

AGREEMENT

This Agreement is made this 1st day of July, 2005, by and between the Vandercook Lake Public Schools, hereinafter referred to as the "Employer," and the Jackson County Education Association, MEA/NEA, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, the parties have a mutual obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms, and conditions of employment of the employees described in Article I of this Agreement; and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to confirm.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - RECOGNITION

- A. **Scope.** Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement, for the following described employees of the Employer:

All full-time and regularly scheduled part-time bus drivers, custodial maintenance, food service personnel, secretarial/clerical and aide/para professional personnel and latchkey personnel, excluding two confidential central office secretarial/bookkeeper employees and substitutes.

- B. **Definitions.** The term "employee" when used hereafter in this Agreement shall refer only to members of the bargaining unit. The term "*full-time employee*" shall mean an employee who is regularly scheduled to work at least one thousand four hundred (1400) hours per year, on a permanent basis.

For the purpose of this Agreement, any bargaining unit member working in more than one classification shall have the hours added together for a total number of hours. This total will define whether they are "full-time" or "part-time."

ARTICLE II - ASSOCIATION RIGHTS

- A. **Use of Buildings.** The Association and its members will be granted permission to use school facilities for Association meetings upon approval of the building principal concerned. Such use after school hours will be without charge until 6:00 p.m. on regular school days. Requests for evening or weekend use will

be subject to the approval of the Superintendent of Schools when requested in writing in advance and will be subject to regular scheduling procedures. When such meetings result in added costs to the District, these will be billed to and paid by the Association.

- B. **Use of Equipment.** Subject to administrative approval, the Association may use designated school equipment including typewriters, mimeograph machines, other duplicating equipment, as well as audio-visual equipment, outside of school hours including employees' designated lunch period, when such equipment is not otherwise in use. The Association shall be responsible for such equipment and pay for the actual cost of all materials and supplies incidental to such use.
- C. **Association Activities.** The Association agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity during work hours.

Employees and duly authorized representatives of the Association shall be permitted to transact official Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

There shall be no Association meetings held on Employer property unless authorized by the Employer.

- D. **Bulletin Boards.** The Employer will provide a bulletin board or bulletin board space at the following locations: the three school buildings and the bus barn.

The space may only be used by the Association for posting material relative to Association Business.

- E. **Request for Information.** The Board agrees to make available to the Association in response to reasonable written request, information concerning the financial resources of the District if such information is in a form maintained by the Board, and other information as available under the Freedom on Information Act and PERA.

ARTICLE III - EMPLOYEE RIGHTS AND DISCIPLINE

- A. **Rights.**
1. The private life of an employee is the employee's own affair, unless the employee's conduct should adversely affect his/her relationship with students or the discharge of his/her school related duties.
 2. To the extent prohibited by law, the Employer and the Association agree that for duration of this Agreement, neither shall discriminate against any employee or applicant for employment because of his/her religion, race, color, national origin, age, sex, height, weight, marital status, handicap, or political belief, nor shall the Employer, nor the Association, its agents or members, to the extent prohibited by law, discriminate against any employee or applicant for employment because of his or her membership or non-membership in the Association.
 3. The concept of progressive discipline shall be followed in appropriate cases.

- B. **Employee Discipline.** No employee who has completed his/her probationary period shall be disciplined (verbal or written reprimand, suspension, demotion, or discharge) without just cause. The reasons for disciplinary action will be made available to the bargaining unit member, and upon request of the bargaining unit member, to the Association.

Any action relative to the discipline of an employee for drug/alcohol related incidents shall be subject to Board Policy and the provisions of this Contract.

In the event an employee who has completed his probationary period is suspended from work for disciplinary reasons or is discharged from his/her employment after the date hereof and he/she believes he/she has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Superintendent or his designee at the Step 3 level of the grievance procedure within five (5) days (excluding weekends and holidays) after such discharge or after the start of such suspension.

In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay him/her as may be decided under the grievance procedure, which compensation, if any shall be at the employee's regular rate of pay.

- C. **Representation.** An employee who is being disciplined shall be entitled to have an Association representative present if the employee so requests and an Association representative is reasonably available. The Association representative shall notify his/her immediate supervisor before leaving his/her assigned job to attend the meeting.
- D. **Personnel File.** An employee shall have the right to review the contents of his/her personnel file, excluding initial references, to the extent permitted by law, including the Michigan Employee Right to Know Act. No material of an adverse nature shall be placed in an employee's personnel file unless the employee is given an opportunity to review it and attach a written response.
- E. **Assault.** Any case of assault on an employee during work time shall, at the employee's request, be promptly reported by the Employer to the appropriate police agency. Time lost by an employee to attend proceedings in connection with any such incident shall not be charged against the employee, provided he/she is not guilty of negligence and has exercised due care. The Employer will reimburse an employee for an uninsured loss resulting in damage or destruction of personal property and/or theft incurred in the immediate performance of the employee's duties, provided the employee is not guilty of negligence and has exercised due care. Reimbursement shall not exceed \$100 per incident.

ARTICLE IV - MANAGEMENT RIGHTS

Nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management unless otherwise expressly provided herein, and all management rights are reserved, and the Union hereby recognizes that the Employer has sole responsibility and authority over the matters concerning management and operations of all property, facilities and activities of the Employer not herein specifically modified, including but not limited to making rules and regulations; determining the number and

location or relocation of schools or other facilities or departments, the amount and nature of supervision, and the type and amount of equipment to be used; the right to subcontract; selecting and directing the work force, including the right to hire, fire, demote or suspend; determining the number of hours to be worked, including overtime, and by whom; the right to layoff employees from duty because of lack of work or for other legitimate reasons, and to schedule work; the right to sell, lease or otherwise dispose of school buildings and other facilities; the right to liquidate or to annex all or part of another school district or be annexed by or consolidated with another school district, or take any other action not inconsistent with the specific language of this Agreement. The latchkey program is self-supporting and may be eliminated by the Board.

