

AGREEMENT BETWEEN
THE BOARD OF EDUCATION
OF THE
SCHOOL DISTRICT OF YPSILANTI
AND THE
YPSILANTI SUPPORT STAFF
ASSOCIATION
MEA/NEA

Contract to Run Three (3) Years
2007-2010

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AGREEMENT

This Agreement is entered into effect this 1st day of July, 2007, by and between the Ypsilanti Board of Education, hereinafter called the "Employer" and the Ypsilanti Support Staff Association/MEA/NEA hereinafter called "YSSA" or the Association, through its local affiliate.

PURPOSE AND INTENT This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, and the Association. The Employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written mutual consent. Any previously adopted policy, rule, or regulations of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE 1

RECOGNITION

SECTION A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to wages, hours of employment, and working conditions for all members as listed in Article 8, Section F of this contract excluding the Administrative Secretary to the Superintendent of Schools and Ypsilanti Board of Education, Administrative Secretary to the Assistant Superintendent, Administrative Secretary in the Business Office, Administrative Secretary in Academic Services, Administrative Secretary in Operations and Labor Relations, and Administrative Secretary in Human Resources, Certified Teaching Personnel, Principals, Elementary Noon Hour Supervisors, School Crossing Guards and Supervisors as defined by the Act.

SECTION B. The Employer and the Association recognize three (3) categories of employees. Bargaining unit work shall be performed only by employees from one of the three following categories:

1. Seniority - An employee who is employed on a regular, daily basis and performing the same general task each workday.
2. Probationary - An employee who is employed to fill a regular seniority position or new position within the bargaining unit, for a trial period of fifty (50) work days. Probationary employees are not represented by the terms of this agreement.
3. Temporary - A person employed by the Board in a position for a short time of sixty (60) work days or less or a person assigned to a summer lawn and grounds crew. Temporary employees are not represented by the Association and the terms and conditions of employment are not set forth in this Agreement.

Reference to male employees shall include female employees unless otherwise indicated.

SECTION C. The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the employees in the Association defined in Section A above for the duration of this Agreement.

ARTICLE 2

UNION SECURITY

SECTION A. To the extent that the laws of the State of Michigan permit, it is agreed that:

1. Upon the signing of this Agreement, all employees who have been in the employ of the district at least forty (40) days shall, as a condition of continued employment, either join the Association or maintain their membership in the Association to the extent of tendering the regular periodic Association dues uniformly required for membership as outlined in Section B below or cause to be paid to the Association a service fee not greater than the said regular periodic dues uniformly required.
2. Employees who have not been in the district's employ at least forty (40) days when the Agreement is signed, and employees hired after the signing of the Agreement, shall, as a condition of continued employment, on or before the tenth (10th) day after the thirtieth (30th) day following their employment, either join the Association to the extent of tendering the regular periodic dues uniformly required for membership or cause to be paid to the Association a service fee not greater than said regular periodic dues uniformly required.
3. In the event any employee shall fail to either join the Association or pay the service fee as provided above, and/or in the event said Association service fee remains unpaid for a period of thirty (30) days following the date the same is due, the Association shall notify the Superintendent and the employee in writing of said delinquency; and, unless the amount is paid within thirty (30) days from the date of notification, the Employer shall, at the request of the Association, deduct the service fee from the bargaining unit members' wages and remit same to the Association. In any case in which an employee contests the service fee under the provisions of this Article and it is necessary that the Board engage legal counsel, the Association agrees to pay any expenses, including actual attorney's fees, incurred by the Board, as well as any and all damages and judgments that may result from such action.

SECTION B. During the life of this Agreement and in accordance with the terms of the most current MEA membership form "Authorization for Payroll Deduction" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct regular monthly Association membership dues in accordance with the Constitution and Bylaws of the Association from the pay of each employee who executes or has executed an "Authorization For Payroll Deduction" on the most current MEA membership form.

1. Deductions shall be made only in accordance with the provisions of said "Authorization for Payroll Deductions," together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of membership dues, special assessments, or any other deduction not in accordance with this provision.
2. A properly executed copy of the above "Authorization for Payroll Deduction" form for each employee for whom the Association membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under "Authorization for Payroll Deduction" forms which have been properly executed and are in effect. Any "Authorization for Payroll Deduction" form which is incomplete or in error will be returned to the local Association financial secretary by the Employer.
3. Check-off deductions under the above properly executed "Authorization for Payroll Deduction" forms shall become effective at the time the application is tendered to the Employer, and shall be deducted from the second (2nd) pay for September and each pay thereafter through the second pay in June. Deductions for any calendar month shall be remitted to the designated Association Treasurer between the 1st and 15th day of the current month, and a list of the employees from whom dues have been deducted sent to the Association Membership Secretary.
4. The Association will provide to the Employer the most current membership "Authorization for Payroll Deduction" forms under which Association membership dues are to be deducted.

5. In cases where a deduction is made that duplicated a payment that an employee already has made to the Association, or where a deduction is not in conformity with the provisions of the Association Constitution and By-Laws, refunds to the employee will be made by the local Association.
6. Any employee shall cease to be subjected to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Employer will notify the local Association President and the Association Membership Secretary of the names of such employees, following the end of each month in which the aforementioned terminations occur.
7. Any dispute between the Association and the Employer which may arise as to whether or not an employee properly executed or properly revoked said "Authorization for Payroll Deduction" form, shall be reviewed with the employee by a representative of the local Association and the designated representative of the Employer. Should this review not dispose of the matter, a written grievance may be filed within five (5) days after the meeting at Step 3 of the Grievance Procedure.
8. The Employer shall not be liable to the Association by reason of requirements of this Agreement for the remittance or payment of any sum other than constituting actual deductions made from wages earned by employees.

SECTION C. The Association will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability (including any court and unemployment compensation costs) by reason of action taken or not taken by the Employer for purposes of complying with this Article.

The local Association will furnish the Employer, within fifteen (15) days after the effective date of this Agreement the names of all members paying dues directly to the local Association. Thereafter, the Association will furnish the Employer a monthly list of changes.

The Association president shall be released, at his/her discretion, up to twenty percent (20%) of his/her work schedule, with the cost being shared equally with the Board and the Association, for the purpose of conducting union business. The chief union steward will be provided with up to twelve (12) hours of release time per month for the purpose of providing bargaining unit representation. It shall be the president's and chief union steward's responsibility to notify their respective supervisor of the need to take release time. Said notification shall include departure as well as return.

It is understood by the parties to this contract that regularly scheduled meetings with the administration, i.e., PR&R, grievances or meetings requested by the administration will not count toward the aforementioned release time allocation.

Unless abused, it shall not be within the prerogative of the administration to question the matter in which the President's release time is utilized.

SECTION D. Two (2) YSSA members to the Representative Assembly of the Michigan Education Association shall be given one day each for the purpose of attending the Assembly. In addition, the president of the Association shall be given one (1) day leave per year for the purpose of attending MEA conferences or a MEA leadership conference.

AUTHORIZATION FOR PAYROLL DEDUCTION



CONTINUING MEMBERSHIP APPLICATION
 Local-Michigan-National Education Associations
 and MEA/NEA-Retired Membership

FOR USE BY LOCAL



PLEASE TYPE OR PRINT FIRMLY WITH A BALL POINT PEN.

SOCIAL SECURITY NUMBER		TITLE <input type="checkbox"/> MR <input type="checkbox"/> MRS <input type="checkbox"/> MISS <input type="checkbox"/> MS <input type="checkbox"/> DR		SUFFIX <input type="checkbox"/> JR <input type="checkbox"/> 2 ND		FIRST NAME		MIDDLE INITIAL		LAST NAME		PREFERRED FIRST NAME		
HOME ADDRESS						STREET			E-MAIL ADDRESS (WORK)					
CITY				STATE		ZIP CODE		COUNTY		E-MAIL ADDRESS (HOME)				
MAILING ADDRESS						STREET			IF DIFFERENT THAN ABOVE					
CITY				STATE		ZIP CODE		COUNTY						
WORK TELEPHONE ()				EXTENSION				HOME TELEPHONE ()						
GENDER <input type="checkbox"/> M <input type="checkbox"/> F		ETHNIC CODE <input type="checkbox"/> AMERICAN INDIAN OR ALASKA NATIVE <input type="checkbox"/> ASIAN <input type="checkbox"/> BLACK OR AFRICAN AMERICAN <input type="checkbox"/> CAUCASIAN <input type="checkbox"/> HISPANIC OR LATINO <input type="checkbox"/> NATIVE HAWAIIAN OR PACIFIC ISLANDER <input type="checkbox"/> MULTI-ETHNIC <input type="checkbox"/> UNKNOWN <input type="checkbox"/> OTHER (SPECIFY) _____						BIRTHDATE / /						
NAME OF LOCAL ASSOCIATION						SCHOOL DISTRICT <input type="checkbox"/> EA <input type="checkbox"/> ESP		DUES START DATE MONTH/YEAR / /						
WAGE & NEA DUES CODE - Check appropriate box														
Annual Bargaining Unit Wage <i>(required to determine MEA dues amount)</i>		NEA Dues Code <i>(check one)</i>		EA: <input type="checkbox"/> 100 EA <input type="checkbox"/> 50 EA <input type="checkbox"/> 25 EA <input type="checkbox"/> Bargaining Unit Sub		51-100% of Full Load		26-50% of Full Load		Up to 25% of Full Load				
				ESP: <input type="checkbox"/> 100 ESP <input type="checkbox"/> 50 ESP <input type="checkbox"/> 25 ESP		20.01 plus Hours/Week		10.01-20 Hours/Week		Up to 10.0 Hours/Week				
CURRENT OCCUPATION <i>Refer to codes on back of form; enter as many as appropriate.</i>				EDUCATION <i>Circle highest degree.</i>				STATE CERTIFICATION <i>Refer to codes on back of form; enter as many as appropriate.</i>		STATE ENDORSEMENT CODES <i>Refer to codes on back of form; enter as many as appropriate.</i>				
1. _____				01 HIGH SCHOOL DIPLOMA				07 JURIS DOCTORATE		TYPE		1. _____		
2. _____				02 ASSOCIATE'S DEGREE				08 MEDICAL DEGREE		EXPIRATION DATE		2. _____		
3. _____				03 BACHELOR'S DEGREE				09 OTHER LICENSE OR CERTIFICATE				3. _____		
4. _____				04 MASTER'S DEGREE								4. _____		
5. _____				05 SPECIALIST DEGREE								5. _____		
06 DOCTORAL DEGREE														
DATE OF HIRE WITH CURRENT EMPLOYER <i>(if different from start date above)</i>				STATUS <input type="checkbox"/> PROBATIONARY <input type="checkbox"/> NON-PROBATIONARY <input type="checkbox"/> TENURED				NAME OF CURRENT SCHOOL BUILDING OR DEPARTMENT						
CURRENT ASSIGNMENT <i>Circle appropriate codes.</i>						OTHER AREAS OF INTEREST <i>Refer to codes on back of form; enter as many as appropriate.</i>								
DK RETENTION K		06 SIXTH GRADE		13 ALTERNATIVE EDUCATION		HE2 2-YEAR HIGHER EDUCATION		1. _____						
00 KINDERGARTEN		07 SEVENTH GRADE		14 SPECIAL EDUCATION		HF4 4-YEAR HIGHER EDUCATION		2. _____						
01 FIRST GRADE		08 EIGHTH GRADE		20 ADULT EDUCATION		LIB LIBRARY-COMMUNITY		3. _____						
02 SECOND GRADE		09 NINTH GRADE		111 ELEMENTARY SCHOOL		ALL MULTIPLE BUILDINGS		4. _____						
03 THIRD GRADE		10 TENTH GRADE		112 MIDDLE/JUNIOR HIGH SCHOOL		CHR CHARTER SCHOOL		5. _____						
04 FOURTH GRADE		11 ELEVENTH GRADE		113 HIGH SCHOOL		OTHER _____								
05 FIFTH GRADE		12 TWELFTH GRADE												

Dues payments to the MEA-NEA-Local are not deductible as charitable contributions for Federal Income Tax purposes. However, they may be deductible under other provisions of the Internal Revenue Code and/or the Michigan Income Tax provision.

As a participant in the Local-MEA-NEA Early Enrollment Membership Program, I am eligible to receive, prior to September 1, certain benefits normally available only to regular dues paying members of the associations, including coverage under the NEA Educators Employment Liability (EEL) Program. As a condition of eligibility for these benefits, I agree to pay the appropriate "unified" Active membership dues for the current school year in accordance with the regular payment procedures. Should I fail to do so, my eligibility to receive benefits under the NEA EEL Program shall immediately terminate. In addition, I shall be liable for the cost of any benefits that were provided to me under the NEA EEL Program prior to September 1.

PLEASE CHECK ONE (1) BELOW:

Cash Payment — Membership is continued unless I reverse this authorization in writing between August 1 and August 31 of any year.

Payroll Deduction — I authorize my employer to deduct Local, MEA and NEA dues, assessments and contributions as may be determined from time to time, unless I revoke this authorization in writing between August 1 and August 31 of any year.

All Inclusive Membership (AIM) in MEA/NEA-Retired— All members of MEA/NEA are automatically enrolled in MEA/NEA-Retired unless the box below is checked.

I do not wish to join MEA/NEA-Retired at this time. I understand that I will not be eligible for any of the benefits of membership in MEA/NEA-Retired.

SIGNATURE _____

DATE _____

ARTICLE 3

EMPLOYER RIGHTS

SECTION A. The Board retains all the rights, powers, functions, and authority which it had prior to the signing of this Agreement, except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, or limited by this Agreement.

