

MASTER AGREEMENT

BETWEEN

YALE PUBLIC SCHOOLS

AND

**Aides, Media Tech., and
Custodian/Maintenance Employees
Michigan Education Union/NEA
Yale School Service Union**

August 8, 2023 – June 30, 2026

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AGREEMENT

This Agreement is made and entered into this 8 day of August 2023, by and between the Board of Education of Yale Public Schools (hereinafter referred to as the Employer) and the Yale Public School, Aides, Media Techs, and Custodian/Maintenance employees represented by **Yale School Service Association**, affiliated with the **Michigan Education Association (MEA)** (hereinafter referred to as the Union).

WITNESSETH

WHEREAS, the Employer and the Union recognize and declare that providing quality education for the children of the Yale Public Schools is their mutual aim, and

WHEREAS, the Employer has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Union as the representative of personnel covered herein with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depends upon the Employer's success in establishing a proper service to the community, and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize.

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I
RECOGNITION

- 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 Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment for the term of this agreement of those employees of the Employer as certified and herein below set forth.
- B. The term "employee" as used herein shall include all full-time and regularly employed part-time aides, media techs, custodial and maintenance employees employed by the Yale Public Schools, excluding: all cafeteria employees, bus drivers, bus mechanics, secretaries, supervisory and administrative personnel, all substitutes and all other employees of the Board of Education.
- C. The Employer will not aid, promote or oppose any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE II
UNION DUES AND INITIATION FEES

- A. Membership in the Union is not compulsory. Regular employees have the right to join, maintain, or discontinue their membership in the Union as they see fit. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by the terms of this Agreement, during working hours of the employees or in any manner that may interfere with employees engaged in work.

ARTICLE III
MANAGEMENT RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education as Employer, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this agreement. Such rights shall include, but not be limited to, the right to the following, subject however to the provisions of this agreement:
1. Manage and control the school's business, the equipment, and the operations and to direct the working forces and affairs of the Employer.
 2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this agreement, and the right to establish, modify or change any work or business hours or days after prior notification to the Union.
 3. Regularly evaluate job performance of employees in a professional manner.
 4. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duty to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determining the size of the work force and to lay off employees.
 5. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operations, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

6. Adopt reasonable rules and regulations.
7. Determine the qualifications of employees, including physical and mental conditions.
8. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, department, divisions, or sub-divisions thereof and the relocation or closing of offices, department, divisions or subdivisions, buildings or other facilities.
9. Determine the placement of operations, service, maintenance or distribution of work, and the source of materials and supplies.
10. Determine the financial policies, including all accounting procedures, in all matters pertaining to public relations.
11. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this agreement.
12. Determine the policy affecting the selection, testing or training of employees, provided that such selection shall be based upon lawful criteria.

All rights, powers and interests which have not been granted to the Union by the provisions of this agreement are reserved to the Employer, subject however to the provisions of this agreement.

ARTICLE IV
DISCHARGE AND DISCIPLINE

- A. The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the steward in the district of the discharge or discipline. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the district. Should the discharged, suspended, or disciplined employee, other than a probationary employee, and the steward consider the discharge to be without just cause, a complaint shall be presented in writing through the steward to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be referred to the grievance procedure at Step 2.
- B. Among but not limited to the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following:
1. Unauthorized or excessive absence from work.
 2. Commitment or conviction of any criminal act.
 3. Incompetence or inefficiency.
 4. Insubordination.
 5. Bringing intoxicants or narcotics into or consuming intoxicants or narcotics on any school property or reporting for work under the influence of intoxicating liquor or narcotics in any degree whatsoever.
 6. Waste or misappropriation of public supplies or equipment.
 7. Violation of any lawful written rule or written order made by the Board of Education that has been provided to all members of the bargaining unit.
 8. Deliberate falsification of records.
 9. Failure to complete online training in required time frame (either online or in person).

ARTICLE V
SENIORITY

A. Probationary Employees

1. New employees initially hired into classifications covered by this Agreement in the District shall be considered as probationary employees for 90-120 calendar days of their regularly scheduled active employment. Upon satisfactory completion of this probationary period, he/she shall be entered on the seniority list of the job classification with seniority and benefits to be accrued from the date of initial hire.
2. There shall be no seniority among probationary employees.
3. The Union shall represent probationary employees in matters of wages, hours, and working conditions, except that it will not represent them in matters of discharge, discipline, or transfer for other than Union activities.
4. Probationary employees who are laid-off or discharged shall not have recourse to the terms of this agreement.

B. Regular Seniority Employees

1. Seniority employees who fill vacancies or newly created positions in other job classifications will be considered as “trial period” employees as defined in Article IX, Promotions and Transfers. During any trial period, the Union shall represent trial period employees in matters of wages, hours, and working conditions. However, in matters involving discipline less than discharge and removal for unsatisfactory performance during the trial period, grievances may be processed only to the Superintendent level of the Grievance Procedure.