ARTICLE V - GRIEVANCE PROCEDURE

A. **Definition.** A *grievance* shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

B. **Procedure.**

Step 1. Any employee who believes he/she has a grievance must submit the grievance orally to his immediate supervisor within five (5) days after the employee reasonably should have had knowledge of the grievance. The supervisor shall render his verbal decision within five (5) days after the grievance is submitted.

Step 2. If the grievance is not settled in Step 1, it shall be reduced to writing, state the facts upon which it is based and when they occurred, specify the section of the Agreement which is alleged to have been violated, be signed by the grieving employee and an Association Representative, and be submitted to the immediate supervisor or his designee within fifteen (15) days after the employee reasonably should have had knowledge of the grievance. The supervisor shall make a written reply within five (5) days after receipt of the written grievance.

Step 3. If the grievance is not settled in Step 2, the Association may submit a written request for a meeting with the Superintendent or his designee, which request shall be made within five (5) days after the Association's receipt of the Step 2 decision. The Superintendent or his designee and the Association representative, together with such additional representatives as either party may desire, shall meet and discuss the grievance within five (5) days after the grievance is presented at this step. The Superintendent or his designee shall give a written answer to the Association within five (5) days after the date of such meeting.

Step 4. If the grievance is not settled in Step 3, the Association may within ten (10) days after the Employer's Step 3 decision, appeal the grievance to the Board of Education. The Board of Education will meet to consider the grievance at the next regularly scheduled Board meeting and will give its written decision within ten (10) days of that meeting.

Step 5. If the grievance is not settled in Step 4, the Association may, within ten (10) days after the Employer's Step 4 decision, submit the grievance to binding arbitration in accordance with the American Arbitration Association's Voluntary Labor Arbitration Rules. The arbitrator shall have no authority to alter, add to, subtract from, or disregard the expressed terms of this Agreement or to substitute his/her judgment for that of the Employer or Association as to the reasonableness of the provisions of this Agreement. The

arbitrator shall have no power to rule on an issue excluded from the grievance procedure or arbitration by the terms hereof, to establish salaries or wage schedules different than those provided in this Agreement or to award damages other than back pay. The arbitrator shall also have no authority to interpret law or issue a ruling on a subject where there is a procedure available under law for seeking relief.

The cost of the arbitrator shall be borne by the losing party. An arbitrator's award shall not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based and the arbitrator shall have no power to issue a back pay award for a period to exceed ten (10) days prior to the date the written grievance was filed.

The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

C. **Miscellaneous Conditions.**

1. The time periods of the grievance procedure shall exclude weekends and holidays and may be extended only by mutual agreement between the Employer and the Association. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.
2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
3. Grievances filed as Association grievances shall be initiated at Step 3 of the grievance procedure.
4. A bargaining unit member who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose.

The grievance form is attached as Appendix C.

ARTICLE VI - AGENCY SHOP

- A. In accordance with the terms of this Article, each bargaining unit member that has signed a membership form by October 11, 1989 or any new hire within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association.
- B. **Association Members.** Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- C. **Service Fee Payers.** Bargaining unit members in accordance with Section A, not joining the Association shall pay a service fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political- Ideological Expenditures. The remedies set forth in this

policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

- D. **Non-Payment of Dues or Service Fees.** If a bargaining unit member, in accordance with Section A, does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the Employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the Employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within sixty (60) days of receiving the notification by the Association. The parties agree that the failure of any such bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

- E. **Payroll Deduction.** Upon written authorization by a bargaining unit member or pursuant to Section D, the Employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Monies so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.

- F. **Hold Harmless.** The Association shall indemnify and hold the Employer harmless against any and all claims or liabilities, including unemployment compensations, court costs and attorney fees, that arise out of the Employer's compliance with the provisions of this Article.

ARTICLE VII - SENIORITY

- A. **Definitions.** All employees shall hold dual seniority dates. For certain purposes as specifically set forth herein, "unit seniority" shall be defined as an employee's length of continuous employment with the Employer since his last hiring date. "*Last hiring date*" shall mean the date upon which the employee first reported for work at the instruction of the Employer since which he has not quit, retired or been discharged. For certain other purposes as specifically set forth herein, "*department seniority*" shall be defined as an employee's length of continuous employment with the Employer since his last appointment date. "*Last appointment date*" shall mean the date upon which the employee first reported for work in his department since which he has not quit, retired, or been discharged or permanently transferred to another department. "*Department*" shall mean either (a) custodial/maintenance department, (b) food service department, (c) secretarial/clerical department, (d) aide/para-professional department, (e) transportation department or (f) latchkey department. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence or vacations, but employees shall not accrue unit or department seniority during unpaid leaves of absence after thirty (30) calendar days or during layoff.

An employee shall hold departmental seniority for each department in which the employee is currently working. Employees who change departments shall hold inactive seniority in their previously assigned department. Inactive seniority shall only be used for the purpose of layoff and recall.

