

MASTER AGREEMENT

MICHIGAN EDUCATION ASSOCIATION

and

VASSAR BOARD OF EDUCATION

**VASSAR SUPPORT PERSONNEL
(COOKS & AIDES)**

JULY 1, 2015 - JUNE 30, 2018

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ARTICLE 1 AGREEMENT

This agreement entered into this 1st day of July, 2015, between the Michigan Education Association, hereinafter called the "Union", and the Vassar Board of Education, hereinafter called the "Employer".

WHEREAS: Both Parties recognize that strikes, lockouts and other cessation of work and employment disruptions are contrary to existing law and the best interests of education at Vassar Public Schools; and

WHEREAS: Both Parties are desirous of instituting wage scales and maintaining working conditions; and of facilitating peaceful adjustment for all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful occupational and economic relations between the parties.

ARTICLE 2 PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE 3 RECOGNITION

The Vassar Public Schools Board of Education hereby recognizes the Michigan Education Association as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment.

The term "Employee" as used herein shall include full and part-time employees: support staff and food service employees of the Vassar Public Schools. Excluded are supervisors, substitutes, and all other employees.

It is recognized that the Union has the responsibility of supporting all employees within the bargaining unit by enforcing the provisions of the master agreement. The Employer has the responsibility to provide the bargaining agent with information for each bargaining unit employee.

By July 1 of each school year, the Union will designate a representative to receive bargaining unit information on its behalf and will notify the Employer of that selection. That individual will provide the Employer with a list of member information that shall be provided to the Union by July 15.

If the Union needs information not previously requested, the Employer shall furnish the information requested within 5 (five) working days of the Union's request.

When any person is hired or ends their employment, the Union will be notified no later than 5 (five) working days after that change occurs.

ARTICLE 4 UNION RIGHTS

- A. Upon request by the Union, with notification of the Superintendent of Schools/Building Principal/ or supervisor and the presentation of proper credential, officers or accredited representative of the Union shall be admitted onto the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the Parties, or for assisting in the adjusting of grievances, provided, that said observation shall not disrupt orderly operations.
- B. The provisions of this Agreement and the wages, hours, terms and conditions of employment, shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status.
- C. Each new bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, be advised of their rights under this agreement and shall, in writing, either join this Association or certify that they have been advised of their rights and choose not to join.
- D. The Union shall have the right to use buildings at reasonable hours for meetings which do not interfere with the regular program or work of the employees. The

- Union shall have the right to use duplicating equipment and supplies provided that the Union pay for the costs of supplies used and/or damage to equipment.
- E. Bulletin board space will be made available for the Union in the high school, junior high and elementary buildings in each staff lounge. The bulletin boards shall be used only for union business and all notices shall be signed by a designated union official.
 - F. The Union agrees to reimburse the school for any damage to facilities entrusted in its care.
 - G. The Union shall have up to a maximum of five (5) Union days for Union business to be taken without pay.
 - H. Special conferences may be arranged to discuss particular items of concern to either party. If possible, such conferences will be outside of the employee's normal work day.
 - I. Whenever possible, employees shall be privately counseled for corrective action.
 - J. No employee will be disciplined or discriminated against for failing to follow any rule, regulation, or order unless such rule, regulation, or order has been uniformly applied to all employees.
 - K. Threats, accusations and the spread of malicious rumors against employees will not be tolerated. The Administration will defend the rights and reputation of its employees and thoroughly investigate such incidents. If a student, parent or community member is found to have intentionally committed said act, the administration will meet with the teacher, or a designated representative, to discuss how to resolve the situation to protect the integrity of the educational environment and the reputation of employees.

ARTICLE 5 EMPLOYER RIGHTS

The Employer reserves on its own behalf the following rights, abilities and action, through the exercising of its sole discretion, whatever may be the effect upon employment, along with all other rights and abilities ordinarily vested by employers and not specifically provided to the Union through this Agreement:

- A. To manage its business generally, which includes determination of organizational structure and location and type of facilities, location of bargaining unit personnel, determination of quality and quantity of work or services rendered, supplies, equipment and tools to be used.

