

2004-2007
MASTER AGREEMENT
BETWEEN
THE VESTABURG BOARD OF EDUCATION
AND THE
VESTABURG EDUCATIONAL SUPPORT
PERSONNEL STAFF

59150
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VESPS
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BOARD OF EDUCATION/VESPA

MASTER AGREEMENT 2004-07

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ARTICLE 1

RECOGNITION

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 of the State of Michigan, as amended, the Board does hereby recognize the Association as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this agreement of all employees of the Board INCLUDED in the bargaining unit described below:

1. Bus Drivers
2. Food Service
2. Custodial/Maintenance
4. Paraprofessionals
5. Secretaries

EXCLUDING:

1. All Administrative and supervisory personnel
2. Executive secretary
2. Bookkeeper
4. Substitutes
5. All other personnel employed by the Board including students.

ARTICLE 2

AGENCY SHOP

A. Within thirty (30) calendar days from the first day of active employment such employee shall sign and deliver written authorization to the Board to payroll deduct either:

1. Membership dues or;
2. Service fees in an amount not to exceed the amount of dues uniformly required to be paid by members of the Association.

In the event an employee fails to provide such written authorization, the Board recognizes the right of the Association to pursue the collection of such fund as provided by law.

B. It is expressly understood that this article is specifically not subject to the grievance procedure as outlined in this agreement.

C. The Association agrees to save and indemnify the Board, including each individual Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability that may arise out of or by reason of an action taken by an employee relating to this article.

D. The dues shall be deducted in sixteen (16) equal monthly installments, September through April.

ARTICLE 3
ASSOCIATION AND EMPLOYEE RESPONSIBILITIES

ARTICLE 3

ASSOCIATION AND EMPLOYEE RESPONSIBILITIES

- A. All employees shall fully, faithfully and properly perform the duties of their employment.
- B. Employees shall not engage in Association activities during their working hours.
- C. It is the responsibility of each employee to report unavailability for work prior to their normal starting time. Each employee shall at the time of reporting absence state the reason for absence, where the employee may be reached, and the anticipated length of absence.
- D. It is the responsibility of every employee to inform the Supervisor in writing of any change of name, address, telephone number, or any other information that would affect his/her job responsibilities.

ARTICLE 4
ASSOCIATION AND EMPLOYEE RIGHTS

ARTICLE 4

ASSOCIATION AND EMPLOYEE RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other lawful concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly encourage, discourage, or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance under this Agreement or otherwise with respect to any term or conditions of employment.

B. The Association shall have the right to post notices of its activities on lounge bulletin boards in the various school district buildings. The Association may use the district mail service for communication to its members. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Association, either on or off school premises.

C. The Board shall make available to the Association for inspection all public records of the Vestaburg School System. The requests for such information should be in writing stating specifically the information desired. This is not to imply that oral requests will be denied. Official records will be made available at the office of the Superintendent and will not be removed from the Superintendent's office. These records will be available between 8:00 a.m. and 4:30 p.m., Monday through Friday. Upon reasonable written request, the Board shall furnish copies of financial information to the Association. The VESPA shall reimburse the Board for all reasonable expenses incurred in providing this information.

D. The Association shall have the right to use the school district building facilities, and equipment, including all of those available for employee use, at reasonable times and intervals for Association meetings before or after the regular workday. Computers, duplicating equipment and calculating machines may be used with permission of the administration. The Board of Education reserves the right to regulate before and after-hours use of buildings, and in no case are Association meetings to interfere with other regular-scheduled activities. The Association shall pay for the cost of all materials and supplies incident to such use.

E. The Board agrees that it will allow an MEA representative access to its premises at any reasonable time during business hours, but any such representative shall first present himself/herself at the office.

F. Each employee shall have the right, upon written request, to review the contents of his/her personnel file. At the employee's request, a representative of the Association may accompany the employee in such a review. The Board may have a representative present at the review. The

ARTICLE 4
ASSOCIATION AND EMPLOYEE RIGHTS

review shall be made at a reasonable time, and shall be outside of the employee's regular working hours unless expressly authorized by the employee's immediate supervisor. Requests for photocopies will be granted within a reasonable time, and a reasonable charge for such may be made.

G. Copies of this Agreement shall be provided to all employees. In addition, the Vestaburg Educational Support Personnel Association shall be given fifteen (15) additional copies. The cost shall be divided as follows: The Association shall provide and cut the stencils, the Board shall duplicate, collate, and distribute the copies.

ARTICLE 5

BOARD RIGHTS

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all rights, powers, and authority the Board had prior to the Board retains the Agreement.

B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all foregoing, and the right to establish, modify or change any work or business of school hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation and the instruction of new and/or improved methods of changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees.
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations conducted by the Board.

ARTICLE 5
BOARD RIGHTS

10. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization, provided that the Board shall not abridge any rights of employees as provided for in this Agreement.
11. Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria.
12. The Board shall continue to have exclusive right to establish, modify or change any condition except those covered by provisions of the Agreement.
13. The Board shall determine all methods and means to carryon the operation of the schools.
14. To exercise management and administrative control of the school system, and its properties and facilities.
15. To establish courses of instruction and in-service training programs for employees, and to require attendance at any workshop, conference, etc., by employees, including special programs during the workday.
16. To establish hiring procedures and qualifications.
17. The Board and/or its representatives may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.
18. The Board shall continue the right to determine and re-determine job content.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the laws of the State of Michigan and the laws of the United States.

