

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2008, by and between the VICKSBURG COMMUNITY SCHOOLS, hereinafter called the Board, and the VICKSBURG EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, an affiliate of the Michigan Educational Support Personnel Association, hereinafter called the Association.

WITNESSETH:

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 ONE (1) - RECOGNITION

- A. **BOARD UNIT DESCRIPTION.** The Board recognizes the Association as the exclusive bargaining representative in regard to wages, hours, and working conditions for all full-time and regular part-time: bus drivers, the permanent standby driver, custodians, mechanics, food service, maintenance and secretaries, but excluding administrators, supervisors, employees hired as substitutes or for a special assignment, Central Office Secretarial, Maintenance/Transportation Secretary, Special Education Secretary, Accounting and Computing Employees, the Technology Coordinator, the Elementary Library Coordinator, Teacher Aides, students employed on a work-study program and all other employees who are covered by another labor agreement. The term "employee" when used in this Agreement shall refer to all employees represented by the Association in the bargaining unit as defined above.
- B. The Board agrees not to negotiate with any such employee individually or with any organization professing to represent the same other than the Association for the duration of this Agreement or until a representative election is held.
- C. **MASCULINE/FEMININE GENDER.** Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

ARTICLE TWO (2) - ASSOCIATION/EMPLOYEE RIGHTS

- A. **STATUTORY RIGHTS.** The Board, as a duly elected body, and the Association, as the duly elected representative of bargaining unit employees, hereby mutually agree that neither will discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Public Act 379, or other laws of the State of Michigan of the Constitution of Michigan and the United States, and it is further understood and agreed that this provision will not confer any rights or benefits hereunder that would not otherwise inure to the benefit of the employees covered hereby and that any statutory limitations and/or other defenses which would have

been available to either party, but for this provision, are hereby reserved unto the party hereto who otherwise would have had the right to assert such claim, right or defense.

B. ASSOCIATION MEMBERSHIP. Office personnel hired after July 1, 1977; drivers hired after September 1, 1979; and food service and custodial/maintenance employees hired after September 1, 1978, must either: (1) become and maintain their membership in the Association, (2) pay a service fee to the Association equivalent to the amount of dues uniformly required of Association members, or (3) pay a service fee equivalent to the amount of dues uniformly required of Association members to a non-union, non-religious charitable organization if the employee is a member of a bonafide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations. Employees of the respective departments listed above, who were hired prior to the above mentioned dates and who are members of the Union or are contributing a service fee as of the effective date of this Agreement, must, as a condition of continued employment, either maintain their membership or pay said service fee as long as they are covered by this Agreement. Such payment shall be made as of the seventieth (70th) day of hire or as of the seventieth (70th) day after the execution of this Agreement, whichever is later. The employee shall furnish evidence of such payment to the Association. Employees who fail to maintain their membership, become members or, in lieu thereof, pay the aforementioned fee as above prescribed shall have such appropriate amount deducted from their salary in accordance with applicable law and such amount shall be promptly remitted to the Association.

1. The procedure in all cases of non-payment of the service fee shall be as follows:
 - a. On or after the seventy-first (71st) day of hire, the Association shall notify the employee of non-compliance by certified mail, return receipt requested, explaining that he/she is delinquent in not tendering the service fee, specifying the current amount of the delinquency and warning that unless the delinquent service fee is paid or a properly executed deduction form is tendered within fourteen (14) days, he/she shall be reported to the Board and a deduction of the service fee shall be made from the employee's salary.
 - b. If the employee fails to comply, the Association shall give a copy of the letter sent to the delinquent employee and the following written notice to the Board at the end of the fourteen (14) day period:

“The Association certifies that _____ has failed to tender the periodic service fee and demands that under the terms of this Agreement the Board deduct the delinquent service fee from the employee's salary. The Association certifies that the amount of the service fee includes only those costs for collective bargaining, contract administration and grievance adjustment.”
 - c. The Board, upon receipt of said notice and request for deduction, shall act pursuant to the provisions of this Section a. In the event a fee deduction authorization form is executed prior to the deduction, the request for deduction will be withdrawn.

2. Employees paying the service fee provided for herein or whose service fee has been deducted by the Board from their salaries may object to the use of the service fee for matters not permitted by law. The procedure for asserting such objection shall be as follows:
 - a. The objection shall be referred to an adjustment procedure adopted by the Association, which shall include a Service Fee Review Committee. Such procedure shall assure a fair determination relative to the employee's objection.
 - b. A copy of the objection shall be furnished to the Board of Education.
 - c. Any and all refunds that are determined to be due and owing to the employee shall be immediately turned over to the employee with ten percent (10%) interest.
 3. The Board will notify the VESPA Treasurer of any new hires within 5 days of the date of hire. The Board will also notify the VESPA Treasurer of resignations and terminations before their last paycheck is processed for input regarding final dues.
- C. **HOLD HARMLESS/INDEMNIFICATION.** The Association agrees to indemnify and save the Board harmless against any and all claims, suits and other forms of liability and for the expenses and costs incurred that may arise out of or by reason of the Board's reliance upon the dues or fee payroll deduction authorization form.
- D. **ASSOCIATION DUES AND PAYROLL DEDUCTIONS.** Any employee may sign and deliver to the Board an assignment authorizing deduction of Association membership dues or the service fee for employees who are not members of the Association. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year. Pursuant to such authorization, the Board shall deduct an equal amount of such dues each payday, beginning in September and continuing for eighteen (18) pays. Deductions for employees employed after September 1 shall commence with the next scheduled deduction. Association dues shall be remitted to the Association each pay period.
- E. **MISCELLANEOUS PAYROLL DEDUCTIONS.** Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any full-time or part-time employee and make appropriate remittances for insurance, annuities and direct deposit to approved financial institutions. Other plans or programs may be initiated if jointly approved by the Association and the Board.

It is expressly understood and agreed that while the Board will offer each employee the opportunity to participate in a Tax-Deferred Annuity Program which complies with Section 403(b) of the Internal Revenue Code, as amended. The Board shall limit the number of carriers or other entities providing such programs to a total of six (6) and that the Board shall not accept responsibility for assuring any employee that any such plan qualifies as per the aforementioned Section 403(b) nor does the Board guarantee or in any way act in a fiduciary capacity with said program, its investments or return thereon.

F. **DUE PROCESS.** No non-probationary employee shall be disciplined, reduced in rank or discharged without just cause.

G. **EMPLOYEE PROTECTION.** Employees complying with Board policies, rules and regulations and who are acting in the line of duty and within the scope of their employment shall be given support and assistance by the Board. Employees recognize a mutual responsibility for the enforcement of school law, order and policies. Therefore, in all cases, the employee shall follow the District's established policies and regulations.

1. If an employee, acting within the scope of his employment, is assaulted, the incident shall be immediately reported to his supervisor. The Board shall assist the employee in connection with the handling of the incident by law enforcement and judicial authorities. The employee shall cooperate fully with the Board with regard to such matter. An employee may use such force as is reasonable and necessary for protection from attack or to prevent injury to a student.
2. If an employee is the subject of a civil action brought by a student or parent of a student for action taken by the employee acting within the scope of one's employment, the Board will provide legal counsel and render such assistance as is reasonable and necessary in the employee's defense. Employees shall have the right to retain outside legal counsel at their own expense. The time necessarily lost from work by an employee in connection with the defense of a civil action brought by a student or parent of a student, which arose out of and within the scope of one's employment, shall not be charged against the employee unless the judgment is against the employee.

H. **USE OF SCHOOL BUILDINGS AND FACILITIES.**

1. The Association members shall have the right to use school building facilities for meetings which do not interfere with the assigned functions of the school and/or community programs and are in accordance with the Board Policy for community use of school facilities and equipment. The Association shall be classified as a "school-related" group.
2. Designated bulletin boards shall be made available to the Association for its official organization materials. Nothing of a political, derogatory or defamatory nature shall be posted on a bulletin board.
3. The inter-school mail and e-mail service shall be made available to the Association for its official organization materials. Nothing of a political, derogatory or defamatory nature shall be transmitted through the inter-school mail or e-mail.
4. Officers of the Association shall have access to school-owned computers, duplicating machines, copying machines, calculating machines and audio-visual items located at the Administrative Office Building, when such equipment is not otherwise in use. The Board reserves the right to charge the Association for the cost of all materials and supplies incidental to such use.

