AGREEMENT

between

THE BOARD OF EDUCATION OF THE YALE PUBLIC SCHOOL DISTRICT

and

THE YALE SECRETARIAL ASSOCIATION
and
(MEA)MICHIGAN EDUCATION ASSOCIATION

July 1, 2023 through June 30, 2026
(3-Year Agreement (2023-2024, 2024-2025, 2025-2026)

TABLE OF CONTENTS

Article Number	Article	Page Number
	Agreement	1
I	Purpose	1
II	Recognition	2
III	Extent of Agreement	2
IV	Employer Rights	2
V	Union Rights and Security	3
VI	Working Conditions	4
VII	Employment Status	5
VIII	Vacancies, Appointments and Discipline/Discharge	6
IX	Grievance Procedure	7
X	Seniority, Lay-Off and Recall	9
XI	Paid Leave	11
XII	Unpaid Leave	14
XIII	Compensation	15
XIV	Health Benefits	16
XV	Miscellaneous Provisions	18
XVI	Effective Date and Termination of Agreement	19

AGREEMENT

This Agreement is entered into this 5th day of November 2020, by and between the Board of Education of the Yale Public School District, hereinafter called the "Employer" and the Michigan Education Association (MEA) on behalf of the Yale Secretarial Association, hereinafter called the "Union"

It is mutually agreed as follows:

ARTICLE I
PURPOSE

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

B. The Employer and the Union recognize the importance of orderly and peaceful labor relations and accordingly the Union and all its employees agree there shall be no withholding of services or other job action for any purpose. The Employer agrees that there shall be no lockout. The Employer and the Union further recognize the mutual benefits of just expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

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adopted policy, rule or regulations of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE II
RECOGNITION

A. The Employer recognizes the Michigan Education Association as the exclusive bargaining representative of all regular full-time secretarial employees of the Yale Public Schools for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment subject to and in accordance with Act 336 of the Public Acts of 1947, as amended, but excluding central office secretaries, bookkeepers, key punch operators, student aides, temporary secretaries, substitutes, and all other employees represented by other bargaining agents.

B. Unless otherwise indicated, the term secretary shall apply to all members of the bargaining unit.

ARTICLE III
EXTENT OF AGREEMENT

A. This Agreement shall constitute the full and complete commitments between the parties and may be altered, changed, added to, or deleted from only through mutual consent of the parties in a written and signed amendment to this Agreement.

B. This Agreement shall supersede all and any rules and regulations of the Employer, which are contrary or inconsistent with its terms.

ARTICLE IV
EMPLOYER RIGHTS

A. It is hereby recognized by both parties that the Board, on its own behalf and on the behalf of the electors of the District, shall retain and reserve unto itself all rights ordinarily exercised or vested in it by the laws and Constitution of the State of Michigan and/or the United States.

B. Except as otherwise expressly provided by the terms of this Agreement or by law, the determination of said right, powers and authority with regard to the educational policies, the operation of the schools and the direction and assignment of the Secretaries are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

ARTICLE V
UNION RIGHTS AND SECURITY

Pursuant to Michigan Right-to-Work legislation, it is understood that individual membership in the union is on a voluntary basis. Neither the Board or the Union will discriminate against any individual with respect to hours, wages, or any terms of conditions of employment by reason of his/her membership in any union or collective professional negotiations with the Board or his institution of any grievance, complaint or proceeding under this agreement. Nor can any individual be intimidated, coerced, or threatened for choosing not to join, remain in, or support the labor union.

A. The Union shall have the right to use school facilities for meetings and school equipment, including typewriters, mimeograph machines, other duplicating equipment and calculating machines when such equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

B. Duly authorized representatives of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with nor interrupt normal school operations.

C . The Employer agrees to furnish to the Union, in response to reasonable requests, available public information concerning the financial resources of the District.

The Union will save the Board harmless from any and all costs including witness and attorney fees or other incidental costs of prosecution or defense or any liability resulting from the prosecution or defense, of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing the provisions of this Article.

D. Other Deductions. Upon written authorization from the employee, the Employer Shall deduct from the wages of the employee and make appropriate remittance, for voluntary contributions to annuities, credit unions, United Way, savings bonds, charitable donations, and/or any other plans or programs jointly approved by the Union and the Employer.

