

# **AGREEMENT**

Between the

**VASSAR PUBLIC SCHOOL DISTRICT**

and

**TEAMSTERS LOCAL UNION NO. 214**

affiliated with the

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**SECRETARIAL AGREEMENT**

**July 1, 2017 – June 30, 2022**

**Vassar Public Schools  
Vassar, Michigan**

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## INTRODUCTION

THIS AGREEMENT, made and entered into, by and between the **Vassar Public School District** located in Vassar, Michigan, party of the first part, and hereinafter termed the "Employer", and **Teamster Local 214**, affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter called the "Union".

WHEREAS: Both parties recognize that strikes, lockouts and other cessations 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/her employees; and of promoting and improving peaceful occupational and economic relations between the parties.

## ARTICLE 1

### RECOGNITION

**Section 1. RECOGNITION:** (a) The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A".

(b) The Employer agrees to respect the above-mentioned classifications and shall not direct or require their employees other than bargaining unit employees to perform recognized work in such classifications, understanding, however, that there are certain tasks which are performed by members of the bargaining unit which are also performed by non-unit members. There are also certain tasks which may be performed by bargaining unit members on a subcontracting or volunteer basis which is not bargaining unit work; for example, calling substitutes, taking Board minutes, working on graduation or millage campaigns, etc. It is not the policy of the Vassar Board of Education to undermine the Union.

**Section 2:** (a) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

(b) Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required under this Agreement to represent all of the employees is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

(c) If any provision of the Article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

**ARTICLE 2**

**SCHEDULE "A"**

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

**ARTICLE 3**

**EXTRA CONTRACT AGREEMENTS**

The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement.

**ARTICLE 4**

**SENIORITY**

**Section 1. NEW EMPLOYEES:** A new employee shall work under the provisions of this Agreement on a trial basis, during which period he/she may be discharged without further recourse; provided however, that the Employer may not discharge or discipline for the purpose of evading or discriminating against Union members. The trial period shall be a maximum of six months. After said trial basis, the employee shall be placed on the regular seniority list. Their seniority shall revert back to their first (1<sup>st</sup>) date of continuous employment.

**Section 2. SENIORITY LIST:** The Employer shall post or provide a list of the employees arranged in order of their seniority.

**Section 3. LAYOFF – RECALL:** (a) Seniority and qualifications shall prevail in the lay-off and rehiring of employees. In the event that a more senior employee is to be laid off, he/she may displace the least senior employee if he/she meets the qualifications of this position. The employee will then be given a forty (40) work day trial period during which the employee must demonstrate the ability to do the job. In the event the employee is judged not to have the ability to do the job, he/she will then be laid off.

(b) In the event of a layoff or recall, an employee shall be given ten (10) calendar days' notice when possible. The employee recalled must respond to such notice within three (3) calendar days after delivery thereof and actually report to work in seven (7) calendar days after delivery thereof, unless mutually agreed to otherwise in writing. In the even the employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement.

**Section 4. LOSS OF SENIORITY:** Seniority shall be lost in any of the following occur:

- (1) Discharge



- (2) Quit
- (3) A layoff equal to seniority to twenty-four (24) months, whichever comes first.
  
- (4) Absence of three (3) days without proper notification to the Employer.
- (5) Failure to return after a recall
- (6) Failure to return after the expiration of a leave.
- (7) Retirement.

## ARTICLE 5

### DISCHARGE, DISCIPLINE AND DISCRIMINATION

**Section 1. DISCHARGE:** The Employer shall not discharge nor suspend any employee without just cause. Verbal warning (which will be recorded in writing) and written warnings will only be considered for twelve months and then removed from the file after twelve (12) months. Time off penalties shall not be considered longer than twelve (12) months. Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his/her discharge or suspension. A request by an employee for investigation as to his/her discharge or suspension must be made by written request to the Employer; and the Union within five (5) days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) calendar days and a decision reached within fifteen (15) calendar days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) calendar-days, the case shall then be taken up as provided for in Article 6 hereof.