- I. **AVAILABILITY OF INFORMATION REGARDING SCHOOL DISTRICT.** The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information which is available to the public concerning the financial resources of the District, together with information which may be necessary for the Association to process any grievance or complaint. It is understood that this provision shall not be construed so as to require the Board, without adequate compensation from the Association, to compile information and/or statistics in any form other than that in which they are readily available. The furnishing of any and all information, however, is subject to applicable law.
- J. **CONTENTS OF PERSONNEL FILE.** Each employee shall have the right, upon request, to review the contents of said employee's personnel file (except confidential recommendations). The employee shall make an appointment for such review. A representative of the Association may, at the employee's request, accompany the employee in this review.
1. An employee shall be notified of any materials to be placed in the employee's personnel file which adversely reflect upon the employee.
 2. No material will be placed in his/her personnel file unless the employee has had an opportunity to review the material.
 3. Complaints against an employee shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated.
 4. The employee may submit a written notation regarding any material including complaints and the same shall be attached to the file copy of the material in question.
 5. If the parties to this Agreement agree the material to be placed in the file is inappropriate or in error, the material will be corrected or removed from the file, whichever is appropriate.
- K. **REPRESENTATION WHEN REPRIMANDED.** An employee shall be entitled, not required, to have present an Association representative while being reprimanded, warned or disciplined for any infraction of rules or delinquency in performance outside of the annual evaluation. When a request for such representation is made, no disciplinary action shall be taken with respect to the employee until such Association representative is present. When the presence of such Association representative is so requested, it is agreed that said representative shall be made available as soon as practical, but in all events within one (1) working day after the request is made. All information forming the basis for disciplinary action will be made available to the employee.

ARTICLE THREE (3) - ASSOCIATION/EMPLOYEE RESPONSIBILITIES

- A. **DUTY DURING EMERGENCIES.** Employees shall be expected to remain on duty as long as needed in the event of emergency situations. Such situations should be similar, but not limited to, severe weather warnings, civil or student disturbances, or situations which may

threaten the health or safety of students. An employee may be excused from this duty by the employee's immediate supervisor or the Assistant Superintendent.

- B. **ASSOCIATION ACTIVITIES DURING WORK HOURS.** No employee will engage in Association activities during working hours. The parties agree, however, to have their authorized representatives meet at a mutually satisfactory time for the purpose of reviewing the administration of the agreement and to resolve problems that may arise therefrom. Should Association representatives be required by Management to attend meetings during their scheduled working hours, they shall do so without loss of pay.
- C. **BOARD RULES, REGULATIONS AND POLICIES.** Employees are expected to comply with rules, regulations and policies adopted at any time by the Board or its representatives, which are not inconsistent with the provisions of this Agreement.
- D. **RESIGNATION.** Any employee desiring to resign shall file a resignation letter with his supervisor at least two (2) weeks prior to the effective date.
- E. **TELEPHONE.** A telephone will be made available to employees at reasonable times while at work, provided the use thereof does not interfere with school functions or the accomplishment of the employee's job. Employees agree to not abuse this privilege and all parties agree to use good common sense with regard to this provision. Employees shall record and pay for all long distance calls. The Association agrees to reimburse the Board for all Association-related calls.

ARTICLE FOUR (4) - BOARD RIGHTS AND RESPONSIBILITIES

- A. **MANAGEMENT RIGHTS.** The Association recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the school operation and to assign, direct, discipline and supervise employees in this bargaining unit are vested solely and exclusively in the Board.
- B. **AVAILABILITY OF INFORMATION REGARDING ASSOCIATION.** The Association shall make available to the Board upon reasonable requests, such statistics or information that the Board deems relevant for the negotiation of collective bargaining. The Association further agrees to supply available information which may be necessary for the Board to process any grievance or complaint.
- C. **VEHICLE COMMUNICATIONS.** All vehicles used to transport students on a regular basis shall be equipped with a two-way radio system.
- D. **CONTRACTING AND NON-UNIT EMPLOYEES WORKING.** The Board shall retain the right to determine if non-instructional services shall be subcontracted. In the event there is a layoff due to subcontracting, the Board will attempt to place the affected employees in other available areas of employment for which the employees are qualified. The Board shall notify the affected employees of subcontracting as soon as practical.

- E.** Any extra summer hours will be offered to VESPA members by seniority first. Work hours and assignments will be established as determined by the Director of Maintenance and Operations, with individual assignments to be made by the Director of Maintenance and Operations based on skills and abilities. All pay for extra summer work hours will be paid at the sub-custodian rate of pay.
- F.** **ADDITIONAL TRAINING.** The Board may require an employee to participate in additional training to meet changing job requirements. If necessary training through a Board approved program cannot be provided during work hours, the Board will pay for tuition, fees, books and approved expenses, such as transportation, meals, and lodging. The Board will compensate the employee at their regular hourly rate for time spent in class, provided the employee achieves the equivalent of a C or better performance in a graded class, or credit in a credit/no credit class.

ARTICLE FIVE (5) - WORK ASSIGNMENTS

A. **WORK YEAR.**

1. VESPA employees' work year will be set by the Administration in accordance with the Board adopted VEA and student calendar.
2. VESPA officers will be consulted as the calendar is developed to identify any special implications for VESPA employees. The annual district calendar will be published to the VESPA members each year within ten (10) working days of confirmation between the Board and the VEA.
3. Actual schedules will be published for each employee via the personnel data sheet for that year.

B. **WORKING HOURS.**

1. Work Schedules.
 - a. Work schedules shall be established by the employee's immediate supervisor and approved by the Superintendent or his/her designee.
 - b. Variations in regularly assigned work schedules will not be made for the purpose of avoiding the payment of overtime.
 - c. The scheduled daily hours for each employee will be stated on the employee's personnel data sheet provided by the employer prior to the beginning of the new work year. Wherever practicable, changes to employee data sheets (including terminations) will be communicated in writing to the Association within five (5) business days.
 - d. The Board will consult with the President and Vice President when changes in hours are contemplated by the school district, that affect a permanent change of more than

one (1) hour in either direction. Disagreements arising out of schedule changes made by the Board shall not be subject to the grievance procedure contained herein.

- e. Employees will be paid on an hourly basis for all approved hours worked.
- f. **Definition of Full-Time Schedule:**
For purposes of allocating benefits and other provisions of this contract, full-time will be defined as work scheduled at forty (40) hours per week.

2. **Work Hours and Schedules for Transportation.**

- a. Bus drivers shall be paid on an hourly basis. The assigned hours per run will include time necessary to pre-trip a bus before a route, and all waiting time, if any, between regular daily routes and/or runs, plus allocated time for fueling, cleaning, or any other assigned duties associated with the run. Bus drivers shall be available to work as needed and assigned by the Director of Transportation during the five business days prior to the first day of school. Such assignments will be for purposes of route planning, contacting parents, or any other duties as may be assigned. All such work shall be paid at the driving rate.
- b. Allowable Time for Bus Driver Runs. Transportation employees shall be paid for actual time worked, using an electronic timekeeping system, subject to the following parameters:
 - i. “Punch-in” Time: Drivers shall report to duty at a predetermined time, as assigned by the administration. The starting and ending times shall be set to allow reasonable time for fueling and normal pre-trip inspections. Employees reporting to duty prior to their assigned time will not be compensated for the additional time without the written approval of the director of transportation. The Director of Transportation shall approve reasonable deviations in starting time only on an as-needed basis, such as for weather related circumstances.
 - ii. Normally Scheduled Bus Runs: Standard run times will be established by the Director of Transportation based on estimates provided by the District’s routing software and the personal observations of the director of transportation, in consultation with the assigned driver. All deviations in excess of five (5) minutes shall be approved or disallowed by the Director of Transportation based on the facts and circumstances leading to the deviation from the standard run time. The Director of Transportation shall not deny deviations resulting from factors outside the driver’s control.
- c. Extra assignment time allocations for trips or extra runs will be based on actual drive time, plus allocated time for fueling (if needed) and the pre-trip.