- B. To hire, test, employ, promote, demote, transfer, assign and direct the work force.
- C. To decide the content, nature, and description of work to be performed by classifications of employees.
- D. To provide new equipment, methods and machinery, processes, training, education and technology and to change or eliminate previously used equipment, methods and machinery, processes training, education and technology.
- E. To determine the size of the work force and increase or decrease its size or hours of work through layoff or otherwise, and establish, expand, reduce, alter, combine, consolidate or abolish any job classification, department, operation or service.
- F. To establish new or revised work standards (quality or quantity of work).
- G. To establish and revise work rules on employee conduct and to determine the penalties for violation of such rules.
- H. To require employees to perform any work or function at any time whether or not normally performed by a particular job classification, department, section or area.

It is specifically understood that the Employer may take actions/perform any of the above items without first negotiating with and/or advising the Union and that the Union waives any negotiation obligation the Employer may otherwise have concerning the above items.

ARTICLE 6 GRIEVANCE PROCEDURE

It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation or application of this Agreement.

An employee who feels that an alleged violation of the expressed terms and conditions of this Agreement have not been followed may do the following:

- A. Talk with their supervisor and put in writing their concern within ten (10) working days of the occurrence. Within ten (10) days of the meeting the supervisor will put their decision in writing.
- B. If the supervisor's reply is not satisfactory the employee may request a meeting with the Superintendent/designee to discuss the problem within ten (10) working days of the supervisor's answer. The Superintendent/designee will give a written response within ten (10) days of the meeting.
- C. If the decision of the Superintendent is not satisfactory, the Union may within ten (10) days of receipt of the decision, request the assistance of a state mediator, to be assigned by the MERC to review the grievance and recommend a fair and just settlement. Within fourteen (14) days of the mediator's recommendation, the Board Grievance Committee shall meet with the employee and his/her representative to review the mediator's recommendation and attempt to reach a satisfactory agreement.
- D. If no mutual agreement can be reached within the period named in Paragraph C above, the Union may submit the grievance to arbitration before an impartial arbitrator. The arbitration shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, and that the judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitration shall be shared equally by the Union and the Employer.
- E. The terms days when used shall mean normal working days for the employee (Saturday, Sunday, school breaks and holidays excluded).
- F. The timelines laid out in this article may be extended by written mutual agreement between the superintendent and Union.
- G. No non-probationary bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay and discharge. Any such discipline shall be subject to the Grievance Procedure hereinafter set forth including mediation. The employee must be allowed to respond to the Employer's specific concerns and the detailed grounds for disciplinary action must be presented in writing to the bargaining unit member at the time discipline is imposed.

H. When an employee is given a disciplinary action which is included in his/her personnel file, the employee will be asked to sign the documentation, be provided a copy before it is added to the personnel file. The employee will also have the opportunity to have a written response attached to the documentation in his/her personnel file.

ARTICLE 7 SCHOOL CLOSURE/DISMISSAL

When an Act of God or an Employer directive forces the closing of a school of the Employer, the bargaining unit members shall not report to duty.

If school is canceled after employees have reported for work or after students have reported, employees shall be dismissed thirty (30) minutes after students are dismissed.

Upon notice of a supervisor an employee may be required to work on any day requested, excluding Saturday, Sunday and holidays.

Employees will be paid for time worked only, except that employees shall receive their regular daily wages for six (6) days each year that is declared to be an Act of God day by the Employer provided that the school district receives state aid for such day.

When the school district delays the start of school because of Act of God conditions employees shall be paid their hourly rate of pay for the time delayed in order to maintain their regular daily wages.

ARTICLE 8 WORK YEAR, WORKWEEK, WORKDAY

The Employer will set the work year, days worked and daily times worked for each employee at the beginning of the school year. Every effort will be made to maximize each employee's hours per week. Changes in their assignment during the school year will be given to the employee in writing. An employee who refuses to perform the adjusted schedule will forfeit their position with Vassar Public Schools.

ARTICLE 9 GENERAL WORKING CONDITIONS

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances as needed.

