

MASTER AGREEMENT

BETWEEN

YALE PUBLIC SCHOOLS

AND

Transportation Association

July 1, 2022 – June 30, 2025

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AGREEMENT

This Agreement is made and entered into this 1st day of July 2022 by and between the Board of Education of Yale Public Schools (hereinafter referred to as the Employer) and the Transportation Association which includes the Bus Drivers and Mechanics (hereinafter referred to as the Association).

WITNESSETH

WHEREAS, the Employer and the Association 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 Association 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 Association 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 bus drivers and bus mechanics employed by the Yale Public Schools, excluding: instructional aides, non-instructional aides, media techs, all cafeteria employees, 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 Association.

ARTICLE II
ASSOCIATION DUES AND INITIATION FEES

- A. Membership in the Association is not compulsory. Regular employees have the right to join, maintain, or discontinue their membership in the Association as they see fit. Neither the Employer nor the Association shall exert any pressure upon or discriminate against any employee with regard to such matters consistent with the "Right-to-Work" Legislation. The Association further agrees not to solicit Association 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 Association 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 Association.
 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 Association 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 Association, 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.

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 the first ninety (90) calendar days of their regularly scheduled active employment. Upon satisfactory completion of this probationary period, he/she shall be entered on the senior 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 Association 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 Association 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 Association 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 Association twice each year. Such 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 Association 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 individuals who are employed for at least eight (8) hours per day and forty (40) hours per week.

ARTICLE VII **STEWARDS**

- A. The employer recognizes the right of the local Association members to elect one (1) representative/steward for each of the following areas: (1) 52-week employees (mechanics) (2) Transportation. Association will notify the employer in writing who will represent the association and who will be the alternate. Alternate will only act in the absence of the steward.

ARTICLE VIII
LAYOFF PROCEDURE

A. Layoff

1. "Layoff" means a reduction in the work force 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 or run package 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 or run package.

- 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.

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.

- C. 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 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. 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.
 4. 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 Association.
- C. 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 Association 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 Association 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 Association of such new or changed jobs and will meet with the Association 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 bus drivers. Since these conditions may vary from year to year, the district shall have the right to adjust the time of run assignments. An increase/decrease of more than fifteen (15) minutes, or when benefits will be affected during the school year, shall require the position to be posted.

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.
- C. 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 ninety (90) 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 after ninety (90) 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 bus drivers shall work consecutive hours. Mechanics shall be afforded the opportunity to change shifts periodically. A schedule shall be worked out to the mutual satisfaction of the mechanics and supervisor. In the event of split-sessions the work schedule for mechanics may be adjusted to the satisfaction of the district and the mechanics.

B. Work Year

Bus drivers 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, bus drivers 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 bus drivers. If bus drivers 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 clerk and supervisor for the two-week pay period no later than the Monday morning prior to the pay day.

ARTICLE XIII
OVERTIME

- A. Time and one-half will be paid for all time worked in excess of forty (40) hours per week by mechanics if prior approval has been 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. Mechanics who are required to work on Sundays or holidays shall be compensated at the rate of double time. Any employee required to work on Saturdays shall be compensated at the rate of time and one half (1½).
- 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 posted 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) Bus drivers working part-time will be entitled to accumulate five (5) days (2010-2011), six (6) days (2011-2012) and seven (7) days 2012-2013. 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 will 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 Association 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

Employees will be given a statement indicating leave days accumulated on a monthly basis.

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.

9) 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 via a TDP agreement.

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 regular rate 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.

Independence 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 Independence 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. Bus Drivers will be given one (1) day (respective hours) paid holiday during Christmas Break.

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 mechanics who work 52 weeks shall be entitled to two (2) weeks paid vacation after working one full year. After six (6) years of continuous employment, they shall receive three (3) weeks paid vacation, credited on their seniority date. After ten (10) years of continuous employment, they shall receive four (4) weeks paid vacation per year, credited on their seniority date. After twenty-five (25) years of continuous employment in a classification, they shall received one additional paid week of vacation (not to exceed five (5) weeks) 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.
5. Due to staffing shortages, administration may deny vacation time if substitutes are not available.