ARTICLE 6

COMPENSABLE LEAVE

A. At the beginning of each work year, all employees except those on unpaid leave of absence, worker's compensation or lay-off will be credited with one (1) of the following:
Twelve (12) month employees shall receive twelve (12) sick leave days, eleven (11) month employees shall receive eleven (11) sick leave days. Ten (10) month employees shall receive nine (9) sick leave days and one (1) additional day of credit will be given school year employees if the combined scheduled work days for August and June equal ten (10) days.

In order to receive the one day per month credit, an employee must be compensated fifty (50%) of their scheduled work days.

If an employee leaves the District having used more sick leave days than would have been earned at a one day per month rate, the per diem pay rate for such prorated days will be deducted from the final pay check.

B. Sick leave accumulation shall be allowed according to the following:

52 and 48 week employees	120 days
Secretaries	70 days
Paraprofessionals	70 days
Food Service	70 days
Bus Drivers	70 days

C. Sick leave days can be used for the following:

1. Personal illness, injury, or disability (including disability from pregnancy) which prevents the employee from performing the duties normally assigned to him/her.
2. Illness, injury, or disability in immediate family (spouse, mother, father, brother, sister, children, grandchildren)[for a maximum of twenty (20) days.] A maximum of two (2) days per year may be used for illness, injury, or disability of father-in-law, mother-in-law, and grandparents.
3. Up to five (5) days bereavement leave per occurrence will be allowed each employee for a death in the immediate family (as defined above). Up to three (3) days bereavement for father-in-law, mother-in-law and grandparents.
4. One-day leave per occurrence may be granted for attending funerals of close friends or relatives other than the immediate family.

D. At the beginning of every school year each employee shall be credited with two (2) personal days, deducted from sick leave, not accumulative. Such leave may be granted upon application submitted in writing to the Superintendent by the employee twenty-four (24) hours before the

ARTICLE 6
COMPENSABLE LEAVE

absence in case of personal business or after the absence in case of emergency. Personal business leave shall be used only in situations of urgency, for purposes of conducting personal business, which is difficult to transact on the weekend, before or after working hours.

Such leave shall not be used for seeking other employment. Such leaves shall not be granted for hunting, fishing, shopping, or other recreational activities. Personal business days cannot be taken on the opening day of school, the closing day of school, or any day immediately preceding or following a holiday or recess period, without permission of the Superintendent.

E. Medical verification of illness may be required where an alleged pattern of absences exceeds five (5) days or when an employee is off on paid sick leave for three (3) consecutive days or more. Any employee that is ill the day before or the day after a holiday or recess period will need a doctor's excuse in order to be paid for that day.

F. An employee who is absent because of illness or injury compensable under the Worker's Compensation laws shall receive the difference between Worker's Compensation payments and the sick leave benefits provided herein up to a maximum of forty-five (45) working days. To the extent the Board pays the employee that portion of his/her salary, which is not reimbursed under the Worker's Compensation laws, the amount of such payments shall be charged against the employees' accumulated sick leave credit.

G. Any employee whose personal illness extends beyond the time compensated under Section B shall be placed on an unpaid leave.

Any employee whose Worker's Compensation extends beyond the time compensated under Section F shall be placed on an unpaid leave.

The employee must provide a physician's statement reflecting the employee is unable to return to work. During the leave, the employee's position will be filled by a substitute. Upon notice from the employee's physician, that the employee is capable of returning to work and assuming his/her regular duties, the employee will be returned to his/her position. Reinstatement rights are expressly limited to a period of one (1) year from the last day the employee received a paid sick leave day at which time further employment rights shall terminate.

H. The District reserves the right to send the employee to a District-appointed physician or other qualified professional personnel if questions arise concerning an absence or fitness for continued service. The District will pay for these services.

I. Insurance benefits shall cease to be paid for eligible employees upon exhaustion of the employee's sick leave accumulation. During all periods of unpaid absence, the employee will assume responsibility for premium payments.

J. At the beginning of the school year, the Association shall be credited with three (3) days of business leave to be used by an employee who is an officer or representative of the Association. The day shall be scheduled as early as possible by mutual agreement with the supervisor. The

ARTICLE 6
COMPENSABLE LEAVE

Association agrees to notify the Board in writing no less than forty-eight (48) hours in advance of the requested date. The Association shall reimburse the Board for the cost of the substitute.

ARTICLE 7

LEAVES OF ABSENCE

A. Unpaid Leave

1. Military Leave. Employees who enter active military service of the United States shall have such re-employment rights as may be provided under the applicable Federal statutes in effect at the time.
2. Health Leave. Any employee whose personal illness extends beyond the period compensable under Article 8, Compensable Leave, shall be granted a leave of absence without pay for reasons of health which, in accordance with general school laws, may not exceed one year from the date granted by the Board. Upon return from leaves of absence for personal illness or reasons of health, the employee shall, at the employee's request, be returned to the same position held prior to leave provided that the leave does not exceed ninety (90) calendar days.

Prior to return from a leave of absence for reasons of health, the Board may require the employee to provide a certificate of good physical and/or mental health. The Board reserves the right to have employees returning from such a leave promptly examined by a doctor mutually selected by the Board and the Association.

3. Parental Leave. A parental leave of absence without pay shall be granted upon request to employees who become parents of a newborn. Such leave must be requested, in writing, prior to the six weeks post-natal examination, but not less than thirty (30) days prior to such date such leave is to become effective. Such leave may not exceed one year from the date granted by the Board.

Upon return from parental leave of absence, the employee shall, at the employee's request, be returned to the same position held prior to leave provided that the leave does not exceed ninety (90) calendar days.

4. Personal Leave. Upon approval of the Board, an employee may be granted a personal leave not to exceed sixty (60) calendar days without pay. Upon return, the employee shall be returned to the same position prior to the leave. It is understood that such granting of this leave is discretionary with the Board and is not subject to the grievance procedure.