**Section 2. UNION ACTIVITIES:** Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

## ARTICLE 6

### GRIEVANCE PROCEDURE

**Section 1.** It is mutually agreed that all grievances arising under and during the terms of this Agreement shall be settled in accordance with the procedures herein provided and that there shall at no time be any strikes, tie-ups or equipment, slowdowns, walk-outs or any other cessation of work, or lockouts.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event that any grievance cannot be settled in this manner, the question may be submitted by either party for arbitration as hereinafter provided.

A grievance shall be defined as a misinterpretation, misapplication or inequitable application of a specific and expressed term of this Agreement. Employees shall have an election of remedies. If an employee elects to seek redress in any other forum, the employee forfeits his/her right to file and/or process a grievance.

**Section 2.** Should any grievances over the alleged interpretation or misapplication of the specific terms of this Agreement occur, these shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

#### **INFORMAL PROCEDURE**

The Employee with a grievance shall first discuss the matter with their supervisor directly, with the objective of resolving the matter informally. It is assumed that most problems can be resolved in this process; however, if the problem is not resolved satisfactorily at this level, the individual will proceed within ten (10) days (of the event giving rise to the grievance) to the formal procedure. Days shall be defined as work days or during the summer when the superintendent's office is open.

#### **FORMAL PROCEDURE**

Step 1. By conference between the aggrieved employee, the Union Steward, and the immediate supervisor. The immediate supervisor shall render his/her decision within ten (10) days of such presentation.

Step 1-A. Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the grievance form provided by the Local Union and present it to the employee's supervisor within ten (10) days of receipt of supervisor's decision as provided for above. Each grievance must cite a contract provision violation and the proposed remedy.

Step 2. Within ten (10) days of the receipt of the grievance, the Superintendent or Assistant Superintendent and/or their designee shall meet with an official or officials of the Union.

Step 3. If the decision in Step 2 is not satisfactory to the Union, the grievance will be presented to the Board of Education or their designee. The grievance must be settled within fifteen (15) days at this step or proceed to the State Mediation Board for mediation.

Step 4. The internal grievance panel for the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. Failure to request arbitration within sixty (60) days after the Step 3 meeting shall conclude the matter and the grievance shall be considered dropped.

The procedures set forth herein may be invoked only by the authorized Union Business Representative or the Employer.

**Section 3.** The Arbitrator shall be a person mutually selected and agreeable, but if none is so selected and agreeable, he/she shall be selected in accordance with the rules of the Federal Mediation and Conciliation Service (FMCS) or Michigan Employment Relations Commission (MERC). Arbitration shall be initiated by sending the request to the Federal Mediation and Conciliation Service (FMCS) or Michigan Employment Relations Commission (MERC) with a copy to the Employer within the time limits set forth above.



**Section 4. POWERS OF THE ARBITRATOR:** The Arbitrator shall have the sole and exclusive power and jurisdiction to determine whether or not the particular grievance, dispute or complaint is arbitrable under the terms of this Agreement.

**Section 5. FEES AND EXPENSES:** The cost of the Arbitrator shall be shared equally by the Employer and the Union.

**Section 6.** Each party shall be responsible for the expenses of witnesses they may call.

**Section 7.** The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days from the date of the conclusion of the hearing. The decision of the Arbitrator will be binding upon all employees, the Employer and the Union.

**Section 8.** Only one (1) grievance at a time, except cases of like nature, may be taken to the same arbitrator, including any questions of arbitrability unless mutually agreed to do otherwise in writing by the parties.

#### **ARTICLE 7**

#### **STEWARDS**

The Employer recognizes the right of the Union to designate a job steward and alternates from the Employer's seniority list. One (1) Steward shall hold top seniority for layoff and rehire purposes.