ARTICLE VI
WORKING CONDITIONS

A. The workweek for all full-time secretarial personnel shall consist of forty (40) hours, which shall include a daily lunch period of thirty (30) minutes. Secretaries scheduled for less than forty (40) hours will receive two (2) 10-minute paid breaks daily which may be combined as one 20-minute lunch. (This reflects the 6.50 hr/day junior high position.)

B. All building secretaries will report fifteen (15) business days before students and will work ten (10) business days after students. If additional time is needed, the Superintendent shall employ the secretary at the regular rate or at time and one-half (1 1/2) if the time worked is over forty (40) hours in that week. If additional time is needed to disperse supplies and books, help may be employed upon mutual agreement with the secretary, building administrator, and superintendent.

C. Secretaries shall not be required to report to work when school is canceled due to inclement weather or any other disaster for any hours in which instructional time can be counted for state aid purposes. Any hours beyond those above shall be added in to the end of the school year. If the secretary does not work the make up hours they will be deducted the regular hourly rate for hours not made up.

D. Employees shall not be required to work under unsafe or hazardous conditions.

E. All employees shall be provided written job descriptions as determined by the Employer, provided those duties are not outside the scope of normal secretarial duties.

F. Secretaries shall not be required to contact substitute teachers outside the normal workday.

G. No secretary shall be required to dispense or administer medication unless specifically directed to do so by written authorization of a physician. The Board agrees to indemnify and save harmless any secretary so authorized.

ARTICLE VII
EMPLOYMENT STATUS

A. All new employees shall serve a probationary period of ninety to one hundred and twenty (90-120) calendar days.

There Is a probationary period of 90 calendar days, but In cases where there Is justifiable concern, the employee's probationary period my be extended to 120 days upon a discussion with, and the agreement of the YSA President or their designee.

1. Probationary employees shall be paid according to Step I of the salary schedule. Probationary employees will be considered "at will" for the term of their probationary period and can be disciplined and/or terminated with or without cause during that time without recourse through the grievance procedure. All other terms and conditions of this Agreement will be applicable at all times.

2. Prior to the end of the probationary period, the employee will be evaluated and either retained or dismissed by written notification.

3. No employees shall be required to serve more than one (1) probationary period in a job classification.

B. Upon successful completion of the probationary period, the employee shall gain all rights and benefits under this Agreement.

C. Full-time employees shall be those employees in positions normally requiring forty (40) or more hours weekly.

ARTICLE VIII
VACANCIES, APPOINTMENTS, AND DISCIPLINE / DISCHARGE

A. A vacancy shall be defined as any position in the bargaining unit either newly created or a current position, that is open.

1. Notices of vacancies shall be posted in a conspicuous place in each building within fifteen (15) days of vacancy for a period of ten (10) days prior to filling the position and shall state the location and general duties of the job, the starting date, salary, hours, work year, minimum skills required, and duration of appointment if the position is a replacement for a secretary on leave. If no current secretary applies within the ten (10) days, the position shall be posted outside of the bargaining unit.

2. Any employee who wishes to apply may do so by submitting a written application to the Board of Education office.

3. All appointments of current employees to another position in the bargaining unit within the District shall be on a trial basis for thirty (30) days after which the employee will either be continued in the new position or returned to their previous position with all previously held rights.

4. Any opening within the bargaining unit shall be filled with a member of the bargaining unit that applies based upon seniority. An employee who has completed the ninety to one hundred twenty day (90-120) probationary period as delineated in Article VII shall not be required to test and / or interview for another opening available within the bargaining unit.

B. Discipline / Discharge. No employee shall be disciplined, demoted or discharged without just cause. Each employee so disciplined, demoted or discharged shall be given the reasons for the action in writing with a copy forwarded to the Union. Discipline, discharge or demotion is subject to the provisions of the Grievance Procedure.

ARTICLE IX
GRIEVANCE PROCEDURE

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

B. INFORMAL LEVEL

When a cause for complaint occurs, the employee (or employees) will discuss the matter with her/his immediate supervisor. The Union may be notified and a representative present with the employee at the meeting. If, within five (5) days, a satisfactory solution has not been found, the employee may then invoke the formal grievance procedure.