B. Partially Paid Leave

Jury Duty Leave. The employee who receives a jury duty interview and appearance notice must notify the Superintendent's office within one (1) workday of such notice. The employee shall forfeit to the Board the money paid solely for jury duty and subpoenaed witness duty, not including mileage.

ARTICLE 7
LEAVES OF ABSENCE

C. Seniority shall continue to accumulate and an employee's employment status shall continue for the duration of the leave.

ARTICLE 8

SENIORITY

A. Seniority shall be defined as the length of continuous service to the district within the following classifications from the employee's last date of hire. Seniority shall accrue and shall be applied within the following classifications:

1. Custodial/Maintenance.
2. Food Service.
3. Secretarial Personnel.
4. Paraprofessional.
5. Transportation.

Seniority will only accrue while an employee is under active employment.

An employee who accepts a position in another classification will have his/her seniority in his/her prior classification frozen.

B. All newly hired employees shall serve a one (1) calendar year probationary period.

Probationary employees are subject to discipline, layoff and dismissal at the discretion of the district and shall have no recourse through the grievance procedure.

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

1. The employee quits or retires.
2. The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. The employee is absent for three (3) consecutive workdays without notifying the Employer. After such absence, the Employer shall send written notification to the employee at last known address that the employee has lost seniority, and employment has been terminated.
4. The employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made, when mutually agreed upon by the Association and the Administration.
5. The employee does not return from an unpaid leave of absence and if no extension has been granted.

6. The employee is laid off for eighteen (18) months or length of seniority in the district, whichever is shorter.
7. The employee obtains a leave of absence under false pretenses.

D. A seniority list by classification shall be updated and posted annually no later than October 1 of each year. One copy will be given to the Association president.

E. Employees with the same date of hire will have seniority determined by lottery. If two (2) employees were hired for the same classification, the employee who has subbed the most would be considered the senior in seniority for that date.

F. The initial seniority list is not subject to the Grievance Procedure.

ARTICLE 9

VACANCIES AND TRANSFERS

- A. A vacancy as determined by the Board shall be defined as a newly created bargaining unit position or a present bargaining unit position that is not filled.
- B. The District shall post vacancies within the bargaining unit at the central office, in each building and at the bus garage. A copy will be made available to the Association president. Interested personnel shall apply in writing within five (5) working days from the published date of the vacancy notice. The posting shall include the qualifications and background needed.
- C. The District will select the most highly qualified applicant for a particular vacancy, however, when in the determination of the District qualifications of both internal and external applicants are equal, the internal applicant with the most seniority will be granted the position.
- D. The reassignment of bargaining unit personnel granted a position might be postponed at the District's option until the end of a semester. In such instances, substitutes will be utilized to temporarily fill the position.
- E. All interviewed applicants shall be notified that the job has been filled.
- F. No employee may hold a position in two separate classifications at any one time.

ARTICLE 10
LAYOFF AND RECALL

A. Layoff Procedure

Layoff shall be conducted according to five separate classifications:

Transportation
Food Service
Custodial/Maintenance
Paraprofessionals
Secretaries

1. The Association will be given not less than seventy-two (72) hours notice of intent to layoff and will be given the opportunity to immediately discuss the circumstances with the employer.
2. An employee shall be given at least thirteen days notice of layoff. Employees, subsequently displaced, if any, shall be notified of such displacement as soon as practicable but less than one working day after the more senior employee has exercised the right to displace.

B. In any reduction of the staff, an employee will be provided the opportunity to use bargaining unit seniority within his/her classification as follows:

1. First, to displace the least senior person holding a position in the same classification on the same shift with equal hours, provided
 - a. the employee possesses the necessary qualifications
 - b. the employee displaced is junior in bargaining unit seniority
2. Second, to displace the least senior person holding a position in the same classification on another shift with equal hours, provided:
 - a. the employee possesses the necessary qualifications
 - b. the employee displaced is junior in bargaining unit seniority
3. Third, to displace the least senior person holding a position in the same classification with lesser hours, provided:
 - a. the employee possesses the necessary qualifications
 - b. the employee displaced is junior in bargaining unit seniority
4. Any employee who is displaced may use bargaining unit seniority in the same manner.

ARTICLE 10
LAYOFF AND RECALL

5. Upon notification of layoff or displacement, the employee will be advised as to the position under the procedure above to which displacement rights may be exercised.
6. The use of bargaining unit seniority to displace another employee must be exercised within three days following notification of layoff or displacement, whichever is applicable, or the right is forfeited.
7. Laid-off employees should notify the District if they wish to be placed on the substitute list.

C. Recall Procedure

When the working force is increased after a layoff, employees will be recalled according to seniority and classification. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail, and a copy to the Union. If an employee fails to report for work within ten (10) working days from the date of mailing notice of recall, he/she shall be considered a quit. In proper cases, exceptions are made. Employees shall be held responsible for keeping the Employer notified as to their current mailing address by written form to the Superintendent's office.