2. Seniority shall be on a job classification basis in accordance with the employee's date of entry into the classification(s). Employees shall be laid off, recalled, or demoted according to their seniority in their classification(s). An employee on scheduled layoff shall have the right to displace an employee with less seniority who is in a classification previously held by the employee; provided, the senior employee has more seniority in his/her previous classification and is qualified to hold the position held by the employee with less seniority.
3. Seniority shall not be affected by the race, sex, or marital status of the employee.
4. 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 within classification(s). An up-to-date list must be available to the Union twice each year. Such a list shall contain the date of hire, employee's location, classification, and seniority within the classification(s). In the event that two employees have the same initial date of hire, in a classification a lottery draw will be used to determine their seniority. Such ranking shall remain in effect for the rest of their employment in that classification.
5. If an employee transfers to a position under the Employer, not included in the bargaining unit, and thereafter within sixty (60) days transfers back to a vacant position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he /she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this agreement.

C. An employee shall lose their seniority for reasons including the following:

1. They resign.
2. They are discharged and the discharge is not reversed.

3. They are absent for two consecutive working days without notifying the Employer. In proper cases, exceptions may be made. After such absence, the employer will send written notification (registered letter) to the employee at his last known address that he has lost his seniority and his employment has been terminated.
4. If they do not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made. In the event of an exception being made, the Union shall be notified immediately of the exception.
5. They do not return from authorized sick leave and leaves of absence within two consecutive working days from the time expected without notifying the employer specifying valid reasons therefore.

ARTICLE VI
FULL TIME EMPLOYEES

For all benefit purposes, other than health care benefits which are governed by the Affordable Care Act, full time employees shall be determined as:

- A. Maintenance, and custodians at least eight (8) hours per day/forty (40) hours per week.

ARTICLE VII
STEWARDS

- A. The employer recognizes the right of the local Union members to elect one (1) steward for each of the following areas: (1) 52-week employees (custodial/maintenance) (2) Aides/Media Tech. Each steward shall appoint an alternate. The alternate will only act in the absence of the steward.

ARTICLE VIII
LAYOFF PROCEDURE

A. Layoff

1. "Layoff" means a reduction in the workforce due to a decrease in the amount of work required, the lack of available funds, a cutback in enrollment or any combination thereof. If it becomes necessary for a layoff, employees shall be laid off, recalled, or demoted according to their seniority in their classifications with their employer in accordance with Article V.

2. When an employee has a reduction in hours within his/her classification, he or she shall have the right to displace a less-senior employee within the same classification and retain as nearly as possible the same number of hours or runs. As the result of the bumping process, the less senior employee(s) of the same classification shall have the reduction in his or her hours.

B. Employees to be laid off will have at least seven-(7) calendar days notice of layoff during the school year and a minimum of two (2) weeks notice before the beginning of the school year. The Steward shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees. The employees shall be recalled to employment in inverse order of layoff for new positions opening as determined by the work requirements established by the Board for which the employees are qualified. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to respond within five (5) days or fails to report for duty within ten (10) days from date of mailing of notice of recall, he/she shall be considered as resigned.

C. The recall list shall be maintained by the Employer for a period not to exceed two (2) years. If the classification work is privatized, a recall list shall be retained for five (5) years. Thereafter, an employee shall lose his right to recall.

- D. In the event of an unforeseeable school closing or an emergency beyond the control of management, the layoff notice of Section B. above shall not apply.

ARTICLE IX
TRANSFERS AND PROMOTIONAL PROCEDURES

- A. A vacancy shall be defined as an unfilled, unassigned or a newly created position which the board intends to fill. Notice of all vacancies in classifications of the bargaining unit shall be posted on employee bulletin boards within one (1) pay period from date of vacancy, and the employees shall be given five (5) working days' time from posting in which to make application to fill the vacancy or new position. The employee making an application to fill the vacancy or new position with the highest qualifications to perform the duties that the job involves shall be transferred to fill the vacancy or new position. If qualifications are comparable, seniority will prevail in being used to fill the vacancy or new position. Upon being assigned the position, the individual shall be granted a trial period of five (5) working days. Trial periods do not apply to temporary assignments.

B. Promotions

1. Promotions to a higher rate of pay within the bargaining unit shall be made on the basis of qualifications and seniority. Job vacancies shall be posted and applied for in the same manner as set forth above. Any person applying for the promotion and who is qualified therefore shall be granted a ten (10) work day trial period to determine his/her desire to perform the work and for the district to evaluate the job performance. This trial period will be required even if the employee had previously filled the position through a temporary assignment. A conference will be held with the employee and administrator to determine that job performance meets required standards.

If administration deems necessary, an additional 10 working days may be granted to show improvement in the areas of concern. This will be outlined in a meeting or written communication with involved staff. The steward shall have the opportunity to be present at this conference.

2. A transfer shall be defined as a move to another position within the same classification at the same rate of pay and the same number of hours worked daily.
 3. A promotion shall be considered a move to a position or classification that has an increase in hours or results in an increase in yearly gross wages.
- C. During the trial period for promotion, an employee will receive the rate of pay and benefits of the job he/she is performing and shall have the right to return to his/her former position. The trial period may be extended by mutual agreement of the supervisor and the Union. In the event any applicant is denied a promotion or transfer, reason for denial shall be given in writing to the employee and the employee's Union steward.
- D. The parties agree that testing may be used as a means of determining qualifications. The Board shall use assessment procedures consistent with the performance requirements of the position and determine qualifying standards. The Union shall be made aware of the assessment procedures used to determine qualifications and qualifying standards. An employee shall have the right to review test results with management and his/her steward for the classification being tested.