#### **ARTICLE 8**

#### **UNPAID LEAVE OF ABSENCE**

**Section 1.** Any employee desiring a leave of absence from his/her employment shall request and secure written permission from the Employer with appropriate notice to the Union. The maximum leave of absence shall be for twelve (12) weeks and may be extended for like periods. Permission for extension must be requested and secured in the same manner as provided for above. Employees shall be eligible for leave in accordance with FMLA.

- (a) When an employee returns to work following a leave of absence duly granted by the Administration for any reason, the School Board may require such employee to submit to a physical examination at its expense, to make certain the employee is able to return to work. An employee shall be entitled to retain such seniority rights as he/she may have had prior to employee's leave of absence.

**Section 2.** The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of people affected, in order that there shall be no disruption of the Employer's operations due to lack of available employees.

It is further provided said time off shall not exceed seven (7) working days in one (1) calendar year.

**ARTICLE 9**

**JURY DUTY – LEAVE OF ABSENCE WITH PAY**

Any employee who is off work for jury duty and receiving jury duty pay or fee must sign over to the school district any money received for the service as a juror (not including mileage, meal or lodging), if they wish to receive their full daily wage from the district. Should his/her services not be required for a full day, the employee shall return to complete the remaining portion of his/her normal daily work period. This provision shall apply only for thirty (30) jury duty days in the state court system and sixty (60) jury duty days in the United States Federal Court. Any employee who is off work as a result of a subpoena related to work which was not generated by the employee from actions against the District will be compensated with their full day's pay.

**ARTICLE 10**

**INSPECTION PRIVILEGES**

Authorized agents of the Union shall have access to Employer's establishment if and when permission is required and granted by the Superintendent and/or his/her designee.

**ARTICLE 11**

**POSTING – BULLETIN BOARDS**

**Section 1.** Each employee shall be furnished a copy of this Contract by the Union.

**Section 2. UNION BULLETIN BOARD:** The Employer agrees to provide suitable space for the Union on a bulletin board. Postings by the Union on such boards is to be confined to official business of the Union and other non-controversial Union business.

**ARTICLE 12**

**PAY PERIOD**

**PAYDAY:** All regular employees covered by this Agreement shall be paid in full every two (2) weeks. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

**ARTICLE 13**

**WORKER'S COMPENSATION**

The Employer shall provide Worker's Compensation protection for employees as required by law.



**ARTICLE 14**

**MILITARY SERVICE**

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges provided by the Act.

**ARTICLE 15**

**SEPARABILITY AND SAVINGS CLAUSE**

If any article or section of this Contract or any riders thereto should be held invalid by anybody of law or if compliance with or enforcement of any article or selection should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any rider thereto shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**ARTICLE 16**

**SEPARATION OF EMPLOYMENT**

Upon discharge, the Employer shall pay all money due to the employee. Upon quitting, the Employer shall pay all money due to the employee on the next regular pay day.

**ARTICLE 17**

**EXAMINATIONS AND IDENTIFICATION FEES**

**Section 1.** Physical, mental or other examinations required by the Employer shall be promptly complied with by all employees; provided, however, the Employer shall pay for all such examinations. The Employer shall have no obligation to pay for physical examinations required of new applicants.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Unions expense.

**Section 2.** Employees who are directed by the Employer, as a result of a recommendation of either the Health Department or the doctor of the pupil, to have medical exams or treatment due to being exposed to a school health problem, shall have the expense of such paid by either Worker's Compensation, employees' health insurance or by the Employer if not covered by the aforementioned insurance program.