SECTION B. Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed to limit in any way the Board's sole right to manage its business efficiently and economically, including the right to:

1. Full and exclusive control of the management of the school district, the supervision of all operations and methods, processes, means, and personnel by which any and all work will be performed, the control of the property, and the composition, assignment, direction, and determination of the size and type of the work force.
2. The right to change or introduce new or improved operations, methods, procedures, means, or facilities, and the right to determine whether and to what extent work shall be performed by employees.
3. The right to determine the work to be done and the standards to be met by employees covered by this Agreement.
4. The right to hire, schedule, establish classification, promote, demote, transfer, and lay off employees not in conflict with the terms of this Agreement, and the right to discipline and discharge for just cause and to otherwise maintain an orderly operation.
5. The Employer retains the right to use volunteer assistance in the operation of the Ypsilanti Public School System. The use of volunteer help shall be governed by the following:
 - a. The Employer agrees to discuss the use of volunteer help with the Association prior to such use. This shall apply only to the use of volunteers when it relates to a current YSSA job duty.
 - b. The Employer shall assume full responsibility for any and all training/orientation necessary relative to the use of volunteer help.
 - c. The payment of wages or benefits to volunteer help for services performed, shall be prohibited.

SECTION C. Nothing in this agreement shall be construed to prevent the use of students in work situations for educational purposes.

ARTICLE 4

EMPLOYEE RIGHTS

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

SECTION B. NON-DISCRIMINATION - The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, sex, sexual orientation, handicap, height, weight, or marital status. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, sexual orientation, color, handicap, or national origin and to seek to achieve full equality of educational opportunity to all pupils. Any decision of either the Michigan Department of Civil Rights or the Equal Employment Opportunities Commission regarding any claim concerning this provision will supersede any determination regarding a grievance at any step of the grievance procedure. The parties agree to attempt to fully implement the Board's Affirmative Action Policy.

SECTION C. USE OF SCHOOL BUILDINGS - The Association and its members shall have the right without charge to use school buildings and facilities at reasonable hours outside of the regular school hours for meetings, providing that arrangements are made a reasonable time beforehand with the building principal or appropriate administrator and such use does not interfere with the regular school or scheduled school activities. No member shall be prevented from wearing Association/Unit membership insignia pins or other identification appropriate for normal wear.

Bulletin boards and other established media of communication shall be made available in each facility to the Association for official Association business providing such communications are appropriately identified.

SECTION D. KNOWLEDGE OF DISTRICT FINANCIAL RESOURCES - The Board agrees to make available to the Association, in response to reasonable written requests to the Superintendent, available public information concerning the financial resources of the District and such other available information as required by law, in order for the Association to administer this Agreement or engage in collective bargaining for a new agreement, together with information which may be necessary for the Association to process a grievance, excluding confidential information in personnel files. The Board also agrees to furnish the Association's President and Secretary each a copy of the regular Board of Education meeting packets.

SECTION E. PERSONNEL FILES - An employee shall have the right to review the contents of his/her "personnel record" as defined in Act 397 of the Public Acts of 1978 (423.501 et seq.MCLA), upon request and to have a representative of the Association present during such review. No memorandum, letter of warning or reprimand reflecting negatively on an employee's behavior or work performance shall be placed in an employee's personnel file unless a copy thereof is furnished to the employee contemporaneously.

SECTION F. ASSAULT ON EMPLOYEE - Any case of a physical or verbal assault upon an employee during the course of employment shall be immediately reported to the Superintendent or his/her designee. Except in the event of an assault or accusations of an assault against an employee by another employee of the District, the Board shall reimburse the employee up to \$300.00 for costs incurred for legal counsel to advise the employee of his/her rights and obligations with respect to the assault. The Employer shall cooperate with law enforcement and judicial authorities in the handling of the incident.

SECTION G. The Board of education believes that a staff member should be able to work in an environment free of threatening speech or actions. This would include, but not be limited to, intentional conduct focused on an individual or group of individuals for an unlawful or improper purpose, conduct that is sufficiently outrageous, degrading or demeaning, retaliatory or harassing as to create a hostile, offensive, or intimidating environment.

ARTICLE 5

REPRESENTATION

SECTION A. With regard to matters pertaining to employer-employee relations, including but not limited to such things as the processing of grievances or the disciplining of any bargaining unit member, employees shall have the right to be represented by the Association/Union. To that end, each classification shall select from among its employees a steward who shall be a seniority employee. The Association shall provide the Employer with the names of those employees selected to serve as stewards along with a designation of the classification they will represent. In addition, the Association shall inform the Employer of the name of its designated chief steward. Both stewards and chief steward shall be regular employees of the bargaining unit. The steward, during working hours, without loss of time or pay, shall represent employees and present grievances to the Employer. Should it become necessary for a steward to leave his/her place of work in order to represent an employee, or investigate a grievance, the steward shall notify his/her supervisor. The steward shall also notify the supervisor upon his/her return to work.

SECTION B. Stewards may be selected from each of the following classifications:

1. One (1) steward from custodial
2. One (1) steward from skilled trades and maintenance classifications
3. One (1) steward from food service
4. One (1) steward from transportation
5. One (1) steward from secretarial
6. Two (2) stewards from para-educators and building assistants; one (1) representing special education para-educators and one (1) representing general education and building assistants para-educators.

Stewards shall represent only those employees in their classification.

SECTION C. It is agreed that any Association representative wishing to have access to or enter the school's premises will follow established school procedures.

SECTION D. The stewards, during their working hours, without loss of time or pay, may, in accordance with the terms of this Section and the Grievance Procedure, investigate and process grievances to the Employer, upon having received permission from their supervisor for this purpose. The supervisor may grant permission and provide sufficient time to the stewards to leave their work for these purposes.

In the event a steward is to enter a school building other than his/her own, he/she shall notify the principal or his/her designated representative. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Stewards will perform their regularly-assigned work at all times, except when necessary to leave to handle grievances as provided herein. Any alleged abuse by a steward will be proper subject for a special conference and may result in a loss of the privilege. Solicitation of grievances will not be condoned by either party.

SECTION E. The parties shall, upon written request of either party, arrange special conferences for important matters covered by this Agreement. Such meetings are to be arranged between the Local President and the Employer or its designated representative. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Association. Arrangements for the above meetings shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such meetings shall be confined to those included in the agenda. No such meeting shall be held on the day shift unless otherwise mutually agreed to.

SECTION F. The Board shall appropriate yearly, the sum of one thousand two hundred (\$1,200) dollars to pay the expenses of Association members who attend regional, state and national meetings of this organization. The treasurer of the Association will submit members' vouchers to the Board of Education for reimbursement.

ARTICLE 6

GRIEVANCE PROCEDURE

SECTION A. A claim by an employee, group of employees, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, shall be deemed a grievance under this Article, and shall be subject to the grievance procedure which follows. Provided, however, that any individual employee, at any time, may present grievances to the Employer and have said grievances adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect, and if the Association has been given the opportunity to be present at such adjustment.

SECTION B. The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be altered or extended only by mutual consent of the parties in writing. In the event that the Association fails to appeal a grievance's or grievances' answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Administration's last answer. In the event that Administration shall fail to supply the Association with its answer to the particular step of grievance within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the Administration grace period for answering.

SECTION C. All specified time limits herein shall consist only of work days within that group classification.

SECTION D. Any employee having a complaint under the terms of this Agreement has an obligation to notify his/her immediate supervisor of the problem and he/she will also notify his/her steward. If the employee wishes, his/her representative may be present at notification of supervisor.

Step 1. In the event an employee or the Association believes that a grievable incident has occurred, the employee or the Association shall request a meeting with the immediate supervisor involved, within five (5) working days of the occurrence of the grievable incident or the grievant's knowledge of the occurrence, in an effort to settle the dispute. NOTE: The supervisor is to meet as soon as possible with the employee and his/her steward, but in no case later than the next five (5) working days following the request for a meeting.

Step 2. If the dispute is not settled in the meeting described above, the steward shall inform the grieving party within five (5) working days; cause to have the dispute reduced in writing in the form of a grievance. The grievance must appear on a grievance form.

A written grievance as required herein shall contain the following:

1. It shall be signed by the grievant or grievants, or the Association.
2. It shall state the specific section or subsection of the contract alleged to be violated.
3. It shall state the action of the Employer giving rise to the alleged violation to the best of the employee's knowledge.
4. It shall contain the date of the alleged violation to the best of the aggrieved employee's knowledge.
5. It shall specify the relief requested.

The supervisor shall, within five (5) working days from the date and time of receiving such written grievance, issue in writing to the chief steward his/her answer on the grievance filed.

Step 3. If the grievance is not settled in Step 2, the chief steward or grieving party shall cause to have forwarded, within ten (10) working days, such grievance in writing to the Director of Human Resources. The Director of Human Resources shall, within ten (10) working days, arrange

for such meetings with the chief steward, grieving party, and/or the Representative of the Association as may be needed in an effort to settle the grievance.

The Director of Human Resources shall render a written answer on the subject to the Association and grieving party within five (5) working days after the occurrence of the Step 3 meeting.

Step 4. If the grievance is not settled in Step 3, the chief steward shall cause to have forwarded, within ten (10) working days, such grievance in writing to the Superintendent of Schools. The Superintendent or his/her designated representative shall, within ten (10) working days, arrange for such meetings with the chief steward, grieving party, and/or representative of the Association, as may be needed in an effort to settle the grievance.

The Superintendent, or his/her designated representative, shall render a written answer on the grievance to the Association and grieving party within five (5) working days after the occurrence of the Step 4 meeting.

Step 5. If the grievance is not resolved at Step 4 of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, either the Association or the Board may, at its option, request arbitration by written notice delivered to the American Arbitration Association ten (10) working days after receipt of the Superintendent's answer to Step 4. Such written notice shall be on the American Arbitration Association's demand for arbitration form and shall comply with AAA's Rules for Arbitration. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issue involved, and the relief requested. If no such notice is given within the ten (10) working day period, the Superintendent's answer shall be final and binding on the Association, the employee or employees involved, and the Employer.

SECTION E. POWER OF ARBITRATOR - It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in writing, setting forth his/her findings and conclusions in a case of an alleged violation of a specific Article and Section of this Agreement.

"The Arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretations of such expressed provisions.

The Arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Employer's rights and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement.

The Arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Employer where the Employer is given discretion by the terms of this Agreement or by the nature of the area in which the Employer was acting. The Arbitrator shall not render any decision which would require or permit an action in violation of Michigan school laws.

The Arbitrator shall not make any decision on any case in which the grieving party has alleged any violation of PERA.

The Arbitrator's decision shall set forth his findings and conclusion with respect to the issues submitted to arbitration. The Arbitrator's decision shall be final and binding upon the Board, the Association and the Employer and employees involved.

The Arbitrator's fees and expenses shall be borne by the parties equally. The expense and compensation for attendance of any employee, witness or participant in the arbitration shall be paid by the party calling such employee, witness or requesting such participation. If arbitration takes place during school hours, only those directly involved in testifying shall be granted release time at any one time.

The filing of a grievance shall, in no way, interfere with the right of the Employer to proceed in carrying out its management responsibilities subject to the final decision of the grievance. In the event that the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.”

SECTION F. At the time of the Arbitration Hearing, both the Employer and the Association shall have the right to examine and cross-examine witnesses. Upon request of either Employer or the Association, or the Arbitrator, a transcript of the Hearing shall be made and furnished the Arbitrator with the Employer and the Association having an opportunity to purchase their own copy. At the close of the Hearing, the Arbitrator shall afford the Employer and the Association a reasonable opportunity to furnish briefs.

SECTION G. The fees and expenses of the Arbitrator and the fees and expenses of the Arbitration, including the expense of a transcript, if any, shall be shared equally by the Employer and the Association. The expenses of and the compensation for each and every witness and representative for either the Employer or the Association shall be paid by the party producing the witness or having the representative.

SECTION H. The Arbitrator’s decision, when made in accordance with his/her jurisdiction and authority established by this Agreement, shall be final and binding upon the Association, the employee or employees involved, and the Employer.

SECTION I. After a case has been appealed to the American Arbitration Association, it cannot be withdrawn except by mutual written agreement of the parties.

SECTION J. The Employer shall not be required to pay back wages more than thirty (30) calendar days prior to the date a written grievance is filed except in the case of a pay shortage of which the employee could not have been aware before receiving pay. Any adjustment shall be retroactive to the beginning of the pay period covered by such pay.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate. Any settlement of back pay claim shall be limited to the amount of wages the employee would otherwise have earned from his/her employment with the Employer, less any wages earned or unemployment compensation paid by the Board during the time he/she is off work, unless the employee is obligated to repay the unemployment compensation and does, in fact, repay it.

SECTION K. Any agreement reached between the Employer and the Association is binding on all employees affected and cannot be changed by any individual.

Each grievance must be initiated within five (5) working days of the occurrence of the cause of complaint except for issues relating to wages and fringe benefits. On these matters, the grievance must be initiated within thirty (30) working days of the occurrence of the cause of complaint.

SECTION L. Termination of a probationary employee is not subject to the grievance procedure.

ARTICLE 7

SENIORITY

SECTION A. DEFINITIONS - All employees shall hold dual seniority dates. For certain purposes as specifically set forth herein, "unit seniority" shall be defined as an employee's length of continuous employment within the bargaining unit with the employer since his/her last hiring date. "Last hiring date" shall mean the date upon which the employee first reported for work at the instruction of the Employer since which he/she has not quit, retired, or been discharged. For certain other purposes as specifically set forth herein, "classification seniority" shall be defined as an employee's length of continuous active employment with the Employer since his/her last appointment date. "Last appointment date" shall mean the date upon which the employee first reported for work in his/her classification governed by the bargaining unit since which he/she has not quit, retired, been discharged, or permanently transferred to another classification governed by this bargaining unit. "Classification" shall mean either (a) Para-educator, (b) Food Service, (c) Custodial, (d) Skilled Trades and Maintenance, (e) Secretarial/Clerical, or (f) Transportation.