3. Work Hours and Schedules for Food Service Employees.

- a. The normal work day for each Kitchen Manager will be as assigned by the Director of Food Service. Kitchen Managers' normal work day schedules shall be not less than seven hours per day or more than eight hours per day.
- b. Food Service employees shall be compensated for all hours spent attending required meetings.
- c. Food Service employees shall be compensated at the banquet pay rate for any extra labor hours incurred during a special event. Special Events will be defined as any event scheduled after 3:00 p.m. or week-end.

4. Work Hours and Schedules for Custodial/Maintenance/Secretarial.

- a. The normal work day for full-time employees shall be eight (8) hours. The normal work week shall be forty (40) hours.
- b. The normal work day shall consist of an eight (8) hour day, with a half hour unpaid lunch. The work day shall be arranged by the Board, as per Contract.
- c. Assignments based on shifts varying from those specified above may be made by the employer as work requirements dictate. However, variations will not be made for the purpose of avoiding the payment of overtime.

C. **OVERTIME ASSIGNMENTS.** An employee can be required to work overtime as deemed necessary due to a special circumstance or activity according to the following guidelines:

1. Except in emergency situations, the employee will be given twenty-four (24) hours notice.
2. When the overtime work requires the specialized skills or knowledge of a specific person, job classification, or building assignment, overtime will be assigned to the employee(s) who possesses such skill, knowledge, or experience in the appropriate job classification in that building.
3. When the overtime work does not require the specialized skills or knowledge of a specific person, job classification, or building assignment, overtime will be offered first to the most senior employee in the appropriate job classification in that building.

If the most senior employee in that classification declines the overtime, it shall be offered to the next senior employee, until the position is filled.

Once the overtime has been offered as described above, but declined, the Administration has the right to assign the least senior employee in that classification.

D. LUNCH AND RELIEF BREAKS.

1. Lunch. All employees shall be entitled to a one-half (½) hour unpaid, duty-free lunch period, except for transportation personnel. Employees required to eat their lunch while on duty shall be paid for that time.
2. Relief Breaks. All eight (8) hour employees will be entitled to a fifteen (15) minute paid relief break during each consecutive four (4) hour period worked as arranged by the employee's supervisor. All personnel who work less than eight (8) hours per day (except bus drivers) will be entitled to a relief break during the first and second half of their shift as arranged by the employee's supervisor. The length of the break shall be prorated to the hours they work during each segment of their shift.

E. BUS DRIVER WORK LOAD AND RESPONSIBILITIES.

1. Bus Run Assignment.
 - a. Seniority and driver qualifications shall be considered by the Board in making run assignments.
 - b. Not later than seven (7) calendar days prior to the start of school, employees will be notified by the Board of their run assignments, other than noon runs.
 - c. Runs which come available (during the school year) will be posted in accordance with Article 6, Section A. The administration may fill the assignment on a temporary basis for the balance of the school year and award the assignment for the following school year in accordance with the provisions of Article 6.
 - d. Employees with noon kindergarten assignments shall be allowed extra help for up to three (3) days at the beginning of the school year if needed. The helper, assigned by the employee's supervisor, shall be paid for services at the driving assignment rate.
 - e. The Board reserves the right to use noon assignments for training purposes without loss of pay to the regular driver provided the regular driver is immediately available to work, unless on an authorized leave of absence.
2. Trip and Other Extra Assignments. Trip and other extra assignments shall be defined as a driving assignment scheduled outside of the driver's normally assigned regular runs.
 - a. All drivers wishing to drive additional trips shall place his or her name on the list of drivers requesting additional trips (the "Trip Board"). In assigning trips to drivers, the Board shall consider both seniority and the number of hours an employee is expected to work for that week. The Board shall reserve the right to first assign trips to drivers expected to work less than 40 hours for the week. All trip assignments will be made from this list. Extra trips will be assigned based on seniority; however, the Board reserves the right to assign trips to less senior drivers in order to effectively manage

overtime costs. The Board may assign trips to drivers who have not placed their name on the Trip Board under the following conditions:

- i. If the Board is unable to fill an assignment from the list after reasonable effort.
 - ii. In case of emergency.
- b. When the Board determines it advisable, an extra employee may be assigned to drive in the event an emergency arises. The employee who drives will be paid the driving rate and the extra employee will also be paid the driving rate.
 - c. The Board may assign a lead driver for trips.
 - d. The Board shall ensure that an administrator or non-VESPA designee is on call when a bus is on a trip assignment.
 - e. The Board shall provide route maps for trips when needed.
 - f. On multi-day trips where a group of busses are left at the location of the event and several bus drivers return to the District in a single school bus, all drivers will be paid their normal driving rate for the return trip, regardless of who actually drives the bus.
3. Compensation.
- a. Trip assignments shall be paid a minimum of two (2) hours driving rate, unless the assignment is continuous to, and in conjunction with, a normal work day assignment.
 - b. An employee shall receive payment of two (2) hours at the driving rate when a trip has been canceled and the employee is not notified of such cancellation.
4. Bus Drivers' Training.
- a. All designated bus drivers shall attend the bus drivers' education program approved by the Board each year, unless written approval not to attend is granted by the employee's supervisor. Employees shall be paid at the driving rate.
 - b. Only those employees having completed the above training programs shall be permitted to transport students at any time in vehicles designated as school buses, unless emergency circumstances exist.
5. Michigan School Bus Driver's Manual. The Michigan School Bus Driver's Manual shall be the criterion for all bus driving policies and practices. The administration shall also have the right to establish additional policies with regard to bus drivers.

- F. **WORK LOAD ADJUSTMENT.** An employee who believes his work load is too onerous in relation to the work load of other employees within the same job classification may file a written grievance with respect thereto, stating all of the facts upon which the grievance is based, explaining the difference between the grievant's work load and that of other employees in the same job classification and any other reason he may have.
- G. **SCHOOL CLOSING.** Whenever any or all students are notified that a school facility must be temporarily closed that day and/or subsequent days, due to inclement weather or other causes beyond the control of the Board, the following shall apply:
1. Twelve Month Personnel: All VESPA employees working twelve (12) months shall report for work at their regular starting time and location, unless otherwise notified to report to a different location.
 2. Bus Drivers and Food Service Personnel: When schools are closed and the day(s) will not be rescheduled, bus drivers and food service personnel may report for work not later than 8:00 a.m. at either their regular work location or pre-notified location and/or wherever subsequently assigned, only when work is available. Those who do not work will not be paid.
 3. Secretaries Working Less Than Twelve Months: When schools are closed and the day(s) will not be rescheduled, secretaries working less than 12 months shall report for work at their regular reporting time and location, unless otherwise notified to report to a different location.
 4. Custodians: When schools are closed, second and third shift custodians may choose to work their shifts during daytime hours, arriving to work at their earliest convenience, with administrative pre-approval.
 5. Rescheduled Days for Personnel Working Less Than Twelve Months: In the event school is closed and the day(s) will be rescheduled, VESPA employees working less than 12 months shall not report for work, unless otherwise informed by the Administration.
 6. Whenever the Administration dismisses school employees after they have reported for work, they shall be paid for the remainder of their shift.
 7. Whenever the Administration deems the school employees of a particular building cannot work there due to causes beyond the control of the Board, said employees may be assigned to work in other facilities or if released from work, paid for the balance of their shift.
- H. **ESTABLISHMENT OF NEW CLASSIFICATION.** If the Board creates a new job classification it shall assign a rate of pay thereto and promptly advise the Association in writing as to the rate of pay and benefits thus assigned. If the Association disagrees with the assigned terms and conditions of employment, it shall notify the Board in writing within ten (10) working days after receipt of such written notice of its desire to meet with the Assistant Superintendent regarding the assigned terms and conditions. If a mutually satisfactory solution is not reached

within thirty (30) calendar days after serving such notice on the Board, the matter of the rate of pay therefore may be referred to the Grievance Procedure, starting at Article Eleven, Section C (2) thereof and processed accordingly, provided the grievance is filed within ten (10) calendar days after the expiration of the thirty (30) calendar day period referred to above. Failure of the Association to notify the Board in writing within the ten (10) working day period or, having served notice, failure to timely file a grievance thereon shall constitute acceptance by the Association of the rate of pay assigned.