- B. **Probationary Period.** All new employees shall be probationary employees until they have completed forty-five (45) working days of service, exclusive of any unpaid leaves or layoffs. Days worked as a substitute may count toward the forty-five days. Prior to being hired, the Employee and the Administration shall determine and mutually agree to the number of days as a substitute that count. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him for regular employee status. During the probationary period, the employee shall be represented by the Association for all purposes, except the employee shall have no seniority status and the termination of such employee shall not be subject to the grievance procedure. Upon the successful conclusion of his/her probationary period, the employee's name shall be added to the seniority list as of his last hiring date.
- C. **Seniority List.** The Employer will maintain an up-to-date seniority list showing the seniority of each employee. A copy of the seniority list will be posted on the appropriate bulletin boards each twelve (12) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, or same last appointment date, their position on the seniority list shall be determined by casting lots. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- D. **Termination of Seniority.** An employee's seniority and employment shall terminate:
1. If he or she quits, retires, or is discharged;
 2. If, following a layoff, he or she fails or refuses to return to work on the date specified in the recall notice unless he/she presents an excuse acceptable to the Employer;
 3. If he/she is laid off for a period of time equal to their accumulated seniority at the time of layoff or two (2) years whichever is shorter.
 4. If he/she is absent from work for two (2) consecutive working days without notifying the Employer, unless he/she presents an excuse acceptable to the Employer.
- E. **Transfers Outside the Bargaining Unit.** When a bargaining unit employee is promoted or transferred by the Employer to a job with the Employer outside the bargaining unit, the employee shall cease to accrue seniority and shall lose all accrued seniority if he/she is not returned to the bargaining unit within six (6) months.

ARTICLE VIII - JOB DESCRIPTIONS

- A. **Job Description and Classification.** The Employer shall develop a job description for each classification with input from employees within each classification and provide a copy to the Association. If an employee has a problem with his/her job description, he/she shall discuss that problem with his/her immediate supervisor. If the employee is not satisfied he/she shall request a meeting with the Supervisor and the Building Principal. If the employee is still not satisfied, he/she shall reduce the problem to writing, sign it and return it to the Supervisor. The Supervisor shall forward the written problem to the Building

Principal who shall forward it to the Assistant Superintendent, who shall investigate and act on the problem. The descriptions will include as a minimum:

- (a) Job Title and Description.
- (b) Qualifications
- (c) Tasks and responsibilities.

Evaluations of bargaining unit members' work performance shall be based in part, on said job descriptions.

The Employer shall provide a copy of the job description to each employee at the beginning of each school year.

ARTICLE IX - EXTRA WORK

The normal work hours of school year employees shall not include any summer work. The use of young adults in any Summer Youth Program shall not result in the layoff or reduction of hours of regular employees. Extra summer work, other than Youth Programs, will be offered to bargaining unit members on the basis of seniority and qualifications within the appropriate classifications. If no employee within the classification takes the summer work, it shall be offered to any other qualified employees, as determined by the Employer and such determination shall be final, on the basis of seniority. The Employer shall notify bargaining unit members of available summer work. Any member interested will leave their name with the office before the summer starts.

The number of "summer work" hours worked by an employee will not count in the total when determining whether an employee is part-time or full-time.

Nothing herein shall prohibit the use of parents and other volunteers to perform bargaining unit work consistent with past practice.

ARTICLE X - VACANCIES AND TRANSFERS

A. **Definition of Vacancy.** A vacancy shall be defined as a newly created position or a present position that is not filled. A position that is totally eliminated shall not be considered a vacancy. Any position being filled by a substitute for a period in excess of ninety (90) calendar days, shall be considered a vacancy.

B. **Posting.** All vacancies shall be posted in a conspicuous place in each building of the school district for a period of five (5) work days. Each position shall contain the following information:

- (a) Classification;
- (b) Type of work;
- (c) Rate of pay;
- (d) Special qualifications, if any.

Copies of postings will be sent to the local Association President prior to posting period. A posted position may be filled on a temporary basis until it is filled.

- C. **Filling Vacancies.** In filling vacancies the Employer shall give due weight to the qualification and seniority of all applicants, and other relevant factors provided, however, where the qualification of two or more applicants are essentially equal as determined by the Employer, preference shall be given to the senior applicant. The decision of the Employer as to the filling of vacancies shall, however, be final.
- D. **Notification.** The Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant from the bargaining unit shall be so notified in writing with a copy provided to the Association.
- E. **Trial Period.** In the event of a transfer or promotion to a new classification, the trial period shall be up to fifteen (15) working days. The trial period is not a training period, but is for the purpose of giving the employee an opportunity to show his/her ability to perform the new job. During the trial period the Employer shall have the right to retransfer the employee if he/she does not have the ability to perform the job and the employee shall have the right to revert to his/her former classification. The Employer will give the promoted or transferred employee reasonable assistance in performing up to Employer standards on the new job.
- F. **Temporary Transfers.** The Employer shall have the right to transfer employees irrespective of their seniority status from one job classification to another within a department to cover for employees who are absent from work due to illness, accident, vacations, and to fill temporary jobs or temporary vacancies or to take care of unusual conditions or situations which may arise. An employee so transferred shall be paid his/her regular rate for the first five (5) consecutive days after which he/she will be paid his/her regular rate or the regular rate for the classification whichever is greater.

ARTICLE XI - WORKING CONDITIONS

- A. **Unsafe or Hazardous 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. The Employer shall provide adequate rest areas, lounges and restrooms for bargaining unit members use. Facilities existing at the time of ratification of this Agreement are considered to be adequate.
- B. **Student Discipline.** The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students. The Employer or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations. All employees shall observe rules respecting corporal punishment of students as required by law.