No time shall be deducted from an employee's seniority due to absence occasioned by authorized paid leaves of absence or vacations, but employees shall not accrue unit or classification seniority during unpaid leaves of absence after thirty (30) calendar days.

An employee shall hold classification seniority for each department in which the employee is currently working. All current bargaining unit members' unit seniority shall be transferred to current classifications. Employees who change classifications shall hold inactive seniority in their previously assigned classification. Inactive seniority shall only be used for the purpose of layoff and recall.

Seniority shall begin to accrue on the employee's first day of work. In cases involving more than one (1) employee having the same starting date, placement on the seniority list shall be determined by conducting a lottery. The Association and bargaining unit members so affected will be notified in writing at least forty-eight (48) hours in advance of the date, place and time of the drawing. The drawing shall be conducted openly and at a time which will allow affected bargaining unit members and Association representatives to be present.

SECTION B. New employees hired into the bargaining unit shall be considered as probationary employees for the first fifty (50) work days. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the classification and shall rank for seniority from the first day of employment. In the event that a probationary employee should not have finished his/her probationary period at the end of the school year, that probationary period shall resume at the beginning of the following school year.

SECTION C. Upon the execution of this Agreement, the Board and the Association will initial an up-to-date seniority list showing the names and job titles of employees. The Board will post copies of the seniority list. Any corrections therein must be requested in writing within thirty (30) days thereafter, and if no such corrections are requested, the list shall become final at the end of such period.

SECTION D. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority. The Employer will keep the seniority list up-to-date at all times and will provide the Association President with up-to-date copies at least every six (6) months. In addition, the Association President, Secretary, Treasurer, Stewards and Chief Steward will be notified in writing of the name, classification, rate of pay, location, and first and last day of work of each new or terminated employee within two weeks of his/her first and last day of work.

SECTION E. An employee shall be terminated and lose his/her seniority for the following reasons:

1. An employee quits.
2. An employee is discharged and the discharge is not reversed through the Grievance Procedure.
3. An employee is absent for three (3) consecutive working days without notifying the Employer, and without a reasonable excuse. In proper cases, exceptions shall be made by the Employer. After such absence, the Employer will send written notifications to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated.
4. An employee does not return to work when recalled from layoff as set forth in the recall procedure.
5. An employee fails to return from sick leave or a leave of absence at the designated time.
6. An employee is laid off for a period of two (2) years or length of his/her seniority, whichever is less.

SECTION F. If a bargaining unit member accepts a position with the School District outside of the bargaining unit, his/her seniority in the unit shall be frozen, and he/she shall not continue to accrue bargaining unit seniority while in a non-unit position. Upon re-entry into the bargaining unit, such employee's accumulated sick leave will be continued under the provisions of this Agreement, and the accrual of bargaining unit seniority resumed. A seniority employee re-entering into the bargaining unit has a right to "bump" only the least senior bargaining unit member within the classification.

SECTION G. Shift preference will be granted on the basis of seniority within the classification, providing there is a vacancy. An employee who has exercised his/her shift preference may not do so again within the next twelve (12) month period. Application for shift preference must be filed with said department head and/or his/her designated representative, and must be renewed yearly

ARTICLE 8

LAYOFF AND RECALL

SECTION A. When there is a need to reduce the size of the bargaining unit beyond that of normal attrition due to Board-determined priorities based upon financial considerations, a decrease in student enrollment or program reduction, employees in all classifications will be laid off and recalled as provided herein.

1. On a district-wide basis, temporary employees will be laid off first, beginning with the most recently hired. Thereafter, if further reduction is necessary, employees shall be laid off beginning with the most recently hired in the job classification being eliminated or reduced (6 classifications in Section E.) providing the remaining employees can meet job qualifications.
2. All employees shall be given 30 calendar days notice when being placed on lay-off.
3. Employees shall be recalled to their job classification in order of seniority with the most senior employee being recalled first, providing the employee can meet job qualifications.

SECTION B. For the purpose of layoff and recall only, the President, Vice President, Secretary, Treasurer, the Chief Steward and Stewards of the Association shall lead the seniority list for their respective classifications, providing they can perform the available work within said classification.

SECTION C. Notice of layoff or recall shall be sent to the employee at his/her last known address by registered or certified mail. It shall be the responsibility of each employee to notify the Employer of any change in address. The employee's address, as it appears on the Employer's record, shall be conclusive when used in connection with layoff, recall or other notices to employees. If an employee fails to report for work within seven (7) days after receipt of the notice of recall, unless an extension is granted in writing by the Employer, it shall be considered a voluntary quit.

SECTION D. Employees recalled to work following layoff shall be credited with any unused sick leave earned and accumulated as of the time of layoff. The returning employee shall be credited with past seniority as determined by mutual agreement of the association and administration.

SECTION E. When a reduction in staff is necessary during the academic year, the affected bargaining unit member will be involuntarily placed in the lowest position of that classification providing the employee can meet job qualifications as posted. The academic year begins with the first teacher work day and ends with the last teacher work day.

During the non-academic year (summer months) when teachers are not working, the involuntarily-placed bargaining unit member will be able to bump in his/her classification any position filled with an employee with less seniority which pays less or equal pay per hour and less or equal pay per year providing the employee can meet job qualifications as posted.

During the affected year, notice will be sent to all bargaining unit members in the affected classification who may be displaced, that their position may be affected by the bump procedure. A pre-bumping meeting will be held at least two (2) days prior to the bidding meeting, to explain the process. The bidding meeting will be held two (2) weeks prior to the end of the academic year. This meeting will be held only once. The changes will be effective the beginning of the next fiscal year.

Any bargaining unit member bumped out of his/her classification may use his/her classification seniority to bump into any classification for which he/she has previous seniority in the classification in Ypsilanti Public Schools. The bargaining unit member must possess a current, valid license, if required for the position.

If a bargaining unit member has been bumped out of his/her position by a more senior member, and that position subsequently becomes vacant because the more senior member has vacated it for whatever reason, the member who was bumped out of the position will be given the first opportunity for a period of one year, to fill the vacancy.

SECTION F. Employees hired into the district under the para-educator classification Group 1 (as defined on page 16, Article 8) are designated as district employees and are not subject to bumping rights as defined in Article 8, Section E. This language does not affect a para-educator’s right to bid on posted positions or request transfers as delineated in the Master Agreement. In assigning para-educators to positions, the supervisor will take into consideration employee’s qualifications, seniority, and adaptability to the position and/or student assigned.

Reductions and reassignments for Group 1 and Group 2 para-educators will be done by seniority, providing the employee can meet job qualifications.

PARA-EDUCATOR CLASSIFICATION

Group 1 Para-educators

1. Inclusion Para-educator (Special Education)
2. Teacher Assistant/Day Treatment Program
3. Head Aquatic Para-educator
4. Aquatic Para-educator
5. POHI Para-educator

Group 2 Para-educators

1. Systems Operator
2. Instructional Para-educator
3. ESL/Bilingual Para-educator
4. Transportation Para-educator
5. Technical Para-educator – RCTC
6. Building Assistant
7. Head Building Assistant
8. Academic Mentor

FOOD SERVICE CLASSIFICATION

1. Head Chef
2. Assistant Cooks
3. Utility/Food Workers
4. Head Cooks
5. Food Service Driver
6. Food Service I and II

CUSTODIAL CLASSIFICATION

1. Elementary Head Custodians
2. Middle School Head Custodians
3. Senior High Shift Leaders
4. High School Head Custodians
5. Custodians

SECRETARIAL/CLERICAL CLASSIFICATION

1. Level 1
2. Level 2
3. Level 3
4. Level 4
5. Level 5
6. Level 6
7. Level 7
8. Level 8

(See Appendix A Wages for a more detailed breakdown)

SKILLED TRADES CLASSIFICATION AND MAINTENANCE

1. Electrician
2. Carpenter
3. Plumber
4. Skilled Trades Helper
5. Head Mechanic
6. Mechanics A
7. Mechanics B
8. Mechanics Helper
9. Utility Trades Person
10. Head Painters
11. Painters
12. Graphics Operator
13. Graphics Assistant
14. Skilled Maintenance Persons
15. Media Technician
16. Warehouse Person
17. Mail Delivery/Warehouse Truck Drivers
18. Groundskeepers
19. Warehouse/Groundskeeper

TRANSPORTATION CLASSIFICATION

1. Head Bus Dispatcher
2. Bus Dispatcher
3. Bus Driver
4. Utility Bus Driver

ARTICLE 9

VACANCIES, TRANSFERS, AND PROMOTIONS

SECTION A. A vacancy shall be defined as an open position or newly created position which the Employer intends to fill with the expectation that the employee will remain in the position for 61 days or more. At the end of the 61st day, that position shall be posted and become a bargaining unit position. No applicant hired after the 2001-02 school year shall be considered for a vacancy within the Ypsilanti Public Schools unless that person possesses at least a high school diploma or its equivalent.

SECTION B. When the employer declares a vacancy in the bargaining unit, the following shall apply: All vacancies shall be posted in a designated place in each building of the district for a period of six (6) working days. Said posting shall contain the following information:

1. Type of work
2. Location
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Qualifications
 - a. High school diploma/GED
 - b. Employment record
 - c. Prior training and/or experience
 - d. Skills related to the job
8. Name and type of test to be given

Interested employees may apply in writing to the Superintendent, or designee, within the six (6) day posting period.

A telephone "HOT LINE" or website will be established for employees to access during the summer to be informed of existing vacancies.

SECTION C. Vacancies shall be filled with the most senior applicant from within the affected classification who possesses the qualifications as posted in accordance with Section B, above. Exceptions to this method of filling vacancies may be considered only when it can be proven that an applicant possesses superior qualifications. The Employer acknowledges that there is no policy against a transfer between classifications. All applications for transfer from seniority applicants that meet the contractual qualifications shall receive serious consideration.

Employees who have applied for a vacant position shall not be required to participate in any testing or interviewing procedures unless they have been given at least forty-eight (48) hours prior notification.

SECTION D. In the event of promotion or transfer from one classification to another, the employee shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. The Employer shall give the employee promoted or transferred, reasonable assistance to enable him/her to perform up to Employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment. When an employee receives a promotion or transfer from one classification to another, the rate of pay will remain at his/her existing rate of pay or the probationary rate of the new classification whichever is greater, during the thirty (30) work day trial period. After the successful completion of the aforementioned trial period, the employee shall receive a rate of pay commensurate with his/her seniority/experience. For purposes of this Article, a promotion shall be defined as an improvement in rank.

The Employer agrees to notify the Association President or his/her designee to go over job requirements and descriptions when the Employer makes substantive changes to postings in accordance with Article 9, Section B.

SECTION E. Voluntary transfers shall not take place without a posting except in instances where a lateral trade is implemented. A lateral trade shall be defined as two employee's movement to equal pay positions within the same classification to another building/department done by mutual consent and agreement and with the approval of their immediate supervisors.

SECTION F. A transfer shall be defined as voluntary (self initiated) or involuntary (administration initiated) movement from one position to an equal or lower paid position within the classification served and within a building or between buildings.

The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In the event of a need to invoke an involuntary transfer to a position or classification carrying a lower rate of pay, the employee so affected by such a transfer shall retain his/her former rate of pay until a bump meeting is held (Article 8, Section E), but in all cases, not less than 90 days.

The Administrator must meet with the affected employee prior to an involuntary transfer.

SECTION G. An employee's pay rate shall not be reduced by any temporary change in duties.

SECTION H. Voluntary lateral transfers within the same classification shall be limited to one move per six (6) month period. Exceptions to this rule can only be made by the employer.

ARTICLE 10

DISCHARGE AND DISCIPLINE

SECTION A. The Board retains the right to establish, amend and enforce reasonable rules for employees to follow, not in conflict with the express provisions of this Agreement.

SECTION B. When there is a proposed new or amended Rules of Conduct, the YSSA Executive Board will be notified prior to adoption. New or amended rules of conduct will be posted on the bulletin boards for a period of five (5) work days before they become effective. The posting will be in all buildings where affected employees are present and a copy shall be sent to the Association President.

SECTION C. No employee shall be disciplined or reduced in compensation without just cause.

SECTION D. The Employer shall have the right to invoke disciplinary action in reference to any employee violating an established rule including but not limited to (1) immoral acts, (2) profanity, (3) intoxication, (4) absent without leave or permission, (5) habitual tardiness, (6) false information on work application, (7) habitual absenteeism, (8) theft, (9) insubordination, (10) fighting, assault or threat of violence, (11) falsification of records, (12) any offensive conduct unbecoming an employee which casts aspersion on the District or impairs the employee's ability to perform his/her job, and (13) use or possession on Employer premises during working hours of alcohol or intoxicating or mood altering substances without a prescription.

The term "insubordination" as used in this Section may consist of either intentionally disobeying or disregarding the directive of a supervisor or the usage of abusive language directed at a supervisor.

SECTION E. The Employer agrees upon the discharge or discipline resulting in loss of pay of an employee to notify the Association President or designated representative in writing. The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the steward of his/her group and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, a representative of the Employer will discuss the action with the employee and his steward.

SECTION F. Should the discharged or disciplined employee or steward consider the discharge or discipline to be improper, a grievance may be presented in writing through the steward or the employee within ten (10) working days of the imposition of the discharge or discipline at Step 2 of the grievance procedure.