ARTICLE SIX (6) - VACANCIES, TRANSFERS AND PROMOTIONS

- A. **POSTING.** When a new position is created or the employer deems it necessary to fill a bargaining unit vacancy, a notice of said vacancy shall be posted on the employee bulletin boards in each building. The employer shall notify the Association President in writing of all vacancies. The posting will also be placed on the District's website and emailed to all VESPA members. The notice shall remain posted for seven (7) work days.
- B. **BIDDING.** Any employee in the bargaining unit may bid for a vacancy by notifying the Assistant Superintendent in writing within the posting period. A proxy bid may be submitted by the Association President for an employee during his approved absence upon the absent employee's request. Employees may submit any material and rationale the employee believes will be of benefit to the Employer in making its decision.
- C. **SELECTION.**
1. Transfers and promotions within the bargaining unit shall be on the basis of bargaining unit seniority, and the posted requirements for ability, qualifications, and evaluations. If an applicant does not meet all four of the above criteria, he/she will not be awarded the position. However, the most senior employee in the classification in which the vacancy exists, who has the required ability, qualifications and evaluations shall be given preference.
 2. If there are no employees who bid for an open position, or if among those who bid, there are none who have the required qualifications, the employer shall be entitled to hire a new employee. However, if such position is not filled within the next thirty (30) calendar days following the expiration of the posting, and if it is still necessary to fill such job, it shall be reposted as provided for in this Article.
 3. **Ability and Required Qualifications.**
 - a. Where used in this Agreement, the word "ability" shall be interpreted to mean that the employee has the pre-developed skills, knowledge and work habits to satisfactorily fulfill the job requirements immediately upon being assigned to the job.
 - b. Where used in this Agreement, the words "required qualifications" shall be interpreted to mean that the employee has demonstrated that he has the background,

work experience, work habits, knowledge and physical ability which would enable him to readily learn to satisfactorily perform the job requirements of the job under consideration.

- c. To be considered for a promotion, the employee's evaluations must be satisfactory.
4. Assignments which become vacant after March 1, and are to be filled at that time, may be filled on a temporary basis until the end of the school year in the sole discretion of the employer. At the end of the school year, the position shall be posted in accordance herewith, if said position is still to be filled.
- E. **TRIAL PERIOD.** The successful applicant shall be granted a trial period on the job of up to forty-five (45) actual working days, while school is in session, to demonstrate that he/she possesses the clear ability to satisfactorily perform the job. If the employee fails to perform satisfactorily in the new position any time during the trial period or provides written notice to the employer of a desire to return to his/her former position, he/she shall be returned to his/her former position or rate of pay without loss of seniority. It is further understood that a domino effect may occur should an employee return to his/her former position, of which all others shall, in turn, return to their former positions.
- F. **BIDDING LIMITATIONS.** When an employee requests a transfer and the request is granted, he/she may not request another transfer for one (1) year from the time he/she starts the new assignment. Exceptions to this rule may be made by the Board.
1. If a full-time employee has not shown a pattern of changing jobs within the classification and has worked in that present position for at least six months, he/she may be allowed to bid on a full-time position and request a transfer if they meet the then present ability to satisfactorily perform the required work without training.
 2. If a VESPA employee has bid and is working a part-time position, and a new position opens of either more hours or full-time, he/she will be allowed to bid the new position if they meet the then present ability to satisfactorily perform the required work without training.
- G. **INVOLUNTARY ASSIGNMENTS.** Involuntary assignments shall be avoided whenever reasonably possible and made only for good reason.
- H. **TEMPORARY TRANSFERS.** The District shall have the right to transfer the least senior employees, who in its judgment can be spared from their job and who can satisfactorily perform the job of other employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absence. The District shall also have the right to temporarily transfer employees, irrespective of their seniority status, to fill temporary jobs or temporary vacancies or take care of unusual conditions or situations which may arise for a period not to exceed forty-five (45) consecutive regularly scheduled working days.

- I. **COMPENSATION DURING TRANSFER.** An employee temporarily transferred or involuntarily assigned for the convenience of the employer shall receive the rate for the position to which he is transferred after working five (5) consecutive days, retroactive to the start of the transfer/assignment, provided, however, that no employee's compensation shall be reduced through such transfer. Consecutive working days shall be considered interrupted upon the return of the absent employee for one (1) working day.
1. No maintenance employees shall be required to serve as substitute bus drivers. However, maintenance employees who choose to become certified and qualified as bus drivers and maintain their bus driver certification and qualification for the duration of their employment as maintenance employees may elect to serve as substitute bus drivers. Employees exempted from this provision, at the time the Agreement takes effect, shall continue to be exempted during the life of this Agreement. Article 9, Sections K and P shall be applicable for meeting this requirement.
 2. The District agrees that it will only utilize Maintenance/Mechanic employees as substitute drivers as a last resort. Utilization shall be by employee choice only. In recognition of safety concerns, every effort will be made to use Maintenance employees in this capacity as infrequently as possible.

ARTICLE SEVEN (7) - SENIORITY

A. **SENIORITY DEFINED.**

1. District seniority shall be defined as the employee's length of continuous service with the District beginning with the employee's first day of work following the most recent date of hire as a full-time or regular part-time employee. Employees who are on authorized leaves, vacations and holidays shall accumulate seniority during such periods. In the event more than one (1) individual has the same starting date of work, their respective positions on the seniority list shall be determined by a coin flip (or drawing if there are more than 2 individuals) conducted jointly by VESPA and Administration.
2. Classification seniority shall be defined as the length of accumulated seniority in a job classification into which they bid, bump or are permanently assigned. If an employee moves from one (1) classification to another, his seniority in the prior classification shall be retained but shall cease to accumulate. Classification seniority shall accumulate under the same conditions as District seniority.

- B. **LOSS OF SENIORITY.** Seniority, both District and classification, shall be lost by an employee upon resignation, retirement, termination, or failure to return to work following a recall from layoff, expiration of recall rights, failure to report for work without notification of supervisor for a period of three consecutive days or more except in situations beyond the employees control, or expiration of a leave of absence as herein provided. If an employee transfers to a non-unit position, his accumulated seniority shall be frozen for a period of one (1) year, thereafter it shall be lost.

- C. **SENIORITY LIST.** The employer shall prepare, maintain and post in each building a seniority list containing both District and classification seniority. The employer shall prepare an initial list no later than thirty (30) days after ratification of this Agreement and subsequent lists shall be posted in October and April with a copy furnished to the Association President at the time of each posting. The Association shall notify the Board of any error within fifteen (15) days from the posting date. The Board shall suffer no penalty or liability by relying on the seniority list after the fifteen (15) day correction period.
- D. **EMPLOYEE PROBATIONARY PERIOD.** All newly hired employees shall be on probation for the first seventy (70) days they have actually worked. The Board and the Association may mutually agree to extend the probationary period up to another forty-five (45) work days. Probationary employees shall have no seniority until they have satisfactorily completed the probationary period, at which time their seniority shall revert to their first day of work. Probationary employees shall have the rights and benefits as provided for them under this Agreement, except probationary employees may be disciplined or discharged for reasons sufficient to the employer without access to the Grievance Procedure. Further, they shall not be eligible for bus trip assignments or emergency trip assignments as long as there is a non-probationary bus driver available for the trip.

ARTICLE EIGHT (8) - REDUCTION OF STAFF

- A. **LAYOFF DEFINED.** Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of work, funds or change in program.
- B. **NOTICE OF LAYOFF.** No employee shall be laid off unless said employee shall have been notified of said layoff at least ten (10) working days prior to the effective date of the layoff. No notice shall be required due to a labor dispute or any cause beyond the control of the Board.
- C. **LAYOFF PROCEDURE.** In the event of layoff, the Board shall first lay off probationary employees within the affected job classification, then the least senior employees therein, providing however that the remaining employees have the then present ability to perform the required work without training. In no case shall a new employee be employed by the Board while there are laid off employees who were employed within the affected job classification who have the then present ability to satisfactorily perform the required work without training.
- D. **BUMPING RIGHTS.** A laid off employee shall have the right to utilize his/her seniority in a classification in which he has satisfactorily worked on a regular full/part-time basis to retain a position with the School, providing he has the then present ability to satisfactorily perform, without training, the duties of the employee thus displaced.
- E. **SUBSTITUTING AND CONTINUANCE OF BENEFITS.** A laid off employee shall, upon application and at his option, be granted priority status on the substitute list for his job classification, according to his seniority. Laid off employees may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for

such benefits to the Board for up to one (1) year. Such payments shall be made in accordance with the payment schedule of the Board and/or subject to the terms and conditions of the carrier.