**ARTICLE 18**

**SCHEDULE "A"**

**MINIMUM WAGE RATES**

<b>SECRETARY</b>	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
0-1 Year	\$ 11.30	\$ 11.30	\$ 11.30	\$ 11.30
After 1 Year	\$ 12.27	\$ 12.27	\$ 12.27	\$ 12.27
After 2 Years	\$ 13.23	\$ 13.23	\$ 13.23	\$ 13.23
After 3 Years	\$ 14.20	\$ 14.20	\$ 14.20	\$ 14.20
After 4 Years	\$ 15.16	\$ 15.16	\$ 15.16	\$ 15.16
After 6 Years	\$ 16.05	\$ 16.13	\$ 16.21	\$ 16.29

<b>SECRETARY</b>	July 1, 2021
0-1 Year	\$ 11.30
After 1 Year	\$ 12.27
After 2 Years	\$ 13.23
After 3 Years	\$ 14.20
After 4 Years	\$ 15.16
After 6 Years	\$ 16.37

***The Parties agree that for the Contract years of 18-19, 19-20, 20-21 and 21-22 there will be wage re-opener.***

The Parties agree that for the Contract years of 17-18, 18-19, 19-20, 20-21, and 21-22 Employees will be provided a \$100 dollars per year retention bonus paid on first pay in September.

**ARTICLE 19**

**REGULAR WORK WEEK**

**Section 1.** The regular work week shall commence on Monday A.M. and end on Friday P.M. The hours worked shall be as determined by the Employer.

**Section 2. OVERTIME:** The employee may select to be compensated by time off for one and one-half (1 1/2) hours off for each (1) hour of overtime.

**Section 3. OVERTIME ASSIGNMENTS:** Overtime assignments shall be first (1<sup>st</sup>) offered to the employee within the office involved, before the Board selects a person to perform such work.

**Section 4.** Employees may elect to have pays distributed over 26 pays. Such election must be made to the district in writing.



**ARTICLE 20**

**YEAR ROUND AND SCHOOL TERM EMPLOYEES**

There shall be employees who work the entire year and there shall be employees who are considered to be school term employees. Such school term employees will work less than fifty two (52) weeks per year, but may work longer than the actual school year. Such school term employees may be called in prior to the start of school and may be required to remain after the school year is finished.

**ARTICLE 21**

**VACATIONS**

**Section 1.** Fifty-two (52) week employees shall be entitled to one (1) paid week of vacation per year after the first (1<sup>st</sup>) year of employment; said employee shall be entitled to two (2) weeks of vacation after the second (2<sup>nd</sup>) year of employment; such employee shall be entitled to three (3) weeks of vacation after the fourth (4<sup>th</sup>) year of employment; and such employee shall be entitled to four (4) weeks of vacation after the fifth (5<sup>th</sup>) year of employment. Vacation periods shall be used at any time during the Christmas, spring and summer recesses and any employee having three (3) or more weeks of vacation may take one (1) week of such vacation during the regular school session with the limitation that only one (1) employee at one (1) time shall receive such vacation. An additional week may be granted at the discretion of the employee's supervisor, based on the District's needs. Allotted vacations must be used during the year they are earned.

**Section 2. AMOUNT OF VACATION PAY:**

- (a) Vacation days are to be paid at the employee's current hourly or weekly rate exclusive of overtime at the time vacations are taken.
- (b) If a holiday should fall within the vacation period, the employee shall be paid an additional day's pay at straight time hourly rates.
- (c) Vacation pay will be paid to the employee at the normal specific payday.

**Section 3. TIME FOR VACATION:**

- (a) Vacation requests shall be granted according to seniority providing that a reasonable amount of notice of request for vacation is given by the employee.
- (b) Any employee who has earned his/her vacation and is separated from his/her employment before taking it, shall be paid the amount earned at the time of separation.
- (c) Paid sick leave shall be considered as time worked in computing vacation pay.

**ARTICLE 22**

**HOLIDAYS**

**Section 1.** Fifty-two (52) week employees shall not be required to work and shall be paid one (1) day's pay at the straight time hourly rate for the following holidays:

New Year's Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving Day
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
Labor Day	New Year's Eve
Monday after Easter	

**Section 2.** School term employees shall not be required to work and shall be paid one (1) day's pay at the straight time hourly rate for the following holidays:

Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Labor Day	Monday after Easter

**Section 3.** When Christmas or New Year's Day falls on Thursday, the employees will receive Friday off with pay as well as the holiday.