C. FORMAL LEVEL

Step One: Within ten (10) days of the alleged grievance, the employee or the group may submit a complaint by submitting a report in writing to her/his immediate supervisor. The supervisor shall submit his/her reply in writing within five (5) days from receipt of notice. Should the reply not be satisfactory to the employee, or should the supervisor fail to reply within the specified time, Step 2 may be invoked.

Step Two: Within five (5) days following the completion of Step One, the employee or the group may submit the alleged grievance, in writing, to the Superintendent of Schools. The Superintendent shall reply to the alleged grievance, in writing, within five (5) days from receipt of the report. Should the disposition be unsatisfactory to the employee or should the Superintendent fail to reply within the specified time, Step Three may be invoked.

Step Three: Within five (5) days following the completion of Step Two, the employee or the group may submit the alleged grievance in writing to the Board of Education. The Board shall consider the report not later than its next regular meeting and within three (3) days, thereafter, submit its disposition in writing.

Step Four:

a. If the dispute remains unsettled, and the Union wishes to carry the matter further, the Union shall file a demand for Arbitration in accordance with the Federal Mediation and Conciliation Services Rules and Procedures within ten (10) calendar days.

b. Arbitration proceedings shall be conducted in accordance with the American Arbitration Associations Rules and Regulations.

c. 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 shared equally between the Employer and the Union.

D. Miscellaneous Provisions:

1. The terms "days" when used in this Article shall mean work days. Time limits provided in this Article shall be strictly observed, but may be extended by mutual written agreement.

2. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

3. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level #2 of the grievance procedure.

4. For the purpose of assisting an employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit an employee and/or a Union representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Employer which pertain to the employee or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

5. If the Employer processes a grievance during the work day, the employee so involved shall not lose pay.

ARTICLE X
SENIORITY, LAY-OFF AND RECALL

A. Seniority shall be defined as the length of service within the District as a member of the bargaining unit.

B. Employees shall not enjoy seniority rights during the probationary period, however, after the probationary period, full seniority rights are established from the date of first employment.

C. The employee shall maintain seniority rights so long as she/he is continuously employed by this school district.

D. An employee who resigns, quits or leaves the employ of the school without a leave of absence granted by the Board of Education for any period of time shall lose all seniority rights.

E. The Board of Education will post a list of employees showing seniority rights prior to September 30 of each year.

F. Seniority rights shall be earned only by employment in the secretarial unit. Seniority rights are not transferable between job classifications and an employee who transfers to another job classification shall give up all seniority rights earned in her/his original classification.

G. Lay-off. Any staff reduction shall be done on the basis of seniority with the least senior employee being the first to be laid off.

1. All probationary employees within a job classification must be terminated prior to the lay-off of any regular employees.

2. Employees shall receive notice of lay-off due to a reduction in staff at least ten (10) work days prior to the effective date of such action. Temporary lay-offs due to unavailability of work shall not require time limitations.

3. Laid-off employees may continue their group health benefits under the Consolidated Omnibus Reconciliation Act (COBRA).

H. Recall.

1. Employees shall be recalled in inverse order of lay-off to any position for which they are qualified. Laid-off employees with the greatest seniority shall be recalled first.

2. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturday and Sunday, to report to work.

The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.

3. Employees on lay-off shall retain their seniority for purposes of recall until the expiration date of this Agreement for eighteen (18) months from the effective date of lay-off whichever is later.

ARTICLE XI
PAID LEAVE

A. Sick Leave. Secretaries shall be allowed eleven (11) days per year of paid sick leave which shall accumulate to ninety (90) days. Regular employees, working less than forty (40) hours per week, will receive a pro-rated sick leave allowance each year which will accumulate to a prorated total. Sick leave is described as follows: Illness or disability of the employee, or illness or death of a member of the immediate family (spouse, father, mother, brother, sister, child). Employees whose illness or disability entitles her/him to benefits of Worker's Compensation shall be paid only the difference between this benefit and her/his salary for the first thirty (30) work days without charge to the employee's sick leave. Following the exhaustion of the first thirty (30) work days, employees shall only be paid the difference between Worker's Compensation and their salary for the period of time that accumulated sick leave is available. The Board will buy back any days accumulated over ninety (90) at the rate of thirty dollars ($30.00) per day for full time employees prorated for part time employees based on eight (8) hours being considered a full time position. At the end of each school year, the Employer will also buy back unused days over 90 at the same rate.