- F. **RECALL FROM LAYOFF.** Employees shall be recalled to their job classifications in inverse order of their classification seniority.
- G. **NOTICE OF RECALL.** Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board'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 Board notified as to his/her current mailing address. A recalled employee shall be given at least ten (10) working days from mailing of said notice to report for work. The Board may fill the position on a temporary basis until the recalled employee has reported to work, providing the employee reports within said ten (10) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who fails to report for work or refuses a part-time position or a position of lesser pay for which he/she is qualified shall automatically be terminated, providing it is in accordance with the provisions of the Michigan Unemployment Law, which shall be immediately communicated to the Board of Education.
- H. **RETENTION OF RECALL RIGHTS.** Employees on layoff shall retain their seniority for the purpose of recall for a period not to exceed twelve (12) consecutive months, unless said employee has refused a position for which he/she is qualified, or as set forth in Section G above.

ARTICLE NINE (9) - COMPENSATION

- A. **TOTAL COMPENSATION FORMULA:** For the duration of this Agreement, the annual adjustment to wages and benefits shall be determined through a collaborative process between the Board and VESPA bargaining team based on the following provisions:
1. The per pupil foundation grant for the new contract year will be compared to the final per pupil foundation grant for the previous year and the percentage change will be determined.
 2. The percentage change will be multiplied against the sum of the totals for all VESPA wages, FICA, retirement, health/vision/dental subsidies, cash-in-lieu of health insurance, annual benefit allocations, and attendance incentives. The resulting figure will become the total dollars available for VESPA increases to wages, FICA, retirement, and other benefits.
 3. The Board and VESPA bargaining team will then work together to determine how to allocate the available new dollars to increases to wages and Board benefit subsidies after covering any increases to FICA and/or MPSERS retirement rates.
 4. If the VESPA bargaining team declines to participate in determining the allocation of new dollars within thirty (30) days after the Board confirms the figures, the Board may make the determination for that year.

5. The VESPA and Board bargaining teams will work together to determine potential cost savings and alternatives for insurance benefits for VESPA employees. Actual savings resulting from any change in benefit plans or coverage levels shall remain within the compensation pool described above, and shall be available for allocation as determined by the VESPA bargaining team.
6. The Board and Association agree that any increases to health insurance premiums over 10% will not be charged against the Total Compensation Formula for 2009-2010.
7. A \$250 one-time cash bonus per employee will be payable if this contract is ratified by VESPA no later than November 5, 2008.

B. **SALARY SCHEDULE**

	2007-2008	2008-2009	2009-2010
CUSTODIAL/MAINTENANCE			TBD
Head Custodian:			
High School	14.16	14.44	
Middle School	14.06	14.34	
Sunset	14.06	14.34	
Tobey	14.06	14.34	
Indian Lake	14.06	14.34	
VAB	14.06	14.34	
Custodians	13.10	13.36	
Maintenance:			
State licensed electrician, plumber, boiler engineer, alterations & repair contractor	17.72	18.07	
Non-licensed	16.00	16.32	
Custodial Shift Differential:			
First night shift	0.25	0.26	
Second night shift	0.47	0.48	
FOOD SERVICE			
Cafeterial Manager			
Senior High	11.99	12.47	
Middle School	11.92	12.40	
Elementary	11.86	12.33	
Cooks	10.45	10.76	
Dish Washer/Server	9.62	9.91	
Banquet Supervisor (as needed)	13.47	13.74	
Transportation:			
Mechanic:			
State licensed (truck)	17.72	18.07	
Non-licensed	16.00	16.32	
Mechanic Helper	14.05	14.33	
Bus Drivers:			
Driving rate	14.87	15.17	
SECRETARIES	12.90	13.16	

C. NEW EMPLOYEES PERCENTAGE STEP INCREASES:

First Year Probationary.....	85%	85%
First Year Non-Probationary.....	90%	90%
Second Year Employees.....	95%	95%

Percentage step increases for “first year” and “second year” employees shall occur on their anniversary date of hire, and not at the beginning of the fiscal year. After an employee becomes a “third year” employee, his/her wage increase will be at the beginning of the new fiscal year (July 1).

No wage increase will be awarded until the completion of the seventy (70) day probationary period.

D. **BENEFITS:** Members of VESPA shall qualify for board paid subsidies for health, vision, and dental benefits, cash in lieu of health benefits, or an annual benefit allocation, in accordance with the following schedule:

		Hired before 6/1/03	Hired after 6/1/03	
		At least 30 hours per week	30-34 Hours per week	35+ Hours per week
less than 30 hours per week				
Secretaries	No benefits	Health, vision, dental	Annual benefit allocation	Health, vision, dental
Food Service	No benefits	Health, vision, dental	Annual benefit allocation	Health, vision, dental
Mechanics	No benefits	Health, vision, dental	Annual benefit allocation	Health, vision, dental
Maintenance	No benefits	Health, vision, dental	Annual benefit allocation	Health, vision, dental
Custodial	No benefits	Health, vision, dental	Annual benefit allocation	Health, vision, dental
Bus drivers**	No benefits	Health, vision, dental	Annual benefit allocation	Health, vision, dental

**Bus drivers who regularly work at least 30 hours per week in the current year will qualify for health, vision, and dental benefits, provided that his or her average actual hours worked in the immediate prior school year totaled at least 35 hours per week. The calculation will be determined as follows:

Total actual hours worked, excluding bus washing, divided by student days, multiplied by 5 (five) = average actual weekly work hours. This figure will be divided by forty to determine the Board subsidy, not to exceed 100%.

E. **HEALTH BENEFITS:**

- a. **GENERAL:** Upon written acceptance of application, the Board agrees to pay a portion of the cost of health benefits on behalf of eligible employees, toward such benefit plans, as may be mutually agreed by the Board and VESPA bargaining team. The amounts of such board paid subsidies shall be determined as described under the Total Compensation Formula.

Association adopts West Michigan Health Insurance Pool coverage, effective January 1, 2009, with a choice of two plan options:

Employee cost for Versatile PPO with \$5/\$30 Rx card, \$250/\$500 deductible, 10% in-network (BCBS) co-insurance with \$1,000/\$2,000 out of pocket max will be as follows:

Single: \$20.00/month (\$167.82 per month LESS than current, \$2,013 LESS per year)**

Self/Spouse: \$48.00/month (\$376.84 per month LESS than current, \$4,522 LESS per year)**

Full Family: \$124.00/month (\$352.17 per month LESS than current, \$4,226 LESS per year)**

Employee cost for WMHIP PPO Select (equivalent to MESSA Choices II), with a \$10/\$20 Rx Card as follows:

Single: \$101.44/month (\$86.38 per month LESS than current, \$1,037 LESS per year)**

Self/Spouse: \$232.35/month (\$192.49 per month LESS than current, \$2,310 LESS per year)**

Full Family: \$351.48/month (\$124.69 per month LESS than current, \$1,496 LESS per year)**

**Compared to current employee contribution towards MESSA Choices II, \$5/\$10 Rx

Amounts for 2009-2010 will be determined in accordance with the Total Compensation Formula.

- b. **SPOUSAL HEALTH BENEFITS:** Spouses of VESPA members who are eligible to receive health benefits through another employer for \$200 or less per month, must accept that employer's health benefits, and shall not be covered under VCS' sponsored group health plan unless they currently have coverage under the VCS' health plan. Those employees with spousal coverage at the time of contract ratification are grandfathered for the duration of the contract. Employees requesting spousal coverage through the VCS group health plan must provide written documentation from spouse's employer establishing eligibility. Self-employed or unemployed spouses must certify in writing that they are eligible for coverage. If at any time it is discovered by the Administration that the coverage is at variance with that which has been certified, the employee shall be required to reimburse the district for all payments made on his/her behalf since the date upon which the variance started. Spouses may continue to receive vision and dental benefits. Children/dependents of VCS employees may be enrolled under VCS health benefits regardless of spousal coverage.
- c. **HEALTH BENEFIT PRORATION:** The board subsidy shall be based on a 40-hour work week. Employees whose normal work schedule is less than 40 hours per week shall receive a pro-ration of the subsidy equal to the number of regularly scheduled hours per

week divided by forty (40). VESPA members hired prior to 1990 are grandfathered at a pro-ration based on a thirty-five (35) hour work week.

