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LABOR AGREEMENT

1998 - 2002

Between

**BOARD OF EDUCATION OF THE
VICKSBURG COMMUNITY SCHOOLS**

AND

**VICKSBURG EDUCATION SUPPORT
PERSONNEL ASSOCIATION**

Vicksburg Community Schools

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 1998, 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

Section 1: 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 office personnel, 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. ~~It is understood that the two employees holding the Maintenance/Transportation Secretary and the Special Education Secretary positions for the 1993-94 school year shall be grandfathered as members of the bargaining unit for the remainder of their term of employment in those positions.~~ The term "employee" when used in this Agreement shall refer to all employees represented by the Association in the bargaining unit as defined above.

Section 2: 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.

Section 3: 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

Section 1: 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.

Section 2: 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 thirty-first (31st) day of hire or as of the thirty-first (31st) 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.

a) The procedure in all cases of non-payment of the service fee shall be as follows:

- 1) On or after the thirty-second (32nd) 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.
- 2) 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."

- 3) The Board, upon receipt of said notice and request for deduction, shall act pursuant to the provisions of this Section 1. In the event a fee deduction authorization form is executed prior to the deduction, the request for deduction will be withdrawn.

- b) 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:
- 1) 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.
 - 2) A copy of the objection shall be furnished to the Board of Education.
 - 3) 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.

Section 3: 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.

Section 4: 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 month, September through June. Deductions for employees employed after September 1 shall commence with the next scheduled deduction period for all employees, i.e., such member shall pay an equal amount of the prorated annual dues or service fee applicable to such employee each month until such dues or service fee is paid in full for that year. Association dues shall be remitted to the Association Treasurer once a month.

Section 5: 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 ~~School Employees~~ **Educational Community Credit Union**. 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.

Section 6: Due Process. No employee shall be disciplined, reduced in rank or discharged without just cause.

Section 7: 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.

- a) 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.
- b) 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.

Section 8: Use of School Buildings and Facilities.

- a) 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. Administrative Regulations 7510 B, Community Use of School Facilities and Equipment, shall prevail. The Association shall be classified as a "school-related" group.
- b) 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.
- c) The inter-school 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 service.
- d) Officers of the Association shall have access to school-owned typewriters, 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 Association shall pay for the cost of all materials and supplies incidental to such use.

Section 9: 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.

Section 10: 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.

- a) An employee shall be notified of any materials to be placed in the employee's personnel file which adversely reflect upon the employee.

Section 11: 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

Section 1: 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.

Section 2: 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.

Section 3: 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.

Section 4: Resignation. Any employee desiring to resign shall file a resignation letter with his supervisor at least two (2) weeks prior to the effective date.

Section 5: 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.

Section 6: Seat Belts. All buses shall be equipped with driver seat belts and their use shall be mandatory whenever a bus is in motion.

ARTICLE FOUR (4) - BOARD RIGHTS AND RESPONSIBILITIES

Section 1: 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.

Section 2: 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.

Section 3: Vehicle Communications. All vehicles used to transport students on a regular basis shall be equipped with a two-way radio system.

Section 4: Personnel Facilities. The Board shall make restroom and lavatory facilities available for employee use.

Section 5: Contracting and Non-Unit Employees Working. ~~The employer shall post all bargaining work, excluding work performed by substitutes or for special assignments, for a period not to exceed four (4) working days. The School will make a good faith effort to use its available working force and equipment in order to avoid having its bargaining unit work performed by outside contractors or non unit persons. Selection shall be awarded to the applicant with the most seniority who management determines has the then present ability to satisfactorily perform the required work without training. If no qualified bargaining unit member bids on work, the employer shall be free to hire from outside the bargaining unit. Awarding positions pursuant to this provision shall not be subject to the grievance procedure contained herein.~~ **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.**

Section 6: 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

Section 1: Working Hours.

a) Transportation.

- 1) Full-Time Employees. A full-time employee is one who is scheduled to work four and one-half (4-1/2) hours per day. The day will be divided as evenly as possible between a.m. and p.m. The normal work week shall be the above hours, Monday through Friday. The Board has the right to fully utilize the four and one-half (4-1/2) hour period.
- 2) Part-Time Employees. A part-time employee is one who is scheduled to work less than four and one-half (4-1/2) hours per day. The work day hours shall be arranged by the Board.
- 3) BK/K Assignment. BK/K assignments will be scheduled and paid for one and one-half (1-1/2) hours in duration.
- 4) Special Education & Vocational Education Runs. Spec. Ed./Voc. Ed. and other Non-Regular pick up and take home runs shall be paid on a time worked basis.

b) Office Personnel.

- 1) Work hours shall be established by the employee's immediate supervisor and the Assistant Superintendent. The scheduled hours of work shall consist of a regular starting time and regular quitting time.
- 2) The scheduled daily hours shall be stated on the Personnel Data Sheet provided by the employer.
- 3) Employees shall work a summer schedule as scheduled by their Supervisor and approved by the Assistant Superintendent.

c) Custodial/Maintenance.

- 1) The normal work day for full-time employees shall be eight (8) hours. The normal work week shall be forty (40) hours.
- 2) 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.

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.

d) Food Service Employees.

- 1) The normal work day for full-time employees shall be seven (7) hours.
- 2) Food service employees shall be compensated for all hours spent attending required meetings.

e) Working hours.

Excluding transportation schedules, 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.

Section 2. Lunch and Relief Breaks.

- a) 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.
- b) 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.

Section 3: 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:

- a) 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.
- b) The first and second day that school is closed each school year, 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.
- c) The first and second day that school is closed each school year, 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, providing work

is available. Those who do not work will not be paid. No later than June 15th of each school year, or new employee's date of hire, said bus driver and/or food service employee shall notify the Accountant that they **do not want** their two (2) snow day deductions prorated over the school year. **No notification** will result in an automatic two (2) day pay deduction that will be prorated over the school year. Regardless of the choice made, all adjustments for deduction or reimbursement shall be made in their last pay check.

- d) *The first and second day school is closed each school year will not be rescheduled. In the event school is closed in excess of two (2) work days, VESPA employees working less than 12 months shall not be required to report for work, unless otherwise informed by the Administration.

