

8940

6/30/95

YALE PUBLIC SCHOOLS

MASTER AGREEMENT

YALE SECRETARIAL ASSOCIATION

1993 - 1995

*Yale Public Schools*

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## AGREEMENT

This Agreement is entered into this 10th day of March, 1994, by and between the Board of Education of the Yale Public School District, hereinafter called the "Employer" and the Yale Secretarial Association, hereinafter called the "Association".

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 Association recognize the importance of orderly and peaceful labor relations and accordingly the Association 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 Association 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adopted policy, rule, or regulations of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.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 Yale Secretarial Association as the bargaining agent for all regular full-time secretarial employees who have completed their probationary period, including those on leave, with respect to wages, hours and working conditions. Excluded from the unit are all central office secretaries, bookkeepers, key punch operators, student aides, temporary secretaries and all substitutes as well as 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

Association Rights and Security

- A. The Association 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 Association 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 Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.
  
- C. The Employer agrees to furnish to the Association in response to reasonable requests available public information concerning the financial resources of the District.
  
- D. Agency Shop. All employees, as a condition of continued employment, shall either:
  - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association and such authorization shall continue from year to year unless revoked in writing.

OR

- 2. Cause to be paid to the Association representation a fee equal to the non-member's proportionate share of the cost of negotiating and administering this Agreement within thirty (30) days after the commencement of employment. The Association shall deliver to the Superintendent on or before the 30th day of August, of each year of this Contract, a written statement specifying the amount of the non-member's representation fee.

Authorization for Payroll Deduction

- a. I hereby request and authorize you to deduct from my earnings the Association membership fee, assessments and, from each pay, an amount established by the Association as the prorated monthly dues. The amount deducted shall be paid to the Treasurer of the Association.

By: \_\_\_\_\_  
(Last Name) (First) (Middle)

To: \_\_\_\_\_  
(Employer) (Department)

Date to Start Deduction \_\_\_\_\_ Signed: \_\_\_\_\_

Address: \_\_\_\_\_

- b. Commencement of deductions: Check-off deductions, under all properly executed authorization for check-off dues forms, shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period and each pay period thereafter. Dues authorizations, once filed with the Superintendent, shall continue in effect until a revocation form, in writing and signed by the employee, is filed with the Superintendent and Treasurer of the Association. It is expressly understood that the Superintendent and the Board may honor only one authorization form per year per employee.
- c. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from all claims of excessive deductions.
- d. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from all claims of excessive deductions.
- e. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article, shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution, or revocation of the authorization form.
- f. The Association will save the Board harmless from any and all costs including witnesses 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.

- g. Remittance of dues to financial officer. Deductions for any calendar month shall be remitted to the Treasurer of the Local Association with a list for whom dues have been deducted within ten (10) days thereafter.
  - h. Termination of Check-off. Any employee shall cease to be subject to the check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local Association will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.
- E. Upon written authorization from the employee, the Employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions to annuities, credit union, United Way, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Employer.
- F. The Employer will not subcontract work appropriate to the bargaining unit unless:
1. The skills and equipment needed to perform the work specified are not available in the school district; or
  2. The schedule for such work cannot be met with the skills and equipment available in the school district.

## ARTICLE VI

### Working Conditions

- A. The work week for all secretarial personnel shall consist of forty hours which shall include a daily lunch period of thirty (30) minutes.
- B. All building secretaries will report three (3) weeks before students and will work two (2) weeks after students. If additional time is needed, the Superintendent shall employ the secretary at a pro rata daily rate. The work year for each position shall be consistent with the work year of the building administrator they work for. If additional time is needed to disperse supplies and books, help may be employed upon mutual agreement with secretary, building administrator and superintendent. (This is based on 180 days of student instruction.)
- C. Secretaries shall not be required to report to work when school is canceled due to inclement weather or any other disaster for the first two (2) days. Any days beyond two (2) shall be added in to the end of the school year. If the secretary does not work the make up day(s) they will be deducted at a per diem rate for the days 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 and shall not be required to perform duties not prescribed therein.
- F. Secretaries shall not be required to contact substitute teachers outside the normal work day.
- 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 90 calendar days.
  - 1. Probationary employees shall be paid according to Step I of the salary schedule, but will not be covered by this Agreement.
  - 2. Prior to the end of the probationary period, the employee will be evaluated and either retained or dismissed by written notification.
  - 3. No employee shall be required to serve more than one 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 40 or more hours weekly.



## ARTICLE VIII

### Vacancies, Appointments, and Discharge

- A. A vacancy shall be defined as any position in the bargaining unit either newly created or a current position, that is permanently open.
1. Notices of vacancies shall be posted in a conspicuous place in each building for at least 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.
  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.
- B. Discharge. No employee shall be demoted or discharged without just cause. Each employee so demoted or discharged shall be given the reasons for the action in writing. Reasonable and just cause shall be determined by the Board of Education. 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 Association 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 file a complaint by submitting a report in writing to her immediate supervisor. The

supervisor shall submit his 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 his disposition be unsatisfactory to the employee or should he 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 Association wishes to carry the matter further, the Association shall file a demand for Arbitration in accordance with the American Arbitration Association's 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 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 shared equally between the Employer and the Association.

D. Miscellaneous Provisions:

1. The term "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 thereunder may be processed through the grievance procedure until resolution.
3. Grievances filed as Association grievances may, at the option of the Association, be initiated at Formal Level #2 of the grievance procedure.
4. For the purpose of assisting an employee or the Association 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 Association 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.
6. The grievance procedure shall not be used in the following situations:
  - a. Termination of a probationary employee.