ARTICLE X **NEW JOBS**

- A. The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of pay for a job in which no substantial change in the job has occurred. When a new or revised operation involves duties, which are not specifically described or properly evaluated in an existing job description,

specification and classification, the Employer has the right to develop and establish such new or revised job descriptions, specification and classifications and rates of pay and to place them into effect. Whenever new buildings or a job is made operational, the Employer shall establish the job description.

- B. The Employer will notify the Union of such new or changed jobs and will meet with the Union to negotiate the rate and classification as soon as possible, but in no case more than two (2) weeks following the establishment of the job if said job is deemed to be within the unit herein certified and recognized. If the rate of pay is not negotiated prior to the starting date of the position, the negotiated rate shall be retroactive to the starting date.
- C. It is recognized that several factors determine the need for aides in a building. Since these conditions may vary from year to year, the district shall have the right to adjust the time assignment for an aide. A position may have the time decreased or increased up to 30 minutes in a single situation. An increase/decrease of more than one/two-hour time, or when benefits shall be affected, shall require the position to be posted.
- D. Staff currently serving in a paraprofessional role (assisting classroom instruction) will be given priority for any temporary aide positions for before/after school programs or summer school opportunities. If there are any remaining positions, they will be filled based on seniority.

ARTICLE XI
FILLING ABSENCES

- A. Temporary assignments are for the purpose of filling absences for periods in excess of twenty (20) working days for employees who are on vacation, absent because of illness, etc., and will be awarded on the basis of seniority and qualifications for the classification.

Temporary assignments will be posted not later than the fifteenth (15th) workday except for bus drivers for which the vacancy may be posted when documentation is provided. Work times, hours, and routes will be noted on the posting.

- B. The Employer may use substitutes until twenty (20) working days are reached. On the twenty-first (21st) working day, the temporary assignment will be filled. This substituting opportunity shall not exceed one (1) year or extend into a new school year. In no case shall benefits be accrued as a result of this substituting opportunity.
- C. Employees accepting a temporary assignment will not be required to serve a “trial period” and will remain in that temporary assignment until the employee returns, or until the temporary assignment ends. The employees in temporary assignments will receive the 90 -120 day rate of pay of the temporary assignment and benefits of the job he/she is performing and have the right to his/her former position. If in the same classification, employees in temporary assignments receive the 90 - 120 day rate of pay of temporary assignment and benefits of the job he/she is performing and have the right to his/her former position.
 - 1. Benefits for this article are defined as holiday pay and Act of God days.
 - 2. Personal, sick and vacation leave will continue to accumulate at the rate of the the employee’s permanent position.
 - 3. Personal, sick and vacation leave will be charged for the hours used in the temporary position.

ARTICLE XII
WORK HOURS AND YEAR

A. Working Hours

The regular working hours shall be at the discretion of the Employer, provided that all persons, except aides, shall work consecutive hours.

B. Work Year

Aides will be paid their daily rate for the number of student days they are scheduled to work per school year provided they are present for the entire time in which they are regularly scheduled or have been granted time off in which sick or personal leave is used. On those days when there are no students present, aides may be assigned tasks consistent with their positions. Such assignment may include in-service training. These assignments may exceed the number of hours normally worked by aides. If aides and their supervisor agree that they do not need to remain at work for the remainder of their regularly scheduled work day, they will only be paid for the hours actually worked.

C. Reporting Time for Payroll

The weekly pay period shall run from Monday through the following Sunday. Time will be reported to the building secretary for the two-week pay period no later than the first work day after the pay period ends.

D. Required Building Checks will be rotated amongst the building HEAD Custodians, so that the head custodian 'on duty' will check all of their assigned buildings on their given weekend or identified holiday. This will be done on a rotational basis.

ARTICLE XIII
OVERTIME

- A. Time and one-half will be paid for all time worked in excess of forty (40) hours per week by custodians and maintenance personnel. Prior approval must be obtained from the immediate supervisor or the superintendent. In all cases of overtime, a minimum of two (2) hours overtime will be paid and in all instances the employer maintains the right to assign work during this period.
- B. Overtime shall be divided and rotated as equally as possible within the building and/or according to seniority in the classification and among those employees who regularly perform such work provided they are qualified to perform such work. Scheduled overtime will be posted in a timely manner whenever possible.
- C. For the purpose of this Article, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period.
- D. Custodial and maintenance personnel who are required to work on Sundays or identified holidays shall be compensated at the rate of double time except that building checks shall be made by the head custodians at time and one half (1½) on Saturdays, Sundays and holidays. Any employee required to work on Saturdays shall be compensated at the rate of time and one half (1½). Required building checks will be rotated amongst the Building Head Custodian, so that the 'on duty' custodian will check all of the assigned buildings. This will be done on a rotational basis.
- E. The parties expressly recognize that compensatory time off in lieu of overtime pay is not allowed under this Agreement.