In the event the school system is closed and the time is to be made up at a later date, the VESPA employees affected shall continue to receive their regular pay, but shall receive no additional compensation for the make-up day(s), unless they are required to report for work when the school system is closed, in excess of the two *(2) work days that are non-chargeable by the State of Michigan. School closing days that exceed the grace days granted by the State of Michigan shall be made up at the end of the school year.

*The State of Michigan's 1986 State Aid Act granted two non-chargeable days to each school district for days when pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the City, County or State health authorization.

It is further understood by all parties that these two (2) days may be stricken, or additional days granted by State Law. Should this occur, then the language making reference to two (2) work days shall either be stricken or be adjusted according to law.

- e) Whenever the Administration dismisses school employees after they have reported for work, they shall be paid for the remainder of their shift.
- f) 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.
- g) Secretaries may be allowed to leave one (1) hour early with pay when word of approval has been received from Central Office.

Section 4: Work Year.

- a) Bus Drivers:
 - 1) Driving: All instruction days

2) Non-Driving:

- (a) Map and student list preparation: Eight (8) hour minimum for employees with a four and one-half (4-1/2) hour assignment; four (4) hours minimum for employees with an assignment of less than four and one-half (4-1/2) hours.
- (b) Pre-School orientation and safety meetings, nine (9) hours minimum.
- (c) Schooling, testing, parent contacts, and additional safety meetings, as assigned.

b) Seven (7) hours per day Food Service Personnel:

- 1) Three (3) days prior to school opening.
- 2) Days student lunches are served.
- 3) Second semester teacher records day.

c) Custodians, Mechanics and Maintenance Personnel:

Fifty-two (52) weeks.

d) Office Personnel and part-time employees:

To be established by the employee's supervisor and the Assistant Superintendent and subject to the needs of the school district.

Section 5. Bus Driver Work Load and Responsibilities.a) Vehicle/Route Servicing.

1) Employees will assume the responsibility for:

- (a) Gassing their bus if a mechanic or student helper is not available.
- (b) Warming up their bus prior to the start of the morning and afternoon run, if necessary.
- (c) Giving their bus a daily safety check as instructed by the Transportation Coordinator Supervisor.
- (d) Keeping the interior of their bus clean.
- (e) Routine updating of route maps and student lists.

b) Bus Run Assignment.

- 1) Seniority and driver qualifications shall be considered by the Board in making run assignments.
- 2) 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.
- 3) As runs become available during the year, the Board will assign such runs on a probationary basis to an employee who has completed the training program as prescribed herein. The Board shall notify employees of such vacancy.
- 4) Seniority and driver qualifications shall be considered by the Board in making noon assignments. Such assignments shall be made not later than September 1. The Board shall determine the buses to be used on these runs.
 - (a) Employees with noon kindergarten assignments shall be allowed extra help for up to two (2) 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 non-driving assignment rate.
 - (b) 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.

c) Shuttle Runs. Insofar as is practical, shuttle runs shall be assigned as equitably as possible with a view toward uniform utilization of each driver's work day. If the time on a shuttle run exceeds a driver's work day assignment, the driver shall be paid for the additional time spent on the shuttle run.

d) Emergency Runs. If the Board is unable to contact an employee when needed for an emergency run, the employee may have the lost time charged to business leave. If an employee's business leave allowance is exhausted, a payroll deduction will be made for the lost time.

e) Trip Assignments. Whenever possible, full-time or regular part-time drivers will be used for trip assignments.

- 1) The Board will be responsible for assigning trips. Every effort will be made by the Board to diminish the disruption of an employee's normal work day schedule when making trip assignments.
- 2) Full-time and regular part-time drivers must submit in writing their requests for trip assignments. All trip assignments will be made from this list. The Board may assign an employee not on the list under the following conditions:

- (a) If the Board is unable to fill an assignment from the list after reasonable effort.
 - (b) In case of emergency.
 - (c) When sponsors or other chaperones of the group are qualified to drive and/or when costs of the trip may be reduced by using these persons to drive.
- 3) When the Board determines it advisable, an extra employee may be assigned to metropolitan trips to drive in the event an emergency arises. The employee who drives will be paid the trip assignment rate and the extra employee will be paid the non-driving rate.
- 4) The Board may assign a lead driver for trips.
- 5) The Board shall designate someone on call when a bus is on a trip assignment.
- 6) The Board shall provide route maps for trips when needed.
- 7) Compensation.
- (a) Trip assignments shall be defined as a driving assignment falling outside the normal work day assignment.
 - (b) Trip assignments shall be paid a minimum of two (2) hours, unless the assignment is continuous to, and in conjunction with, a normal work day assignment.
 - (c) An employee shall receive payment of two (2) hours at the trip assignment rate when a trip has been canceled and the employee is not notified of such cancellation.
 - (d) Pay for trip assignments will be made for all time which exceeds the normal hours of an employee's work day assignment.
 - (e) Each bus used for trip assignment shall be cleaned on the interior prior to the trip. This shall be the responsibility of the driver who last uses the bus prior to the trip.
 - (f) Employees using a bus not their own for a trip assignment shall clean and gas the bus before it is scheduled to go on its next run.
- f) New Vehicle Assignment. New vehicles shall be assigned to bus drivers by the Board. Seniority, mileage, condition of buses, and/or roads and routes will be considered when making the assignment.

- g) Permanent Standby Driver. The Board will have the option of hiring a permanent standby driver who would report daily for the a.m. and p.m. runs and be available as needed or directed to drive, perform clerical work or other duties as assigned. This person would be entitled to all the provisions of this Agreement.
- h) Bus Drivers' Training.
 - 1) 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 non-driving rate.
 - 2) A driver training program shall be provided by the Board for all new bus drivers.
 - 3) 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.
- i) Michigan School Bus Driver's Manual. The Michigan School Bus Driver's Manual shall be the criterion for all bus driving policies and practices. Employees shall not deviate from the suggested practices of this manual, unless extenuating circumstances exist or written orders are received by the employee from the employee's supervisor. The administration shall also have the right to establish additional policies with regard to bus drivers.