ARTICLE 11
HOURS, ASSIGNMENTS AND CONDITIONS

ARTICLE 11

HOURS, ASSIGNMENTS AND CONDITIONS

A. All Employees shall perform their duties properly.

1. Each employee working over four (4) hours per day shall receive an uninterrupted, duty free lunch period of thirty (30) minutes. Night custodians will work an 8-hour shift with a paid 30-minute uninterrupted, duty free lunch period (in place of a night premium).
2. A paid rest period of fifteen (15) minutes shall be allowed each employee for each four (4) hour work period. This period, if not used, may not accumulate to be used at some time later and may not be used for any other period. The employee's supervisor will schedule the rest period. The paid rest period of fifteen (15) minutes shall not be allowed for bus drivers.
3. Employees shall be allowed to leave their buildings and/or workstations during their lunch period.
4. Friday of Parent-Teacher Conference, paraprofessionals shall leave at the end of the school day after the buses leave.
5. Employees shall give notice to the proper supervisor of an intended absence at least one (1) hour in advance of the absence (except in the case of an emergency) in order to be compensated for the day. The Board will inform employees whom they should call and the appropriate procedures.
6. Employees who do not work in the summer months will be notified of the date they are to return for the next school year within reasonable time following the adoption of the school calendar.
7. An employee who is requested to report for work on an unscheduled day and who does report shall be provided with a minimum of one (1) hour of work. The employee will be expected to stay the full time and complete work assigned by the supervisor.
8. Except in the case of an emergency, work shift times will not be altered without twenty-four (24) hours notice to the employee.

B. Bus Driver's Responsibilities

1. All bus drivers will be responsible for the general appearance, upkeep and cleanliness for the interior of their buses. Drivers shall report in duplicate the repairs that need attention so the mechanic may correct them as soon as possible. If not completed after three (3) days, a copy of the written report must be given to the Superintendent. All

ARTICLE 11
HOURS, ASSIGNMENTS AND CONDITIONS

buses shall be maintained in neat and clean condition daily after all regular and extra field trips. All drivers shall keep at least one-half tank of fuel in the bus at all times as well as a full first aid kit and all assigned safety equipment. During inclement weather all drivers will remain on call. All drivers must be on buses ten (10) minutes before departure.

2. All drivers using spare buses shall clean and fuel bus upon return to the school.
3. Drivers are to take the ignition key from the bus if leaving the bus with passengers aboard.
4. Drivers shall park their cars in the parking lot or an area designated, not in front of garage doors or in front of the spare bus area.
5. Drivers are to be neat and clean in appearance, to refrain from the use of tobacco while on duty, or only in designated areas, to use no profane language in the presence of school children, and at no times be under the influence of intoxicating liquor or legal or illegal drugs that would impair driving ability.
6. No personal business is to be conducted while on duty. The driver is responsible to his/her job until their bus is returned and in place in the bus storage area or the garage.
7. All drivers must be fully aware of the need of operating a safe bus. (To insure a safe trip each day, each driver is required by law to complete a pre-trip inspection of his/her bus; to complete a daily inspection sheet and mileage record of REGULAR runs for his/her bus.) These sheets are to be turned in to the bus garage each night after the return trip. It is the responsibility of the driver to report immediately, IN WRITING, any defects in the vehicle. Avoid verbal requests to the mechanic, if possible.
8. Business band radios are to be turned on at all times that the bus is in operation.

C. Extra Trips Defined

All extra trips shall be classified in one of the following categories:

1. Day Field Trips: A day trip involves the transportation of a class or grade during the school day, leaving and returning during regular school hours or on a Saturday or Sunday returning the same day.
2. Athletic Trips: An athletic trip is the transportation of a sports team to a game or tournament during or after a school day on a Saturday or Sunday returning the same day.

ARTICLE 11
HOURS, ASSIGNMENTS AND CONDITIONS

3. Overnight Trips: An overnight trip involves the transportation of a school class or grade that requires overnight lodging during the week of school or weekend. Overnight trips shall be offered to regular drivers by seniority who have children participating in the trip. In the event that no regular drivers have children participating, then the trip shall be offered to highest seniority desiring the trip.
4. Any extra-curricular or curricular trip with six (6) students or less will not be required to take a bus or use a bus driver for driving the school van. Examples might include but not limited to: cross country teams, golf teams, student council student workshops, small student groups attending workshops or conferences or a small group of students that may qualify for district, regional or state competition.

D. Extra Trip Policy Procedure:

1. All scheduled extra trips will be on monthly rotation; seniority having first choice, then each driver in rotation will pick one trip and repeat. All unscheduled extra trips shall go into rotation when all scheduled trips have been chosen.
2. If a driver is sick for any regular run prior to an extra run, the driver will forfeit the extra run. This includes the alternative education run.
3. If a driver is unable to take a trip they have signed for, the trip is placed back into rotation.
4. If a trip is cancelled, the driver may retain the trip if rescheduled or have first choice of trips the following month of equal value.
5. Trips will be posted for the month by no later than 6:00a.m. on Wednesday of the last full work week of the month for the following month. Drivers interested in taking extra trips for the following month shall meet at 6:30 a.m. on Thursday after posting to pick extra trips according to seniority.
6. A chaperon shall be present on all extra bus trips such as band trips, athletic trips and class trips.
7. A flashlight shall be issued to each driver and shall be turned in at the end of the year or replaced if lost.
8. The extra trip bus shall be fueled prior to leaving on an extra trip and be cleaned by the regular driver (of the bus) before the extra trip. The extra trip driver shall clean the bus upon return to school.
9. Regular drivers, according to seniority and extra trip policy, shall be offered all day field trips, athletic trips, and overnight trips. Subs will be employed to drive extra trips when all regular drivers have turned down the trip. In the event substitute drivers are not available, a regular driver will be assigned. Drivers who cancel trips without

ARTICLE 11
HOURS, ASSIGNMENTS AND CONDITIONS

at least twenty-four (24) hours notice to management may lose future rights to extra trips.