ARTICLE 10 SENIORITY

- A. Seniority is defined as continuous service to the district, within a classification, as of the employee's first day of work, not inclusive of time as a substitute, which is unbroken by resignation, termination or retirement. Seniority shall be frozen and shall not accrue during approved leaves of absence of more than sixty (60) days.
- B. New employees will be on probationary status for ninety (90) work days beginning their first day of work. The discipline or discharge of any probationary employee shall not be subject to the Grievance Procedure.
- C. Bargaining unit members who work in more than one classification in the same pay period accrue seniority in both classifications.
- D. Bargaining unit members who change classification can have their seniority in the classification he/she is leaving frozen for purposes of layoff/recall.
- E. Bargaining unit members with the same seniority date shall have their seniority "tie" broken by a chance lottery system.

ARTICLE 11 VACANCIES, TRANSFERS AND PROMOTIONS

If a vacancy or newly created position becomes available, the following procedure will be followed:

Summer positions shall be considered vacancies under this Article.

- A. The job will be posted by sending a posting to the Union President. At the same time the job may be advertised to the public. The Union President/designee must sign the posting within two (2) working days.
- B. Interested employees may submit a letter of interest and resume. All applicants will be considered.
- C. The Board will post the position for five (5) days.
- D. The Employer reserves the right to hire the person they feel is best for the job.
- E. All newly hired paraprofessionals must become certified within thirty (30) days Of hired as a condition of employment.

ARTICLE 12 REDUCTIONS IN PERSONNEL

If a position is eliminated, the following process will be followed:

- A. For library aides, detention aides, and food service personnel. The least senior in their classification, in the District, will be laid off and remaining positions will be adjusted.
- B. For all other departments, the least senior in their classification in the district, will be laid off and remaining positions in that classification will be adjusted, unless the employee has the necessary seniority and is qualified to perform all tasks of another job within the same classification, as evaluated by the Employer/Supervisor, in another building of the school district.
- C. Bargaining unit members who have frozen seniority in another classification and are laid off in their current classification may bump the least senior employee in their previous classification.
- D. Laid off bargaining unit members shall be recalled in reverse order of layoff via a certified letter to the first available position in their classification for which they are qualified.
- E. Recalled laid off bargaining unit members shall have five (5) days to respond after receipt of the above mentioned certified letter. After five (5) days, the

Employer may fill the position externally. All rights, privileges, and seniority of such laid off employee shall be terminated.

- F. Laid off employees shall have their seniority frozen up to a maximum of two (2) years. Probationary employees who are laid off shall not have recall rights.

ARTICLE 13 SICK AND/OR PERSONAL LEAVE

- A. Employees will be entitled to not more than eleven (11) days paid each year for illness or important personal business which requires the employee's presence during the working day and is of such a nature that it cannot be attended to at a time when the employee is not at his/her regular working hours, subject to the discretion of the Superintendent/designee. .
- B. An application for personal business leave shall be submitted to the Superintendent/designee in writing at least one (1) week in advance (except in the event of an emergency when a shorter notice may be acceptable).
- C. Such personal business leave may also be used for an employee's personal/family illness.
- D. Bargaining unit members who serve Jury Duty shall be paid their full wages for such time. Wages earned from the Court will be reimbursed to the District.

ARTICLE 13b UNPAID LEAVES

- A. 1. Employees, upon written request, may be granted unpaid leaves of absence for up to one (1) year for the following purposes: professional, personal or study.
2. Unpaid leaves shall be granted for military service in conformance with federal and state law.
- B. 1. Employees, upon written request and documentation of need, may be granted unpaid leaves for childbearing and child care for up to one year.

2. The Board reserves the right (to require at its expense and by the Board doctor's examination) to require medical documentation to determine if an unpaid leave of absence is warranted for physical and mental disabilities, if the employee is able to return to work, and if the employee must take an unpaid leave of absence.
- C. Employees making such request shall set forth the following minimal information:
1. Name, date, applicant's signature
 2. Nature of the request
 3. Reason(s) for request and any additional information that could bear on the merits of the requested leave.
 4. Date applicant desires to commence and terminate the unpaid leave of absence.
- D. Leaves of absence without pay, advancement on the salary schedule or benefits for a period not to exceed twelve (12) weeks, unless expressly extended by the Board, shall be granted upon written request from an employee provided the employee meets all the criteria listed in the Family Medical Leave Act.
- E. Employees returning from unpaid leave will be placed in a position equivalent to his/her former position.