Section 6: Establishment of New Classification. When and if the Board creates a new job classification and duties therefore, the Board shall assign a rate of pay thereto and promptly advise the Association in writing as to the rate of pay thus assigned. If the Association disagrees with such rate, on the basis that such rate is not consistent with rates applicable to other comparable jobs in the system, 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 such rate. 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 3 (b) 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.

Section 7: 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. The grievance shall be submitted directly to the Assistant Superintendent who, after receipt of the grievance, shall meet with the Association's staff representative along with Management and Association's representatives. Said meeting shall take

place within ten (10) working days after the grievance is submitted to the Assistant Superintendent. If a mutual settlement is not reached at that meeting, the Association shall have ten (10) working days in which to submit the matter to arbitration with the American Arbitration Association at its Detroit, Michigan office. Grievances not timely filed shall be deemed withdrawn with prejudice. The American Arbitration Association shall submit a list of seven (7) arbitrators' names who are experienced industrial engineers. The provisions of Article Twelve (12) shall be applicable, except as specifically provided herein. The losing party shall pay all costs.

Section 8: Extra Duty Assignments. An employee can be required to work overtime as deemed necessary due to a special circumstance or activity according to the following guidelines:

- a) Except in emergency situations, the employee will be given forty-eight (48) hours notice.
- b) 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 the necessary skill, knowledge, or experience.
- c) When the overtime work does not require specialized skills or knowledge or a specific person, job classification, or building assignment, overtime will be offered to the most senior employee in the appropriate job classification.

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.

The Administration has the right to assign the least senior employee in that classification.

ARTICLE SIX (6) - VACANCIES, TRANSFERS AND PROMOTIONS

Section 1: 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 notice shall remain posted for four (4) work days.

Section 2: 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.

Section 3: Selection.

- a) 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.

- b) 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.
- c) Ability and Required Qualifications.
 - 1) Where used in this Agreement, the word "ability" shall be interpreted to mean that the employee has the predeveloped skills, knowledge and work habits to satisfactorily fulfill the job requirements immediately upon being assigned to the job.
 - 2) 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.
- d) Bus driving 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.

Section 4: Trial Period. The successful applicant shall be granted a trial period on the job of up to forty-five (45) actual working days 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.

Section 5: Bidding Limitations. When a 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.

- a) 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.
- b) 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.

Section 6: Involuntary Assignments. Involuntary assignments shall be avoided whenever reasonably possible and made only for good reason.

Section 7: 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.

Section 8: 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.

- a) All maintenance employees shall be required to be certified and qualified as bus drivers and maintain their bus driver certification and qualification for the duration of their employment as maintenance employees.

ARTICLE SEVEN (7) - SENIORITY

Section 1: Seniority Defined.

- a) 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.
- b) 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.

Section 2: Loss of Seniority. Seniority, both District and classification, shall be lost by an employee upon resignation, retirement, termination, quit or failure to return to work following a recall from layoff 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.

Section 3: 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.

Section 4: Employee Probationary Period. All newly hired employees shall be on probation for the first seventy (70) days they have actually worked. 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 receive no attendance incentive pay, be eligible for trip assignments or be allowed miscellaneous payroll deduction privileges.

ARTICLE EIGHT (8) - REDUCTION OF STAFF

Section 1: 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.

Section 2: 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.

Section 3: Layoff Procedure. In the event of a necessary reduction in work force, 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.

Section 4: Bumping Rights. A laid off employee shall have the right to utilize his previous classification 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.

Section 5: 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.

Section 6: Recall from Layoff. Employees shall be recalled to their job classification in inverse order of their classification seniority.

Section 7: 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.

Section 8: Retention of Recall Rights. Employees on layoff shall retain their seniority for the purpose of recall for a period not to exceed twenty-four (24) consecutive months, unless said employee has refused a position for which he/she is qualified, or as set forth in Section 7 above.

ARTICLE NINE (9) - COMPENSATION

Section 1: Salary Schedule.

	7/01/98 thru 6/30/99	7/01/99 thru 6/30/00	7/01/00 thru 6/30/01	7/01/01 thru 6/30/02
<u>CUSTODIAL/MAINTENANCE</u>				
Head Custodian				
Senior High.....	\$12.06	*COLA	*COLA	*COLA
Middle School, Sunset.....	11.99	(1-3%)	(1-3%)	(1-3%)
Tobey.....	11.99	"	"	"
Indian Lake.....	11.99	"	"	"
VAB.....	11.40	"	"	"
Custodian.....	11.17	"	"	"
Maintenance				
State-licensed electrician, plumber, boiler engineer, alterations & repair contractor.....	15.11	"	"	"
Non-licensed.....	13.62	"	"	"
Mechanic				
State-licensed (truck).....	15.11	"	"	"
Non-licensed.....	13.62	"	"	"
Mechanic Helper.....	11.98	"	"	"

Custodial Shift Differential

First night shift.....	.22	"	"	"
Second night shift.....	.40	"	"	"

FOOD SERVICE**Cafeteria Manager**

Senior High.....	10.22	"	"	"
Middle School.....	10.15	"	"	"
Elementary.....	10.09	"	"	"

Cooks.....	8.91	"	"	"
Dish Washer/Server.....	8.19	"	"	"
Banquet Supervisor (as needed).....	11.49	"	"	"

BUS DRIVER

Driving (regular run assignments, noon assignments, overtime, trip assignments, summer recreation runs)	12.67	"	"	"
Non-driving assignments.....	7.93	"	"	"

<u>OFFICE PERSONNEL</u>	10.71	"	"	"
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NEW EMPLOYEES**(Percentage Step Increases):**

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

*The salaries for VESPA employees for the years **1998-2002** shall be based on the percentage increase of the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (All Cities) for the period of March 1 to March 1 as revised and amended for said period.

Section 2: Longevity. Employees who, as of June 30, have completed eight (8) or more years of continuous service as defined in Article Seven, Section 1, "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.....	\$ 0.29
12 through 15 years.....	.34
16 through 19 years.....	.39
20 through 24 years.....	.44
25 years and over.....	.49

Said longevity payment shall be made the first pay period in July, in a separate check from said VESPA member's biweekly pay, providing it meets IRS Rules and Regulations.