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 Association.
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. Association Time

The Board agrees to allow two (2) members of the Association released time, without pay, to attend a function of the Association. 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/runs 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

A health insurance committee will be convened at the request of the Association to assist in providing information to identify healthcare options. Dependent upon Board Action, (ie. “Hard Cap” or 80/20) district agrees to pay legal maximum toward health premiums or deductibles each fiscal year of the contract for eligible full-time (40-hour) employees. 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 may elect one lump sum in January or 20-pay option. Employees who qualify for Health Benefits as a result of the Affordable Care Act may elect a \$500 Cash Stipend in lieu of health insurance for eligible recipients.

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 in Appendix B. Employee payments will be worked through Central Office.

D. Vision

The Board will provide to all employees vision insurance as detailed in Appendix C.

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 Association 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 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 Association 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 Association shall suffer no loss of time or pay for time spent in such conferences. This meeting may be attended by representatives of the Association.

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 Association, 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. In the event that the grievance is not satisfactorily settled at the Board step, the Association shall have ten (10) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below. Notice of the Association's intent to proceed to arbitration must be submitted to the Employer in writing within 10-days of the Board's decision. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.
2. Arbitration proceedings shall be conducted in accordance with the Federal Mediation and Conciliation Service's Rules and Regulations.
3. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Association, 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.

4. Any grievance not appealed by the Association within the time limits shall be deemed settled on the basis of the Employer's last answer.
5. 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.
6. 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.
7. All preparation, filing, presentation, or consideration of grievances shall be held at a time other than when an employee or a participating Association representative is to be at his regularly assigned duty station.

8. 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 Association.

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
ASSOCIATION BULLETIN BOARDS

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

ARTICLE XXIII
CLOTHING ALLOWANCE

- A. The Board agrees to supply a uniform style of clothing for mechanics. Each employee will receive five (5) shirts and five (5) pants annually. 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 Association designated employees regarding color, style, and fabric.
- B. The Board agrees annually to provide an additional \$100.00 (one-hundred dollars) for mechanics 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 P.M., September 30, to the Business Office.
 - C. All staff will be reimbursed in October if they have met requirements A & B.
- C. The Board agrees to provide a winter jacket to a maximum of \$75.00 for all bus drivers to be replaced every three (3) years-after two full years of continuous employment with the district. Bus drivers, at the sole discretion of the supervisor may choose approved outerwear in lieu of the \$75.00 jacket allotment, under the same conditions as XXIII B and XXIII B-1. Drivers are expected to be in an acceptable work jacket daily.

ARTICLE XXIV
WORK BREAKS

All employees excluding bus drivers 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

ARTICLE XXV
BUS DRIVERS

For purposes of this article the following terms shall mean as follows:

1. Run - Transporting student(s) from a residence or stop, to school, or from school to a residence or stop within the district or outside the district. This includes transporting student(s) from a residence or stop that is outside the district to a school that is within the Yale district and from that school back to a residence or stop that is not within the Yale School district.

2. Trip - Transporting students on any school sponsored function/activity.

A. Field trips, with estimated times, will be posted by Monday of the week preceding the trip and assigned by Wednesday of the same week. The trip will be awarded to the highest seniority driver who voluntarily signs on the trip sheet with the least amount of accumulated trip hours, and is capable of performing the trip. In the event overtime will result, the trip will be awarded to incur the least amount of overtime. In the event no one has volunteered to drive a field trip, it will be assigned to a driver based on least seniority drivers first and the number of previously assigned field trips second, to be calculated based on actual time in hours.

B. Drivers who do not choose to drive field trips shall submit a letter to this effect to the transportation supervisor. The letter will not become effective until two weeks after it is signed by the supervisor. If they should change their mind and then decide to take field trips, they

shall submit a letter to the supervisor rescinding the original letter, two (2) weeks prior to commencement of taking field trips.