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

Mother, Father, Brother, Sister, Husband, Wife, Son,
Daughter, Mother-in-law, Father-in-law, Brother-in-law,
Sister-in-law, Grandparents, Grandchildren, Stepparents,
and Step Children.

One (1) day leave paid for relative not including any of the above, to be deducted from sick leave.

C. Personal Business Leave.

1. At the beginning of each school year, each secretary shall be credited with four (4) personal business days.

2. A secretary may use one (1) day at a time, on notice without administrative review or approval. The use of these personal business days for 2, 3, or 4 consecutive days shall be subject to review and approval by the Superintendent.

3. Personal business days may not be used the day before or the day after holiday breaks or be used for vacation purposes without Superintendent approval.

4. If unused, these days shall be added to a secretary's accumulated sick days at the end of each school year.

D. Paid Holidays.

Each member will be paid for the following Holidays:
Memorial Day
Friday Prior to Labor Day
Labor Day
Christmas Eve
Christmas Day
Day after Christmas

New Year's Eve

New Year' Day

Wednesday prior to Thanksgiving*

**This will only be a paid holiday if school is not scheduled to be in session. If school is in session, it is considered as a normal work day.*

Thanksgiving Day

Friday after Thanksgiving

Mid-Winter Break (2 days)

Good Friday

E. Sick Bank Donation. Any member of the bargaining unit who desires to donate a sick day(s) to a member of the bargaining unit who has used all of her/his accumulated sick leave because of illness or injury may do so. Employees may donate up to three (3) days per individual per year.

F. Jury Duty. An employee while serving on jury duty shall submit proof of payment received, which will then be deducted from the next pay. Payment does not include mileage.

G. Conference. Employees may be authorized to attend conferences and workshops appropriate to their job responsibilities. Upon approval, the Employer will reimburse the employee for necessary expenses in connection with the conference or workshop, including registration fees, travel, meals, and lodging.

ARTICLE XII
UNPAID LEAVE

A. Upon written application, at least thirty days in advance of leave, an unpaid leave of absence of up to one (1) year for the purpose of childcare shall be granted.

1. An extension of unpaid childcare leave beyond one (1) year may be granted by the Board provided a written request for the extension is submitted at least sixty (60) days prior to the expiration of the original unpaid leave. A written notification by the employee of intent to return to work shall be submitted to the superintendent's office at least sixty (60) days prior to the expiration of the unpaid leave. An employee will not receive scheduled increases in salary or seniority credit during such leave.

2. Return from unpaid childcare leave prior to the termination of the unpaid leave shall be approved by the Board at the request of the employee.

3. An employee adopting a child may receive an unpaid leave under this provision, which shall commence upon entry of an order by the Probate Court awarding custody to the adopting parent.

B. An unpaid leave of absence for up to one (1) year without pay shall, upon approval of the Board, be granted for study related to employee's licensed field, study to meet eligibility requirements for license other than that held by the employee, and study, research, or special assignment. Upon return from such leave, an employee shall be placed at the same position on the salary schedule when he/she left. If, at the discretion of the Board, such leave will result in an advantage to the school system, the Board may grant equal experience on the salary schedule.

C. Upon written request, an unpaid leave of absence for an illness in the employee's immediate family may be granted for a period not to exceed one (1) year renewable at the discretion of the Board. Said leave shall be without pay or advancement on the salary schedule. Immediate family shall be defined as mother, father, spouse, child or sibling when under the care of the Employee.