ARTICLE XIV
PAID LEAVES OF ABSENCES

A. Sick Leave

1. Accumulation

- a) For new employees, sick days shall be pro-rated based on the date of hire after successful completion of the probationary period. Additional sick days shall be earned one per month at the beginning of each month through June 30.
- b) All regularly employed full-time employees covered by this agreement shall be allowed to accumulate sick days. All ten-month employees shall receive ten (10) sick days per year and twelve-month employees shall receive twelve (12) sick days per year. Sick days will be posted July 1 for seniority employees. Should an employee leave or become sick and then leave having used sick days in excess of one per month, the employee will have pay withheld for sick days used in excess of one per month. If the pay does not cover these days, the employee is required to reimburse the district for the days not covered by this article. All full-time employees may accumulate a maximum of ninety (90) days.
- c) All regularly employed paraprofessionals, aides and media techs covered by this agreement will be entitled to accumulate up to a maximum of ninety (90) days. New part-time employees will have hours pro-rated and posted the first of each month. Part-time 52-week employees will be entitled to accumulate five (5) days per year up to a maximum of ninety (90) days.
- d) For convenience of record keeping, sick days may be recorded as hour(s) worked daily in the position(s).
- e) Employees with ten(10) years or more seniority terminating employment with Yale Public Schools must provide at least two (2) weeks' notice in order to be entitled to receive pay for all accumulated unused sick leave.

Employees with less than ten(10) years shall lose all

accumulated unused sick days. Employees who do not provide proper notice shall lose all accumulated unused sick leave days.

2. Computation of Benefits

An employee, while on paid sick leave, will be deemed to be on a continued employment for the purpose of computing all benefits referred to in this agreement.

3. Abuse of Sick Leave

The Union agrees that abuse of sick leave as above stated is not only contrary to appropriate employee behavior, but may also subject an employee to disciplinary action. If an employee is absent more than three (3) days in any school year, he/she may be required to provide a doctor's statement on any subsequent sick days if notified by the employer.

4. Accumulation Statement

Employee accumulated days are reported on their pay stub online each pay.

5. Termination Pay

- a) Any full-time employee with ten (10) years full-time in the District shall receive termination pay for all accumulated sick leave at the rate of \$30.00 per day. Effective upon ratification of this Agreement, the Board will pay the above rate to any full-time employee with an accumulation over ninety (90) days, for those days over ninety (90), at the end of each school year.
- b) Part-time employees who work ten (10) years in the District shall receive termination pay for all accumulated sick leave at the rate of \$15.00 per day. Effective upon ratification of this Agreement, the Board will pay the above rate to any part time employee with an accumulation over ninety (90) days, for those days over ninety (90), at the end of each school year.

c) Reduction in Hours

When an employee is reduced from full-time to part-time, the accumulated sick leave at that date shall be frozen for purposes of termination pay.

d) Beneficiary Payment

In the event of a death of a member of the bargaining unit, any accumulated vacation and Sick leave according to Article XIV, paragraph 5(a) and (b) shall be paid to the spouse or beneficiary of the deceased at the appropriate rate (vacation at daily rate, sick time according to Article XIV, Section A.5.)

6. Sick Bank Donation

Any member of the bargaining unit who desires to donate a sick day to a member of the bargaining unit who has used up all of his/her accumulated sick and personal leave because of illness or injury may do so. Employees may donate only one day per individual per year. The sick day that is donated cannot exceed the regularly scheduled work hours in a daily position(s) of the person who is requesting donated time, and the employee who is to receive the donated sick day must be off five (5) consecutive work days to be eligible to receive the first donated sick day on the sixth consecutive day of illness.

7. Worker's Compensation

a) During the first five (5) work days that an employee qualifies and receives worker's compensation payments the employee will be paid the difference between his regular "daily rate of pay" and what he has received in worker's compensation payments, without charge to the employee's sick leave. If the employee does not reach the qualifying threshold as outlined by law, the employee will be required to use leave time during this period to ensure compensation for days not worked.

b) Following the exhaustion of the supplemental without charge to sick leave (i.e., five (5) days in a twelve (12) month period), employees, whose illness or disability entitles them to benefits of worker's compensation, shall be paid only the difference between this coverage and their salary to the extent of personally accumulated sick leave days.

c) An employee's net payment of worker's compensation and supplemental pay (as set forth in a. of this section) shall not be more than the employee would have been paid for working his schedule at the "daily rate of pay" for any period covered by worker's compensation.

d) It is the employee's responsibility to request a billing for unpaid MIP on worker's compensation wages by a third party from the Office of Retirement Services, 800-381-5111.

Interest will accrue on this unpaid MIP until time of payment. Unpaid MIP can be collected through payroll deduction.

B. Personal Business Leave

An employee shall be allowed two (2) personal business days per year, upon three (3) days prior notification to the Employer, except in the case of emergency, not to be deducted from sick leave.

Unused personal business days shall be added to the employees' accumulated sick leave.