- C. A driver doing a field trip during regularly scheduled route time shall not receive less than the regular rate of pay, if the pay for the field trip is actually less than the pay for those runs which were missed.
- D. When a probationary driver completes his/her probationary period, that employee shall be credited on the trip sheet with the highest number of field trip hours completed by any non-probationary driver.
- E. No driver shall work more than eight (8) hours a day on a permanent basis.
- F. Drivers will be paid the negotiated rate (show up time – 1.5 hours minimum) if a field trip for which they are scheduled is canceled without one (1) hour notification to the driver and if the driver reports for the trip.
- G. Films and/or programs stressing bus safety shall be presented to all elementary and junior high students during the first semester of the school year. During the first week of school, all bus drivers will review the basic safety rules with the students on their buses.
- H. The School District's rules and regulations for transportation will be enforced by the chaperone and bus driver for all extra-curricular trips. Violations will be reported to the transportation supervisor and the appropriate administrator.
- I. The Employer will compensate bus drivers for attending drivers' school at driver's hourly rate if they attend the school set by the Employer.
- J. A driver shall not receive less than the regular hourly rate of pay in the event they were to miss a prescribed run due to mechanical failure of a bus or arising from road conditions.
- K. All worksheets shall be initiated by the transportation supervisor.

- L. Drivers may have the runs bid by proxy providing a written statement identifying the person who bid for the driver, to the bus driver Steward, and the Transportation Supervisor or their designee. Probationary drivers who reach seniority status may take more runs if they are being performed by a probationary driver.
- M. Drivers will be paid the hourly rate for meetings requested by management. These may include drivers meetings, student disciplinary meetings with parents, court appearances in the course of duties and other necessary meetings. Drivers will be paid hourly for all time required to report, take a drug test and return to the work site. They will be paid mileage at the IRS allowable rate, only when they are required to use their personal vehicle. Payment for time shall be made in the pay period that the meeting or drug testing occurs. Payment for mileage will be paid upon submittal of reimbursement request by employee and upon approval of the Board of Education.
- N. If the starting time for bus runs is delayed due to inclement weather, drivers reporting to work shall be paid their hourly rate during the delay. If school should subsequently be closed that day, hourly rate shall be paid to those drivers who have reported for the amount of time between their scheduled starting time and the time school is canceled.
- O. Summer Bus Field Trips: During the summer vacation period when Yale school buses are used to transport passengers the trips shall be driven by members of the bargaining unit only. The drivers shall be selected by seniority starting with the most senior driver and so on down the seniority list until the entire list is exhausted before the most senior driver is offered another trip. The transportation supervisor shall contact the drivers by phone or by mail advising the driver of an available trip and that the driver must respond by the deadline date. If the driver fails to respond by the deadline date, the next senior driver shall be contacted.

- P. Filling Absences: For absences in excess of one (1) day, qualified bargaining unit drivers will be used on the basis of seniority provided the substituting opportunity does not interfere with the driver's regular schedule or require the payment of overtime. Filling bus driver absences for regularly scheduled runs will be assigned in accordance with the current practice and procedure for awarding field trips on a rotating seniority basis. In the case of extended absence (long term illness, leave of absence, etc.), for periods in excess of twenty (20) working days, temporary assignments will be awarded on the basis of seniority and qualifications. During the first five (5) days, the employer may use substitutes.
- Q. Drivers will be paid their hourly rate to update route books at the bus garage with the approval of the Transportation Director.
- R. Bus routes will be established by the Transportation Director and a specific time will be assigned to each run, which will then be combined into a route package. No changes may be made by the bus driver without the Transportation Director's approval. These routes will then be available to bid before school starts.
- S. A stipend of \$3.00 per day will be paid to bus drivers with assigned runs for washing their bus until the district can provide an alternate washing system.
- T. Bus drivers that drive the Tech Bus may be assigned extra duties consistent with their position.
- U. In the event a regular run is cancelled, the driver will be assigned duties consistent with their position.
- V. 100% CDL license fee reimbursement after two (2) years while in the capacity of a bus driver.
This reimbursement will be paid only once in the four-year renewal cycle.

Mechanics Performance Incentive

Performance incentive for bus violations on inspection.