## 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 with the following exception: An employee who is laid off because of staff reduction shall continue her seniority rights earned prior to her lay-off for one year.
- 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 July 15 and December 14 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 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 insurance benefits under this Agreement by paying premiums to the Employer if the carrier so permits.

#### 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 or for one year from the effective date of lay-off whichever is later.

### ARTICLE XI

#### Paid Leave

#### A. SICK LEAVE

Secretaries shall be allowed ten (10) days per year of paid sick leave which shall accumulate to 90 days. Regular employees, working less than 40 hours per week, will receive a pro-rated sick leave allowance each year and this may accumulate to a pro-rated 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 to benefits of Worker's Compensation shall be paid only the difference between this benefit and her salary.

The Board will buy back any days accumulated over ninety at the rate of \$20.00 per day for full time employee, prorated for part time employees based on eight 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.

Employees can participate in the LTD program other employees participate in (90 day waiting period, 60% of salary) at their own cost if they so choose.

#### 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, Son or Daughter, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparents, Grandchildren, Step-parents, and Step Children.

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

#### B. PERSONAL BUSINESS LEAVE

At the beginning of each school year, each full-time employee shall be credited with four (4) days to be used for the employee's personal business. If unused, these days shall be added to the employee's accumulated sick days. An employee planning to use a personal business day or days shall notify his/her supervisor at least three (3) working days in advance, except in cases of emergency. Personal business days, except in case of emergency as approved by Superintendent, shall not be taken immediately before or after a vacation or holiday break.

#### C. 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 her accumulated sick leave because of illness or injury may do so. Employees may donate only one day per individual per year, and the employee who is to receive the donated sick day must be off more than one week.

The employee shall be granted a maternity leave upon medical certification of her inability to work and shall return as soon as she receives medical certification of her ability to do the work.

#### D. JURY DUTY

An employee while serving on jury duty shall be compensated for the difference between their regular pay and the pay received for the performance of such obligation.

#### E. 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, lodging.

ARTICLE XII

Unpaid Leave

- A. A leave of absence of up to one year shall be granted upon request of the employee for the purpose of child care. In the event of death of the child, the leave may be terminated upon request of the employee.

ARTICLE XIII

Compensation

- A. The basic compensation of employees shall be as follows:

1. 1993-1994 Rates

		<u>1993-94</u>
Step I	First Year	\$15,160
Step II	Second Year	\$17,055
Step III	Third Year	\$19,350

The above listed wage rates are for employees working the complete school year (as set forth in Article VI "Working Conditions", Section B). Employees working less than the full school year shall receive a pro rata salary.

2. 1994-1995 Rates

For 1994-95, the pay scale shall be based upon the 1993-94 scale plus the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average (1982-84=100), (percentage change to April 1994 from April 1993) with a three percent (3.0%) minimum and a five percent (5.0%) maximum. In each subsequent year that neither party provides written notification to reopen this agreement pursuant Article XVI, Duration, the salary schedule will be set by increasing the prior year's rates by the same CPI index (percentage change to April 199x from April 199x-1) and by applying the same three percent (3.0%) minimum and a five percent (5.0%) maximum.

- B. In addition, longevity shall be paid according to the following schedule:

	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
After 12-15	\$425.00	\$475.00	\$ 500.00
16-19	\$525.00	\$575.00	\$ 600.00
20-24	\$700.00	\$800.00	\$ 900.00
25 years +	\$800.00	\$900.00	\$1,000.00

- C. Time and one-half shall be paid for all hours worked over 40 hours in any regular work week.
- 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 \$20.00 per accumulated sick days to a maximum of ninety (90) days.

#### ARTICLE XIV

##### Insurance

- A. The Employer shall provide, without cost, to the employee the following insurance benefits for the employee and eligible dependents:
  - 1. MESSA Super Care I, with Board paid deductible, \$50 single, \$100 family.
  - 2. \$5,000 term-life insurance with option to convert after retirement.
  - 3. Delta Dental Plan E with internal and external coordination of benefits plus orthodontic Class III.
  - 4. MESSA VSP III.
  - 5. Effective July 1, 1995, long term disability insurance (LTD) providing two-thirds (2/3) of the employee's monthly salary to a maximum of \$2,500/month after a straight waiting period of 180 calendar days; with a two (2) year coverage limitation for mental-nervous-drug-alcohol disabilities; and a freeze on off-sets to age 65.
- B. In lieu of health insurance, an employee may elect the option of a Board paid annuity of \$700.00 per year or \$15,000 of group life insurance.
- C. 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 XIX shall be relieved from any and all liability with respect to disputes regarding coverage and benefits. The failure of an insurance company to provide any of the benefits for which it has contracted shall not result in any liability to the Board or Union nor shall such failure be

considered a breach of any obligation by either of them. The disputes between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established by this Agreement. The insurance benefits provided by Article XIX 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 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.

## ARTICLE XV

### 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 XVI

Duration

This Agreement shall be effective upon ratification by both parties, and shall continue until June 30, 1995. The wages set forth in Article XV, "Compensation", shall be retroactive to July 1, 1993 for the 1993-94 school year. If neither party gives written notice to the other of a desire to reopen this agreement at least ninety (90) calendar days prior to the expiration date, this agreement shall automatically be extended for one additional year.

FOR THE UNION:

Tillie Normandin

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\_\_\_\_\_

FOR THE BOARD:

James Demma 4/14/94

Alicia Shetto 4/14/94

David Fredrick 4/14/94

Ralph Davis 4/14/94

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