SECTION G. The immediate supervisor or an appropriate administrative employee may issue written warnings or reprimands to an employee. Copies of written reprimands (see Step 3 below) will be distributed to the Executive Director of Human Resources, personnel file of the employee, the affected employee, and the President of the Association.

A meeting shall be held with said employee within 10 days of the infraction.

Any record of disciplinary action other than a long term suspension or dismissal shall be removed from an employee's personnel file after a period of three (3) years, provided the employee's work record indicates no recurrence or repetition of behavior similar to the cause for the original discipline in the intervening three (3) years. Nothing shall prevent any bargaining unit member from requesting to have material in his/her personnel file removed before the end of the aforementioned three (3) year period.

The Chief Steward will be notified verbally or by email prior to disciplinary actions taken which are reduced to writing. If the Chief Steward is unavailable, the President will be notified. Discipline shall be conducted in accordance with the concept of progressive discipline: However, when severe circumstances arise, higher step corrections may be deemed necessary, up to and including dismissal.

1. Oral warning with written notification (signed by employee)

Beginning with Step 2, the employee has the right to have Association representation present.

2. Written warning (signed by employee)

Beginning with Step 3, all written documentation concerning discipline shall be placed in the employee's district personnel file.

3. Written reprimand.
4. Written reprimand and suspension without pay for up to three (3) working days.
5. Written reprimand with suspension without pay for up to ten (10) working days.
6. Long term suspension or dismissal.

ARTICLE 11

NEW JOBS

SECTION A. When a new job is placed in a department in the bargaining unit which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that different skills and responsibilities are required, the Employer will, before fulfilling any posting requirements as provided for in Article 9, meet with the Association President and a representative of the affected classification, for purposes of mutually agreeing to the wages, hours, and conditions of employment to be incorporated into the new job. Should no agreement be reached, the Employer shall implement the wages, hours and conditions of employment not in contravention of this Agreement. The Association may initiate a grievance at Step 3 and pursue the grievance through Step 4, but no dispute involving this Article shall be the subject of Arbitration.

ARTICLE 12

HOURS OF WORK

SECTION A. The Employer retains the right to schedule the work hours of employees according to the needs of the school system. However, before a general change is made in the hours of any group of employees, the Employer will discuss the contemplated change in advance with the Association. The normal working day for maintenance and custodial employees shall consist of eight (8) hours per day. The normal working day for most secretarial-clerical employees shall be between six (6) and eight (8) hours per day. However, this shall not be construed as a guarantee of hours worked per day or per week.

SECTION B. The first (1st) shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second (2nd) shift is any shift that regularly starts on or after 2:00 p.m. but before 7:00 p.m. The third (3rd) shift is any shift that regularly starts on or after 10:00 p.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days. The work week shall be Sunday through Saturday unless otherwise agreed.

SECTION C. All employees who work six (6) or more hours per day may take two fifteen (15) minute rest periods per full shift, one in the morning, one in the afternoon, as scheduled by their supervisor. All employees who work more than four (4) hours per day but less than six (6) may take two ten (10) minute rest periods as scheduled by their supervisor. Employees working less than four (4) hours, may take one (1) ten (10) minute rest period as scheduled by their supervisor. Employees will be given necessary time prior to the end of the shift to wash up. Any employee who works twelve (12) or more consecutive hours shall be provided with an additional duty-free lunch period of thirty (30) minutes. Employees who work on the second (2nd) or third (3rd) shift shall be granted a thirty (30) minute lunch period on the Employer's time.

SECTION D. All employees are expected to be at their regularly assigned building at the scheduled starting time, after break periods, and after lunch.

Employees shall give prior notice to their supervisor whenever they expect to report late or to absent themselves from work. Failing in this responsibility, any employee not notifying his/her supervisor prior to leaving work the day before, must call the designated number at least one (1) hour prior to the start of his/her shift, in the case of first (day) shift employees, and two (2) hours prior to the start of his/her shift for afternoon and midnight employees, where possible, and indicate the reason for his/her absence together with his/her expected date of return.

SECTION E. When a bargaining unit member is taken away from their regular assignment to assist another employee for more than one hour, their immediate supervisor may authorize them additional hours if the supervisor deems it necessary.

SECTION F. An employee called in for emergency duty shall be guaranteed at least two (2) hours' pay at double their regular rate of pay.

SECTION G. All bargaining unit members will receive over time pay under the following conditions:

1. Time and one-half (1 ½) for all authorized hours worked over eight (8) hours in any one work day.
2. Time and one-half (1 ½) for all authorized hours worked over 40 hours in any one work week.
3. Time and one-half (1 ½) for all authorized hours worked on Saturday and Sunday provided no unauthorized personal time or any sick days were used during the regular work week. It is noted that the regular work week for employees who work less than 40 hours a week will vary depending on classification/job assignment.
4. 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 worked that day.
5. Any employee required* to work on Sunday will receive double time for their hours worked for performing such services.
6. Any employee required* to work on a paid holiday will receive his/her regular rate of pay and an additional double time rate for performing such services.

*NOTE – it is noted that “required” means the employee is not given the option to work, they have been informed they are needed to work.

SECTION H. Overtime hours shall be divided as equally as possible among employees in the same classification within a school or department. Whenever overtime is required, the person with the least number of overtime hours in that classification within their school will be called first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, they would be called on the basis of the least hours of overtime in their classification, provided they are capable of doing the work. All other overtime will be on a rotating basis. In the event an employee refuses overtime assignments, they shall be passed over twice in the rotation regardless of the number of hours they have worked.

SECTION I. Employees performing duties within the bargaining unit who work on necessary continuous seven (7) day operations or those who work swing shifts (at the High School) shall be paid overtime for work on those days only for the time worked in excess of eight (8) hours for the day or forty (40) hours for the week. Such employees will be paid time and one-half (1 1/2) for hours worked on their sixth (6th) and seventh (7th) consecutive day of work in a work week period, and shall be scheduled so as to provide two (2) consecutive days off each week, if requested.

SECTION J. Whenever the schools are closed due to inclement weather or an emergency work release day as called by the superintendent, 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 for work. “Emergency Work Force” employees shall be compensated at double their regular rate of pay for hours worked. Any employee who works in a building which has been closed for reasons beyond the control of the employer and is required to work at another site shall also receive double their regular rate of pay.

In those instances when a bargaining unit member’s opportunity to utilize an approved personal business day is interrupted, the employee will be provided an opportunity to reschedule that day. In addition, no employee shall have sick leave days deducted when schools are closed for reasons set forth in this section.

SECTION K. In the event that a bargaining unit member assumes the duties of a higher paid unit member during their absence for two (2) consecutive days or more, the bargaining unit member shall receive the same wages as the higher paid employee beginning with the first day.

ARTICLE 13

MEDICAL EXAMINATION

SECTION A. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Ypsilanti Public Schools that:

1. Upon initial employment, an employee may be required to provide by certification of the Board physician evidence of:
 - a. Such state of health that he/she is able to perform his/her assigned job.
2. Failure to comply with paragraphs 1 of this Section shall result in appropriate disciplinary action being taken, including possible suspension without pay or benefits until the above paragraphs have been complied with.
3. Upon completion of two (2) weeks of work, the Board will reimburse the employee for the cost of the initial employment physical, provided the employee provides the District with proper receipts.
4. Any bargaining unit member required by the employer to take any medical test and/or exam during his/her work day will be paid at his/her regular rate of pay while taking the medical test and/or exam.

SECTION B. All employees covered by the bargaining unit shall be required, on request of the Employer or its appointed representative, to have a physical examination performed by a physician selected by the Employer. If the employee objects to the physician selected by the Employer, he may submit three (3) alternative physicians of his choice and the Employer may select one of the three (3) or the Employer may designate a physician at the University of Michigan Medical Center or St. Joseph Mercy Hospital. Such examinations will be paid for by the Employer. The Employer and the employee each will receive the report of the examination from the physician appointed.

ARTICLE 14

SICK LEAVE, WORKER'S COMPENSATION AND PERSONAL BUSINESS

SECTION A. EMPLOYEE ABSENCE - All district employees are expected to work as assigned. Negotiated paid sick leave and personal leave days are provided for qualified employees as a protection against financial hardship when an employee is unable to report to work for legitimate reasons. Casual and indiscriminate use of those days is not allowed. Abuse of sick leave is subject to disciplinary action up to and including dismissal.

An absence is defined as any unscheduled time off. Abusive use of sick leave may occur whenever the rate of use exceeds the rate of total accrual of leave time or whenever a pattern of abuse is apparent.

Employees are permitted to use sick days due to personal illness, family illnesses as defined in Article 14, Section C, death in the family as defined in Article 15, Section F, and for personal business as defined in Article 14, Section H.

Unpaid sick leave is not permitted except in extenuating circumstances and with prior approval, when legitimate need can be shown. Unpaid sick leave will be excused upon the issuance of a physician's statement of disability or illness received before the employee returns. An employee may also be sent to a health care provider, chosen by the school district, for a medical assessment at District expense.

Abuse of sick leave will be subject to the disciplinary steps as outlined in Article 10, Section G

Employees receiving a written reprimand concerning attendance with an unpaid suspension are ineligible for additional work/overtime for a period of 30 work days, or the loss of the next scheduled holiday at the discretion of the supervisor

Employees receiving a second written reprimand concerning attendance with an unpaid suspension within a one year period, are ineligible for additional work/overtime for a period of 60 work days, or the loss of the next two scheduled holidays at the discretion of the supervisor.

SECTION B. SICK LEAVE - Employees with less than ten (10) years of seniority shall accrue sick leave credit at the rate of five percent (5%) for each hour worked per pay period. Sick leave accruals shall be posted for each pay period. Example:

$$(65 \text{ hours worked} \times 5\% = 3.25 \text{ hours of accrued leave})$$

Employees with ten (10) or more years of seniority shall accrue sick leave credit at the rate of 6.54% for each hour worked per pay period. Sick leave accruals shall be posted for each pay period. Example:

$$(65 \text{ hours worked} \times 6.54\% = 4.25 \text{ hours of accrued leave})$$

Unused sick leave shall accumulate to a total of 1,800 hours.

SECTION C. ILLNESS AND FAMILY ILLNESS - Sick leave shall be available in units of not less than one (1) hour for use by seniority employees for acute personal illness or injury over which the employee has no control. In addition, a seniority employee may use up to forty-eight (48) of the employee's sick leave hours per school year (July 1 - June 30) for illness in the employee's immediate family (father, mother, brother, sister, spouse, children, step children, mother-in-law, father-in-law, or grandchildren). Probationary employees will accumulate sick leave during their probationary period but cannot receive or use sick leave hours during their probationary period.

An employee may take up to twelve (12) weeks of unpaid leave for illness in the immediate family covered under the Family Medical Leave Act.

SECTION D. Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation credits upon request to the Business Office.

SECTION E. Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

SECTION F. Employees on leave of absence without pay shall not accumulate sick leave while on such leave. Employees on a compensable injury leave, i.e., Workers' Compensation, shall accumulate sick leave while on such leave for up to one (1) year.

SECTION G. The supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity. The Director of Human Resources shall require the report of a medical doctor for any illness extending for more than three (3) work days. Falsification of such evidence will be cause for dismissal.

SECTION H. WORKER'S COMPENSATION – Any employee who remains off work for a work related disability of more than seven days under the state's Workmen's Disability Compensation Act, is entitled to wage loss benefits equal to 80% of the employee's after tax average weekly wage, up to a maximum rate annually set by the Department of Labor. The Act provides for the payment of all reasonable medical charges necessitated by a work-related injury.

The Compensation Act provides that the Ypsilanti Public Schools may direct the employee to a physician of its choice for the first 10 days after the onset of needed medical treatment. However, after ten days, the employee has the right to also choose his/her own physician for further medical evaluation.

Employees who are deemed able to return to work by the employer's physician, or deemed able to return with restrictions, must immediately return to their previous position once requested by the employer. Those employees who fail to return will be terminated and their position will be deemed vacant in accordance with Article 9, Section A. Those employees who remain out on an extended disability under Worker's Compensation for more than 60 days will only be entitled to return to their classification and not their actual position, and will be involuntarily placed in the least senior position until a bump meeting can be held as outlined in Article 8, Section E. However, in no case will an employee be given a lower rate of pay.

SECTION I. PERSONAL BUSINESS DAYS - Seniority employees who are regularly scheduled to work a five (5) day week shall be granted personal business days in the following increments:

- A. Full time members who have less than 15 years of seniority in the District shall have three (3) days for personal business.
- B. Full time members who have 15 or more years will have four (4) days for personal business.
- C. Full time members who have 20 or more years of seniority will have five (5) days for personal business.

Said days shall be granted on written request through the immediate supervisor filed within three (3) work days, where possible. The first such day used in any school year shall be without loss of pay or time allocated to sick leave. The remainder of said days used in any school year shall be charged to sick leave hours. Personal business days shall not be accumulated from year to year. Personal business days shall not be used the day before or after a paid holiday except in extenuating circumstances when approved by the Employer.

Any employee who is absent six (6) days or less per year for personal or family illness shall be granted a bonus personal business day or the member's regular pay rate for his/her classification for the bonus personal business day the following year. The bonus personal business day shall not be used the day before or after a paid holiday except as approved by the Employer.

SECTION J. SEVERANCE PAY - All full-time seniority employees with 10 or more but less than 15 years of service to the District shall receive severance pay in the amount of twenty-five dollars (\$25.00) per year of service if leaving under voluntary circumstances. Those full-time seniority employees who have completed 15 or more years of service to the District shall receive severance pay in the amount of forty dollars (\$40.00) per year of service if leaving under voluntary circumstances.