Section 3: Overtime. Pay for overtime approved by the Board shall be as follows:

- a) Regular hourly rate for all hours up to forty (40) hours.
- b) 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.
- c) Two (2) times the regular hourly rate for all hours actually worked on Sunday (except drivers who will be paid one and one-half (1-1/2) times the regular hourly rate for all work on Sunday which exceeds forty (40) hours).
- d) Work performed on a holiday will be paid at the regular hourly rate plus the holiday pay.
- e) 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.
- f) There shall be no pyramiding of premium pay.
- g) There shall be no offsetting of overtime with compensatory time off unless the employee makes such election.

Section 4: Paychecks.

- a) The first paycheck issued under this Agreement will be distributed **July 3, 1998** for 12-month employees.
- b) 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

APPENDIX E
Payroll Calendars

Pay No.	1997-98	Pay No.	1998-99	Pay No.	1999-2000	Pay No.	2000-2001
1	29-Aug-97	1	28-Aug-98	1	27-Aug-99	1	08-Sep-2000
2	12-Sep-97	2	11-Sep-98	2	10-Sep-99	2	22-Sep-2000
3	26-Sep-97	3	25-Sep-98	3	24-Sep-99	3	06-Oct-2000
4	10-Oct-97	4	09-Oct-98	4	08-Oct-99	4	20-Oct-2000
5	24-Oct-97	5	23-Oct-98	5	22-Oct-99	5	03-Nov-2000
6	07-Nov-97	6	06-Nov-98	6	05-Nov-99	6	17-Nov-2000
7	21-Nov-97	7	20-Nov-98	7	19-Nov-99	7	01-Dec-2000
8	05-Dec-97	8	04-Dec-98	8	03-Dec-99	8	15-Dec-2000
9	19-Dec-97	9	18-Dec-98	9	17-Dec-99	9	29-Dec-2000
10	02-Jan-98	10	01-Jan-99	10	31-Dec-99	10	12-Jan-2001
11	16-Jan-98	11	15-Jan-99	11	14-Jan-2000	11	26-Jan-2001
12	30-Jan-98	12	29-Jan-99	12	28-Jan-2000	12	09-Feb-2001
13	13-Feb-98	13	12-Feb-99	13	11-Feb-2000	13	23-Feb-2001
14	27-Feb-98	14	26-Feb-99	14	25-Feb-2000	14	09-Mar-2001
15	13-Mar-98	15	12-Mar-99	15	10-Mar-2000	15	23-Mar-2001
16	27-Mar-98	16	26-Mar-99	16	24-Mar-2000	16	06-Apr-2001
17	10-Apr-98	17	09-Apr-99	17	07-Apr-2000	17	20-Apr-2001
18	24-Apr-98	18	23-Apr-99	18	21-Apr-2000	18	04-May-2001
19	08-May-98	19	07-May-99	19	05-May-2000	19	18-May-2001
20	22-May-98	20	21-May-99	20	19-May-2000	20	01-Jun-2001
21	05-Jun-98	21	04-Jun-99	21	02-Jun-2000	21	15-Jun-2001
22	19-Jun-98	22	18-Jun-99	22	16-Jun-2000	22	29-Jun-2001
23	03-Jul-98	23	02-Jul-99	23	30-Jun-2000	23	13-Jul-2001
24	17-Jul-98	24	16-Jul-99	24	14-Jul-2000	24	27-Jul-2001
25	31-Jul-98	25	30-Jul-99	25	28-Jul-2000	25	10-Aug-2001
26	14-Aug-98	26	13-Aug-99	26	11-Aug-2000	26	24-Aug-2001
				27	25-Aug-2000		

APPENDIX E
Payroll Calendar

Pay No.	Pay Date	Pay No.	Pay Date	Pay No.	Pay Date	Pay No.	Pay Date
1	29-Aug-97	1	28-Aug-98	1	28-Aug-99	1	27-Aug-00
2	11-Sep-97	2	11-Sep-98	2	11-Sep-99	2	10-Sep-00
3	24-Sep-97	3	22-Sep-98	3	22-Sep-99	3	20-Sep-00
4	10-Oct-97	4	09-Oct-98	4	09-Oct-99	4	08-Oct-00
5	21-Oct-97	5	23-Oct-98	5	23-Oct-99	5	21-Nov-00
6	01-Nov-97	6	06-Nov-98	6	06-Nov-99	6	17-Nov-00
7	21-Nov-97	7	20-Nov-98	7	20-Nov-99	7	01-Dec-00
8	07-Dec-97	8	06-Dec-98	8	06-Dec-99	8	5-Dec-00
9	18-Dec-97	9	18-Dec-98	9	17-Dec-99	9	29-Dec-00
10	03-Jan-98	10	01-Jan-99	10	01-Dec-99	10	17-Jan-00
11	16-Jan-98	11	15-Jan-99	11	14-Jan-00	11	29-Jan-00
12	30-Jan-98	12	29-Jan-99	12	28-Jan-00	12	30-Feb-00
13	13-Feb-98	13	12-Feb-99	13	11-Feb-00	13	23-Feb-00
14	27-Feb-98	14	26-Feb-99	14	25-Feb-00	14	04-Mar-00
15	13-Mar-98	15	12-Mar-99	15	10-Mar-00	15	13-Mar-00
16	27-Mar-98	16	26-Mar-99	16	24-Mar-00	16	06-Apr-00
17	10-Apr-98	17	09-Apr-99	17	07-Apr-00	17	10-Apr-00
18	24-Apr-98	18	23-Apr-99	18	21-Apr-00	18	04-May-00
19	08-May-98	19	07-May-99	19	02-May-00	19	18-May-00
20	22-May-98	20	21-May-99	20	19-May-00	20	06-Jun-00
21	05-Jun-98	21	04-Jun-99	21	03-Jun-00	21	15-Jun-00
22	19-Jun-98	22	18-Jun-99	22	16-Jun-00	22	29-Jun-00
23	03-Jul-98	23	02-Jul-99	23	30-Jun-00	23	13-Jul-00
24	17-Jul-98	24	16-Jul-99	24	14-Jul-00	24	27-Jul-00
25	31-Jul-98	25	30-Jul-99	25	28-Jul-00	25	10-Aug-00
26	14-Aug-98	26	13-Aug-99	26	11-Aug-00	26	24-Aug-00
		27	27-Aug-00				

the employees so as to normally arrive the day before said holiday. Employees may arrange to pick up their check from the Accounting Office rather than having it mailed.