C. Funeral Leave

1. An employee shall be allowed up to five (5) working days, in conjunction with the funeral, which shall not be deducted from sick leave, for a death in the immediate family. Immediate family is to be defined as follows:

Mother, Father, Brother, Sister, Wife or Husband, Son or Daughter, Stepchild, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Grandparent-in-law, Grandparents, Grandchildren and Stepparents.

Additional time, up to one (1) week, may be used for the immediate family, but will be deducted from sick leave.

2. The Steward or designee will be allowed one day off to attend the funeral of a member of the bargaining unit, the day not to be deducted from sick leave.
3. One (1) day paid for relative not including any foregoing deducted from sick leave.

D. Holidays

1. The Employer will pay the normal day's wages for the following holidays for all employees covered by this agreement even though no work is performed by the employee. Non-probationary employees serving in a temporary position shall be paid the normal day's wages for the position in which they are currently serving.

Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, Day after Christmas, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, respectively.

Employees will be paid their regular rate for said holidays if they work the last regular scheduled workday prior to the holiday or were excused. Employees who are not scheduled to work the summer months shall not receive Memorial Day as a holiday.

2. A floating holiday will be granted at the request of the employee subject to the following conditions:
 - a) The employee must apply three (3) days in advance unless mutually agreeable.
 - b) The District reserves the right to limit the number of floating holidays used on a particular day subject to staffing needs and the availability of substitutes.
 - c) If not used, the day shall be added to his/her sick bank.
3. When the scheduled holiday falls on Saturday, the employees shall receive the Friday prior to the holiday off with pay; if the scheduled holiday falls on Sunday, the employees shall receive the Monday after the holiday off with pay. In the event that either the Friday prior to the holiday or the Monday after the holiday would be a school session day, the Employer shall pay the employees the holiday pay.

4. Employees required to work on any of the above-named holidays shall receive double time in addition to holiday pay.
5. Paraprofessionals, Title I Aides, Recess and Lunch Aides will be given one (1) day (respective hours) paid holiday during Christmas Break and also Monday of Mid-Winter Break (respective hours) as a paid Holiday. If school is required to be in session on the Monday of Mid-Winter Break, this will NOT be a paid Holiday.
6. Custodial and maintenance staff will receive the Friday prior to Labor Day (respective hours) as a paid holiday.

E. Jury Duty

An employee, while serving on jury duty, shall submit the check stub for payment received from the county or other jurisdiction. At such time, the amount received (not including mileage) will be deducted from the following pay.

F. Vacation

1. In the first year of employment, new 52-week employees that do not complete a full calendar year (July 1 - June 30), will have vacation days pro-rated to the date of hire, after successful completion of probation, and will be credited with those vacation days the following July 1.
2. All full-time custodial/maintenance employees who work 52 weeks shall be entitled to two (2) weeks paid vacation after working one full year. After six (8) years of continuous employment, they shall receive three (3) weeks paid vacation, credited on their seniority date. After ten (15) years of continuous employment, they shall receive four (4) weeks paid vacation per year, credited on their seniority date. Vacations may be taken at any time of the year with the advanced approval of the supervisor.
3. Part-Time employees who work a minimum of four (4) hours daily in a 52-week position shall have one week of vacation time based on the hours of their regular work assignment.

4. Employees with ten (10) years or more seniority terminating employment with Yale Public Schools must provide at least two (2) weeks notice in order to be entitled to receive all unused vacation leave days. Employees with less than ten (10) years shall lose all accumulated unused vacation days. Employees who do not provide proper notice shall lose all accumulated unused vacation days.

ARTICLE XV
UNPAID LEAVES OF ABSENCE

- A. Leaves of absence without pay for reasonable periods not to exceed one (1) year may be granted by the Board of Education upon request, in writing, specifying the reasons. Employees returning from a leave of absence shall be returned to the same kind of position as that previously held. Employees returning from a leave of absence may be required to submit to a medical examination at the request and expense of the Employer at any time during their employment.

Seniority shall continue to accumulate during the following unpaid leaves of absence except for personal leaves:

1. Serving in an elected or appointed position, public, or Union
2. Maternity or Illness Leave. A pregnant employee must give written notification of her condition to the Superintendent as soon as she is aware of her condition and must commence such unpaid leave at the time her physician can no longer certify her ability to continue the job. The employee may return from such leave upon medical certification from her physician of her ability to resume the job. Maternity leave will be granted as specified by state or federal law.
3. Prolonged illness to the employee or a member in the immediate family, which shall include the husband, wife, children, or parents.
4. Training relating to employee's regular duties in any approved educational institution.

5. Personal Leave of Absence. Members will not accumulate seniority while on personal leave of absence, but will maintain previously accumulated seniority.

B. Military Service

1. The reinstatement rights of any employee who is inducted into the military service of the United States, by reason of any act or law enacted by Congress of the United States, shall be determined in accordance with the provisions of the law granting such rights.
2. Leaves of absence without pay and without loss of seniority will be granted to employees who are active in the National Guard or branch of the armed forces reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.

C. Union Time

The Board agrees to allow two (2) members of the Union released time, without pay, to attend a function of the Union. Two weeks' notice is required prior to the function.

- D. Members of the bargaining unit who are granted leaves of absence in accordance with this article shall be returned to the same kind of position the employee held prior to the leave of absence, unless that position/run no longer exists.