An employee who retires after July 1 will receive their Severance Payment on September 1 of the next calendar year.

SECTION K. TERMINAL LEAVE PAY - Upon retirement the employee shall receive a terminal leave payment of six dollars and twenty-five cents (\$6.25) for each hour of unused sick leave hours for 2007-08 and twenty-five cents (\$.25) increase for each year thereafter.

An employee who retires after July 1 will receive their Terminal Leave Payment on September 1 of the next calendar year.

SECTION L. In the event of an employee's death, the severance and terminal leave payments shall be made to the beneficiary(ies) named by the employee for his/her term life insurance policy.

ARTICLE 15

LEAVES OF ABSENCE

SECTION A. A personal leave of absence without pay and fringe benefits may be granted to seniority employees for up to one (1) year by the Board. A written request for such leave must be submitted to the Director of Human Resources or his/her designated representative and approved by him/her or his/her designated representative, in writing, prior to the start of the leave. An employee on leave shall notify the Human Resource Office in writing at least thirty (30) days prior to the expiration of leave of his/her intention to return, resign, or request a renewal of leave. A further extension of up to one (1) year may be granted if a written request is filed with the Director of Human Resources or his/her designated representative at least thirty (30) days prior to the expiration of the leave and approved by same. Upon expiration of the leave, the employee will be returned to his/her former classification, providing his/her seniority entitles him/her and he/she can perform the available work. Under no circumstances will a leave of absence in this section be granted for a period of time longer than the employee's length of service with the District. Upon return, the employee will be credited with any unused sick leave held at the start of the leave and be placed on the same position of the current salary schedule that was held at the start of the leave. Seniority shall not accumulate during the leave of absence.

SECTION B. A seniority employee who is unable to perform his/her assigned duties because of personal illness or disability, including physical disability directly related to pregnancy or childbirth, shall, at the written recommendation of a physician, be granted a health leave of absence without pay or fringe benefits for the duration of said illness or disability, up to two (2) years. A written request for such leave must be submitted to the Director of Human Resources or his designated representative prior to the start of the leave. Within thirty (30) days prior to the expiration of the leave, the employee shall notify the District in writing of his/her intent to return to work accompanied by a written statement from a physician selected pursuant to Article 13, Section B, certifying the fitness of the employee to fulfill his/her duties. Upon expiration of the leave, the employee will be returned to his/her former classification, providing his/her seniority so entitles him/her and he/she can perform the available work. Upon return, the employee will be placed on the same position of the current salary schedule that was held at the start of the leave. Seniority shall accumulate during the leave.

An employee with two (2) years seniority going on leave pursuant to this Section who has suffered an illness or major injury necessitating extended absence from work may apply to have employer-paid medical-hospitalization benefits continued beyond the exhaustion of sick leave. The maximum length of extended medical-hospitalization shall be twelve (12) months beyond the exhaustion of sick leave. A committee of two (2) employees appointed by the Association and two (2) administrators appointed by the Superintendent (or designee) shall review requests for extended coverage on a case-by-case basis and make recommendations to the Superintendent. The decision of the Superintendent (or designee) shall be final subject, however, to the right to grieve through the Superintendent's level.

SECTION C. A seniority employee who is elected to a full-time public office shall, upon written request of the employee, be granted a leave of absence without pay or fringe benefits for two (2) years or his/her term of office, whichever is less. Upon expiration of the leave, the employee will be returned to his/her former classification, based on seniority, providing he/she can perform the available work. Upon return, the employee will be credited with any unused sick leave held at the start of the leave and be credited with the regular salary increment occurring during such period (if any). Seniority shall not accumulate during the leave of absence.

SECTION D. A leave of absence for one (1) year without pay or fringe benefits shall be granted by the Board upon written application for the purpose of further educational study of value to the School District. It is understood that the Board of Education may require verification of educational activities for which the leave was granted. Upon expiration of the leave, the employee will be returned to his/her former classification, providing his/her seniority entitles him/her and he/she can perform the available work. Upon return, the employee will be credited with any unused sick leave held at the start of the leave and be credited with the regular salary increment occurring during such period (if any). Seniority shall not accumulate during the leave of absence.

SECTION E. Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency, shall be reinstated in accordance with the applicable laws and regulations and upon re-employment by the school, have available any unused sick leave previously earned.

1. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted a leave of absence upon written application for a period not to exceed a period equal to their seniority, in order to attend school full time under applicable federal laws in effect on the date of this Agreement. Upon expiration of the leave, the employee will be returned to his/her former classification, providing his/her seniority entitles him/her and he/she can perform the available work. Upon return, the employee will be credited with any unused sick leave held at the start of the leave and be credited with the regular salary increment occurring during such period (if any). Seniority shall accumulate during the leave of absence.
2. Seniority employees, who for one tour of duty, are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular straight time pay with the District when they are on full-time active duty in the Reserve to National Guard, provided proof of service and pay is submitted upon return. A maximum of two (2) weeks per year will be granted under this provision, except in the case of an emergency in which it may be extended for an additional week.

SECTION F. Upon notification to the immediate supervisor, a funeral leave of absence without loss of pay for up to five (5) days shall be granted if a death occurs among the members of a seniority employee's immediate family. Immediate family is defined for the purposes of this Section as spouse, son, daughter, brother, sister, son-in-law, daughter-in-law, grandchild, father or mother of either wife or husband, grandparents, and former legal guardian. Funeral leave shall be deductible from accumulated sick leave. Additional leave time deductible from sick leave may be granted in special cases, subject to the approval of the Director of Human Resources or his/her designated representative.

If a death occurs among other relatives of a seniority employee, the employee shall be granted one (1) day leave without loss of pay deductible from accumulated sick leave, subject to the approval of the Director of Human Resources or his/her designated representative.

To be eligible for the above leaves, an employee must be regularly scheduled to work at least four (4) hours a day, five (5) days a week, or eighty-seven (87) hours a month.

SECTION G. A leave of absence shall be granted an employee who is summoned and reports for jury duty, provided that the Employer shall be obligated to pay an amount equal to the difference between the employee's regular, straight-time wage computed on a daily basis and the daily jury duty fee paid by the Court for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work, provided said employee cooperates with the Employer in seeking to get excused, if requested by the Employer.

A leave of absence without loss of pay shall be granted to an employee for time necessary to respond to a subpoena to appear as a witness if the event witnessed and to be testified about occurred during time on the job. Any witness fee must be reimbursed to the District if it compensates for time when the employee would otherwise have been scheduled to work.

SECTION H. An employee going on an unpaid leave of absence pursuant to this Article may continue his/her health care benefits for a period of up to eighteen (18) months by paying the costs thereof in monthly installments in accordance with the Consolidated Omnibus Budget Reconciliation Act (see Section I of Article 16).

ARTICLE 16

HEALTH-DENTAL-VISION INSURANCE

SECTION A. HEALTH - The Employer will provide, for all employees working six (6) or more hours per day who are not otherwise covered by another medical-hospitalization plan and who enroll, the health benefits described in Appendix C.

No matter concerning said health benefits shall be subject to the Grievance Procedure or arbitration. Eligible employees who do not avail themselves of the health benefits, as provided above, shall receive a stipend of Seven Hundred Fifty Dollars (\$750.00) [Five Hundred Dollars (\$500.00) for pro-rated employees] for each year. Employees who wish to receive a stipend must notify the payroll office (benefits) in writing of their decision not to avail themselves of health benefits. Such notice must be received by September 15 of each year.

SECTION B. DENTAL - The Employer agrees to pay the full premium to provide full family dental coverage insurance (the same as specified in the YEA contract) accordingly:

For staff without other dental coverage:

Basic Services payable at 75% of reasonable and customary. Such as examinations, prophylaxis (cleaning), fillings, diagnostic x-rays, periodontics (gum disease), endodontics (root canals), fluoride treatment (to age 18), oral surgery and anesthetics, inlays and onlays and crowns (and repair).

Major Services such as dentures (full and partial and bridges and bridge repair) payable at 50% of reasonable and customary with a combined annual maximum of \$1,000 per year/per person for total benefit.

Orthodontic Services benefit, payable at 50% of reasonable and customary charges with a \$500 per person lifetime maximum. Orthodontic services are available up to age 19.

For staff with other dental coverage:

Basic Services payable at 50% of reasonable and customary. Such as examinations, prophylaxis (cleaning), fillings, diagnostic x-rays, periodontics (gum disease), endodontics (root canals), fluoride treatment (to age 18), oral surgery and anesthetics, inlays and onlays and crowns (and repair).

Major Services such as dentures (full and partial and bridges and bridge repair) payable at 50% of reasonable and customary with a combined annual maximum of \$1,000 per year/per person for total benefit.

Orthodontic Services benefit, payable at 50% of reasonable and customary charges with a \$500 per person lifetime maximum. Orthodontic services are available up to age 19.

SECTION C. VISION - The Employer shall pay premiums to provide vision insurance coverage as listed below:

	<u>Optometrist</u>	<u>Ophthalmologist</u>
Vision Examination, up to	\$35.00	\$45.00
<u>Spectacle Lenses (pair)</u>	<u>Clear</u>	<u>Tinted/Coated</u>
Single Vision, up to	\$38.00	\$42.00
Bifocal, up to	60.00	70.00
Trifocal, up to	72.00	84.00
Lenticular, up to	84.00	98.00
<u>Frames, up to \$40.00</u>		\$40.00
<u>Contact Lenses</u> (Pair, including the exam) - In lieu of all other benefits (exam, lenses and frames) during any 12 consecutive month period.		
Necessary, up to		\$200.00
Cosmetic, up to		115.00

THERE IS NO ASSURANCE THE ABOVE SCHEDULE WILL COVER THE ENTIRE COST OF THE EXAMINATION, LENSES AND/OR FRAMES.

SECTION D. HEALTH, DENTAL AND VISION - Health, dental and vision benefits are extended to seniority employees upon enrollment following satisfactory completion of probation. Seniority employees who work four (4) to six (6) hours a day will be eligible to have sixty-seven (67%) percent of their premiums paid by the Employer, subject to the above provisions. Those employees who work less than fifty-two (52) weeks a year will be entitled to maintain their coverage on a year-round basis at the Employer’s expense. Seniority employees who work less than four (4) hours do not receive these benefits.

SECTION E. Changes in family status shall be reported by the employee to the Human Resource Office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Employer in his or her behalf for failure to comply with this paragraph.

SECTION F. An employee eligible for Medicare shall enroll for Medicare benefits within thirty (30) days of his or her first eligibility date. The employee shall be held responsible for any overpayments of insurance premiums made by the Employer for failure to comply with this paragraph.

SECTION G. The benefit levels in this Article, insofar as they are increased or improved benefits over those offered in the immediately preceding Master Agreement, do not become effective until 30 days after Board ratification.

SECTION H. EMPLOYEE ASSISTANCE PLAN - Should the Board maintain an Employee Assistance Plan, all regular employees in the bargaining unit shall be eligible for the full benefits thereof on a voluntary basis. The YSSA shall be represented on any district-wide EAP oversight committee.

SECTION I. CONTINUATION OF COVERAGE - Pursuant to federal law, the Board must make available continuation coverage of health benefits at cost for employees and beneficiaries who would otherwise have ceased to be entitled to coverage as a result of a “qualifying event”, e.g. employee’s death, termination of employment or reduction in hours, divorce or legal separation, entitlement to Medicare benefits, or dependent ceases to be a dependent child. Employees may make inquiries concerning rights to continuation coverage to the Human Resource Office or the Fringe Benefits Office. This subsection confers no rights to continuation coverage not mandated by federal law.

ARTICLE 17

LIFE INSURANCE

The Employer agrees to pay the premiums for a Double Indemnity Term Life Insurance Policy for all regular seniority employees. The Policy for each employee will be determined as follows:

6 to 8 hour employees	\$40,000
4 to 6 hour employees	\$30,000
Less than 4 hours	\$25,000

1. Employees who have employer provided term insurance have a thirty (30) day conversion right upon termination of employment. Any employee electing his or her right to conversion in order to keep his or her life insurance in force must contact the insurance carrier within thirty (30) days of his or her last day of employment.
2. Employees newly hired by the Employer shall be eligible for Employer paid insurance premiums upon acceptance of application by the insurance carrier on the first day of the month following the month work commenced.

Within the rules of the carrier, a YSSA bargaining unit member may purchase by payroll deduction additional life insurance at the then currently prevailing rate.

ARTICLE 18

PAID HOLIDAYS

SECTION A. All employees will receive holiday pay calculated at the rate of their regular straight time rate (exclusive of any premium) as determined on a normal daily basis for the holidays listed below, provided school is not in session on said days and the employee worked the last scheduled work day prior to and the next scheduled working day after such holiday, or is on an authorized paid leave and provided, further, the employee was otherwise scheduled to work. Paid leaves shall mean jury duty, vacation, and funeral leave. In addition, absence due to illness verified by a doctor's excuse and covered by sick leave and personal business days approved in advance by the Employer in accordance with Article 14, Section G., shall also be included as a paid leave. If an employee is absent the day before or the day after a holiday, and has no accrued sick leave, he/she shall only lose one (1) day of holiday pay for each unpaid sick day used.