- c) Employees who work less than fifty-two (52) weeks per year must elect in writing if they desire to be paid on a ten (10) month basis (22 pay periods), which notice of election must be received by the Administration not later than August 15th. If no written notice is submitted, the employee's pay shall be distributed on a twelve (12) month basis. If an employee was on a 22 pay period basis the preceding year, the pay period will remain 22 pays subsequent years or until written notice is given by August 15th.
- d) Employees who work less than fifty-two (52) weeks per year and are being paid on the twelve (12) month basis may, on an individual emergency basis, request to receive their July and August salary in one (1) final payment. The request must be in writing and is subject to the approval of the Assistant Superintendent.
- e) Payroll deductions will be scheduled as follows:
 - 1) Credit Union - every paycheck
 - 2) Annuities - 1st and 2nd paycheck of each month
 - 3) Insurance - 1st and 2nd paycheck of each month
 - 4) Union Dues - 2nd paycheck of each month

Section 5: Holidays.

- a) Employees who are scheduled to work the fiscal year shall be paid for the following holidays:
 - 1) New Year's Day
 - 2) Day before or day after New Year's Day (as determined by the School calendar)
 - 3) Good Friday
 - 4) Memorial Day
 - 5) Independence Day
 - 6) Labor Day
 - 7) Thanksgiving Day
 - 8) Day after Thanksgiving
 - 9) Christmas Day
 - 10) Day before or day after Christmas (as determined by the School calendar)
- b) Employees whose work schedule is planned around the school year shall be paid for the following holidays:
 - 1) Labor Day
 - 2) Thanksgiving Day
 - 3) Day after Thanksgiving
 - 4) Good Friday
 - 5) Memorial Day

- c) 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.
- d) 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.
- e) 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.

Section 6: Insurance.

- a) Health Care Protection or Tax Sheltered Annuity Program
 - 1) Beginning July 1, 1998 through June 30, 2002 and upon acceptance of written application, the Board agrees to pay 90% of the MESSA insurance premium for all VESPA employees except Bus Drivers (see #4 below) toward Super Care 1 or Ultramed A, provided either by the Michigan Education Special Services Association or SET, Incorporated or another mutually agreed upon company, provided in all cases employee, spouse and/or dependent benefits will not be paid thereunder which duplicate benefits to which such employee, spouse and/or dependent is entitled under any other group insurance plan. Employees shall be required to certify in writing that they are eligible for the coverage they have elected. If at any time it is discovered by the Administration that the coverage is at variance with that which has been certified as above provided, the employee shall be required to reimburse the Board for all payments made by it on his/her behalf since the date upon which the variance started.
 - 2) Upon acceptance of written application, the Board agrees to provide a \$60 per month contribution toward a Board approved tax sheltered annuity program for all employees who do not qualify for the Board's health insurance subsidy or who choose not to apply for the health insurance program.

Options will be available to all VESPA employees at the annuity subsidy.

VESPA employees covered by options for 1989-90 (as listed), will retain the 1989-90 option subsidy for the life of this contract or until they choose the annuity program in lieu of options.
 - 3) For the purpose of this provision, employees working forty (40)* hours per week shall be considered full-time. The Board contribution for part-time employees shall be prorated. Contributions shall be for the full twelve (12) months, i.e., from July 1 - June 30 of each fiscal year. Any July and August premiums paid for by the

<u>Custodians w/options</u>	<u>Subsidy</u>	<u>Company</u>
Beers, Ric ————— new position —————	\$80.00	SET
Jones, Paul ————— health ins. —————	87.58	"
Reynolds, Bill ————— annuity —————	93.08	"
Wiltse, Duane ————— health ins. —————	93.98	"

Food Service w/options

Bagwell, Pat ————— health ins. —————	\$85.54	SET
Coburn, Nancy —————	84.82	"
Colyer, JoAnn ————— annuity —————	89.54	"
Evans, Ruth ————— annuity —————	75.10	"
Footte, Marge ————— annuity —————	70.80	"
Frisch, Koren ————— health ins. —————	26.50	"
Hagelgans, Jan ————— retired —————	83.68	"
Hollingsworth, Pam ————— annuity —————	57.16	"
Josuns, Claudia ————— health ins. —————	26.42	"
Lowe, Kim ————— annuity —————	27.02	"
Mann, Sandra ————— annuity —————	47.30	"
McClish, Rita ————— annuity —————	83.42	"
Remington, Jackie ————— annuity —————	70.70	"
Smoker, Darlene ————— annuity —————	23.96	"
Stecker, Patricia ————— retired —————	91.54	"
VanderStraaten, Stephenie ————— annuity —————	37.09	"

Maintenance w/options

Combs, Russell ————— retired —————	89.26	SET
Girolami, Charles ————— health ins. —————	89.42	"
McNett, John ————— retired —————	45.84	"

Secretaries w/options

Decker, Nancy ————— retired —————	92.86	SET
Haines, Sue ————— health ins. —————	73.06	"
Hoffman, Beverly ————— annuity —————	91.76	"
Makowski, Peggy ————— annuity —————	76.38	"
Schobel, Dorothy ————— retired —————	48.28	MESSA
Schutter, Marilyn ————— retired —————	56.00	SET
Sehy, Dorothy ————— resigned —————	88.86	"
Weisenberg, Barb ————— resigned —————	89.54	"