C. **Supervisors.** Employees shall be informed of the following at the beginning of each school year or when a change is to occur:

1. Their immediate supervisor;
2. The person they should notify in case of illness, accident, etc; and
3. The person in charge of the employee's work area or building when the employee's immediate supervisor is physically absent from such work area or building.

D. **Work Week.** The normal work week shall consist of up to forty (40) hours per week. However nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week.

E. **Workday.**

1. The minimum call-in time for emergency situations shall be two (2) hours of pay.
2. All bargaining unit members who work 7.5 hours or more per day will be entitled to two (2) fifteen (15) minute relief times and all bargaining unit members who work four or more consecutive hours may receive one (1) fifteen (15) minute relief time. Bargaining unit members working overtime will be entitled to an additional fifteen (15) minute relief time for every four (4) consecutive hours worked.
3. Latchkey employees may take a break not to exceed fifteen (15) minutes if there is someone supervising the students.

F. **Overtime.**

1. Overtime shall be divided among bargaining unit members within the classification in their building on a rotating basis beginning with the most senior based on unit seniority.

When all employees of the affected building have been offered the overtime and declined, the overtime shall be offered to other members of the bargaining unit within the classification according to unit seniority.

If all employees decline the overtime, the Employer may assign it to the least senior employee within the classification.

2. **Time and One-Half and Double Time:**

- a. Time and one-half will be paid for all hours over forty (40) hours in one (1) week and for all hours worked on Sunday.
- b. Double time will be paid for all hours worked on holidays. For calculation purposes, hourly pay received for work on a paid holiday shall equate to three times the regular hourly rate.

c. Employees who work overtime may be granted compensatory time off, instead of overtime pay, to the extent permitted by law.

G. **Substitutes.** The Board shall provide substitutes as required by the absence of a regular bargaining unit member; however, long term substitutes (more than two (2) weeks) shall not be placed to perform the work of an absent regular bargaining unit member until other bargaining unit members regularly assigned to the classification have been offered the work by seniority within a building. A long term substitute shall only perform the work in a position that remains after regular bargaining unit members have been shifted to perform the work of an absent bargaining unit member.

H. **Act of God.** Nothing in this Agreement shall require the Employer to keep offices/buildings open in the event of inclement weather, or when otherwise prevented by an Act of God, or an event that causes the closing of schools. When the schools are closed to students, due to the above conditions, bargaining unit members shall not be required to report to their job assignments and shall suffer no loss of salary. Custodial/maintenance employees shall be required to report to their job assignments if such employees are needed as determined by the Employer. Act of God days may be made up with no additional compensation to a minimum of One Hundred Eighty (180) days of student instruction. However, custodial/maintenance employees shall be required to report to their job assignments when conditions permit if such employees are needed as determined by the Employer.

I. **Miscellaneous.**

1. The Employer shall provide for each employee such protective devices and equipment as necessary for the safe performance of work.

2. All time clocks will reflect actual correct time.

3. Bargaining unit members involved in recess supervision shall have input on recess rules.

J. **Bus Information.** Bus Information for drivers covered by this Agreement is set forth in Appendix B which is attached to and incorporated in this Agreement.

ARTICLE XII - LAYOFF AND RECALL

A. **Definition of Layoff.** For purposes of this provision, a “*layoff*” shall be defined as a reduction in the work force as determined by the Employer.

B. **Notice of Layoff.** No employee shall be laid off unless the employee shall have been notified of the layoff at least thirty (30) calendar days prior to the effective date of the layoff. An employee may be temporarily laid off in the event of a strike by other employees without advance notice.

C. **Layoff Procedure.** In the event of a layoff, the Employer shall first lay off probationary employees in the affected classification. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified and have the ability to perform the work of the vacant or newly created position. In the event further layoffs beyond probationary are necessary, employees with seniority

in the affected classifications shall be laid off in the inverse order of their departmental seniority. Any laid off employee with seniority shall have the right to exercise his/her seniority to bump the least senior employee in any other lower classification within his/her department having less departmental seniority, provided the senior employee is qualified and has the ability to perform the work of the classification. An employee must exercise his/her right to bump by written notice to the Superintendent or his designee within three (3) work days after receipt of a layoff notice.

Laid-off employees who hold seniority in a department other than the department from which they are laid off may, at the option of the employee, displace the least senior employee in their former or lower classification in that other department provided that the laid off employee has more department seniority than the employee being displaced and is qualified and has the ability to perform the work. If an employee has seniority in two or more other departments, the employee may use seniority in only one of the departments as selected by the employee.

- D. **Reduction in Work Hours.** In the event of a permanent reduction in the work hours within a classification, an employee may claim seniority over another employee in the classification for the purpose of working the hours of the least senior employee, provided he/she has greater departmental seniority than the other employee. In no case shall a permanent reduction of any employee's work hours take effect until the Employer gives at least five (5) work days written notice to the affected employee. An employee must exercise his/her seniority rights under this section by written notice to the Superintendent or designee within three (3) work days after receipt of a reduction in hours notice.

If hours are reinstated to a position within five (5) years, the employer shall consider offering the position to the employee who previously held the position, but moved to another position within the classification as provided above, to maintain hours.