2007-08

July 4
September 3 (Labor Day)
November 22-23 (Thanksgiving)
December 24
December 25
December 26
December 27
December 28
December 31
January 21 (Martin Luther King Day)
February 15 (Winter Weekend)
February 18 (Winter Weekend)
March 21 (Good Friday)
March 24 (Monday after Easter)
May 26 (Memorial Day)

2008-09

July 4
September 1 (Labor Day)
November 27-28 (Thanksgiving)

Winter Break To be determined

January 19 (Martin Luther King Day)
February 13 (Winter Weekend)
February 16 (Winter Weekend)
April 10 (Good Friday)
April 13 (Monday after Easter)
May 25 (Memorial Day)

2009-10

July 3
September 7 (Labor Day)
November 26-27 (Thanksgiving)
Winter Break (TBD)
January 19 (Martin Luther King Day)
February 12 (Winter Weekend)
February 15 (Winter Weekend)
April 2 (Good Friday)
April 5 (Monday after Easter)
May 31 (Memorial Day)

ARTICLE 19

VACATIONS

SECTION A. Employees who work full time for fifty-two (52) weeks will earn toward vacation with pay in accordance with the following schedule. The vacation year shall be July 1st to June 30th. If, on July 1st of each year, the employee has -

Six (6) months but less than one(1) year's seniority -

One-half (1/2) working day for each month of service in the previous fiscal year, up to five (5) working days;

One (1) but less than eight (8) years seniority -

One (1) working day for each month of service in the previous fiscal year, up to ten (10) working days;

Eight (8) but less than fifteen (15) years seniority -

One and one-half (1 1/2) working days for each month of service in the previous fiscal year, up to fifteen (15) working days;

Fifteen (15) years or more seniority -

One and three-quarters (1 3/4) working days for each month of service in the previous fiscal year, up to twenty (20) working days. (Provided, it is further understood that this additional vacation for fifteen [15] year employees (i.e. five [5] days) is granted with the understanding that said additional days must be taken at a time other than during the summer, from the close of school in June to the beginning of school in September as worked out with the Employer in accordance with Section B. below.)

Credit will be earned only for those months in which an employee received pay for eighty (80%) percent of the scheduled working days.

SECTION B. Vacation will be granted at such times during the year as are suitable considering both the wishes of the employee and the Employer.

If for reasons of District convenience or necessity, an employee is asked to work during a scheduled vacation the employee will be compensated for the loss of vacation or will be allowed at the employee's option to carry over unused vacation days to the succeeding year.

SECTION C. When a holiday is observed by the Employer on a day other than Saturday or Sunday during the scheduled vacation, the vacation will be extended one (1) day continuous with the vacation. The employer will give the employee advance notice of the paid holiday.

SECTION D. A vacation may not be postponed from one (1) year to another and made cumulative, but will be forfeited unless completed during each fiscal year. However, an employee may carry forward five (5) unused vacation days from one fiscal year to the next.

SECTION E. If an employee becomes ill and is under the care of a duly-licensed physician during his/her vacation, his/her vacation will be re-scheduled if possible. In the event this incapacity continues through the year, he/she will be awarded payment in lieu of vacation. The illness during the vacation will be charged against his/her sick leave.

SECTION F. If a regular pay day falls during an employee's vacation, he/she will receive that check in advance before going on vacation. Should an employee change his/her vacation, he/she must make a request for his/her check one (1) month before leaving, if he/she desires to receive it in advance.

SECTION G. If an employee is laid off or retires, he/she will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who receives credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.

SECTION H. Employees will be paid their current straight-time rate based on the employee's regularly scheduled hours per day.

SECTION I. In the event a less than fifty-two (52) week employee becomes a fifty-two (52) week employee, said employee shall have his/her seniority for purposes of computing vacation eligibility determined from the date established in Article 7, Section A.

ARTICLE 20

SECRETARIAL CLASSIFICATION

SECTION A. Secretarial positions shall be defined as Level 1, 2, 3, 4, 5, 6, 7, or 8 positions.

SECTION B. Level placement for positions shall be as listed in Appendix A, however, no secretary shall suffer a loss of pay as a result of a downgrade in class placement for so long as he/she remains in his/her position with substantially the same responsibilities and shall receive step increment in his/her current classification.

SECTION C. SECRETARIAL LEVEL REVIEW PROCESS - The Secretarial Level Review Committee shall be responsible for reviewing all written requests received from administrators or secretaries for secretarial level review.

The Committee shall meet semi-annually to review secretarial level review requests and to make recommendations to the Superintendent. The Committee shall also meet "on call", as deemed necessary by the Superintendent in the event of new or revised positions or in the event of other reasons satisfactory to the Superintendent. The members of the Committee shall include three (3) administrators designated by the Superintendent and three (3) delegates of the Ypsilanti Support Staff Association.

Any administrator or secretary seeking a level review for a secretary must submit a written request no later than April 1 or October 1 to the Director of Human Resources. The Director of Human Resources will submit a copy of each request to each committee member at least fifteen (15) days prior to the semi-annual meeting. The meeting will be set by the Director of Human Resources who may serve on the Committee if designated by the Superintendent as one of the administrator members.

The written request must include rationale for the level review, including the following:

1. Qualifications or skills necessary for the position.
2. Budgetary implications.
3. Representative work criteria:
 - Judgment required
 - Independence/degree of supervision received
 - Complexity of relationships
 - Scope of responsibility
 - Direction of work flow
 - Complexity of work
4. Statement of support from supervising administrator (optional).

The administrator or secretary requesting a reclassification may submit any other accompanying data which may prove pertinent to the recommendation of the Secretarial Level Review Committee. The committee may request such additional data, justification or information as it deems necessary.

The Secretarial Level Review Committee shall assess and/or evaluate each reclassification request and submit its recommendations to the Superintendent no later than May 1 or November 1. All recommendations shall include rationale. The Superintendent shall act upon recommendations by June 1 or December 1.

The Director of Human Resources, upon receiving the decision of the Superintendent, shall notify, in writing, the administrator or secretary who submitted the request. All secretarial reclassification approvals shall be effective as of July 1 or January 1. Decisions to downgrade a position are grievable if the downgrade results in a decrease in pay for a bargaining unit member who is then in the position. The grievance must be on the basis that the downgrade was in bad faith, arbitrary or capricious. Decisions of the Superintendent granting or denying an upgrade in position are final (except by reconsideration of the Superintendent) and are not grievable.

SECTION D. SECRETARIAL WORK YEAR - All secretaries who are not 52 week employees will work the following:

- 42 week secretaries – 210 days (inclusive of holidays) – 8 hours per day
- 38 week secretaries – 190 days (inclusive of holidays) – 8 hours per day

Principals and supervisors can regulate their building secretary's schedules to fit their needs, as long as the required number of work days are fulfilled.

Any variation of the traditional schedules should be reported to the Human Resources Office. It is the responsibility of each administrator to monitor the contractual obligations of days.

Secretary schedules must fall within the July 1 – June 30 time period.

ARTICLE 21

WAGES

SECTION A. The wages of employees covered by this Agreement are set forth in Appendix "A" which is attached to and incorporated in this Agreement. The Board agrees to pay such amounts as are mandated by law for the retirement benefits for each employee to the Michigan Public School Retirement Fund, pursuant to Act 224 of the Public Acts of 1974, as amended.

SECTION B. Paychecks will be released every other Friday, except that the afternoon shift employees will receive their checks every other Thursday at the close of their shift, provided, however, that secretarial-clerical employees shall continue to receive their pay in twenty-three (23) pay periods where applicable, and provided, further, for all employees hired after July 1, 1975, one (1) week's pay shall be held back. Members who work 38-42 weeks will be given the option to receive their pay in 26 pay periods.

SECTION C. A seniority employee eligible for sick leave who suffers injury compensable under the Worker's Compensation Act shall be paid the difference between his regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave, the difference between Worker's Compensation and regular rate of pay. In order to be eligible to use sick leave in conjunction with Worker's Compensation benefits as provided above, said employee must notify his immediate supervisor within two (2) working days in writing on the form of his injury. If sick leave is exhausted, the employee will remain on Worker's Compensation until its benefits are exhausted. Upon return to work, said employee shall be credited with fifty (50%) percent of the sick leave used up during said period.

SECTION D. The Board shall continue to provide a lump sum termination pay benefit for employees with fifteen (15) or more years of service with the District who retire or die while in the Board's employment, said benefit to be computed at the rate of sixty (\$60.00) dollars per year of service, provided said employee is eligible to participate in the retirement system for public school employees. In the case of death, the above benefit will be paid to the beneficiary(ies) listed on the employee's District-provided life insurance or, if no beneficiary(ies) is/are designated, to the deceased employee's estate.

An employee who retires after July 1 will receive their lump sum termination payment on September 1 of the next calendar year.

ARTICLE 22

LONGEVITY

SECTION A. All employees covered by this Agreement in the active pay status of the Board as of October 1 of any year shall be entitled to receive longevity pay for length of continuous service with the Employer as defined below.

For the purpose of this longevity section, continuous service is defined as unbroken or un-interrupted hours of services from the member's hire date. Continuous hours of service shall include paid sick leave days, workman's compensation, personal business days, vacation days, funeral leave, jury duty, and holiday pay.

Continuous service shall be broken by:

1. Quitting
2. Discharge for cause
3. Termination due to a reduction of employees
4. Removal from active pay status (layoff, unpaid sick leave, disability leave, or other leave of absence for a period of more than 30 work days)
5. Retirement

When an employee returns to active pay status, he/she will begin to accumulate continuous service credit for the next year's longevity payout based upon, and added to, his/previous years of service accumulation.

Longevity is paid to a bargaining unit member when they have accrued five (5) years of continuous active pay status as of October 1st of any year. Following the employee's sixth (6th) year of continuous active pay status, the employee will receive annual longevity payment based on the previous year's hours worked. Longevity payment will be paid in November of each year.

Longevity pay shall be computed based on the hours paid for the fiscal year preceding the year of payment, in accordance with the following schedule of payment: (The fiscal year shall be July 1 through June 30)

<u>CONTINUOUS SERVICE</u> (as of October 1)	<u>CENTS PER HOUR PAID</u>
5 or more and less than 10 years	10 cents
10 or more and less than 15	15 cents
15 or more and less than 20	20 cents
20 or more and less than 30	25 cents
30 or more	30 cents

ARTICLE 23

NO-STRIKE CLAUSE

SECTION A. The Association agrees that during the entire life of this Agreement, there shall be no sanctioned or condoned strike or work interference of any kind, including concerted use of paid leave time or sympathy strikes. The Association further agrees that the officers of the Association will take prompt affirmative action to try to prevent or stop wildcat strikes or work interferences of any kind.

ARTICLE 24

GENERAL

SECTION A. Supervisory employees shall not be permitted to perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen circumstance which calls for immediate attention and for the instruction or training of employees, including demonstrating the proper methods to accomplish the task assigned. In addition, the Employer does not intend, under ordinary circumstances, to have supervisory personnel perform the routine work usually performed by the secretarial-clerical employees covered by this Agreement.

SECTION B. The Employer agrees that in the event any work presently performed exclusively by bargaining unit employees is moved outside the bargaining unit, the Employer will discuss the movement of work with the Association in order to provide for the protection of the seniority of employees involved.

SECTION C. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged Board practices, between the Board and its employees or the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto, shall not be binding upon either party unless executed in writing by the parties involved.

SECTION D. If any Article or Section of this Agreement shall at any time be held contrary to law by a court or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect.

SECTION E. 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 all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the rights and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter 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 F. Two (2) Association officials, one (1) from the custodial maintenance area and one (1) from other areas, shall be designated as the Association Safety Representatives to attend all district-wide safety committee meetings. Employees should report any unsafe practice, conditions or fire hazard to their immediate supervisor. If the matter is not resolved, the employee may file a written complaint with the appropriate committee member and the matter will be referred to the district-wide safety committee.

SECTION G. SCHOOL IMPROVEMENT - Each support staff classification shall have a representative, appointed by the Union, to the District-Wide School Improvement Committee. The School District agrees that no bargaining unit member will suffer a loss of pay for meetings scheduled during a representative's regular work hours. Service on this committee will be voluntary. Failure to serve on the School Improvement Committee shall not be considered in any evaluation.

ARTICLE 25

EVALUATION PROCEDURE

SECTION A. Each employee's job performance shall be evaluated annually in writing by his/her immediate supervisor.

SECTION B. Probationary employees shall be evaluated in writing within a sufficient time period to allow for improvement to be made before the completion of the agreed upon probationary period.

SECTION C. Upon the request of the employee, the evaluating supervisor shall review the evaluation of the employee. In the case of seniority employees, deficiencies observed by the evaluator and noted on the evaluation instrument shall be accompanied with constructive suggestions on how improvement can be demonstrated. The employee may request that an Association representative be present at any evaluation proceeding, at which ratings of unsatisfactory performance occur.

In the event an employee disagrees with a written evaluation, he/she may exercise the option of attaching written comments to the evaluation instrument.

SECTION D. Evaluations shall be signed by the employee. However, the signature of the employee shall represent only an indication that he/she has read the evaluation; not that the employee is necessarily in agreement with its contents. The form(s) used to evaluate employees shall provide space for employee comment.

SECTION E. Unsatisfactory work performances shall be discussed with the employee prior to any formal written evaluation. This provision shall apply to seniority employees only.

SECTION F. The forms adopted for use in evaluating all bargaining unit employees shall be selected by a joint committee made up of at least one (1) bargaining unit member and at least one (1) administrator. All bargaining unit members within a classification shall be evaluated on an identical evaluation form. In the event that the committee cannot agree on a form, the form currently in existence will be used.

ARTICLE 26

TRANSPORTATION UNIT

SECTION A. CLASSIFICATIONS

1. Regular drivers are full-time drivers who work five (5) days per week on their own regular run.
2. The Board agrees to maintain a reasonable number of utility drivers. Utility drivers have bargaining unit status. Their positions shall be biddable and they shall be ranked on the basis of seniority. Upon completion of the fifty (50) work day probationary period, the utility driver will accumulate seniority within his/her respective classification and enjoy the benefits as would other employees. A utility driver who transfers to a regular driver position will maintain his/her accumulated seniority from the first day of hire.
3. Head Bus Dispatcher and Bus Dispatcher.
4. Transportation Para-educator – see Para-educator classification on page 16.