Employees		Department		Salary	
257	257	Health Ins.	Health Ins.	180.00	180.00
	257	Health Ins.	Health Ins.	17.50	17.50
	257	Health Ins.	Health Ins.	17.00	17.00
	257	Health Ins.	Health Ins.	16.50	16.50
257	257	Health Ins.	Health Ins.	16.00	16.00
	257	Health Ins.	Health Ins.	15.50	15.50
	257	Health Ins.	Health Ins.	15.00	15.00
	257	Health Ins.	Health Ins.	14.50	14.50
	257	Health Ins.	Health Ins.	14.00	14.00
	257	Health Ins.	Health Ins.	13.50	13.50
	257	Health Ins.	Health Ins.	13.00	13.00
	257	Health Ins.	Health Ins.	12.50	12.50
	257	Health Ins.	Health Ins.	12.00	12.00
	257	Health Ins.	Health Ins.	11.50	11.50
	257	Health Ins.	Health Ins.	11.00	11.00
	257	Health Ins.	Health Ins.	10.50	10.50
	257	Health Ins.	Health Ins.	10.00	10.00
	257	Health Ins.	Health Ins.	9.50	9.50
	257	Health Ins.	Health Ins.	9.00	9.00
257	257	Health Ins.	Health Ins.	8.50	8.50
	257	Health Ins.	Health Ins.	8.00	8.00
	257	Health Ins.	Health Ins.	7.50	7.50
257	257	Health Ins.	Health Ins.	7.00	7.00
	257	Health Ins.	Health Ins.	6.50	6.50
	257	Health Ins.	Health Ins.	6.00	6.00
257	257	Health Ins.	Health Ins.	5.50	5.50
	257	Health Ins.	Health Ins.	5.00	5.00
	257	Health Ins.	Health Ins.	4.50	4.50
257	257	Health Ins.	Health Ins.	4.00	4.00
	257	Health Ins.	Health Ins.	3.50	3.50
	257	Health Ins.	Health Ins.	3.00	3.00
257	257	Health Ins.	Health Ins.	2.50	2.50
	257	Health Ins.	Health Ins.	2.00	2.00
	257	Health Ins.	Health Ins.	1.50	1.50
257	257	Health Ins.	Health Ins.	1.00	1.00
	257	Health Ins.	Health Ins.	0.50	0.50
	257	Health Ins.	Health Ins.	0.00	0.00

Board must be reimbursed by the non-returning VESPA employee, unless said VESPA employee is retiring. *VESPA employees hired during or before 1989-90 shall be grandfathered at a proration based on a thirty-five (35) hour work week.

4) Bus drivers shall be eligible for health insurance subsidy as follows:

a) July 1, 1998 through June 30, 2002 - 80% of MESSA premium.

<u>MESSA SUPER CARE 1 or SET ULTRA MED "A" with Med Chex</u>		<u>% of MESSA Premium Provided by the Board</u>			
		<u>7/01/98 thru 6/30/99</u>	<u>7/01/99 thru 6/30/00</u>	<u>7/01/00 thru 6/30/01</u>	<u>7/01/01 thru 6/30/02</u>
	<u>Other VESPA</u>	90%	90%	90%	90%
	<u>Bus Drivers</u>	80%	80%	80%	80%
<u>Coverage</u>	<u>Eligibility</u>				
Health care protection for member, spouse & children	Employee with dependents where the employee, spouse and/or dependents are not covered elsewhere.....				
Health care protection for member and spouse/child	Employee with a spouse or child where the employee and spouse/child are not covered elsewhere.....				
Health care protection for member & children	Employee with children where the employee and children are not covered elsewhere..... [SET ULTRA MED ONLY]				
Health care protection for member only	Employees who choose to cover themselves only.....				
Options	If employee is not eligible or does not choose to purchase health care protection, he/she may elect to purchase options				
		<u>(Frozen at 1989-90 subsidy rate as attached for duration of contract)</u>			

Annuity
Contribution

\$60

\$60

\$60

\$60

- b) The Board shall continue to provide a Dental Program for all bargaining unit members. The Association agrees to a new self insurance dental program to be administered by the Board, according to MESSA-Delta guidelines. This new plan shall begin July 1, 1990, providing the Board can terminate its current contract with MESSA as of June 30, 1990. This plan shall begin July 1, 1998, and shall pay to the provider for dental service at 70/70/70/70 during the life of this Agreement, as outlined in the brochure of Vicksburg Community Schools Dental Self-Insured Plan for VESPA. 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 charges to a maximum of \$500 per person total lifetime maximum.

- c) The Board shall provide VSP-1 vision insurance program for all bargaining unit members. (See attached for VSP-1 benefits.)

Plan Description

The MESSA vision benefit includes one vision examination, one pair of spectacle lenses, and one frame available during each plan year. One pair of contact lenses, including the vision examination, is available in lieu of all other plan benefits during each plan year.

How the Program Works

Panel Provider

The vision benefit program may be accessed several different ways. The VSP Panel Provider is under agreement with VSP and agrees to accept the VSP payment as payment in full for covered services after satisfaction of any applicable deductible. Panel Providers bill VSP and are paid directly by VSP so no member filing is necessary.

To see a Panel Provider, the member should notify the doctor when making an appointment that there is MESSA/VSP coverage. The Panel Provider then calls VSP to confirm the member's eligibility for benefits prior to the scheduled appointment. It is not necessary to file any forms for payment or reimbursement when using a VSP Panel Provider as all paper work is handled by VSP.

Non-Panel Providers

Benefits for examination, lenses, and frames which are covered charges and obtained by a Non-Panel Provider are limited to the scheduled amounts shown.

Using a Non-Panel Provider requires filing with VSP for reimbursement. The member must get a fully itemized receipt showing a complete breakdown of all services and merchandise dispensed. Eligible expenses are reimbursed according to the schedules shown, with payment made directly to the member. In order to reimburse accurately for Non-Panel Provider charges, it is necessary that the member provide the key information illustrated.

VSP-1**YOUR COST AND REIMBURSEMENT SCHEDULE**

	<u>PANEL PROVIDER</u>	<u>NON-PANEL PROVIDER</u>
Professional Fees		
Vision Examination	You pay only \$10 deductible	Limited to \$15 - you pay balance
Spectacle Lenses (Pair)		
Single Vision	You pay only \$25 deductible	Limited to \$20 - you pay balance
Bifocal	on lenses <u>and</u> frames	Limited to \$24 - you pay balance
Trifocal		Limited to \$30 - you pay balance
Lenticular		Limited to \$40 - you pay balance
Frames	Covered up to \$65 retail	Covered up to \$8 retail
Contact Lenses (Pair, Including Exam)	Covered up to \$65 and additional 20% off balance	Covered up to \$65
Pink #1 or #2 Tint/Coat	Covered in full	Included in limit shown above
Rimless Mounting	Covered in full	Included in limit shown above
Extras (Tints, Other Than Pink #1 or #2, Coated & Polaroid Lenses)	Not covered	Not covered separately; included in limit shown above

Section 7: Vacations.