10. If a regular driver has to "pass" on an extra trip that conflicts with an extra trip previously assigned and no other extra trips are available to choose from, then that driver shall have the opportunity to choose a trip of equal time to the one he or she could not take (if it exists) in the following month. (Equal time shall be determined by mutual consent between the Transportation Supervisor and the Association Representative.)

E. Regular Bus Routes:

1. Once a route has been established and approved by the Transportation Supervisor's Office, it must be followed daily, unless a change is approved. Exception of p.m. routes may be made when some students are not riding, or are walking home.
2. All drivers shall continue to hold their run(s) from year to year or until a new run or vacancy occurs in which they wish to apply for. If a new run or vacancy in a current run becomes available, it shall be posted in accordance with the posting procedure in Article 11.
3. Bus drivers shall be given medical history of students when necessary for the safety or protection of the student.
4. Kindergarten trips and shuttle runs will be awarded to full time regular drivers by seniority and availability. Once a driver has been awarded one of the above trips by acquiring the necessary seniority, he/she shall retain the trip so long as he/she desires it and as long as his/her work performance is satisfactory. If a regular driver gives up the regular trip for another job, the extra trip is also relinquished for the same night.
5. Drivers are required to make map routes and keep them current.

ARTICLE 12

VACATIONS

A. 1. Fifty-two (52) week employees shall be allowed vacation leave with full pay as follows:

1 - 6 years	10 days
7 - 12 years	13 days
After 13 years	15 days

2. Forty-eight (48)-week employees shall be allowed vacation leave with full pay as follows:

1 - 6 years	10 days
7 - 12 years	12 days
After 13 years	14 days

B. Vacations shall be computed from July 1 through June 30. The vacation allowance to which an employee is entitled shall be determined by the number of years of service completed by June 30th of a given year.

C. Vacations shall be prorated during the first year of employment to the nearest day. To be eligible for any vacation, the employee must have worked for the district for six months.

D. Vacations shall be scheduled at a time when they will not interfere with or hamper normal operations of the school system. Insofar as possible or within this limitation, vacations scheduled at a time mutually satisfactory to the employer and the employee. Where mutual agreement cannot be reached, the administration shall offer available vacation periods to all employees in descending order according to their seniority within each classification.

E. The employee will not be eligible to accrue or use vacations days while on unpaid leave of absence.

F. Vacation days shall not accumulate.

G. Absence on account of sickness, injury or disability in excess of that herein authorized for such purposes may be charged against vacation days. Employees must request the vacation time prior to their last sick day.

ARTICLE 13
PAID HOLIDAYS

A. General Provision

1. For purposes of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day.
2. To receive holiday or holiday-related pay, the employee must work the last scheduled instructional day before and the first scheduled instructional day after the holiday.
3. Beginning with the 2001-02 school year, 10 month employees will receive pay for the following holidays:
 1. Labor Day
 2. Thanksgiving Day
 3. Day after Thanksgiving Day
 4. Memorial Day
4. In the event a holiday falls during an approved vacation, the employee will receive holiday pay.
5. An employee on sick leave may be required to prove medical verification of illness.
6. In the event Good Friday is a scheduled day of student instruction, employees will report to work and not receive holiday pay.
7. The opening day of deer season is only applicable Monday through Friday.

B. Fifty-two (52) week employees

The following days shall be recognized and observed as paid holidays:

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Years Day
New Years Day
Good Friday
Memorial Day

C. Forty-eight (48) week employees

Forty-eight (48) week employees will receive all of the above time off with pay except for Independence Day.

ARTICLE 14
COMPENSATION

A. The wage rates for the various classifications are set forth in Appendix A of this agreement.

B. Custodial, maintenance and food service personnel shall be furnished five (5) sets of uniforms per year, provided by the Board. All such employees will be required to wear clean, district-approved uniforms while on the job. After the first year, uniforms will be issued October 1.

Bus drivers shall be furnished one (1) jacket per contract period, not to exceed sixty dollars (\$60).

Custodians, Maintenance, Bus Drivers, and Food Service personnel, upon termination of employment with the District, shall return all uniforms/jacket to District. When receiving a new set of uniforms or jacket, employee must return old uniforms/jacket.

Failure to return uniforms/jacket will result in a fee of three hundred dollars (\$300) for uniforms and one hundred dollars (\$100) for jacket to be deducted from final paycheck or next issued check.

C. If T.B. tests are required by the State, the Board of Education will pay for T.B. tests for all employees.

D. Employees working less than twelve months, at their option, may select to have their pay spread throughout the entire year.

E. Those employees who work at athletic events will receive ten dollars (\$10) per evening.

F. The Board shall reimburse all new regular drivers for the actual cost of the driver's license and the annual Department of Transportation physical according to the following schedule:

1/3 of the cost after 60 days of service
1/3 of the cost after 120 days of service
Final 1/3 after 180 days of service

G. Bus Driver's attending State supported bus driver re-certification schooling to update his/her current certification, will be provided transportation and paid the sitting rate for up to eight (8) class hours of instruction.

H. If a regular driver substitutes on a regular run, the driver shall be paid his/her regular hourly rate of pay.

I. Bus Driver Meal Allowance for extra trips:

**ARTICLE 14
COMPENSATION**

Lunch - If working between the hours of 12:00 noon and 1:00 p.m., up to a maximum \$5.00.

Dinner - If working between the hours of 5:00 p.m. and 6:00 p.m., up to a maximum of \$8.00.

Reimbursement will be made when receipts are presented. Receipts from grocery stores or supermarkets will not be accepted. Only receipts from restaurants or café will be acceptable. Receipts from booster club stands will be accepted when signed by booster club representative with food and drink specified on receipt. Only food purchase for employee will be accepted.