- 0-5 Violations - \$1,500
- 6-10 Violations - \$1,000
- 10-15 Violations - \$ 500

Mechanics receive the same retention bonus as drivers (\$1,000)

Mechanics Vacation:

- 0-4 years - 2 weeks
- 5-9 Years - 3 Weeks
- 10-20 Years - 4 Weeks
- 25+ - 5 Weeks

ARTICLE XXVI

STUDENT TRANSPORTATION DAILY ACTIVITIES AND FIELD TRIPS

- A. The transportation of students in the Yale School District, which requires a school district bus and a certified driver, shall be done by a member of the bargaining unit.

- D. Yale bus drivers will normally drive for student field trips, including athletics, however, the Board may use other transportation that is necessary, or more suitable for the purpose or nature of the activity. The Board will notify the Association of these situations in advance. School sponsored groups which normally will be driven by bargaining unit members include:

Football	7-12	Softball	9-12
Wrestling	7-12	Golf	9-12
Basketball	7-12	Cheerleading	7-12
Band or Choir	K-12	SH or JH Yearbook	
Track	7-12	SH or JH Student Council	
Tennis	9-12	National Honor Society	
Baseball	9-12	Alternative Education	
Volleyball	7-12	PACE Program	
Cross Country	7-12	Quiz Bowl	

ARTICLE XXVII
ACT OF GOD DAYS

In the event schools are closed due to inclement weather or other Acts of God, mechanics are expected to report to on Act of God Days declared by the district and will be compensated their daily rate of pay and equivalent time will be added to their vacation time for Act of God days. 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.

If school is called off after an employees' regular scheduled shift time, those 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 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, bus drivers shall not report and shall receive no pay.

ARTICLE XXVIII
MISCELLANEOUS PROVISIONS

- A. The Employer agrees to pay the cost of all extra schooling and training that is necessary for the mechanics 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. Bus drivers who perform mail pick up and drop off to the South End (FES/AES) will receive \$1.00/Day.
- D. Copies of this agreement shall be printed at the mutual expense of the Board and the Association and presented to all employees now employed or hereafter employed by the Board of Education. The contract is also required to be posted on the District Website.
- E. All employees will be required to get their DOT medical examinations from physicians named by the Board. The Board will pay for those examinations it requires.
- F. CPR/First Aide Training will be provided to Bus Drivers.
- G. All members covered by this agreement will receive a one-time off-schedule Signing Bonus of \$100 to be provided no later than the last pay period in February 2021.
- H. Bus Drivers will receive a \$250 Retention Incentive Payment at the end of each year provided the employee completes the entire year of employment and payment shall be included in last pay in June.

ARTICLE XXIX
NO STRIKES

The Association 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 Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means without interruption of the school program. Accordingly, the Association 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 XXX
JOB DESCRIPTIONS

The Employer will provide the bargaining unit with job descriptions.

ARTICLE XXXI
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 XXXII
DURATION OF AGREEMENT

1. This Agreement shall be effective upon ratification by the Association and the Board and shall continue in effect until it expires June 30, 2022.
2. Either party may terminate this Agreement as of June 30, 2022, by giving written notice to the other party on or before April 1, 2022. 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.

OR THE BOARD:

Board President (date)

Negotiations Chairperson (date)

Superintendent (date)

FOR THE ASSOCIATION:

Business Agent (date)

Association Representative/Steward (date)

Association Representative/Steward (date)

Association Representative/Steward (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.

YALE PUBLIC SCHOOLS WAGE SCHEDULE

Year 1	Year 2	Year 3
Probation year - \$16.75	Probation Year - \$17.00	Probation Year - \$17.25
2-10 Years of Service - \$18.00	2-10 Years of Service - \$18.25	2-10 Years of Service - \$18.50
11+Year of Service - \$18.50	11+Year of Service - \$18.75	11+Year of Service - \$19.00
Trainer \$20.00	Trainer - \$20.25	Trainer - \$20.50
Mechanic - \$23.50	Mechanic \$23.75	Mechanic \$24.00

Notes:

- (a) Meal reimbursement with 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
- (g) Full-time mechanic and maintenance personnel who work the second shift shall receive a \$0.25 per hour shift premium.
- (h) Bus drivers will receive a rate of \$15/hour while performing training duties

APPENDIX A

HEALTH BENEFITS: WWW.MESSA.ORG

- CHOICES II
- ABC 1