**Section 4.** Employees called to work on any of the above-listed holidays shall be paid two (2) times their regular pay in addition to their regular day's pay referred to above.

**Section 5.** In order to be eligible for holiday pay, an employee must work the last scheduled work day prior to such holiday and the first (1<sup>st</sup>) work day following the holiday or be off on a paid sick day or vacation.

**Section 6.** All listed holidays shall be paid regardless of the day on which they fall.

**ARTICLE 23**

**SICK/EMERGENCY LEAVE**

**Section 1.** Fifty-two (52) week employees shall be entitled to thirteen (13) paid days sick leave, to accumulate to ninety (90) days unless the employee terminates before the end of the school year. If employment is terminated for any reason, the sick days used but not yet earned will be pro-rated and reduced from the final pay check.

**Section 2.** School term employees shall be entitled to ten (10) paid days sick leave at the beginning of the year, to accumulate to ninety (90) days, unless the employee terminates before the end of the school year.



If employment is terminated for any reason, the sick days used but not yet earned will be pro-rated and reduced from the final pay check.

**Section 3. SICK LEAVE BANK:** Any days in excess of the ninety (90) day sick leave bank or upon the death or voluntary resignation or retirement of employment for any reason whatsoever, providing that said employee provides the Board with at least a thirty (30) day notice, will be paid their accumulated sick leave at the rate of twenty (\$20.00) dollars per day up to a maximum of eighteen hundred dollars (\$1,800.00).

**Section 4. CALL-IN FOR SICK LEAVE:** An individual requesting a sick leave day due to illness shall call in before his/her shift, inform the supervisor as to the nature of the illness or injury, and put the request in writing when they return to work.

**Section 5. CALL-IN FOR EMERGENCY LEAVE:** An individual requesting an emergency leave day shall call in before his/her shift, inform the supervisor as to the nature of the emergency, and put the request in writing when they return to work.

**Section 6. DOCTOR'S SLIPS:** After three (3) consecutive days of absence; an employee must provide the Employer with a doctor's statement verifying the illness and could not be at work, as required by FMLA.

**Section 7. PRORATION:** An employee that hires in during the school year will have the sick leave pro-rated for the remaining months.

#### **ARTICLE 24**

##### **MEAL PERIOD - BREAK**

Employees shall be entitled to and may take one (1) hour for their lunch period, with thirty (30) minutes of said lunch period paid by the Employer in lieu of the two (2) fifteen (15) minute breaks.

#### **ARTICLE 25**

##### **PERSONAL LEAVE**

Fifty-two (52) week employees shall be entitled to a maximum of five (5) personal business days per year. School-term employees shall be entitled to a maximum of four (4) personal business days per year. Unused personal business days at the end of the year will be added to the sick days. These days are to be used for those situations which cannot be handled outside school hours.

An employee must provide the Employer with at least five (5) days advanced notice for a personal business day, unless otherwise agreed between the employee and his/her Supervisor. Employees may use personal business days in increments of one (1) hour if approved in advanced by the Employer.

#### **ARTICLE 26**

##### **BEREAVEMENT LEAVE**

Employees shall be granted up to five (5) consecutive scheduled work days with pay covering the period from the date of death to, and including the day of, the funeral for the purposes of attending the funeral in the event of a death in the employee's immediate family. Immediate family shall be defined as spouse, mother, father, children, brother, sister, grandmother, grandfather, mother-in-law, father-in-

law, sister-in-law, bother-in-law, daughter-in-law, son-in-law, grandchildren, stepmother, stepfather, or a dependent relative living in the employee's household.

## **ARTICLE 27**

### **ACT OF GOD DAYS**

Employees shall receive pay for the first six (6) Act of God days after which employees may use a full or part of a vacation day, sick day, or personal business day. Employees are responsible to notify the Superintendent's Office of their intent prior to the next pay period. Employees may use a vacation time, sick time, or personal business time for school delays if they do not report.