- d. **COVERAGE PERIOD:** Contributions shall be for the full twelve (12) months, i.e. from July 1 through June 30 of each fiscal year. Any July and August benefits paid by the Board must be reimbursed by any non-returning VESPA employee, unless said VESPA employee is retiring. Upon separation from employment, any excess premium contribution withheld from an employee's pay will be refunded.
 - e. **CASH IN LIEU OF HEALTH BENEFITS:** VESPA members who are eligible to receive health benefits may elect to receive cash in lieu of health benefits. The amount of the cash payment in lieu of benefits shall be determined in accordance with the Total Compensation Formula. Cash payments in lieu of health benefits shall be prorated on the same basis as the health benefits, as described above.
- F. **DENTAL BENEFITS:** The Board shall continue to provide a dental program for all eligible bargaining unit members for the duration of this agreement. The Association agrees to a self insured dental program to be administered in accordance with the existing plan document and as outlined in the brochure of Vicksburg Community Schools Dental Self-Insured Plan for VESPA. This plan shall pay to the provider for dental service at 70/70/70 during the life of this Agreement. The Administration shall have a dated copy of the brochure available each year.
- Said plan shall be as follows:
- Class I Benefits: 70% of the charge to a maximum of \$1,000 per person total per contract year for basic dental services.
 - Class II Benefits: 70% of the charge to a maximum of \$1,000 per person total per contract year for prosthodontic dental services.
 - Class III Benefits: 70% of the charge to a maximum of \$500 per person total lifetime maximum.
- G. **VISION INSURANCE:** In accordance with the total compensation formula described above, the Board shall provide the cost for MESSA VSP-3 Gold or equivalent vision benefits for all eligible members of VESPA. The Board may, in its sole discretion, choose to provide equivalent vision benefits through a self-funded plan.
- H. **ANNUAL BENEFIT ALLOCATION:** VESPA members who qualify for the annual benefit allocation shall receive a flat benefit allocation of \$2400 in lieu of the health, vision, and dental benefits described above. Such allocation will be paid in bi-weekly installments on the employee's paycheck. Employees receiving this allocation may apply it toward the purchase of health, vision, dental, or insurance options, or may retain the allocation as a cash benefit. The amount of such allocation shall be determined annually, in accordance with the total compensation formula.
- I. **OVERTIME.** Pay for overtime approved by the Board shall be as follows:
- 1. Regular hourly rate for all hours worked up to forty (40) hours.

2. One and one-half (1-1/2) times the regular hourly rate for all hours actually worked over forty (40) hours in any one (1) work week.
3. Two (2) times the regular hourly rate for all hours actually worked on Sunday.
4. Work performed on a holiday will be paid at the regular hourly rate plus the holiday pay.
5. If an employee is directed to check the building to which he/she is regularly assigned, outside regularly scheduled work hours, a minimum of one (1) hour shall be paid.
6. There shall be no pyramiding of premium pay.
7. There shall be no offsetting of overtime with compensatory time off unless the employee makes such election.

J. **LONGEVITY.** Employees who, as of June 30, have completed eight (8) or more years of continuous service as defined in Article Seven, Section A, “Seniority Defined”, and have not refused a position for which they were qualified, while on layoff with the Vicksburg Community School District, shall receive a longevity payment. Employees who refuse a position for which they are qualified while on layoff, shall lose their eligibility for longevity payment. Those employees who retire before June 30 and meet all the qualifications for a Longevity Payment, shall receive a pro-rated amount. Voluntary quits and/or terminations shall disqualify an employee for any Longevity Payment regardless of date.

<u>Years of Seniority</u>	<u>Additional Hourly Rate, based on assigned work year, excluding unpaid leaves of absence and overtime.</u>
8 through 11 years.....	\$ 0.33
12 through 15 years.....	0.38
16 through 19 years.....	0.43
20 through 24 years.....	0.48
25 years and over.....	0.53

Said longevity payment shall be made the first pay period in July.

K. **HOLIDAYS.**

1. Employees who are scheduled to work the fiscal year shall be paid for the following holidays:
 - a. New Year’s Day
 - b. Day before or day after New Year’s Day (as determined by the School calendar)
 - c. Memorial Day
 - d. Independence Day

- e. Friday before Labor Day
 - f. Labor Day
 - g. Thanksgiving Day
 - h. Day after Thanksgiving
 - i. Christmas Day
 - j. Day before or day after Christmas (as determined by the School calendar)
2. Employees whose work schedule is planned around the school year shall be paid for the following holidays:
- a. Christmas Day
 - b. New Year's Day
 - c. Thanksgiving Day
 - d. Day after Thanksgiving
 - e. Memorial Day
3. Absence Preceding or Succeeding a Holiday. Salary for a holiday shall be paid when the employee is on duty the normal work day preceding and succeeding the holiday or on excused absence(s). If the employee indicates that illness was the cause of such absence, the employee shall furnish a doctor's statement certifying the illness within three (3) days after such absence, if requested by the employee's supervisor.
4. Holiday Not Part of Vacation. The above days shall not count as part of an employee's vacation if they fall within the employee's vacation period.
5. Weekend Holidays. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday and if the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

L. VACATIONS

1. Beginning July 1, 1994, employees who are scheduled to work the full fiscal year shall be paid for the following vacation periods, regardless of previous classification:

After one (1) year of service.....One (1) week
 After two (2) years of service.....Two (2) weeks
 After seven (7) years of service.....Three (3) weeks*
 After eleven (11) years of service.....Four (4) weeks*

*Two (2) weeks must be taken during the summer.

2. Vacations are Non-Accumulative. Vacations may not accumulate from year to year. However, if a supervisor is unable to permit an employee to take a vacation because of work load, special provisions would be made for the employee to take the unused vacation within the next fiscal year; or, at the option of the employee, receive a cash payment in lieu of time off.

3. Vacation Approval. Schedule for vacations must be approved by the employee’s supervisor and the Assistant Superintendent for Business/Operations a minimum of five business days prior to the scheduled vacation. Exceptions to the notification requirements may be made at the employer’s sole discretion. Seniority will prevail. Approval of vacation dates may not be rescinded unless mutually agreed by both parties.
4. Vacation Earned During Fiscal Year. Vacation is earned between July 1 and June 30 and is to be taken during the next fiscal year.
5. Prorated Vacation for New Employees. New employees will be given a prorated amount of vacation as of June 30. Thereafter, his/her vacation will be computed on a fiscal year per the above schedule.
6. Termination of Employment. If an employee is terminated voluntarily or involuntarily, he/she will be paid for any earned unused vacation time.
7. Vacation shall be earned by secretaries working less than twelve months according to the following schedule:

<u>Scheduled Hours of Service Per Year</u>	<u>Number of Vacation Days</u>
Less than 800	0
800 - 899	1
900 - 999	2
1000 - 1099	3
1100 - 1199	4
1200 or more	5

Such vacation will be earned at the hourly rate in effect the 1st day of July, and shall be paid in a lump sum the last pay period in June in lieu of time off the job.

Time off without pay may be granted on a case-by-case basis with the approval of the Assistant Superintendent.

- M. **CONFERENCES.** An employee released from regular duties by his/her supervisor for the purpose of attending or participating in conferences or professional organizational meetings that are job-related shall be released without loss of pay. If an employee is requested and elects to attend a conference during off duty hours, the employee shall be reimbursed for lodging, meals, registration, supplies, and travel as approved in advance by the Assistant Superintendent. Reimbursement of expenses shall be as follows:

1. An itemized list of estimated expenses must be submitted to the Assistant Superintendent, or a designate, with the written request to attend the meeting.

2. The Assistant Superintendent, or a designate, shall determine the amount of reimbursement to be allowed for the expenses and shall so state in writing with the approval to attend the meeting.
3. Non-reimbursable expenses. Expenses incurred by employees attending regional, state or national conferences conducted for the further cause of the Association's own professional purposes shall not be reimbursed by the Board.