J. Bus drivers will be credited with four (4) hours per day for their runs with the exception of the career center run which will be credited with 4.67 retirement hours and the alternative education run which will be credited with .75retirement hours per run.

K. Hours worked over forty (40) hours per week, or any hours worked on a Saturday, Sunday or holiday, will be compensated at time and one-half (1 1/2) or an equivalent time and one- half. Extra trips for Bus Drivers will be paid at the extra trip rate.

L. The Board of Education will set hourly rates for voluntary meetings. If the meeting is mandatory, bus drivers will be paid their sitting rate, other employees will receive their regular hourly rates.

M. When a regular driver chooses an extra trip that requires the loss of their p.m. run, that driver shall be paid the equivalent of their p.m. run plus the extra trip rate for time in excess of the regular trip.

N. Inclement Weather Days

When schools are closed due to impracticable driving conditions, support staff shall not be required to report or suffer loss of salary until the district falls below the minimum student instructional hours as required by the Michigan Department of Education. If, after we fail to meet the required number of hours, it becomes necessary that school be made up, all support staff will report with no additional compensation.

ARTICLE 15

LONGEVITY

A. Longevity payments will be made according to the following schedule:

	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>
1. After ten years	\$110.00	TBD	TBD
2. Beginning 15 years – 20 years	\$160.00	TBD	TBD
3. Beginning 21 years and over	\$210.00	TBD	TBD

B. The longevity to which an individual is entitled shall be determined by the number of years the employee has completed by December 1 of a given year. In determining the number of years an employee has completed, unpaid leaves of absence, substituting service, terminations and any other time spent in inactive employment status shall be subtracted from total years of service for longevity purpose.

C. Longevity payments shall be paid in a lump sum on the first pay period in December to those employees who are actively employed. Eligible employees on unpaid leaves of absence shall receive such longevity payments upon return to active employment status provided they return to work within one (1) year from the effective date of their leave of absence. Longevity will be prorated only in cases of retirement or death.

ARTICLE 16

INSURANCE BENEFITS

A. For forty-eight week and fifty-two week employees, the Board shall provide the following MESSA PAK Plan A for a full twelve month period for the bargaining unit member and his/her entire family as defined by MESSA.

MESSA Super Care 1
MESSA/DELTA DENTAL 75/75/75 -- \$1,500 ortho maximum
\$20,000 MESSA Negotiated Life AD & D with waiver of premium
MESSA/VISION SERVICE PLAN II

Bargaining unit members not electing MESSA PAK Plan A will select MESSA PAK Plan B:

MESSA/DELTA DENTAL 75/75/75 -- \$1,500 ortho maximum
\$20,000 MESSA Negotiated Life AD & D with waiver of premium
MESSA/VISION SERVICE PLAN II

Ninety-five dollars (\$95.00) per month to be applied toward the purchase of any MESSA tax-exempt variable and/or fixed options and/or MEA Financial Service IRS approved tax deferred annuities.

B. Secretaries, Food Service, Custodial/Maintenance employees, and Paraprofessionals working six (6) hours or more per day may choose one of the following two options:

OPTION 1:

The Board shall provide the Super Care 1 single subscriber rate for a full twelve-month period for the bargaining unit member and his/her entire family as defined by MESSA to be applied to Super Care 1 Health Insurance or the MESSA PAK defined in Section A above.

After fifteen (15) years of service, the Board will provide an additional ninety-five dollars (\$95) per month to be applied to the MESSA PAK Plan A.

OPTION 2:

Bargaining unit members not electing MESSA PAK Plan A will select the MESSA PAK Plan B:

MESSA/DELTA DENTAL 75/75/75 -- \$1,500 ortho maximum
\$20,000 MESSA Negotiated Life AD & D with waiver premium
MESSA/VISION SERVICE PLAN II

ARTICLE 16
INSURANCE BENEFITS

Ninety-five dollars (\$95) per month for a full twelve-month period to be applied toward the purchase of any MESSA tax-exempt variable and/or fixed options.

- C. Bus Drivers working six (6) hours or more per day will receive the MESSA Super Care 1 single subscriber rate to be applied to Super Care 1 Health insurance for a full twelve-month period. Other bus drivers hired prior to 1/1/93 will receive for a full twelve-month period eighty dollars (\$80.00) per month to be applied to MEA Financial Services IRS approved tax deferred annuities.
- D. The Board shall provide for a full twelve month period for all Bus Drivers hired after 1/1/93, and his/her entire family, the following:

MESSA/DELTA DENTAL 75/75/75 -- \$1,500 ortho maximum
\$20,000 MESSA Negotiated Life AD & D with waiver premium
MESSA/VISION SERVICE PLAN II

- E. For other employees working less than six (6) hours per day, the Board will provide for a full twelve-month period for the bargaining unit member and his/her entire family the following:

MESSA/DELTA DENTAL 75/75/75 -- \$1,500 ortho maximum
\$20,000 MESSA Negotiated Life AD & D with waiver of premium
MESSA/VISION SERVICE PLAN II

F. General Provisions

1. All claims submitted are subject to the term set forth by the various insurance administrators and underwriters. As such any claims disputes are, therefore, not subject to the grievance procedure.
2. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.
3. The District's responsibility under this Article is to pay insurance premiums on behalf of eligible employees and their eligible dependents.
4. The District will continue to pay insurance premiums for employees in school year positions during the summer months and for break periods during the school year.
5. Board insurance premium contributions shall cease to be paid on the effective date of severance from employment, effective date of layoff and on unpaid leaves authorized under Article 9.

ARTICLE 17

GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms of this agreement.