- a) 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 nine (9) years of service.....	Three (3) weeks*
After fourteen (14) years of service.....	Four (4) weeks**

*One (1) week must be taken during the summer.

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

- b) 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.
- c) Vacation Approval. Schedule for vacations must be approved by the employee's supervisor and the Assistant Superintendent. Seniority will prevail. Approval of vacation dates may not be rescinded unless mutually agreed by both parties.
- d) Vacation Earned During Fiscal Year. Vacation is earned between July 1 and June 30 and is to be taken during the next fiscal year.
- e) 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.
- f) Termination of Employment. If an employee is terminated voluntarily or involuntarily, he/she will be paid for any earned unused vacation time.
- g) Vacation shall be earned by office personnel 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, 1998, July 1, 1999, July 1, 2000, and July 1, 2001, 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.

Section 8: 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:

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

Section 9: Physical Examination. All employees who are required to drive a bus shall have an annual physical examination, except when exempted in writing by the Transportation Coordinator **Supervisor**. Upon submission of an authorized bill or paid receipt, the Board shall allow up to thirty-five (\$35.00) dollars for such physical examination from a medical physician who is a member of the Kalamazoo County Medical Association.

Section 10: Uniform Allowance. Food service and custodial/maintenance employees who have worked seventy (70) days by July 1 of the previous fiscal year, shall be paid a uniform allowance of one-hundred thirty (\$130.00) 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. Such subcommittee shall consist of representatives selected by the affected job classification members.

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.

Section 11: 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 ~~seventeen (\$17)~~ **twenty-seven and one-half (\$27.5)** cents per mile, or as per Board Policy.

Section 12: 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.

Section 13: 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.

Section 14: License Allocation. The Board shall reimburse all drivers an amount up to \$30.00 toward the renewal 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.

ARTICLE TEN (10) - AUTHORIZED ABSENCES

Section 1: 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.

- a) **Sick Leave Allowance.** Sick leave allowance shall be determined by the following formula:
 - 1) Assigned hours of service per day during the school year, multiplied by the number of months worked, equals the sick leave allowance per year.
 - 2) Sick leave allowance shall be credited at the end of each month worked.
 - 3) 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.
- b) **Accumulated Sick Leave.** The maximum accumulated sick leave hours allowed shall be determined by the formula in Paragraph (a) above and shall not exceed ninety-five (95) sick leave days as earned by the employee.
- c) **Sick Leave Use.** A day of sick leave shall equal the number of hours the employee regularly works and may be used as follows:
 - 1) **Personal illness or disability.** Limited to accrued sick leave.
 - (a) 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 his job without limitation or restriction before being allowed to return to work.
 - (b) 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.

- 2) 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.
- 3) 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.
- 4) Two (2) work days per year, non-cumulative as business leave days, provided the following requirements are met:
 - (a) 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 state the reason for the business leave and it must be submitted to the supervisor at least five (5) work days before the intended day of absence in order for the request to receive consideration. If the reason is of an extremely personal nature, the employee may desire to discuss the matter with the Assistant Superintendent, and if approved verbally by the Assistant Superintendent, the employee need only state "Personal Business as approved by the Assistant Superintendent." Emergency and special requests will be determined on a case-by-case basis by the Assistant Superintendent without creating a precedent.
 - (b) A business leave may be taken only when a dire business necessity arises, and it is imperative that the employee's presence 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.
 - (c) 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.
 - (d) One (1) day per year deductible from business leave days may be used to attend the funeral of a close friend.
- 5) 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.

Section 2: Disability Leave Without Pay. An employee on disability leave without pay shall not be entitled to the benefits provided for in this Agreement. Seniority does not accumulate. Disability leave without pay shall be granted on the following basis:

- a) Such leave shall be for the duration of the disability but not to exceed one (1) year.
- b) 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.
- c) Subsequent physician's statements may be required by the Board.
- d) An employee shall be permitted to continue working as long as he satisfactorily performs all regular and normal duties and 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.
- e) Before the employee can return from the leave, a physician's statement must be submitted confirming that the employee is capable of performing all the regular and normal duties and functions of the employee's position without limitation or restriction.
- f) An employee on leave desiring to return to duty shall submit a written request to the Assistant Superintendent at least ten (10) working days prior to the end of the leave.
- g) 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.
- h) An employee returning from disability leave shall be returned to the position he/she had before the leave was granted.

Section 3: Jury Duty. An employee called for jury duty shall be compensated for the difference between the employee's regular pay and the pay received for the performance of such obligation for each day jury duty is required of the employee.

Section 4: 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 = 400.00

Net After Tax Portion Paid by School = \$100.00

To Buy 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 2.

Section 5: 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. Leave of absence without pay is defined as any absence not otherwise covered by this Agreement.

- a) Leave of absence may be granted, but no leave of absence will exceed one (1) year.
- b) 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.
- c) 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.
- d) 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.

Section 6: 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.

Section 7: United Professional Conferences.

- a) At the beginning of every school year, the Association shall be credited with two (2) 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 or designee. A second VESPA employee shall be allowed to use two (2) days of personal business for attending Professional Conferences. They may use their business leave, or attend without pay. At no time may these days be used for any other purpose.
- b) The Association agrees to notify the Board as soon as possible, but in no case less than forty-eight (48) hours prior to the date for intended use of said leave.

ARTICLE ELEVEN (11) - GRIEVANCE PROCEDURE

Section 1: Definition.

- a) A "Grievance" is a claim of violation, misinterpretation or misapplication of any provision of this Agreement.
- b) "Days" mean calendar days, exclusive of Saturday, Sunday, and scheduled holidays.

Section 2: 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.

Section 3: Procedure.

- a) **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) 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.
- b) **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:
 - 1) An identification of the grievant.
 - 2) The facts upon which the grievance is based.
 - 3) The applicable portion(s) of the Agreement allegedly violated.

- 4) The specific relief requested.
- 5) The date of the grievance.
- 6) The signature of the Association President.