- N. **PHYSICAL EXAMINATION.** All employees who are required to drive a bus shall have an annual physical examination. The cost of the physical shall be reimbursed by the District, when the physical is performed by a District approved, licensed physician. Cost of physicals performed by other physicians shall be the employee's responsibility.
- O. **UNIFORM ALLOWANCE.** Food service and custodial employees who have worked seventy (70) days, shall be paid an annual uniform allowance of two-hundred fifty (\$250) dollars, to purchase uniforms as approved by the director based on standards set by the director and recommendations made by a subcommittee of each affected job classification. The subcommittee shall consist of representatives selected by the affected job classification members. The administration will also purchase outer-wear for maintenance employees bi-yearly.

New hires shall receive the allowance in the first (1st) paycheck following completion of the probationary period. Non-probationary employees will receive the allowance in their first paycheck of the contract. No employees shall receive a uniform allowance more than once in a twelve (12) month period. Employees may be asked to present receipts showing that the allowance was used to purchase school uniforms.

Mechanics and maintenance staff will be provided uniform service as selected by the director.

Approved uniforms must be worn at all times while on duty, except on "special occasions" as approved by the immediate supervisor or building principal.

- P. **MILEAGE PAY.** The Board shall compensate employees required to provide private transportation for the benefit of the school. Said benefit is defined as employer-assigned errands and travel between school buildings. Normal travel to and from home, including travel during a split shift, is excluded. The rate of compensation shall be as per Board Policy.
- Q. **MEALS.** Meals will continue to be furnished to food service personnel and day shift custodial/maintenance employees on the same basis as in the immediate past. However, employees desiring second helpings shall pay the established price for a full meal.
- R. **COMPENSATION UPON RETIREMENT.** VESPA employees retiring from the Vicksburg Community Schools, and who at that time are eligible for Michigan Public School Employees Retirement Fund and who have worked a total of fifteen (15) full years in the Vicksburg Community Schools, shall receive terminal pay at the rate of fifteen (\$15.00) dollars per eight

(8) hours for one-half (1/2) of their accumulated sick leave to not exceed three hundred eighty (380) hours.

S. **LICENSE ALLOCATION.** The Board shall reimburse all drivers the renewal cost of their state required licensing. If a road test is required because of a poor driving record, then the driver shall bear the cost of the road test.

T. **PAYCHECKS.**

1. The first pay period affected by this Agreement will be July 3, 2008 for 12-month employees.
2. Employees' salaries will normally be paid every two (2) weeks on Friday. If said payday is a legal holiday, employees will normally be paid on the last working day before the payday. If said legal holiday occurs during a normal vacation, checks will be mailed to the employees so as to normally arrive the day before said holiday.
3. Payroll deductions will be scheduled as follows:
 - a. 403-b - 1st and 2nd paycheck of each month
 - b. Insurance - 1st and 2nd paycheck of each month
 - c. Union Dues - starting first pay date in September and continuing for eighteen (18) pays

ARTICLE TEN (10) - AUTHORIZED ABSENCES

A. **SICK LEAVE.** Sick leave is paid leave to be used as prescribed below. All benefits covered and as provided by this Agreement continue while an employee is on sick leave.

1. **Sick Leave Allowance.** Sick leave allowance shall be determined by the following formula:
 - a. Assigned hours of service per day during the school year, multiplied by the number of months worked, equals the sick leave allowance per year.
 - b. Sick leave allowance shall be credited at the end of each month worked.
 - c. An employee who works a majority of the days for which he/she is regularly scheduled to work, not less than ten (10) days worked in any given month, shall qualify for the month's sick leave allowance.
2. **Accumulated Sick Leave.** The maximum accumulated sick leave hours allowed shall be determined by the formula in Paragraph (1) above and shall not exceed ninety-five (95) sick leave days as earned by the employee.

3. Sick Leave Use. A day of sick leave shall equal the number of hours the employee regularly works and may be used as follows:
- a. Personal illness or disability. Limited to accrued sick leave.
 - i. An employee returning from a sick leave of five (5) or more consecutive days may be required to present a certificate of good health from a medical doctor and that the employee is fully capable of performing the essential functions of the employee's job.
 - ii. Sick leave may not be used for routine health examinations, dental appointments or surgical procedures which could otherwise be scheduled outside of the employee's normal work hours.
 - b. Illness of a child, current spouse or a person living in the employee's household who is 70% financially and physically dependent upon the employee for at least a period of one (1) school year.
 - c. Death in the employee's immediate family defined as: current spouse, father, mother, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren - one (1) to five (5) working days per year as approved by the employee's immediate supervisor.
 - d. Two (2) work days per year, non-cumulative as business leave days, provided the following requirements are met:
 - i. The request for time off is submitted on a form provided by the School to the employee's supervisor, who shall forward it to the Assistant Superintendent for approval. At the time the request is submitted, the employee shall inform the supervisor of the requested day(s) off. The request must be submitted on the required Request/Report for Absence Form to the supervisor at least five (5) work days before the intended day of absence in order for the request to receive consideration. The employee, by his/her signature on the form affirms that the purpose of the leave conforms with the standards detailed in paragraphs (i) and (ii) which follow. Emergency and special requests will be determined on a case-by-case basis by the Assistant Superintendent without creating a precedent.
 - ii. A business leave may be taken only when a dire business necessity arises, and it is imperative that the employee's presence for personal (non-school related) business is required away from school property and such business matters cannot be arranged outside the employee's normal work day. Except in emergency situations, as determined on a case-by-case basis by the Assistant Superintendent, such days immediately preceding or following a school vacation, legal holiday or an employee's individual vacation shall be prohibited.

- iii. A business leave shall not be used for seeking other employment, rendering services, or working either with or without remuneration for one's self or for anyone else, for hunting, for fishing or any other recreational activity.
- iv. One (1) day per year deductible from sick leave days may be used to attend the funeral of a close friend.
- e. Anytime after an employee has been informed that the Board suspects him of sick leave abuse, the Board shall have the right to require said employee to have a medical doctor certify the necessity for future use of sick leave.

B. **DISABILITY LEAVE WITHOUT PAY.** An employee shall be permitted to continue working as long as he/she satisfactorily performs the essential functions of the employee's position. If this requirement cannot be fully maintained, the employee will be placed on disability leave. An employee placed on disability leave shall either exhaust or bank sick leave. An employee on disability leave without pay shall not be entitled to the economic fringe benefits provided for in this Agreement, unless required by law. Seniority does not accumulate for leaves of one (1) or more days. Disability leave without pay shall be granted on the following basis:

1. Such leave shall be for the duration of the disability but not to exceed one (1) year.
2. Disabled employees shall notify their supervisor as soon as confirmation of the disability is made and shall accompany such notice with a physician's written statement setting forth the employee is physically unable to continue working, if applicable.
3. Subsequent physician's statements may be required by the Board.
4. Before the employee can return from the leave, a physician's statement must be submitted confirming that the employee is capable of performing the essential functions of the employee's position. This restriction can be modified at the discretion of the Administration based upon the attending physician's recommendation.
5. An employee on leave desiring to return to duty shall submit a written request to the Assistant Superintendent at least five (5) working days prior to the end of the leave. This time frame may be waived by the Administration on a non-precedent setting basis.
6. Failure to return to work as set forth herein or failure to follow the above requirements and responsibilities shall mean that the employee's employment shall be automatically terminated.
7. An employee returning from disability leave shall be returned to the position he/she had before the leave was granted, pending an unconditional physician's release.

- C. **JURY DUTY.** An employee must submit documentation, otherwise leave will be treated as unpaid. If jury duty lasts less than half of the employees shift, they must report for the rest of their shift as scheduled (taking into account travel time). Jury duty in excess of 30 calendar days shall not be compensated except where the employee cannot be dismissed, in which case he/she shall receive the normal rate of pay.
- D. **COMPENSABLE INJURY.** For necessary absences from work assignments because of a disability resulting from an injury arising out of or in the course of employment by the Board, the affected employee shall be paid the difference between the employee's net after taxes pay and benefits received under the Workers' Compensation Act to the extent the employee's unused credited sick leave account provides sufficient funds for this purpose. Payments from accumulated sick leave to supplement Workers' Compensation payments will only be made after Workers' Compensation payments are determined. All the benefits as provided in this Agreement will continue to the extent of the unused sick leave.