ARTICLE 14 COMPENSATION

- A. The wages for employees covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.
- B. Employees will be paid on a bi-weekly schedule.
- C. Bargaining unit members who are asked to substitute shall be compensated at the rate of pay for the position who he/she is substituting if that rate is greater than his/her own. (See Appendix A on page 14). In order to qualify for a certified higher paid position, you must have the certification.

D. Employees who have completed their probationary period shall receive their normal day's pay for the following holidays, even though no work is performed by the employee:

Labor Day
Memorial Day
Thanksgiving Day

D. Employees required to attend mandatory meetings will receive their hourly rate of pay for the time of the meeting. If they are employed in two or more classifications they will receive their highest rate of pay for the meetings.

E. Food service personnel who work special events shall be compensated at 1 ½ times their rate of pay beginning at 4:00 PM until the conclusion of the event. The rate of pay for working on Sunday shall be two (2) times their rate of pay.

F. Employees have the right to use up to six (6) paid personal days per school year during holiday or spring break. An employee's last three (3) personal days cannot be used for this purpose.

ARTICLE 15 SCHOOL IMPROVEMENT

The Employer encourages the employees to participate in all District and building school improvement efforts. Attendance at these meetings will be voluntary and without pay. If a supervisor directs an employee to attend (in writing) they will be paid their regular hourly rate.

ARTICLE 16 BEREAVEMENT LEAVE

Employees shall receive five (5) consecutive scheduled work days with pay in the event of the death in the employee's immediate family. Employees must notify the Superintendent's office in writing for approval of bereavement leave. Pay shall be for the regularly scheduled hours that they work.

The immediate family shall be defined as one of the following relations for either the employee or their spouse:

Spouse
Parent/Step parent
Child/Step Child
Grandparent

Grandchild
Sibling
mother-in-law
father-in-law
sister-in-law
brother-in-law
daughter-in-law
son-in-law
step-parent-in-law
grandparent-in-law

When requested, bereavement days not already granted under this article or in addition to the listed days may be granted at the superintendent's discretion.

ARTICLE 17 EVALUATION

Each employee will be evaluated each year using the attached evaluation form. Evaluations are personal confidential documents and will be delivered by the employee in an envelope.

**ARTICLE 18
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2015, and shall continue in effect until the 30th day of June, 2018.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this 13 day of Oct, 2015.

UNION

EMPLOYER

Michelle Hauge
President

Randall L. Middleton
President

Pamela Quanyo
Secretary

Russell W. Mitchell
Secretary

Date: 13 Oct 15

Date: 13 Oct 15

APPENDIX A

All employees will receive a \$.15 increase to their rate of pay for 2015-16, \$.40 for 2016-17 and \$0.35 for 2017-18.

Step	2015-16	2016-17	2017-18
0	\$8.50	\$8.90	\$9.25
1	\$8.76	\$9.16	\$9.51
2	\$8.94	\$9.34	\$9.69
3	\$9.27	\$9.67	\$10.02

Employees shall be placed on the appropriate step based upon their years of service with the employer.

Additions to an individual’s rate of pay based on position or required qualifications.*

Head Cooks (3)	40¢ per hour
Assistant Head Cook (1)	20¢ per hour
Computer Assistant	40¢ per hour
Library Assistant	40¢ per hour
Certificate Required in Assignment	40¢ per hour
Paraprofessional Certificate Required	40¢ per hour

In the event it is determined appropriate, the parties shall meet and negotiate an additional rate for certain mutually agreed upon special needs student aides.

In addition to employees required to have certification, every paraprofessional who is required to have a paraprofessional certificate to work in a Title Program will receive an additional 40¢ per hour.