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

- c) 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.
 - 1) The powers and authority of the arbitrator are subject to the following limitations:
 - (a) 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.
 - (b) 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.
 - (c) 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.
 - (d) 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.
- d) Miscellaneous.
 - 1) A grievance may be withdrawn at any level without prejudice or record.
 - 2) 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.
 - 3) Forms for filing and processing grievances shall be provided by the Association.

- 4) The expenses and wages of witnesses and representatives of the parties shall be borne by the party for whom they appear.
- 5) 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.
- 6) 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

Section 1: Equal Opportunity. The Board and the Association agree that they will not discriminate on the basis of race, sex, creed, color, national origin, 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.

Section 2: 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.

Section 3: Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement. This Agreement eliminates any and all past practices, specifically incorporated herein.

Section 4: 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.

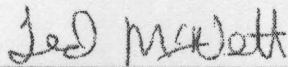
Section 5: Proscribed Activity. The Association agrees that, during the life of this Agreement, neither the Association, its agents, nor its members will authorize, instigate, aid or engage in a work

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) - DURATION OF AGREEMENT

THIS AGREEMENT which supersedes all prior agreements between the parties hereto shall become effective as of the 1st day of July, 1998, and shall remain in full force and effect until the 30th day of June, 2002, 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, 2002, 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



Ted McNett, President



Marc Skippers, Vice President

VICKSBURG BOARD OF EDUCATION



Patricia Reeves, Superintendent



Ronald L. Fuller, Assistant Superintendent

stoppage of work, strike or other concerted activity against individual members of the Board. The Board agrees that it will not force out any employee during the term of this Agreement, and provide during which a successor agreement is being negotiated on the parties. It is further agreed that during the term of this Agreement, neither party shall engage in any unfair labor practices defined in the Public Employment Relations Act and the Association agrees not to engage in any unfair labor practices or concerted activity.

ARTICLE THIRTEEN - DURATION OF AGREEMENT

THIS AGREEMENT which supersedes all prior agreements between the parties hereto shall become effective as of the 1st day of July, 1998, and shall remain in full force and effect until the 30th day of June, 2001, and from year to year thereafter unless either party hereto give a written notice upon the other on or before the 1st day of May, 2001, or at least sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intent to terminate, modify or modify the terms and provisions hereof.

VICKSBURG EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

John J. [Signature]
President

[Signature]
Vice President

VICKSBURG BOARD OF EDUCATION

Patricia Reeves, Superintendent

Ronald J. Felber, Assistant Superintendent

SCHEDULE A

Unless the Board deems it necessary to effectuate a decrease, the normal employee work year shall be as follows:

Full Fiscal Year	Custodians Maintenance Mechanics 1 HS Office Secretary 1 HS Guidance Office Secretary
August 1 through June 30 each year	1 MS Office Secretary
2 Weeks Before School Opening/ 2 Weeks After School Closing	Transportation/Maintenance Secretary 2 MS Office Secretaries
2 Weeks Before School Opening/ 1 Week After School Closing	1 HS Athletic Director/Office Secretary 4 Elementary School Office Secretaries 1 MS Office Secretary
1 Week Before School Opening/ 2 Weeks After School Closing	1 HS Asst. Principal/Office Secretary
3 Days Before School Opening/ 1 Day After School Closing	Full-time Food Service Employees
1 Day Before School Opening/ 1 Day After School Closing	Special Education Office Secretary
First Day for Students/ Last Day for Students	Bus Drivers Part-time Food Service Employees

**VICKSBURG COMMUNITY SCHOOLS
1998-99 CALENDAR**

Aii

JULY, 1998

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

AUGUST, 1998

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

19&20 - Prof. Dev. Days
21 - VEA ½ Day 24 - School Starts

SEPTEMBER, 1998

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

7 - Labor Day - No School

OCTOBER, 1998

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

23 - No Students - End of 1st marking period - .5 Records/.5 Prof. Dev. Day

NOVEMBER, 1998

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

2-5 Conference Week
6 - No Students or VEA - Comp Day
26-27 Thanksgiving Break

DECEMBER, 1998

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

21-31 Holiday Break

JANUARY, 1999

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1 - Holiday Break 4 - School Resumes
11-15 Exam Week (15-End of 1st Semester)
18 -Records Day - No Students
19 - 1st Day of 2nd Semester

FEBRUARY, 1999

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

22 - Mid-Winter Break - No Students or VEA unless Snow Makeup Day

MARCH, 1999

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

19 - End of 3rd marking period - No Students - .5 Records/.5 Prof. Dev. Day
22-25 Conference Week
26 - No Students or VEA - Comp Day

APRIL, 1999

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

2 - Good Friday - No Students or VEA
5-9 Spring Break
12 - School Resumes

MAY, 1999

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

31 - Memorial Day (Observed) - No Students or VEA

JUNE, 1999

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

11 - Last Day .5 for Students

**VICKSBURG COMMUNITY SCHOOLS
1999-2000 CALENDAR**

Aiii

JULY, 1999

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

AUGUST, 1999

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

18&19 - Prof.Dev. Days
20 - VEA ½ Day 23 - School Starts

SEPTEMBER, 1999

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

6 - Labor Day - No School

OCTOBER, 1999

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

22 - No Students - End of 1st marking period -.5 Records/.5 Prof. Dev. Day

NOVEMBER, 1999

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

1-4 Conference Week
5 -No Students or VEA - Comp Day
25-26 Thanksgiving Break

DECEMBER, 1999

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

20-31 Holiday Break

JANUARY, 2000

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

3 - School Resumes
10-14 Exam Week (14-end of 1st Semester)
17- Records Day - No Students
18 - 1st Day of 2nd Semester

FEBRUARY, 2000

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29			

28- Mid-Winter Break - No Students or VEA unless Snow Makeup Day

MARCH, 2000

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

17- End of 3rd marking period - No Students - .5 Records/.5 Prof. Dev. Day
20-23 Conference Week
24-No Students - VEA - Comp Day
27-31 Spring Break

APRIL, 2000

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

3 - School Resumes
21 -Good Friday - No Students - Professional Development Day

MAY, 2000

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

29 - Memorial Day (Observed) - No Students or VEA

JUNE, 2000

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

5 - Last Day .5 for Students