- E. **Substitute Priority.** A laid off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her departmental seniority, provided the laid off employee has the qualifications and ability to perform the work. A laid off employee who repeatedly refuses substitute work may be removed from the substitute list. Due to job acclamation in the food service and custodial maintenance departments, the Employer may, however, use established substitutes for immediate short-term work needs of non-extended duration.
- F. **Recall.** When the work force is increased after a layoff, employees will be recalled by classification based on department seniority, with the most senior employee being recalled first, provided the employee has the qualifications and ability to perform the work. An employee who is required to accept recall to a classification other than the classification held when laid off, shall have the right to fill the first vacancy in his/her former classification.
- G. **Notice of Recall.** Notices of recall of employees on permanent layoff shall be sent by certified or registered mail to the last known address as shown on the Employer'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 Employer notified as to his/her current mailing address. An employee on layoff shall be given at least five (5) work days from receipt of notice to report to work, and an employee on temporary layoff shall be given at least twenty-four (24) hours from receipt of notice, written or verbal to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five (5) day or twenty-four (24) hour period.

ARTICLE XIII - LEAVES OF ABSENCE - PAID

- A. **Paid Sick Leave.** Full time employees shall receive twelve (12) days. The total number of sick leave days may be accumulated to a total of two hundred (200). A record of accumulated sick leave days will be furnished to each employee no later than October 15 of each school year. All new hires shall have sick leave prorated on the basis of one (1) sick day per month equal to the number of months to work prior to July 1. Employees shall retain all sick days accumulated to date.
- B. **Immediate Family.** Full time employees shall be allowed up to five (5) days per year with pay charged against sick leave time for serious illness in the immediate family (spouse, children, mother, father, of the employee and spouse.)
- C. **Funeral Leave.** Employees shall be allowed up to three (3) days per occurrence for a death in the immediate family (as defined in Section B plus brothers, sisters, grandparents and grandchildren) with pay not charged against sick leave time.

Two (2) additional days may be used by full time employees for deaths or funerals outside a radius of two hundred (200) miles. The additional days shall be charged against sick leave time.

Employees may use up to three (3) days a year of the accumulated sick leave allowance for attendance at the funeral services of persons whose relationship to the employee warrants such attendance.

- D. **Workers Compensation Supplement.** Any employee who is absent because of an injury or disease compensated under the Michigan Worker's Compensation Law shall receive from the Employer the difference between the Worker's Compensation payment prescribed by law and the employee's regular salary to the extent and until such time as the employee shall have used up any so-called "sick-pay" provided in Section A. However, the employee shall have the right to choose to collect only the Worker's Compensation benefit and not have any days deducted from accumulated sick leave.
- E. **Personal Business Leave.** Full time employees may use two days a year for personal business. One (1) day is in addition to the sick leave and the other shall be charged against the sick leave. The purpose of this leave is to relieve employees of financial hardship in situations over which they have no control.

An application stating the nature of the business must be submitted in writing to the Superintendent of Schools at least one week in advance (except in the event of an emergency).

A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year unless approved by the Superintendent prior to the leave.

Paid personal business days for the pursuit of outside business interests of a profit making nature of the employee or vocational activities of his/her family shall not be allowed.

All part time employees completing the school year will receive eight (8) days pay for any reason. This pay shall be included in their final paycheck in June of each year. Any new hire shall have the days

prorated on the basis of the number of months worked prior to the close of the school year, divided by twelve (12) and multiplied by eight (8). Any fifty-two (52) week part time employee shall receive an additional two (2) days pay for the additional time worked.

- F. **Jury Duty.** A leave of absence may be granted an employee called for jury duty. The Employer shall pay an amount equal to the difference between the employee's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the employee reports for or performs jury duty and on which he otherwise would have been scheduled to work, provided that the employee cooperates with the Administration in seeking to be excused from such service.
- G. **Witness Pay.** A leave of absence with pay not charged against leave time shall be granted for court appearances as a witness in any case connected with an employee's employment or whenever the employee is subpoenaed to attend any court proceeding relating to his employment or the Employer, provided there is no criminal act or gross negligence on the part of the employee, and provided further, that the court proceeding is not one in which the employee or the Association is an adverse party to the Employer. The employee shall reimburse the Employer any witness fee the employee receives for testifying.
- H. **Association Leave.** The Employer shall grant the Association ten (10) paid leave days per year for Association use. The Association shall reimburse the District for the actual wages of the employee. The Association shall give at least forty eight (48) hours advance notice to the Superintendent or designee. No more than two (2) employees shall be on Association leave at the same time.
- I. **Retirement or Resignation.** Should a full time employee with fifteen (15) or more years of service in the Vandercook Lake Public Schools retire or resign from the District, he/she shall receive an amount equal to \$40 for each day of accumulated but unused sick leave as of the date of retirement or resignation.

ARTICLE XIV - LEAVES OF ABSENCE -- UNPAID

The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act.

- A. **Leave Conditions.** Unless otherwise indicated, the following conditions shall apply to extended leaves of absence:
1. Requests for leaves shall be in writing and submitted to the Superintendent.
 2. Eligibility shall be based on a minimum of two (2) years continuous employment by the Employer. (Except for Military Leave, Extended Illness, and Child Care Leave.)
 3. All extended leaves shall be limited to one year. Further extensions may be granted at the will of the Board.
 4. Salary increments shall not accrue, unless provided otherwise.