SECTION B.

1. The Transportation Supervisor or his/her designee (ordinarily the Bus Dispatchers) shall have authority to assign runs, adjust runs, and transfer drivers to other runs in order to best serve the needs of the District. Before a permanent change is initiated, the Transportation Steward must be notified in writing.
2. Once runs have been routed and timed, any adjustment requested by a driver will be considered by the transportation supervisor..
3. Subject to the provisions of paragraph 1, assignments will be made on the basis of seniority. When a regular run becomes open after the beginning of the first semester, it will be assigned to a utility driver until a bump meeting is held during the last full week of the semester. When a regular run becomes open after the beginning of the second semester, the run will be assigned to a utility driver until the end of the school year. When an additional daily route is to be added to the regular run of a driver (i.e., after school activities), it will be posted for forty-eight (48) hours and assigned on the basis of seniority, provided, however, no driver has the right to a regular assignment resulting in more than an eight (8) hour day. However, nothing in this paragraph shall serve to prevent the employer from making an assignment resulting in a driver working more than an eight (8) hour day.
4. Drivers may not accept additional assignments unless it results in additional hours.
5. Regular bus drivers will work regular assigned runs five (5) days per week or as many days as school is in session.
6. Runs of regular drivers who are absent or who are unavailable to drive their regular run because of assignment to field trip/athletic event will be assigned daily to utility drivers on a seniority basis, if available.
7. Runs, other than special education, that occur during the summer will be posted and assigned by seniority. Any driver applying for a summer run must be available for the total program.
8. Special education runs during the summer will be driven by the regular special education driver, unless said driver requests to be off. Then the run will be posted and assigned by seniority. In the event that special education runs are combined, the run shall be assigned to the most senior of the regular special education drivers having at least one of their students from the school year on the summer run.

9. With regard to special education runs during the summer months, interested employees will be required to sign a list from which the Employer will select employees to substitute for regular summer special education drivers who are absent from work. The substitution will be made on a seniority/rotation basis, assuming the employee selected is qualified to undertake the specific assignment.
10. When a regular driver is absent, the after school activities run which constitutes a portion of his/her run, shall be assigned to seniority drivers on a rotation basis for the duration of the short-term absence if they are available and if the assignment does not interfere with a regularly scheduled run. Short term absences shall mean not more than three (3) working days. The after school activities run of a regular driver whose absence exceeds three (3) working days shall be rotated every three (3) working days.
11. Bus para-educators will be provided for all special education runs whenever it is determined to be necessary. Any special education driver who does not have a para-educator provided to him/her but feels that one is necessary, shall have the right to make a written request for a review or reassessment of his/her run for the purpose of determining whether or not a para-educator is necessary. The request should state the reason(s) why a para-educator is felt to be necessary. Requests shall be submitted to the Transportation Supervisor. The driver shall receive a written response within three (3) work days.
12. The Board shall attempt to maintain effective two-way radios on all buses.

SECTION C. FIELD TRIPS/ATHLETIC EVENTS

The Employer will maintain a published list of all drivers in seniority order.

FIELD TRIPS: Field trips are posted every Wednesday for the following week and will be assigned after 2:00 p.m. of the day of the posting. A field trip is defined as any trip outside the Ypsilanti Public School District boundary lines. Weekend trips and holiday trips are included as field trips, but are posted separately on the Weekend Trip Board in order for drivers to have an equal opportunity to bid.

SHUTTLES: A shuttle is defined as any trip within the Ypsilanti School District that takes place Monday thru Friday.

WEEKEND TRIPS: Stated above in the Field Trip category.

GOODIE BOARD: The Goodie Board is defined as any trip received after the Wednesday posting but needs to be serviced before the next Wednesday posting. Also, the Goodie Board is used to cover any driver who cancels out of an assigned trip regardless of when the notice was given and received by the office. Weekend and holiday trips received after the Wednesday posting, are posted on the Weekend Trip Board.

EXTRA RUN LIST: All shuttles within the Ypsilanti Public School District boundaries are listed on the Extra Run List. The Extra Run List is also used for any additional work where the regular rate of pay is issued, or an outside vendor pays for the services provided. Examples of Extra Run List work items: pickup and drop-off a bus to a repair shop, summertime work, working for another department, or any work needed not directly related to the transportation of students for contracted people with the exception of the shuttles.

For all of the above trips, interested employees will signify their interest in the trip by signing the posting and indicating which trips they desire in order of preference. A number (1, 2, 3, etc) will be placed next to their name indicating the order of preference, even if only one trip is posted. The trips will be assigned on a seniority rotation basis, subject to the following:

1. If a trip is cancelled, the driver scheduled for the trip shall be scheduled for the next unassigned trip on the board.
2. There is no trading of field trips. Drivers must accept or reject trips as their positions come up. They cannot switch with another driver.

3. Whenever a field trip of three (3) hours or more runs through a meal and/or the group stops to eat, a maximum of ten (\$10.00) dollars will be allowed for the meal. The receipt for this meal must be turned in to the Supervisor of Transportation in order to be reimbursed for this meal. Drivers and monitors shall remain with their group(s) during field trips. If the supervisor or dispatcher requires the driver to leave the event to service another group and then return to the original group, there will be no loss of pay. When a field trip runs eleven (11) hours or more, then two (2) meal tickets will be reimbursed.
4. No employee shall be required to enter a building alone at night. Persons in charge of the field trip will sign and put a time on the trip ticket when the driver is released. Drivers will be allowed an additional fifteen (15) minutes to return to the bus garage.
5. When an error is made in assigning field trips, adjustments shall be made if the error is brought to the attention of the dispatcher at least eight (8) hours prior to the scheduled trip.
6. It is understood that coaches or activity sponsors may continue to transport participants in the vans for athletic and other events where small groups such as those involved in track, tennis, golf, wrestling and debate are concerned. The size of these groups shall not exceed federal law. In addition, the bus supervisor and athletic director may continue to drive buses in accordance with current practice.
7. Runs of regular drivers who are absent will be covered by either utility or substitute drivers.
8. When a bus driver has been assigned a field trip which conflicts with his/her regular run, and that assigned trip is canceled on the day of the trip, the driver shall be rescheduled for his/her regular run or a similar such run. If this is not possible and he/she loses his/her regular run for that day, he/she will be paid for said regular run.
9. Probationary and substitute employees shall not be assigned a field trip unless all other eligible seniority drivers have first been given an opportunity to be assigned to the trip.
10. Field trips shall be assigned after 2:00 p.m. on Wednesdays.
11. In the event eight (8) hours prior notice of the availability of a field trip assignment is not given, the assignment will be made, so far as possible, on a seniority rotation basis, but neither the driver who takes the trip nor the driver(s) who decline will be charged with the trip.
12. For field trips where the total mileage to be driven exceeds 100 miles, the driver shall be given a minimum of fifty (\$50) dollars which may be used for emergency needs such as fuel, repairs, towing service, etc. The driver must properly account for such funds, with receipts, and return unexpended funds upon return.
13. If a driver voluntarily signs up for an extra run or field trip, and is unable to fulfill that run, the member shall not be penalized on the 1st occurrence. In the 2nd, and subsequent occurrences, the employee will be given a one-trip rotation penalty for each occurrence. Exceptions to this shall be limited to cancellation for reasons of a subpoena or required jury duty. In such event the driver shall be assigned the next available field trip
14. An absent driver shall not be allowed to come in and sign any trip board for trips unless on an approved business day.

SECTION D. GENERAL

1. All bus routes will be assigned on the basis of seniority annually by using a bidding process. In the event a driver desires a change in runs after the beginning of a school year, he/she may file a written request with the Transportation Supervisor. Bus drivers may be allowed to retain currently assigned buses where feasible.
2. It is understood that if a driver has an accident while driving a bus which is due to the driver's negligence or contributory negligence, or if the driver is otherwise at fault, said driver shall be subject to the disciplinary action up to and including discharge. In addition, a driver's failure to maintain his/her insurability with the District's insurance carrier at the rates in effect for the group shall subject said employee to disciplinary action up to and including discharge. However, in the event the accident was caused by equipment failure, the driver shall not be held liable for fines, charges or damages. Any driver who has his/her driving privileges removed shall have the right to exercise all other rights accorded to him/her with regard to other provisions of this master agreement; i.e., Article 9 Vacancies, Promotions and Transfers or Article 8 Layoff and Recall.
3. The Board shall continue to send transportation unit employees to the Board-designated physician for the annual physical examination required by law, at Board expense.
4. A committee consisting of the bus driver steward, chief steward, two (2) drivers, one (1) mechanic, one (1) office staff member, one (1) dispatcher, one (1) transportation para-educator, and members of management shall meet on a quarterly basis to discuss problems of mutual concern. An agenda shall be prepared for each meeting. A schedule for these meetings will be made at the beginning of the school year with secondary dates set up.

ARTICLE XXVII

DURATION OF AGREEMENT

SECTION A. The provisions of this Agreement shall be effective as of July 1, 2007 and shall continue and remain in full force and effect to and including June 30, 2010. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

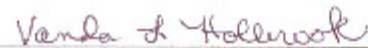
SECTION B. IN WITNESS WHEREOF, the Association and the Employer have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first above written.

YPSILANTI SUPPORT STAFF
ASSOCIATION, MEA/NEA


BOARD OF EDUCATION
YPSILANTI PUBLIC SCHOOLS



President



Secretary



Date Signed



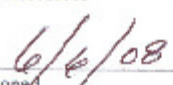
President



Secretary



Executive Director
Human Resources



Date Signed

APPENDIX A: WAGES

SECTION A. 2007-08 and 2008-09: 1% each year as listed
2009-10: Reopen wages only

		<u>2007-08</u>	<u>2008-09</u>
<u>PARA-EDUCATOR CLASSIFICATION</u>			
Transportation Monitor	Start	\$10.47	\$10.57
	One Year	\$11.75	\$11.87
	Three Year	\$12.39	\$12.51
	Five Years	\$13.36	\$13.49
Transportation Monitor-POHI	Start	\$10.83	\$10.94
	One Year	\$11.71	\$11.83
	Three Year	\$12.67	\$12.80
	Five Years	\$13.64	\$13.78
Systems Operator, Aquatic Para-educator Technical Para-educator (RCTC) Literacy Academy Para-educator	Start	\$13.47	\$13.60
	One Year	\$13.99	\$14.13
	Three Year	\$14.52	\$14.67
	Five Years	\$15.04	\$15.19
Head Aquatic	Start	\$14.70	\$14.85
	One Year	\$15.22	\$15.37
	Three Year	\$15.75	\$15.91
	Five Years	\$16.28	\$16.44
Building Assistant	Start	\$13.06	\$13.19
	One Year	\$13.53	\$13.67
	Three Year	\$13.95	\$14.09
	Five Years	\$14.30	\$14.44
Head Building Assistant	Start	\$14.32	\$14.46
	One Year	\$14.93	\$15.08
	Three Year	\$15.53	\$15.69
	Five Years	\$16.13	\$16.29
<u>HIGHLY QUALIFIED PARA-EDUCATOR</u>			
Classroom/Inclusion (No toileting) Instructional Para-educator Academic Mentor Preschool Assistant ESL/Bilingual Para-educator	Start	\$13.75	\$13.89
	One Year	\$14.10	\$14.24
	Three Year	\$14.46	\$14.60
	Five Years	\$14.82	\$14.97
Classroom/Inclusion (Toileting required)	Start	\$14.16	\$14.30
	One Year	\$14.52	\$14.67
	Three Year	\$14.88	\$15.03
	Five Years	\$15.23	\$15.38
POHI Teacher Assistant Day Treatment Program	Start	\$14.48	\$14.62
	One Year	\$14.88	\$15.03
	Three Year	\$15.23	\$15.38
	Five Years	\$15.58	\$15.74

		<u>2007-08</u>	<u>2008-09</u>
<u>FOOD SERVICE CLASSIFICATION</u>			
Head Chef		\$17.80	\$17.98
Food Service I	Start	\$12.05	\$12.17
	After Probation	\$12.53	\$12.66
	One Year	\$12.87	\$13.00
	Two Years	\$13.25	\$13.38
Food Service II	Start	\$11.86	\$11.98
	After Probation	\$12.23	\$12.35
	One Year	\$12.61	\$12.74
	Two Years	\$13.16	\$13.29
Assistant Cook	Start	\$13.58	\$13.72
	After Probation	\$13.83	\$13.97
Utility/Food Workers	Start	\$13.78	\$13.92
	After Probation	\$14.19	\$14.33
	One Year	\$14.54	\$14.69
	Two Years	\$15.16	\$15.31
Head Cook	Start	\$14.46	\$14.60
	After Probation	\$15.19	\$15.34
Food Service Driver	Start	\$15.61	\$15.77
	After Probation	\$16.32	\$16.48
	One Year	\$17.16	\$17.33
	Two Years	\$17.98	\$18.16

CUSTODIAN CLASSIFICATION

Custodian	Start	\$15.61	\$15.77
	After Probation	\$16.32	\$16.48
	One Year	\$17.16	\$17.33
	Two Years	\$17.98	\$18.16
Head Custodian--			
Elementary		\$19.11	\$19.30
Middle School/RCTC		\$19.61	\$19.81
High School		\$20.68	\$20.89
Sr. High Shift Leader		\$19.11	\$19.30