ARTICLE XVI
HEALTH INSURANCE AND BENEFIT COVERAGE

A. Medical

1. A health insurance committee will be convened at the request of the YSSA to assist in providing information to identify healthcare options. Dependent upon Board Action, **the district agrees to pay the maximum premium contribution by law**. Employee group must make an annual medical insurance carrier selection from District Approved Vendor List and notify the district by May 1st prior to the applicable fiscal year.

Duplication of benefits will not be provided in this plan. Those employees who do not currently receive life insurance shall be provided \$15,000 of group life insurance.

B. The employee may elect a \$1,000.00 cash stipend in lieu of health insurance for eligible full-time employees. The employee will be paid the cash-in-lieu benefit by the last pay of the fiscal year.

C. Dental

The Board will provide to full-time employees dental insurance as detailed in Appendix B.

Multiple classification and employees working less than full-time, but at least four (4) hours per day will receive \$25.00 per month toward the dental program. Employee payments will be worked through Central Office.

D. Vision

The Board will provide to all employees vision insurance.

E. This Article will allow for a coordination of benefits where applicable.

F. Any member of the bargaining unit who is laid off or who is on worker's compensation shall continue to receive health insurance coverage for a period of three months from the date of layoff or injury.

G. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility, termination of coverage, and other matters. The Board by payment of the premium payments required to provide the insurance coverage set forth in Article XVI shall be relieved from any and all liability with respect to disputes regarding coverage and benefits.

The failure of an insurance company to provide any of the benefits for which it has contracted shall not result in any liability to the Board or Union nor shall such failure be considered a breach of any obligation by either of them.

The disputes between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established by this Agreement. The insurance benefits provided by Article XVI shall not begin until the employee has properly completed the necessary forms required by the insurance company and otherwise been enrolled for insurance by the insurance company. There shall be no obligation to an employee for insurance coverage until the employee has been accepted for enrollment by the insurance carrier. It is the employee's duty to complete the necessary forms. Employees shall be notified of insurance benefits by the employer at the time of employment. Unless otherwise notified, insurance coverage for employees shall continue through the summer months. Upon termination of insurance coverage the employer will notify the employee of any conversion rights in accordance with the law.

H. Flu shots will be offered and paid by the employer.

I. Upon ratification, when an employee retires, with the approval of the insurance company, an employee may purchase the maximum allowable additional life insurance at group rate.

ARTICLE XVII **SPECIAL CONFERENCES**

Special conferences for important matters will be arranged between the Steward and the Employer or his designated representative upon request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in a special conference shall be confined to those included on the agenda. Conferences shall be held at mutually agreeable times. Members of the Union shall suffer no loss of time or pay for time spent in such conferences. This meeting may be attended by representatives of the YSSA.

ARTICLE XVIII
GRIEVANCE PROCEDURE

A grievance shall be an alleged violation of the express terms of this agreement.

STEP ONE: If an employee feels he has a grievance, he shall discuss the grievance with the steward. The steward may discuss the grievance with the immediate supervisor. If the matter is not thereby disposed of within two (2) working days, it will be submitted in written form by the steward to the immediate supervisor within five (5) working days from the date the grievance occurred. Written grievances, as required herein, shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or sub-sections of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

The immediate supervisor shall answer the grievance within five (5) working days.

STEP TWO: If the grievance has not been settled, it shall be presented by the Steward in writing, and signed by the grievant, to the Superintendent within five (5) working days after the supervisor's response is received. A meeting will be scheduled within five (5) working days between the MEA representative, classification steward, grievant, supervisor, personnel director, and Superintendent to attempt to resolve the issue. The Superintendent shall respond to the grievance in writing within five (5) working days of the meeting.

STEP THREE: If the grievance remains unsettled, it shall be presented by the Steward in writing to the Board of Education within five (5) working days after the response of the Superintendent is received. The Board of Education shall respond in writing to the Steward within thirty (30) working days.

STEP FOUR:

1. If the answer at Step 3 is not satisfactory and the Union wishes to carry it further, the Steward shall refer the matter to YSSA.
2. In the event that the grievance is not satisfactorily settled at the Board step, the Union shall have ten (10) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to the YSSA Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within sixty (60) days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.
3. In the event YSSA wishes to carry the matter further, it shall, within 30 calendar days from the date of the Employer's answer at Step 3, meet with the Employer for the purpose of attempting to resolve the dispute.
4. If the dispute remains unsettled, and the YSSA wishes to carry the matter further, YSSA shall file a demand for arbitration in accordance with the Federal Mediation and Conciliation Service's Rules and Procedures within ten (10) calendar days.
5. Arbitration proceedings shall be conducted in accordance with the Federal Mediation and Conciliation Service's Rules and Regulations.

6. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this agreement, and shall have no authority to add to, or subtract from, any of the terms of this agreement. He shall have no power to interpret state or federal law. The expenses of the arbitrator shall be paid by the losing party in the arbitration.
7. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
8. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liability shall be canceled. If a grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from date of withdrawal, the grievance shall not be reinstated. If one or more grievances involve a similar issue, both grievances may be withdrawn without prejudice pending the disposition of the appeal of the representative case. In such event, the withdrawal without prejudice will not affect financial liability.
9. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal, a decision within the time limits, or leave the employment of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
10. YSSA shall have no right to initiate a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon.