5. Sick leave days shall not accrue , but unused sick leave days held at the start of the leave shall be reinstated.
 6. The employee will receive a reply no more than one (1) week following the next regularly scheduled Board meeting. The employee will provide all necessary information to the Superintendent one (1) week prior to the said regularly scheduled Board meeting.
- B. **Military Leave.** A leave of absence without pay shall be granted an employee who is inducted or enlists for one period of enlistment in any branch of the armed forces of the United States. Reinstatement upon completion of service shall be in accordance with the requirements of the applicable laws of the United States and of Michigan, according to Act 145 of 1943, as amended.
- C. **Extended Illness.** Any employee whose personal illness extends beyond the period compensated will be given a leave of absence without pay or increment for such time as necessary for complete recovery to a maximum of one year. Further extensions may be granted at the will of the Board.
- D. **Child Care Leave.** An unpaid leave of up to one year shall be granted to an employee following the birth or adoption of a child.
- E. **Return From Leave of Absence.** An employee wishing to return to the Vandercook Lake Schools after an extended leave of absence, must request in writing to the Superintendent, such re-employment not later than thirty (30) calendar days prior to the termination of his/her leave. Failure to comply with this provision shall be construed as resignation. Upon return from an approved leave of absence of ninety (90) days or less, the Employer will return the employee to his/her former position or to an assignment comparable to that held by the employee before going on leave. Upon return from an approved leave of absence of more than ninety (90) days, the Employer will return the employee to the same position or an assignment comparable to that held by the employee before going on leave if there is a vacancy for which the employee is qualified.
- F. **Salary Provisions on Return from Leave of Absence.** If the salary schedule has changed during an employee's leave of absence, his basic salary shall be changed according to the employee's service record. Except as specified in this Article, no increments on the salary scale shall be allowed for the period of leave.
- G. **Other Unpaid Leaves.** A leave of absence without pay for other reasons than cited above may be granted by the Employer upon written request of an employee.
- H. **Family and Medical Leave.** The Employer shall comply with the provisions of the Family and Medical Leave Act (FMLA) of 1993.

ARTICLE XV - HOLIDAYS AND VACATIONS

A. **Holidays.** Each full time employee shall have the following days off with pay:

Labor Day	New Year's Day
Thanksgiving	Good Friday*
Day after Thanksgiving	Memorial Day
Christmas Eve	July 4
Christmas Day	New Year's Eve

provided the employee is scheduled to work the next work day following the holiday.

*In lieu of the Good Friday holiday, employees will be paid for the Friday and Monday of the mid-winter break, if scheduled.

A personal business or a vacation day may be used for Good Friday. Employees shall also have the option of working on Good Friday if they choose not to use the aforementioned paid days.

All other bargaining unit members shall have the following days off with pay:

Labor Day
Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Day
Good Friday
Memorial Day

provided the employee is scheduled to work the next work day following the holiday.

Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

To be eligible for holiday pay an employee must work his or her scheduled workday before and after the holiday.

B. **Vacations.** Each full time fifty two (52) week employee shall receive paid vacation time. All requests for vacation shall be subject to advance approval by the Superintendent or designee. An employee may take their vacation any time during the year, subject to the approval as cited above.

Vacation time may be accumulated from year-to-year up to a maximum of one year carryover. Vacation time shall be computed as of each July 1.

After Completion of:

- 1 year - 5 days (for each year up to 4 years)
- 4 years - 10 days (for each year up to 9 years)
- 9 years - 15 days (for each year up to 19 years)
- 19 years - 20 days (for each year thereafter)

As of July 1 following an employees hiring, an amount of vacation equal to the number of months worked, divided by twelve (12), then multiplied by five (5), will be granted.

ARTICLE XVI - COMPENSATION

- A. The wages for employees covered by this Agreement are set forth in Appendix A which is attached to an incorporated in this Agreement.
- B. The probationary rate shall be 90% of the rate for the classification the employee is hired into.
- C. **Pays.** All extended school year employees shall have the option of taking pay in twenty-six (26) pays.
- D. **Unused Sick Days.** Any employee retiring from the District in accordance with the State of Michigan Retirement Program shall be compensated forty (\$40.00) dollars a day for each accumulated day of unused sick leave.
- E. **Fringe Benefits.** The Employer shall provide without cost to the full time employee, Plan A as presented below. Any full time employee not electing Plan A will be provided Plan B and \$35.00 a month to be used for a Tax Sheltered Annuity of their choice selected from one of five tax sheltered annuities approved by the Employer.

PLAN A:

Health	MESSA Choices II With \$5/\$10 Prescription
Long Term Disability	66 2/3% 90 Calendar Days Modified Fill Pre-Existing Condition Waiver Freeze on Offsets Alcoholism/Drug – 2 year Limitation Mental/Nervous – 2 year Limitation

Negotiated Life \$25,000 AD & D

Vision VSP-2

Dental 80/80/80: \$800

Beginning July 2006:

All employees receiving Plan A shall contribute fifteen dollars (\$15.00) per pay toward the premium.

PLAN B:

Long Term Disability Same as above

Negotiated Life \$30,000 AD & D

Vision VSP-3

Dental 80/80/80: \$800

Thirty-five Dollars (\$35.00) cash in lieu of insurance monthly.

- F. **Personal Mileage.** Any bargaining unit member that is required to use their own personal vehicle for school business will be reimbursed at current rate paid to other school employees.
- G. An employee working on a regular basis in more than one classification shall be paid on the scale of each classification in which he/she works.

ARTICLE XVII - EVALUATIONS

A. **Procedures.**

1. Each employee shall be evaluated by his/her immediate supervisor at least annually.
2. Each employee, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. An employee shall not be evaluated based on work performed outside the employee's classification.
3. All evaluations shall be reduced to writing and shall be kept in the employee's personnel file. A copy will be given to the employee.
4. An Employee may submit a written response which shall be attached to the file copy of the evaluation in question.

5. Each bargaining unit member's evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this Employee is as follows:

B. **Grievances.** A violation of the foregoing evaluation procedure may be the subject of a grievance, but the content of said evaluation shall not be grievable. Any discipline which results from an adverse evaluation is subject to the grievance procedure.