The following matters shall be specifically exempted from the grievance procedure:

1. The provisions of insurance contracts and insurance policies.
2. Any policies, rules, regulations, or practices of the employer, which do not directly relate to or affect wages, hours or working conditions.
3. Any article or section of this Agreement that has, by its wording, been excluded from this grievance procedure.
4. Any matter set forth in this agreement, which is covered by a State or Federal law.
5. The discipline and discharge of probationary employees shall not be the basis of any grievance filed under the procedure outlined in this Article.

B. Level One Grievance Procedure:

1. Within five (5) working days of the occurrence of the grievance, the employee shall notify the immediate supervisor of the intent to invoke this step of the grievance procedure by giving notice in writing stating as specifically as possible what is at issue and requesting an opportunity for the aggrieved, with or without Association representation, to discuss the matter with the designated supervisor with the objective of resolving the matter informally.
2. Within five (5) working days of the informal discussion, the supervisor shall give his/her disposition orally to the grievant.

C. Level Two Grievance Procedure:

1. If the grievance is not resolved at Level One and the employee wishes to pursue it further, he/she may proceed to Level Two and file a written grievance.
2. A written grievance must be:
 - a. Signed by the grievant.
 - b. Specific to the facts of the alleged violation
 - c. Specific to the section or subsection of the Agreement that has been violated.
 - d. Specific to the date, time and place of the alleged violation.
 - e. Specific as to the relief requested.

ARTICLE 17
GRIEVANCE PROCEDURE

3. Any written grievance not in accordance with the above may be rejected as improper, and such rejection shall not extend the time limitation stated.
4. A written grievance may not be filed any sooner than five (5) working days nor any later than ten (10) working days after the supervisor's response at Level One.
5. The written grievance shall be filed with the immediate supervisor, who shall give a written answer within ten (10) working days after receiving it.

D. Level Three Grievance Procedure:

1. If the grievance is not resolved at Level Two and the employee wishes to pursue it further, he/she may proceed to Level Three.
2. Within ten (10) working days of receipt of the supervisor's Level Two answer, the employee must file a written appeal with the Superintendent.
3. The written appeal must contain a copy of the grievance and the Level Two answer and any other material the employee may wish to submit.
4. The Superintendent shall give the grievant a written answer within ten (10) working days.

E. Level Four Grievance Procedure:

1. If the grievance is not resolved at Level Three and the grievant and Association wishes to pursue it further, they may proceed to Level Four.
2. Within fifteen (15) working days after receipt of the Level Three answer, the Association shall notify the Superintendent that they request an appeals board hearing. They shall request a date and time for a meeting, which shall not conflict with normal school duties, which shall be within thirty (30) calendar days of the date of the request.
3. The appeals board shall consist of the grievant and two representatives of the Association and the immediate supervisor, Superintendent and one other person representing the Board of Education.
4. A written record shall be kept and shall include a copy of the written grievance and all responses as well as any other material, which has been submitted.
5. The appeals board shall meet and attempt to resolve the grievance at the first meeting. If mutually agreeable, a second meeting may be held within ten (10) working days of the first meeting.

ARTICLE 17
GRIEVANCE PROCEDURE

6. A written summary of the meeting(s), including any settlement, if any, shall be prepared and forwarded to the grievant and the Association within ten (10) working days of the final meeting.

F. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration. Within ten (10) working days of the receipt of the Superintendent's answer, the party choosing to arbitrate must give written notice to the other party. Following this written notice, the parties will meet within ten (10) working days to select an arbitrator according to the following procedure:

1. The parties shall maintain a panel of arbitrators. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Association or the Board.
2. Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.
3. The parties will alternate the initiation of the elimination process with each successive grievance.

Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

Should either the Board or the Association wish to terminate the use of the pre-selected panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give six month's notice to the other party. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association and subject to its rules.

If the Board challenges the arbitrability of the matter, the arbitrator shall rule on that question first and then, if mutually agreeable, shall hear the merits of the grievance. The Board reserves the right to question the arbitrability of the matter or jurisdiction of the arbitrator in a court of competent jurisdiction.

The arbitrator shall be limited to deciding if the Board has violated, misapplied or misinterpreted any of the express terms of this agreement. His/her powers are further limited as follows:

1. He/she shall have no power or authority to supplement, enlarge, diminish, or alter the scope or meaning of this Agreement.
2. He/she shall have no power to substitute his/her judgment for that of the Board where the Board has retained such judgment.
3. He/she shall have no power to make monetary awards or adjustments where no wage loss has been caused by the action of the Board complained of.

ARTICLE 17
GRIEVANCE PROCEDURE

4. He/she shall have no power to determine the constitutionality of State or Federal laws and/or regulations, nor the legislative intent of any State or Federal laws and/or regulations.
5. He/she shall have no power to establish or alter any wage schedule.
6. He/she shall have no power to decide any matter of health.
7. He/she shall have no power to decide the content of job evaluation.
8. He/she shall have no power or authority to award any monetary adjustment retroactively to a date earlier than the alleged violation.

The Board and the Association shall divide the fees and expenses of the Arbitrator equally.

G. The following shall apply to all grievances and all levels of the grievance procedure:

1. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred.
2. The filing of a grievance shall in no way interfere with rights of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
3. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.
4. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending final decision of the grievance.
5. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under prior to the expiration of this agreement may be processed through the grievance procedure until resolution.
6. It is expressly understood that no grievance arising subsequent to the expiration date of this agreement shall be arbitrated absent mutual agreement between the parties.
7. An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case in hand.

ARTICLE 17
GRIEVANCE PROCEDURE

All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty stations except as agreed by the parties. In such instances employees will suffer no loss of pay.