11. All preparation, filing, presentation, or consideration of grievances shall be held at a time other than when an employee or a participating union representative is to be at his regularly assigned duty station.
12. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustment. In no event shall a grievance settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

ARTICLE XIX
ENTIRE AGREEMENT

This contract contains the entire agreement of the parties. During its life, each party agrees that the other will not be required to engage in further bargaining on any matter, whether covered herein or not, except for matters which are subject to grievance negotiations as provided in Article XXI. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Board of Education and the Union.

ARTICLE XX
SEVERITY

If any provisions of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder. Such provision shall be renegotiated to comply with the law.

ARTICLE XXI
WAIVER

The waiver of any breach or condition of this agreement by the Board of Education shall not constitute a precedent in the future enforcement of the terms of the conditions herein.

ARTICLE XXII
UNION BULLETIN BOARDS

The Union shall have the right to post notices of activities in the matters of Union concern on Union bulletin boards.

ARTICLE XXIII
CLOTHING ALLOWANCE

- A. The Board agrees to supply a uniform style of clothing for maintenance, and custodial personnel. Each employee of these classifications will receive five (5) shirts and five (5) pants in the first year of employment. Each subsequent year, the employee will receive three (3) shirts and three (3) pants or a combination of other appropriate wear. Other acceptable clothing, i.e. coveralls, coat, or boots of equal value may be purchased instead of shirts or pants if the employee's uniforms are acceptable at the sole discretion of the supervisor. The employee is required to wear uniform clothing at work. The Board will consult with Union designated employees regarding color, style, and fabric.
- B. The Board agrees annually to provide an additional \$100.00 (one-hundred dollars) for maintenance personnel and custodians who are responsible for opening a building to purchase approved outerwear at the sole discretion of the supervisor. Approved outerwear may include coveralls (light or heavy) jacket (light or heavy) vest, rain gear or work boots or shoes.
1. All employees wishing to submit an outerwear receipt must have the following:
 - a. A readable itemized receipt
 - b. Submitted by 4:00 PM, September 30, to the Business Office.
 - c. All staff will be reimbursed in October if they have met requirements a & b.
- C. Aides with one (1) year of service regularly assigned to playground duty will be provided a coat.
1. The District will pay \$75 toward a new garment every three (3) years and the employee may keep the garment at the end of the second year.
 2. The District will determine the garment in collaboration with the Aides' Steward.

ARTICLE XXIV
WORK BREAKS

All employees who are scheduled to work consecutive hours shall receive paid work breaks accordingly:

Four (4) or more hours but less than five (5) = One (1) ten (10) minute break
Five (5) or more hours but less than six (6) = Two (2) ten (10) minute breaks
Six (6) or more hours but less than seven (7) = Two (2) fifteen (15) minute breaks
Seven (7) or more hours = Two (2) fifteen (15) minute breaks and thirty (30) minute paid lunch

} Breaks may be combined.

ARTICLE XXV
ACT OF GOD DAYS

In the event schools are closed due to inclement weather or other Acts of God, custodians are not required to report to work for the first three (3) Act of God Days declared by the district and will be compensated their daily rate of pay. Days beyond the first three (3), employees are expected to report to work and will be compensated for their respective daily rate of pay. If the employee does NOT report to work, they may use qualified leave time (floating holiday, vacation, or personal day) in order to ensure compensation for their daily rate of pay for that particular day. If employees elect NOT to report to work AND the employee has exhausted qualified leave time as outlined above, then the employee will NOT be compensated and will be considered an unpaid leave day.

The practice of receiving equal hours of vacation for hours worked is eliminated. The exception to this would be if the employee is mandated by management to report to work on one of the Act of God Days, then the employee shall receive their regular rate of pay and equivalent time will be added to the vacation time of those that are mandated to report to work. Day Head Custodians and Maintenance may routinely be required to work on Acts of God Days (i.e., snow removal, etc.)

Part time employee's schedules will not be changed on Act of God Days.

If school is called off after an employee's regular scheduled shift time begins and have reported to work, employees who report to school at their regular scheduled shift time will receive a two-hour "show up" time and be required to work those two (2) hours.

On days schools are closed due to inclement weather or other Acts of God and are able to be counted as days of pupil instruction for purposes of state aid, bus drivers, aides and media tech need not report and shall receive their regular rate of pay. On those days schools are closed due to inclement weather or other Acts of God, and which are not able to be counted as days of pupil instruction for purposes of state aid, aides shall not report and shall receive no pay.