ARTICLE XVIII - NEGOTIATIONS PROCEDURES

A. **Association Bargaining Team.** Employees covered by this Agreement will be represented in negotiations by not more than six (6) negotiating committee members from the bargaining unit and such other Association representatives as the Association shall determine. All bargaining by the parties shall occur during non-working hours unless the parties mutually agree to bargain during the work day. The parties agree to enter into negotiations on a new Agreement on wages, hours and other conditions of employment at least thirty (30) and not more than ninety (90) days prior to the expiration of this Agreement.

B. **Negotiations.** 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 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 Employer 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 not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. **Final Agreements.** There shall be two signed copies of any final Agreement. One (1) copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be printed at the expense of both parties equally within sixty (60) days after the Agreement is signed and presented to all bargaining unit employees now employed or hereafter employed by the Employer. In addition, the Employer shall provide the Association thirty (30) copies of the Agreement without charge to the Association. All school district personnel policies or any changes in said policies shall be distributed to all bargaining unit members within thirty days of the commencement of this contract or upon employment.

ARTICLE XIX - ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT

During the life of this Agreement, if annexation, consolidation, or reorganization with one (1) or more districts in whole or in part is to take place, the Board agrees to notify the Association in advance so that the Association may negotiate the effect of such change upon its members prior to such annexation, consolidation, or reorganization taking place.

ARTICLE XX - GENERAL

- A. **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 remain in full force and effect. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.
- B. **Entire Agreement.** No agreement, practice, or understanding contrary to this collective bargaining Agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. This Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices, and arrangements heretofore existing.

ARTICLE XXI - SCHOOL IMPROVEMENT AND LEAST RESTRICTIVE/MEDICALLY FRAGILE

The parties agree that the topics of School Improvement and Least Restrictive Environment/Medically Fragile are of interest to both the Vandercook Lake Public Schools and the Jackson County Education Association. The parties therefore agree to the following language:

1. **School Improvement.** Participation, outside the normal employee work day, on any school improvement committee established as a result of P.A. 25 (1990) shall be voluntary. School Improvement committee decisions that require a deviation from the Collective Bargaining Agreement will be permitted only after a properly executed Letter of Agreement between the JCEA and the Board.
2. **Least Restrictive Environment/Medically Fragile.** The Vandercook Lake Public Schools shall inform, consult with and provide needed training for any employee in any situation that arises due to Least Restrictive Environment or Medically Fragile. It is in the interest of both parties to jointly establish and implement procedures, guidelines and worker's conditions to promote the quality of education for special students enrolled in the Vandercook Lake Public Schools as a result of Least Restrictive Environment/Medically Fragile initiative. In the event problems arise, both parties agree to work cooperatively and bargain to find a solution to the problem. In no case shall the Vandercook Lake Public Schools be prevented from fulfilling the requirements of law.

ARTICLE XXII - DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2005, and shall continue in effect until the 30th day of June, 2007.

Jackson County Education Assn.

Vandercook Lake Board of Education

By: _____
Pamela Schultz, President

By: _____
Randall Treacher, President

By: _____
Lisa Hendershott-Kraetzer, Secretary

By: _____
Delinda Woods, Secretary

APPENDIX A
COMPENSATION

2005-2006

	Step 1 0 to 5 Yrs.	Step 2 5 to 10 Yrs.	Step 3 10 & Over
Custodial/Maintenance			
Lead Custodian	11.44	11.72	12.01
Custodial	10.63	10.88	11.16
Utility	10.27	10.52	10.76
Transportation			
Bus Driver	12.26	12.61	12.96
Career Center (4 Total)	6.47	6.64	6.83
Bus Aide	8.97	9.21	9.47
Aides			
** Classroom Assistant	10.26	10.56	10.85
Playground/Cr. Gd./Lunchroom	8.97	9.21	9.47
MSRP	11.10		
Secretarial/Clerk			
School Secretary	12.20	12.55	12.88
Secretary/Clerk	11.19	11.46	11.75
Secretary/Data Pro	13.02	13.08	13.58
Clerk	11.19	11.46	11.75
Food Service			
Cook/Baker	10.26	10.56	10.84
Server	8.87	9.21	9.47
Latchkey			
Supervisory	9.23	9.52	9.80
Aide	9.04	9.32	9.60

All previously grandpersoned employees shall remain grandpersoned.

APPENDIX A
COMPENSATION

2006-2007

	Step 1 0 to 5 Yrs.	Step 2 5 to 10 Yrs.	Step 3 10 & Over
Custodial/Maintenance			
Lead Custodian	11.92	12.21	12.51
Custodial	11.10	11.35	11.64
Utility	10.73	10.99	11.23
Transportation			
Bus Driver	12.50	12.86	13.22
Career Center (4 Total)	6.60	6.77	6.97
Bus Aide	9.15	9.39	9.66
Aides			
** Classroom Assistant	10.47	10.77	11.07
Playground/Cr.	9.14	9.39	9.66
Gd./Lunchroom			
MSRP	11.32		
Secretarial/Clerk			
School Secretary	12.44	12.80	13.14
Secretary/Clerk	11.41	11.69	11.99
Secretary/Data Pro	13.28	13.34	13.85
Clerk	11.41	11.69	11.99
Food Service			
Cook/Baker	10.47	10.77	11.06
Server	9.05	9.39	9.66
Latchkey			
Supervisory	9.41	9.71	10.00
Aide	9.22	9.51	9.79

All previously grandpersoned employees shall remain grandpersoned.