ARTICLE 18

DISCIPLINARY PROCEDURES

A. Employees are expected to comply with rules, regulations, and Directions of the Employees which are not inconsistent with the provisions of the agreement.

B. No employee shall be disciplined without just cause. Discipline shall be defined as any written reprimand, suspension without pay or discharge.

C. If an employee has reasonable belief that disciplinary action may result from meeting with the Employer, he/she is entitled to have an Association representative present. If an Association representative is requested to be present, no longer than two (2) days may lapse before such meeting is held.

D. The Association agrees that the Employer has cause to discharge any employee who:

1. Is convicted of any felony.
2. Is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the Employer.
3. Is absent for three (3) consecutive days without notifying the Employer.
4. Does not return from sick leave and leaves of absence.
5. Is under the influence of intoxicants or drugs while on the job.
6. Consumes or sells intoxicants or drugs on Board property.
7. Steals Board property.
8. Duplicate School District issued keys without authorization.
9. Intentionally falsifies records.
10. Has or accepts another position or responsibility which conflicts with scheduled work time.
11. Fails to meet State requirements.

The above are meant to be representative of reason for discharge but are not to be limitations upon the Board for taking discharge actions.

ARTICLE 19

EVALUATION

A. The parties recognize that evaluation is a prerogative of the Employer. Employees who are to be evaluated will normally be given notice in September but at no time less than two weeks notice. Employees will have an opportunity to see the evaluation instrument that will be used.

B. The Employer may provide for evaluations, as it shall determine to be necessary for the proper conduct of the educational program and the utilization of its employees. The evaluation opinions of the employer shall not be subject to the grievance procedure.

C. When the evaluation process is completed, the supervisor will have a meeting with the employee and present a written evaluation. Each employee's evaluation shall include at the conclusion of the report, the statement:

"Considering all factors, the work performance of this employee is ____ satisfactory, ____ needs improvement, ____ unsatisfactory (check one)."

Employees who have an unsatisfactory work performance will be given a mandatory improvement program in an effort to provide them an opportunity to be successful. Assistance will be given.

D. Any written complaint against an employee will be brought to the attention of the employee. Such complaint will not be utilized in the evaluation process unless the employee has been provided a copy of the complaint.

ARTICLE 20

CONTINUITY OF OPERATIONS

A. For the term of the Agreement, the VESPA agrees for and on behalf of their officers, members, and each and every employee within the Bargaining Unit, that they will neither instigate, call, maintain, condone, support or permit, in any manner, a strike, slowdown, or other stoppage of work, or picketing on the Board premises.

B. In the event of any action in violation of the foregoing, the VESPA and its officers shall in good faith take the following action when notified by the Board of the occurrence of the violation:

1. Promptly furnish the Board with a signed statement that the work interruption is unauthorized by the VESPA.
2. Refrain from giving any aid, encouragement, or support of any sort whatever to bargaining unit members who are violating the provision of this Article.

C. The Board will have the right to all remedies available at law for violation of this Article, including discharge, and/or injunctive relief and/or damages against any person, group or organization violating this Article of the Agreement.

ARTICLE 22

ENTIRE AGREEMENT

This agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, executed by, the Board and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 23

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004 and shall continue in effect until the thirtieth day of June 2007. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Vestaburg Educational Support
Personnel Association

By Kathy Russell
President

By Norene Beach
Negotiating Committee

By Emeliza H. Sheffer
Negotiating Committee

By Shonda Porter
Negotiating Committee

By Kathy Russell
Negotiating Committee

By Kathleen Gator
Negotiating Committee

Vestaburg Board of Education

By Laurie A. Wilson
President

By Jennifer Miller
Secretary

By Joe Haskewski
Treasurer

By Mel Howell
Vice President

By Thomas P. Hearn
Trustee

By Alan Scott Mersha
Trustee

By Janelle S. Butler
Trustee

**APPENDIX A
SALARY SCHEDULES**

APPENDIX A

SECRETARIES

	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>
1	7.76	TBD	TBD
2	8.46		
3	9.15		
4	9.88		
5	10.57		
6	11.30		
7	12.00		
8	12.70		
9	13.42		
10	14.13		

BUS DRIVERS – per run

	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>
1	16.27	TBD	TBD
2	17.63		
3	18.99		
4	20.34		
5	21.70		
6	23.06		
7	24.42		
8	25.76		
9	27.12		
10	28.48		

Shared Time 49.90

Alternative Education 13.02

PARAPROFESSIONALS

	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>
1	6.38	TBD	TBD
2	6.70		
3	7.18		
4	7.69		
5	8.18		
6	8.67		
7	9.15		
8	9.67		
9	10.15		
10	10.63		

FOOD SERVICE

	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>
1	6.78	TBD	TBD
2	7.18		
3	7.61		
4	8.05		
5	8.46		
6	8.90		
7	9.33		
8	9.73		
9	10.15		
10	10.57		

**APPENDIX A
SALARY SCHEDULES**

CUSTODIANS

	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>
1	7.02	TBD	TBD
2	7.47		
3	7.87		
4	8.32		
5	8.76		
6	9.15		
7	9.60		
9	10.45		
10	10.88		

MAINTENANCE

	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>
1	11.15	TBD	TBD
2	11.56		
3	12.00		
4	12.42		
5	12.87		
6	13.29		
7	13.72		
9	14.53		
10	14.98		

2004-05 2.25% increase on each step of wage schedule
 2005-06 TBD
 2006-07 TBD

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
<u>HOURLY RATES:</u>			
9.17	\$ 8.71	TBD	TBD
Sitting Rate	\$ 6.42	TBD	TBD