ARTICLE XIII
COMPENSATION

A. The salaried wages of employees shall be as follows:

Wage Scale	2023-2024	2024-2025	2025-2026
Step 1	$15.00	$15.70	$16.40
Step 2	$16.75	$18.00	$18.75
Step 3	$18.75	$19.50	$20.25

Summer Work:
Secretaries will work 4 hours on a Wednesday in the second week of July and 4 hours on a Wednesday in the third week of July. Duties will include, but are not limited to: checking in orders, preparing for the subsequent school year by entering data in the student information system, reconciling activities accounts, sorting mail, etc. The buildings will not be advertised as being open to the public during this time. Members will be credited with a comp day, allowing for substitute coverage, which shall be used during the corresponding school/fiscal (July 1 - June 30) year only. Comp days may not be used to extend scheduled school breaks or holidays.

B. Longevity shall be paid according to the following schedule based upon years of full-time service in the District:

1. Completion of 10 through 14 years of service $750.00
2. Completion of 15 through 19 years of service $1,000.00
3. Completion of 20+ years of service $1,250.00

C. Time and one-half (1 1/2) shall be paid for all hours worked over forty (40) hours in any regular workweek.

D. Employees required to use their personal automobile on school business shall be compensated at the rate of the current IRS allowable maximum.

E. Employees with more than ten (10) years of full-time service who terminate employment shall receive thirty dollars ($30.00) per accumulated sick day to a maximum of ninety (90) days. In case of death, the beneficiary named by the employee on the life policy shall receive payment.

ARTICLE XIV
HEALTH BENEFITS

A. Benefits for the employee and eligible dependents:

Dependent upon Board Action (i.e. "Hard Cap" or 80/20) district agrees to pay legal maximum toward health premiums or deductibles each fiscal year of the contract for all full-time employees covered under this agreement. 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.

1. Term-life insurance to be provided equal to the secretary's salary.

2. The Board shall provide dental benefits-see attached schedule of benefits.

3. The Board shall provide vision benefits-see attached schedule of benefits.

4. The Board shall provide long term disability (LTD) insurance providing two-thirds (2/3) of the employee's monthly salary to a maximum of $2,500.00 per month after a straight waiting period of ninety (90) calendar days with a two (2) year coverage limitation for mental/nervous/drug/alcohol disabilities and a freeze on off-sets to age 65.

All benefits will be paid according to the terms of the insurance contract in force at the time of the claim.

B. In lieu of health benefits, an employee may elect the option of a Board paid stipend of $1,600.00 per year pro-rated for part-time or $15,000.00 of group life insurance. This stipend will be paid in one lump sum in January or paid over twenty (20) payments beginning with the first pay of September. The election of health benefit coverage will be effective from January 1st through December 31st of the following year.

C. Notwithstanding the provision 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 premiums required to provide the insurance coverage set forth in Article XIV, 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 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 benefits provided by Article XIV shall not begin until the employee has properly completed the necessary forms required by the insurance company and otherwise been enrolled for coverage by the insurance company.

There shall be no obligation to an employee for benefit 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, benefit coverage for active employees shall continue through the summer months. All benefit coverage will terminate on the last day of the month in which the employee's resignation becomes effective. Upon termination of benefit coverage, the Employer will notify the employee of any conversion rights in accordance with the law.

ARTICLE XV
MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this 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 of such law shall supersede, to the extent of the conflict, the provisions of the Agreement and govern the relation of the parties hereunder. Either party may make a request to renegotiate that portion of the Agreement that is considered contrary to law and, as a result, null and void.

B. From time to time during the life of this Agreement, the parties realize that it may be necessary to 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 signed by both parties and become a part of this Agreement.

ARTICLE XVI
EFFECTIVE DATE AND TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect from the 1st day of July, 2023, where applicable, to and including the 30th day of June, 2026. No sooner than ninety (90) days and no later than sixty (60) days prior to the expiration of this contract, either party may serve notice upon the other that it desires to negotiate for a new collective bargaining contract. Under such circumstances, the parties shall thereafter meet at a mutually convenient time to commence negotiations for a new Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

FOR THE UNION:		FOR THE EMPLOYER:	
Michigan Education Association		Yale Public School District/	
Yale Secretarial Association		Yale Board of Education	
_____		_____	
Local President	Date	Board President	Date
_____		_____	
MEA	Date	Superintendent	Date