* By mutual agreement, the contract will reopen on June 1, 2016 to eliminate the above language regarding additional rate increases for individuals with the express intention of incorporating this into the step schedule and/or an employee's base rate of pay.

The following compensation will be awarded to all personnel covered under this agreement who meet the following criteria:

Following the end of year audit, each employee will receive one hundred (\$100) dollars for each \$50,000 increase in the schools fund Balance as compared to the previous years "end of year" fund Balance audit, up to a maximum amount of five hundred (\$500) dollars. To qualify for this stipend an employee must be currently employed, have worked a minimum of 100 student days, and have averaged 20 hours or more per week during this time. These are one time payments that will be awarded each year for the duration of this contract.

Disclaimer: The following compensation (Appendix A) will be honored for the present school year 2014-2015 but will be revisited when the contract is reopened June 1, 2016.

LONGEVITY

Employees shall be paid the following annual longevity stipend provided they have completed the appropriate number of continuous years of service to the school district.

EFFECTIVE JULY 1, 2003:

<u>BEGINNING</u>	<u>7/1/2009</u>
7 TH YEAR	\$150.00
11 TH YEAR	\$200.00
16 TH YEAR	\$250.00
21 ST YEAR	\$300.00

APPENDIX A 1

Vassar Public Schools
220 Athletic Street
Vassar, MI 48768

Re: EMPLOYEE HEALTH INSURANCE AGREEMENT

I have waived the right to enroll with the Blue Care Network offered by Vassar Public Schools for the 2015-2016 school year.

In accordance with the Affordable Care Act, I was offered health insurance because I have an FTE of one (1) for the hours worked for Vassar Public Schools.

In lieu of taking the health insurance offered, Vassar Public Schools has agreed to pay \$100. Per month for 12 months or until I am no longer employed by Vassar Public Schools.

I understand that if my FTE 1 status changes, the agreement will no longer be offered.

I also understand that I may choose to take the health insurance offered at the next open enrollment period or if a qualifying event occurs.

Employee name (PRINT)

Employee signature

Superintendent signature

EVALUATION INSTRUMENT

PHILOSOPHY/GOAL

Evaluation should serve as a basis for guidance and constructive comment. The goal of an evaluation is to fairly and accurately assess and improve the quality of individual work performance.

The Vassar Board of Education is responsible, by law, for the employment and discharge of all personnel. If a member of the support personnel, after receiving a reasonable degree of assistance fails to perform his/her duties at the expected level, dismissal procedures will be invoked.

To that end, the following guidelines are set forth:

GUIDELINES:

Support personnel should be made fully aware of outcomes, duties, and policies of the district. They should be clearly informed of the evaluation procedure and criteria. Copies of this instrument will be provided for that purpose.

A yearly evaluation will be written for each support personnel's performance. A plan of assistance will be written with the employee for any unsatisfactory areas.

If no evaluation takes place within the school year, that will reflect a satisfactory performance.

The initial evaluation will be completed by the employee's direct supervisor. The direct supervisor may not be a member of the bargaining unit. A second evaluation may be requested by the employee to be completed by administrative personnel from the district within five (5) days. Also, any employee wishing to add written comments to the formal evaluation document may do so within five (5) days of receiving their evaluation document.

**MASTER AGREEMENT
between
and**

VASSAR BOARD OF EDUCATION

VASSAR SUPPORT PERSONNEL

EMPLOYEE'S NAME: _____

BUILDING: _____ **CLASSIFICATION:** _____

DATES OF OBSERVATION: _____

A. <u>WORK HABITS</u>	SATISFACTORY	UNSATISFACTORY	NEEDS IMPROVEMENT	NOT OBSERVED
1. Manages time efficiently.				
2. Follows directions.				
3. Pays attention to detail.				
4. Communication skills.				
5. Shows initiative.				
6. Takes an interest in the work, has an understanding of the work.				
<u>Comments:</u>				
B. <u>RELATIONSHIPS</u>	SATISFACTORY	UNSATISFACTORY	NEEDS IMPROVEMENT	NOT OBSERVED
1. Relates well with staff.				
2. Relates well with students.				
3. Relates well with parents.				
<u>Comments:</u>				