ARTICLE XXVI
MISCELLANEOUS PROVISIONS

- A. The Employer agrees to pay the cost of all extra schooling and training that is necessary for the maintenance staff to meet State certification requirements at no loss of pay to the employee and with the superintendent's approval. The District will pay for the first test. If the employee fails, any required subsequent tests will be at the employee's expense. Failure to certify may result in termination.
- B. Any employee required to use his own automobile in the performance of work for the School District shall receive mileage compensation at the I.R.S. allowable minimum.
- C. When school buildings are used for community activities outside the scope of regular working hours, a custodian will be hired if the Board determines that custodial duties must be performed.
- D. In-Service and Conferences
 - 1. Aides/media techs required to attend an in-service within the District shall be paid their regular hourly rate of pay if the in-service or conference is scheduled outside of the assigned building.

Arrangements for conferences out of the District will be predetermined by the administration in collaboration with the aides and media tech.

2. Aides/ media tech required to attend in-service or conference shall be paid mileage if the in-service or conference is not in their regularly assigned building in excess of two miles.
- E. All employees will be required to get their medical examinations from physicians named by the Board. The Board will pay for those examinations it requires.
- F. Library/media technicians will work a minimum of five and one-half (5.5) hours per day and may work up to six (6) hours per day at the elementary at the discretion of the principal, with adequate notification. Secondary Media Techs will work a minimum of 5.75 hours per day and may work up to seven and one-half hours per day at the discretion of the principal, with adequate notification. All media techs will work one week before the first student attendance day and one week after the last student attendance day. Extra hours and days may be required with advance notice and compensation according to the contract.

ARTICLE XXVII
NON-BARGAINING EMPLOYEES

During the life of this agreement, the Employer agrees that volunteer mothers, students, and all other non-bargaining unit people will not be used to reduce the regularly scheduled work of bargaining unit employees. The Employer, however, reserves the right to provide vocational training for students.

ARTICLE XXVIII
NO STRIKES

The Union recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by public employees are contrary to law and public policy. The Board and Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means without interruption of the school program. Accordingly,

Union agrees that during the term of this agreement it will not direct, instigate, participate in, encourage or support any strike against the Board by an employee or group of employees.

ARTICLE XXIX
JOB DESCRIPTIONS

The Employer will provide the bargaining unit with job descriptions.

ARTICLE XXX
CONTRACT REVIEW

The parties do hereby agree that from time to time during the life of this Agreement, the parties will meet to discuss problems and solutions to those problems. Should the parties reach a resolution to any problem, a Letter of Agreement shall be drafted to be ratified by the constituents of the respective parties. Should the letter be ratified by both sides, it shall be considered as a part of this Agreement.

ARTICLE XXXI
DURATION OF AGREEMENT

1. This Agreement shall be effective upon ratification by the Union and the Board and shall continue in effect until it expires June 30, 2026.
2. Either party may terminate this Agreement as of June 30, 2026, by giving written notice to the other party on or before April 1, 2026. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one (1) year, unless and until written notice of termination is given on or before April 1, on any subsequent anniversary date.

FOR THE BOARD:

Board President (date)

Negotiations Chairperson (date)

Superintendent (date)

FOR THE UNION:

Business Agent (date)

UNION (date)

UNION (date)

UNION (date)

ATTACHMENT A

**MEMORANDUM
NOTICE TO EMPLOYEES:**

The Yale Board of Education has formally adopted a policy regarding AIDS in the workplace. This policy is available for your information and review in the Office of the Superintendent.

ATTACHMENT B
YSSA WAGE SCHEDULE

Wage Offer:			
Position	23-24	24-25	25-26
Non- Instructional Aides	\$13.00	\$13.25	\$13.50
Instructional Aides	\$14.25	\$14.50	\$14.75
Custodial/Maintenance	23-24	24-25	25-26
Step 1	\$14.00	\$14.25	\$14.50
Step 2	\$15.25	\$15.25	\$15.50
Step 3	\$16.00	\$16.25	\$16.50
Step 4	\$16.75	\$17.00	\$17.25
Head Custodian	23-24	24-25	25-26
	\$7.50	\$17.75	\$18.00
Maintenance II	23-24	24-25	25-26
	\$20.25	\$20.50	\$20.75
Maintenance III	23-24	24-25	25-26
	\$22.75	\$23.00	\$23.00
Media Tech	23-24	24-25	25-26
	\$17.25	\$17.50	\$17.75

Notes:

- (a) Meal reimbursement with itemized receipt
- (b) Driver to receive the full State reimbursable rate.
- (c) New Hire Date: November 19, 1998
- (d) Maintenance Level III will remove snow from building parking lots with snow removal equipment to facilitate normal school operations. When Maintenance Level III is working overtime removing snow, overtime pay will be compensated using the pay rate established form Maintenance Level II
When snow removal is performed during regular work hours by Maintenance Level III, he/she will be paid at the Maintenance Level III wage schedule.
Maintenance Level III wage schedule will be paid for all other work performed by Maintenance Level III employees
- (e) Based on individual's position in step range.
- (f) Any employee, after serving the probationary period within the classification in which he/she is subbing, shall receive the after 90-day rate

ATTACHMENT C

LONGEVITY PAY

Employees who have worked for the district for consecutive years of service will be paid an additional amount the last pay period in June.

10-14 Years	\$500.00
15-19 Years	\$750.00
20+ Years	\$1,000

APPENDIX A

HEALTH BENEFITS: WWW.MESSA.ORG

- CHOICES II
- ABC 1