Providing sick leave is available, the following is an example of how the calculation is made to continue said VESPA employee's pay:

Example: Compensation Benefit

Employee's Regular Net Pay After Taxes	=	\$500.00
Workers' Compensation Payment	=	<u>400.00</u>
Net After Tax Portion Paid by School	=	\$100.00

To Use Sick Leave: \$500 (bi-weekly) -- 80 hours = \$6.25/hour

\$100 Net -- \$6.25 = 16.0 hours

Use of Sick Leave = 16.0 hours

When sick leave is exhausted, the employee shall be placed on disability leave without pay, according to Section B.

- E. **LEAVE OF ABSENCE WITHOUT PAY.** Employees on leave of absence without pay shall not be entitled to the benefits of this Agreement. Seniority does not accumulate for leaves of one (1) or more days. Leave of absence without pay is defined as any absence not otherwise covered by this Agreement.
1. Leave of absence may be granted, but no leave of absence will exceed one (1) year.
 2. The Board shall determine the length and conditions of the leave of absence, determined on a case-by-case basis without creating a precedent. Consideration will be given to the employee's past work and attendance record.

3. An employee returning from a leave of absence may be required to take a physical or mental examination by a medical physician before returning to work, certifying the employee is capable of performing his job functions without limitation or restriction.
 4. Upon returning from a leave of absence, the employee shall be returned to the position he had before the leave was granted, assigned to another position, or placed on the substitute list and assigned to the next available position according to seniority.
- F. **TESTIMONY.** An employee subpoenaed before any administrative or judicial tribunal to give testimony shall be compensated for the difference between said employee's pay and the pay received as witness fee for so testifying for each day the employee is required before such tribunal for that purpose. This provision shall not apply to any employee who is giving such testimony in an action where the employee, another employee, or the Association, brings or is a party to such action against the Board of Education.
- G. **UNITED PROFESSIONAL CONFERENCES.**
1. At the beginning of every school year, the Association shall be credited with eight (8) days off with pay, providing the Association pays for the substitute replacement, for the purpose of attending regional, state or national workshops, conferences and conventions which shall be used by the VESPA President and/or one (1) designee per event.
 2. The Association agrees to notify the Board as soon as possible, but in no case less than five (5) business days prior to the date for intended use of said leave.
 3. The Association President may use a portion of his/her normal work day to meet with the Administration on Association business.

ARTICLE ELEVEN (11) - GRIEVANCE PROCEDURE

- A. **DEFINITION.**
1. A "Grievance" is a claim of violation, misinterpretation or misapplication of any provision of this Agreement.
 2. "Days" mean calendar days, exclusive of Saturday, Sunday, and scheduled holidays.
- B. **ELECTION OF REMEDIES.** A grievant or the Association shall have one (1) remedy only to resolve a grievance. Any claim in which proceedings are pending before any administrative tribunal, agency or court or which are later submitted thereto shall render the grievance and any decision with regard thereto null and void.

C. **PROCEDURE.**

1. **Informal Adjustment.** Prior to filing a written claim, the grievant shall meet with his immediate supervisor for the purpose of attempting to adjust such alleged claim without further proceedings. The request for the meeting must be made within five (5) working days from the occurrence of the event or from the time the grievant reasonably should have known of the event. A written reply shall be forwarded to the grievant and the Association within ten (10) days of such meeting.
2. **Written Claim.** If the Association is not satisfied with the disposition of the matter, the grievance shall be presented in writing to the Assistant Superintendent within ten (10) days. Said grievance shall include:
 - a. An identification of the grievant.
 - b. The facts upon which the grievance is based.
 - c. The applicable portion(s) of the Agreement allegedly violated.
 - d. The specific relief requested.
 - e. The date of the grievance.
 - f. The signature of the Association President.

A written reply shall be forwarded to the Association within ten (10) days of receipt of the grievance.

3. **Arbitration.** If the Association is not satisfied with the disposition of the Assistant Superintendent, the grievance may be submitted to its Voluntary Labor Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, provided such request is made within thirty (30) calendar days of receipt of the Assistant Superintendent's disposition.
 - a. The powers and authority of the arbitrator are subject to the following limitations:
 - i. The arbitrator shall have no authority to add to, subtract from, change or modify any provision of this Agreement, but shall be limited solely to the interpretation and application of the provisions contained herein.
 - ii. The arbitrator shall have no authority to consider or rule on any employee's evaluation and/or rule on the continued employment of a probationary employee.
 - iii. The arbitrator shall have no authority to change a practice, policy or rule of the

Board nor substitute his/her judgment for that of the Board or as to the reasonableness of any action taken by the Board, except when such practice, policy or rule is specifically limited by the terms of this Agreement.

- iv. The decision of the arbitrator may be appealed by either party to this Agreement provided such appeal is filed with a court of competent jurisdiction within twenty (20) calendar days after receipt of the arbitrator's decision. In the event neither party to this Agreement appeals the arbitrator's decision within the twenty (20) day appeal period, the arbitrator's decision shall become final and binding thereafter.

4. Miscellaneous

- a. A grievance may be withdrawn at any level without prejudice or record.
- b. No reprisals of any kind shall be taken by or against any party of interest or any authorized participant in the Grievance Procedure by reason of such participation.
- c. Forms for filing and processing grievances shall be provided by the Association.
- d. The expenses and wages of witnesses and representatives of the parties shall be borne by the party for whom they appear.
- e. The cost and fees of the arbitrator shall be borne equally by the parties to the proceedings, except for matters related to work load adjustments where the losing party shall pay all costs and fees.
- f. Notwithstanding the expiration of this Agreement, any grievance arising under the terms of this Agreement may be processed under the terms hereof through arbitration.

ARTICLE TWELVE (12) - GENERAL PROVISIONS

- A. **EQUAL OPPORTUNITY.** The Board and the Association agree that they will not discriminate on the basis of race, sex, creed, color, national origin, ethnicity, marital status, membership in or non-membership in the Association, otherwise qualified handicapped employees, height or weight. Claims must be filed within one hundred eighty (180) calendar days of the alleged incident giving rise to them.
- B. **SAVINGS CLAUSE.** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon

written request of either party hereto, the Employer and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

- C. **ENTIRE AGREEMENT.** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- D. **DUPLICATION OF AGREEMENT.** The Employer agrees to furnish a copy of this Agreement to each employee who is employed in the bargaining unit during the term of this Agreement and to provide five (5) copies to the Association.
- E. **PROSCRIBED ACTIVITY.** The Association agrees that, during the life of this Agreement, neither the Association, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity against individual members of the Board. The Board agrees that it will not lock out any employee during the term of this Agreement or during any period during which a successor agreement is being negotiated by the parties. The Board also agrees that it will not, during the period of this Agreement, engage in any unfair labor practice as defined in the Public Employment Relations Act and the Association agrees not to engage in a sympathy or unfair labor practice strike or concerted activity.

ARTICLE THIRTEEN (13) – CONTRACT MAINTENANCE AND VESPA/ADMINISTRATION RELATIONS

The Administration and VESPA Executive Committee will establish a regular schedule of meetings for the purpose of clarifying contract issues, trouble-shooting problems, and maintaining open communications. The Administration and VESPA Bargaining Team will also establish a calendar of meetings and procedures for executing the joint decision making provisions specified under Article 9 relating to compensation.

ARTICLE FOURTEEN (14) - DURATION OF AGREEMENT

THIS AGREEMENT which supersedes all prior agreements between the parties hereto shall become effective as of the 1st day of July, 2008, and shall remain in full force and effect until the 30th day of June, 2010, and from year to year thereafter unless either party hereto serves a written notice upon the other on or before the 1st day of May, 2010, or at least sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intent to terminate, revise or modify the terms and provisions hereof.

**VICKSBURG EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

VICKSBURG BOARD OF EDUCATION

Shirley Axtell, President

Charles Glaes, Superintendent

Jane Crist, Vice President

Stephen M. Goss, Assistant Superintendent