APPENDIX B
BUS INFORMATION

A. **Definitions.**

1. **Bus Runs.** A single regular run shall consist of the pick-up and delivery of elementary and secondary pupils on different time schedules before and after school along an established bus route, as determined by the Employer. A single half run shall consist of the pick up and delivery of pupils to or from the Career Center.
2. **Extra Trips.** An extra trip is any trip not along established routes.
3. **Emergency Run.** An emergency run is any unexpected bus run or extra trip due to weather or other conditions beyond the control of the Employer, including the unexpected unavailability of the scheduled driver for such trip due to illness or any other reason.

B. **Bid Procedure.**

1. All new runs, or vacant runs, will be placed for bid and will be filled on the basis of classification seniority. Those new runs or vacant runs available prior to each school year shall be bid during the two week period before the start of school. Such postings will be mailed to each driver within the first two days of the two week bidding period.
2. Drivers who are interested shall so indicate by submitting a bid for the assignment during the two week bidding period. Assignments shall be awarded on the basis of seniority. Assignments, as made by seniority in the above procedure, will be given out at a meeting scheduled before school starts.
3. The Employer may revise, modify or eliminate bus run assignments at any time. In the event of a substantial change in an assignment during the school year, the affected bus run assignments shall be re-bid.

C. **Extra Trips.**

1. A schedule of extra trips, as planned by the Employer for each 9 week period, will be publicized. Drivers will be assigned extra trips, scheduled and unscheduled, in rotation based on seniority. However, if an extra trip conflicts with a regular bus run, the regular run shall be made by the assigned driver unless the Employer agrees to a different arrangement. If an extra trip is planned by a class or group and a teacher or sponsor of the class or group is a qualified driver, he/she may receive preference in making the extra trip as determined by the Employer.
2. Extra trips may be traded among drivers if the bus supervisor is given advance notice of the trade. If a driver is unable to take the prescheduled trip or trade the trip, the driver must turn the trip into the bus supervisor, and all such trips turned in will be treated as an extra run on the rotation list.

3. If an extra trip is canceled and rescheduled, the driver will be given the rescheduled trip if available to drive.
4. Consistent with prior practice qualified volunteers, coaches and parents may be used to transport teams, cheerleaders and others to athletic practice sessions and contests, as scheduled by the Employer. To promote efficiency, series and group scheduling may be arranged by the Employer. Drivers may bid to work a series or group of runs to athletic contests, however, the decision of the Employer in making such an assignment shall be final.
5. Extra trips in the summer will be offered to the drivers in rotation beginning with the most senior.
6. If all bargaining unit members refuse an extra trip, the Employer may assign the trip to the least senior driver within the bargaining unit.
7. Bus drivers will be paid for meals upon submission of receipts not to exceed four dollars and twelve cents (\$4.12) for breakfast; five dollars and twenty-seven cents (\$5.27) for lunch; six dollars and forty-three cents (\$6.43) for dinner if the trip exceeds four (4) hours and includes a regular meal hour.
8. The rate for extra trips shall be nine dollars and fourteen cents (\$9.14); and a minimum three (3) hours of pay for trips outside school hours.

D. **Miscellaneous.**

1. Drivers shall be notified as promptly as feasible prior to the extra trip for which they are assigned.
2. Drivers will be paid only for runs and trips made.
3. On all extra trips, the driver will be paid the extra trip hourly rate from the time they are required to arrive for bus preparation to the time they return to school.
4. Drivers will be reimbursed the cost of a chauffeurs license or any other license required by law to drive a bus.
5. The Employer will reimburse the driver for the cost of physicals as required by State regulations, provided the examination is administered by a physician designated by the Employer.
6. The Employer shall pay the tuition or registration fees for any bus driver training required by the Employer plus eighteen dollars and eighty-nine cents (\$18.89) per day per diem.

- 1. Superintendent
- 2. Principal (in duplicate)
- 3. Association
- 4. Teacher

APPENDIX C
GRIEVANCE REPORT FORM

Grievance # _____

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

STEP 1 Informal Level Completed: _____ **Date:** _____
Initialed Board Initialed Association

STEP 2

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance (including contract provisions applicable): _____

2. Relief Sought: _____

Assn. Representative Signature

Grievant Signature

Date

C. Disposition by Principal: _____

Signature

Date

STEP 3

A. Position of Grievant and/or Association: _____

Signature

Date

B. Date received by Superintendent or Designee: _____

C. Disposition of Superintendent or Designee: _____

Signature

Date

STEP 4

A. Position of Grievant and/or Association: _____

Signature

Date

B. Date submitted to the Board: _____

C. Disposition of the Board: _____

Signature

Date

STEP 5

A. Disposition of the Association: _____

Signature

Date

B. Date submitted to arbitration: _____

C. Disposition and award of Arbitrator: _____

Signature

Date

LETTER OF AGREEMENT

between

VANDERCOOK LAKE PUBLIC SCHOOLS

and

VANDERCOOK LAKE EDUCATIONAL SUPPORT ASSOCIATION

The parties hereby agree to delete the following paragraph from the collective bargaining agreement.

“The Employer shall have the right to subcontract work and have it performed by others, including supervisors and substitutes, so long as it does not cause a layoff or a reduction in normal work hours and the skills or equipment to perform the work are not available within the bargaining unit.”

However, if the law permits such a restriction with regard to subcontracting, the paragraph will be reinstated into the contract.

For the District

For the Association

By: _____
Ron Bennett, Superintendent
Vandercook Lake Public Schools

By: _____
Mary Taliaferro, President
Vandercook Lake Educational Support Association

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