## **ARTICLE 28**

### **INSURANCE BENEFITS**

**Section 1.** The Board of Education shall have the right to bid or self-insure health insurance each and every year. The specification for such health care shall be the same as those currently provided. The Board of Education shall comply with PA 152 of 2011 and agree to pay up to the hard caps for single, doubles and full family coverage health insurance annually. Unless the boards votes to opt to switch to 80/20 coverage under the law.

Plan B – An amount equivalent to the Board's medical benefit plan cost up to 50% of your current school insurance rate per month shall be contributed on behalf of the employee upon the employee completing application toward other options provided in this contract on the conditions that: (1) If the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The employee shall be eligible for cash in lieu or Plan B.

**Section 2. DENTAL BENEFITS:** The Board of Education will pay the full cost of the dental plan; however, the Board shall have the right to bid or self-insure such dental plan.

**Section 3. LIFE INSURANCE:** The Board of Education shall provide each employee with Fifty Thousand Dollars (\$50,000) of group term life insurance; however, the Board shall have the right to bid or self-insure such life insurance coverage.

**Section 4. VISION COVERAGE:** The Board of Education shall pay the premium of a vision insurance plan. The Board of Education shall have the right to bid or self-insure such vision plan.

**Section 5.** Insurances shall become effective as soon after the Contract is ratified and signed by the parties as possible. Part-time employees received no fringe benefits. Part-time shall be defined as working less than thirty (30) hours per week.



**ARTICLE 29**

**VACANCIES**

Filling of vacancies is a Board prerogative and current employees will be considered, but the final decision shall be made by the Board.

**ARTICLE 30**

**BOARD RIGHTS**

**Section 1.** The Board, on its own behalf and behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and the United States, including, but without limiting the generality of the forgoing, the right:

- (a) To the executive management and administrative control of the school system and the activities of its employees.
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, of their dismissal or demotion; and to promote and transfer all such employees.

**Section 2.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Law and Constitution of the State of Michigan and of the United States.

**Section 3.** The parties agree that this Contract incorporates their full and complete understanding and that any prior oral agreements or practices are suspended by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

**ARTICLE 31**

**NO STRIKE**

The Union and the Board recognize that strike and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, not shall any member take part in any strike, slowdown, or stoppage of work, boycott, picketing, or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.



**ARTICLE 32**

**DRESS CODE**

Administrative offices are expected to operate in a professional manner. Secretaries are to dress in a professional manner. It is recognized, however, that certain work assignments may necessitate the occasional use of more informal wear.

**ARTICLE 33**

**EMPLOYEE EVALUATIONS**

An evaluation instrument, philosophy, and goals will be developed together for approval.

**ARTICLE 34**

**DURATION OF AGREEMENT**

This Contract, unless otherwise specified, shall become effective when ratified and signed by the parties. This Contract shall expire on June 30, 2022.

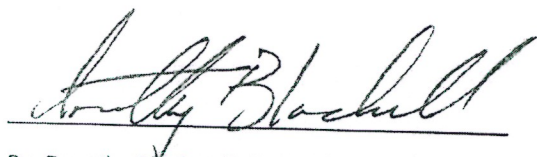
**ARTICLE 35**

**EMERGENCY FINANCIAL MANAGER**

If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

VASSAR PUBLIC SCHOOL DISTRICT

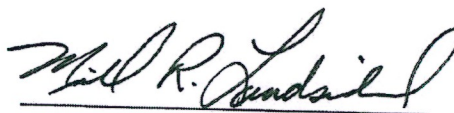


By: Dorothy Blackwell, Superintendent

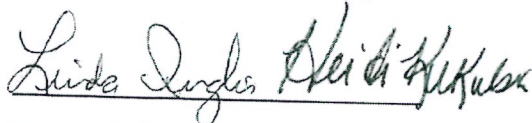
By: \_\_\_\_\_

Dated: 12-11-17

TEAMSTERS LOCAL 214



Michael R. Landsiedel, Business Agent



Linda Inglis, Steward

Dated: 11-30-17 12-5-17