SECRETARIAL CLASSIFICATION

Level 1	Beginning	\$13.13	\$13.26
Performing Arts (YHS)	After 1st Year	\$14.00	\$14.14
	After 2nd Year	\$14.50	\$14.65
Switchboard/Receptionist (YHS)	After 3rd Year	\$14.79	\$14.94
	After 4th Year	\$16.01	\$16.17
	After 5th Year	\$16.42	\$16.58

		<u>2007-08</u>	<u>2008-09</u>
<u>SECRETARIAL CLASSIFICATION (continued)</u>			
Level 2	Beginning	\$14.50	\$14.65
Academic Services	After 1st Year	\$15.22	\$15.37
Counseling Department (YHS)	After 2nd Year	\$15.67	\$15.83
Community Education	After 3rd Year	\$15.88	\$16.04
	After 4th Year	\$16.57	\$16.74
	After 5th Year	\$17.04	\$17.21
Level 3	Beginning	\$14.86	\$15.01
Athletics (YHS), Attendance/Mail (YHS)	After 1st Year	\$15.85	\$16.01
Food Service, Instructional Resource Center	After 2nd Year	\$16.31	\$16.47
Maintenance/Custodian	After 3rd Year	\$16.57	\$16.74
Principals (all levels/buildings)	After 4th Year	\$17.14	\$17.31
Student Records (YHS), Adult Education	After 5th Year	\$17.61	\$17.79
Student Support Services			
Level 4	Beginning	\$15.47	\$15.62
Employee Absence	After 2nd Year	\$16.57	\$16.74
Human Resources Office Clerical Assistant	After 1st Year	\$17.05	\$17.22
	After 3rd Year	\$17.37	\$17.54
	After 4th Year	\$18.02	\$18.20
	After 5th Year	\$18.54	\$18.73
Level 5	Beginning	\$16.60	\$16.77
District Computer Operator	After 1st Year	\$17.10	\$17.27
	After 2nd Year	\$17.61	\$17.79
	After 3rd Year	\$18.14	\$18.32
	After 4th Year	\$18.70	\$18.89
	After 5th Year	\$19.23	\$19.42
Level 6	Beginning	\$16.98	\$17.15
Accounts Payable/Benefits	After 1st Year	\$18.21	\$18.39
Bookkeeper	After 2nd Year	\$18.78	\$18.97
Payroll Clerk	After 3rd Year	\$19.09	\$19.28
	After 4th Year	\$19.81	\$20.01
	After 5th Year	\$20.36	\$20.56
Level 7	Beginning	\$20.36	\$20.56
Accountant	After 1st Year	\$21.84	\$22.06
	After 2nd Year	\$22.52	\$22.75
	After 3rd Year	\$22.90	\$23.13
	After 4th Year	\$23.77	\$24.01
	After 5th Year	\$24.43	\$24.67
Level 8	Beginning	\$22.79	\$23.02
Administrative Assistant	After 1st Year	\$23.29	\$23.52
	After 2nd Year	\$23.80	\$24.04
	After 3rd Year	\$24.30	\$24.54
	After 4th Year	\$24.81	\$25.06
	After 5th Year	\$25.31	\$25.56

SKILLED TRADES/MAINTENANCE CLASSIFICATION

Head Mechanic	Beginning	\$18.93	\$19.12
	After 1st Year	\$19.68	\$19.88
	After 2nd Year	\$20.44	\$20.64
	After 3rd Year	\$21.20	\$21.41
	After 4th Year	\$21.96	\$22.18
	After 5th Year	\$22.73	\$22.96
Engineer/Utility Trades	Beginning	\$18.12	\$18.30
	After 1st Year	\$18.89	\$19.08
	After 2nd Year	\$19.64	\$19.84
	After 3rd Year	\$20.40	\$20.60
	After 4th Year	\$21.16	\$21.37
	After 5th Year	\$21.92	\$22.14
Electrician/Utility Trades	Beginning	\$17.21	\$17.38
Carpenter/Utility Trades	After 1st Year	\$17.97	\$18.15
Plumber/Utility Trades	After 2nd Year	\$18.74	\$18.93
Mechanic A	After 3rd Year	\$19.49	\$19.68
	After 4th Year	\$20.25	\$20.45
	After 5th Year	\$21.01	\$21.22
Media Technician	Beginning	\$15.99	\$16.15
Mechanic B	After 1st Year	\$16.75	\$16.92
Warehouse/Groundskeeper	After 2nd Year	\$17.50	\$17.68
Mail Deliver/Groundskeeper	After 3rd Year	\$18.27	\$18.45
Utility Tradesperson	After 4th Year	\$19.03	\$19.22
	After 5th Year	\$19.79	\$19.99

TRANSPORTATION CLASSIFICATION

Head Bus Dispatcher		\$20.08	\$20.28
Bus Dispatcher	Start	\$15.77	\$15.93
	After Probation	\$16.43	\$16.59
	One Year	\$17.31	\$17.48
	Two Years	\$18.07	\$18.25
Bus Drivers, Utility Drivers	Start	\$15.61	\$15.77
	After Probation	\$16.32	\$16.48
	One Year	\$17.16	\$17.33
	Two Years	\$17.98	\$18.16

SECTION B. In order to simplify the movement of employees on the salary schedule to the one (1) year level and subsequent levels, movement shall take place each July 1 based on the following criteria. If an employee is employed prior to January 1, the employee will move to the one year level the following July 1, provided he/she has completed his/her probationary period by July 1. If employed after January 1, the employee will not move to the one year level on July 1, but must wait until the succeeding year to move to the one (1) year level.

If a secretary is promoted from one group to the next, the secretary will go in at the same experience level in the next group. The Board shall continue to have the option to grant credit for outside experience.

It is understood that these provisions shall not apply retroactively.

SECTION C. The District reserves the right to designate one of the skilled trades persons who meet the qualifications to assume the additional responsibilities of engineer. Said person shall receive a premium of sixty (\$.60) cents per hour and will be assigned said additional responsibility.

SECTION D. Any employee required to hold certificates or licenses shall receive an additional five (\$.05) cents per hour per certification to a maximum of four (4) certificates twenty (\$.20) cents per hour. The Employer agrees to pay for licensing or renewal fees.

SECTION E. The district reserves the right to select one person from among the non-building based skilled trades employees (electrician, carpenter, plumber, head painter, skilled maintenance, and utility tradesperson) to assume the additional responsibilities of maintenance leader. The maintenance leader shall have no disciplinary authority. The maintenance leader shall receive one (\$1.00) dollar per hour more than the highest paid employee in the above categories and shall be assigned additional responsibilities of assistance to the Supervisor of Maintenance/Custodians.

SECTION F. The Board of Education will pay up to \$300 per year for advanced training in the areas of technology and/or related skilled trades courses. Courses must be approved in advance to qualify for reimbursement.

SECTION G. The Board of Education will reimburse the cost of testing for any para-educator who takes and passes the MTTC Basic Skills Test, Work Keys or another approved local or MDE assessment used to become Highly Qualified under the Elementary/Secondary Education Act – No Child Left Behind (ESEA-NCLB)

Further the Board of Education will reimburse up to \$300.00 per year for a para-educator to return to an institute of high learning to enroll in courses in the pursuit of an Associate of Arts degree to meet ESEA-NCLB requirements to become Highly Qualified. Courses taken must be required for an approved Associate of Arts degree and approved in advance by the Board of Education to qualify for reimbursement. Reimbursement will be given upon passing the course.

SECTION H: The Board will make every effort to provide all employees in-service that is needed to carry out their respective duties. In addition the district will provide time before and after the school year for startup and close down purposes. This additional time will be scheduled as needed by the respective supervisors of the department.

SECTION I: It is understood that any person who assumes a mechanic position, or is hired into a mechanic position with the District, must supply his/her own hand tools up to one and one half (1 ½) inch in size, tool boxes, or tool carrying devices prior to assuming a mechanic's position.

Standard electric or air drive drills, impacts, grinders, screwdrivers or other powered tooling, up to and including one half (1/2) inch drive size, are considered as hand tools.

It is the mechanics responsibility to secure his/her tools when completing a task and leaving his/her work station. The District will not replace any tooling that becomes "missing" by leaving tools unsecured or unattended when leaving the work area/station.

The District will replace any tooling that becomes broken in the course of repairing District equipment/vehicles, or is stolen from a secured tool box or secured area (locked tool closet) due to vandalism. Broken tooling must be turned in to the supervisor prior to replacing.

LETTER OF AGREEMENT

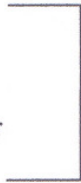
Skilled Trades & Maintenance Classification

Electrician/Utility Trades
Carpenter/Utility Trades
Plumber/Utility Trades
Mechanic A



Change "After 5 years" step to \$21.52

Media Technician
Mechanic B
Warehouse/Groundskeeper
Mail Deliver/Groundskeeper
Utility Tradesperson



Change "After 5 years" step to \$20.71

For the Association:

Larry Hankins

7-18-08

Date

For the Board:

John Fulton

7/18/08

Date

Effective with the 08-09 Salary Table

APPENDIX B

Health Benefits-at-a-Glance

Community Blue PPO (Plan 1)	
In-Network	Out-of-Network

Preventive Services – Limited to \$250 per member per calendar year

Health Maintenance Exam	Covered – 100%, one per calendar year, includes select lab and diagnostic procedures	Not Covered
Annual Gynecological Exam	Covered – 100%, one per calendar year	Not Covered
Well-Baby and Child Care	Covered – 100% <ul style="list-style-type: none"> • 6 visits per year through age 1 • 2 visits per year, age 2 through age 3 • 1 visit per year, age 4 through 15 	Not Covered
Immunizations	Covered – 100%, up through age 16	Not Covered
Fecal Occult Blood Screening	Covered – 100%, one per calendar year	Not Covered
Flexible Sigmoidoscopy Exam	Covered – 100%, one per calendar year	Not Covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%, one per calendar year	Not Covered

Mammography

Mammography Screening	Covered – 100%	Covered – 80% after deductible
	One per calendar year, no age restrictions	

Physician Office Services

Office Visits	Covered - \$10 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100%	Covered – 80% after deductible, must be medically necessary
Office Consultations	Covered - \$10 copay	Covered – 80% after deductible, must be medically necessary

Emergency Medical Care

Hospital Emergency Room – approved diagnosis	Covered - \$50 copay, waived if admitted or for an accidental injury	Covered - \$50 copay, waived if admitted or for an accidental injury
Physician’s Office – approved diagnosis	Covered – 100%	Covered – 100%
Urgent Care Center	Covered - \$10 copay, waived if a medical emergency or accidental injury	Covered – 80% after deductible, waived if a medical emergency or accidental injury
Ambulance Services – medically necessary	Covered – 100%	Covered 100%

Diagnostic Services

Laboratory and Pathology Tests	Covered – 100%	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 100%	Covered – 80% after deductible
Radiation Therapy	Covered – 100%	Covered – 80% after deductible

Community Blue PPO (Plan 1)	
In-Network	Out-of-Network

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered – 100%	Covered – 80% after deductible
Delivery and Nursery Care	Covered – 100%	Covered – 80% after deductible
Hospital Care: Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 100%	Covered – 80% after deductible
	Unlimited days	
Inpatient Consultations	Covered – 100%	Covered – 80% after deductible
Chemotherapy	Covered – 100%	Covered – 80% after deductible

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100%	Covered - 100%
	Up to 120 days per calendar year	
Home Health Care	Covered – 100%	Covered - 100%
	Unlimited visits	

Surgical Services

Surgery, including all related surgical services, anesthesia and surgical assistance	Covered – 100%	Covered – 80% after deductible
Voluntary Sterilization	Covered – 100%	Covered – 80% after deductible

Human Organ Transplants

Liver, Heart, Lung, Pancreas and Heart-lung	Covered – 100%	Covered 80% after deductible
	Up to \$1 million maximum per transplant	
Bone Marrow	Covered – 100%	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 100%	Covered – 80% after deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care and Substance Abuse Care	Covered – 100%	Covered 80% after deductible
Outpatient Mental Health Care	Facility and Clinic: Covered – 80% Physician’s Office: Covered – 80%	Facility and Clinic: Covered – 80% Physician’s Office: Covered – 80% after deductible
Outpatient Substance Abuse Care	Covered – 80%	Covered – 80% after deductible
	Up to the state dollar amount which is adjusted annually	

Community Blue PPO (Plan 1)	
In-Network	Out-of-Network

Other Services

Allergy Testing and Therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic Spinal Manipulation	Covered – 100%	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy	Covered – 100%	Covered – 80% after deductible
	Up to 60 visits per calendar year	
Durable Medical Equipment	Covered – 100%	Covered – 100%
Prosthetic and Orthotic Appliances	Covered – 100%	Covered – 100%
Private Duty Nursing	Covered – 50%	Covered – 50%

Deductible, Copays and Dollar Maximums

Deductible	None	\$250 per member, \$500 family
Copays • Fixed • Percent	\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
	20% for mental health care, substance abuse care and 50% private duty nursing	20% for mental health care, substance abuse care and 50% private duty nursing – without a network, these services are covered at the in-network level
Copay Dollar Maximums • Fixed • Percent – excludes mental health care, substance abuse care and private duty nursing	None	None
	Not Applicable	\$2,000 per member, \$4,000 family
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services	

Prescription Drug Coverage

Covered Services: • Federal-legend drugs • State-controlled drugs • Needles and syringes	Traditional Rx Pharmacy (in Michigan): Copay = \$5/generic or \$10/brand name Non-Preferred or Non-PAID Pharmacy: 75% of approved amount less \$5/generic or \$10/brand name
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This is intended as an easy-to-read summary. It is not a contract. An official description of benefits is contained in applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.