

**VANDERBILT BOARD OF EDUCATION**

**AND**

**VANDERBILT EDUCATIONAL SUPPORT  
PROFESSIONALS ASSOCIATION/MEA/NEA**



**SEPTEMBER 1, 2023 – AUGUST 31, 2026**



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## SECTION 1.1 AGREEMENT

- A. This Agreement entered into this September 1, **2023**, by and between the Vanderbilt Education Professionals Association/MEA/NEA hereinafter called the Association and the Vanderbilt Area School Board of Education hereinafter called the Employer.
- B. In consideration of the following mutual covenants it is hereby agreed as follows:

## SECTION 1.2 RECOGNITION

- A. The Vanderbilt Area School hereinafter Employer hereby recognizes the Vanderbilt Education Professionals Association/MEA, an affiliate of the National Education Association, hereinafter the Association as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act as amended, MCLA 423.201 et h., MSA 17.455(1) et seq., (PERA), for all full-time and regular part-time personnel as certified by the Michigan Employment Relations Commission, but excluding two (2) Superintendent Office employee, supervisors, substitutes and all others:

Maintenance  
Clerical/Secretarial  
Culinary  
Head Cook  
Paraprofessional  
Bus Drivers

The Association understands that the Board can and will designate a Transportation Director at will.

- B. Unless otherwise indicated, use of the term "bargaining unit member" when used hereinafter in this Agreement, shall refer to all members of the above-defined bargaining unit. Each member will be defined within a minimum of two of the various classifications of the following categories:
1. **Full-time:** A bargaining unit member who is employed at least thirty (30) hours per week.
  2. **Part-time:** A Bargaining unit member who is employed less than thirty (30) hours per week.
  3. **Probationary:** A bargaining unit member who is employed to fill a full-time or part-time position for a trial period of sixty (60) calendar days.
  4. **Schoolyear:** Bargaining unit members whose employment follows the school calendar.
  5. **Extended School Year:** Bargaining unit members who are employed to work longer than the school year, but less than twelve (12) months.
  6. **Full Calendar Year:** Bargaining unit members who are employed to work on a twelve (12) month basis.

- C. Language regarding full calendar year custodians was moved to Appendix C. This language will be bargained and reinserted into the contract if custodians are returned to the VESPA unit.

**SECTION 1.3      PURPOSE**

- A. This **Agreement** is negotiated pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The Employer and the Association recognize the importance of orderly and peaceful labor relations, for the mutual interest and benefit of the Employer, bargaining unit members and the Association. The Employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer and accordingly have included herein a grievance procedure for the effective processing and resolution of such disputes.
- C. The wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by mutual written consent. The parties agree their undertakings in this Agreement are mutual. Any previous established practice, policy, rule or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement except no employee shall suffer any loss or reduction in benefits nor have less favorable conditions than the highest conditions in effect for such employee at the time this Agreement is executed.

**SECTION 1.4      DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of September 1, **2023** and shall continue in effect until August 31, **2026**.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their representatives

Association

Employer

\_\_\_\_\_  
Vanderbilt ESP President

\_\_\_\_\_  
President

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MEA UniServ Director

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Vice President

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Secretary

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## **SECTION 1.5 PAYROLL DEDUCTIONS**

- A. The Employer shall make a payroll deduction, upon written request from the bargaining unit member, for annuities, credit union, savings bonds, medical and hospitalization insurance, and other plans or programs approved jointly by the Employer and the Association.
- B. All authorizations for payroll deductions will be in the Superintendent's Office by the first Friday of school.
- C. The payroll deduction of insurances and/or fees will be deducted in equal amounts from each pay, for twenty (20) pays. Annuities, credit union, savings bonds and other approved plans or programs will be deducted each pay.
- D. 403(b) Plans (Annuities)
1. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The parties agree that MEA Financial Services Products, along with any other mutually selected investment providers shall be named as vendor(s) in the 403(b)-plan document as appropriate under IRS regulations.
  2. The parties further understand and agree that the regulations regarding the administration of 403(b) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the parties agree that;
    - a. A plan document, consistent with all legal requirements shall be mutually developed by the parties.
    - b. All bargaining unit members are eligible to participate in the plan.
- E. **Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer written authorization for the deduction of dues to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-twentieth of such dues spread over twenty (20) pays from the**

**regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.**

## **SECTION 1.6      NEGOTIATIONS PROCEDURE**

- A. It is contemplated the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided.
- B. It is contemplated that matters not specifically covered by this Agreement but that may be of common concern to the parties will be dealt with in a meeting of the bargaining teams of each party within thirty (30) working days. This does not obligate either party to bargain collectively during the life of the Agreement about matters covered in this Agreement.
- C. Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the expiration of the contract term. Before each negotiation session officially adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators. When negotiations are conducted during regular school hours, paid released time shall be provided for the Association's negotiating committee, for twelve (12) meetings for each member.
- D. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) workdays after it is signed by both parties, and shall be presented to all bargaining unit members (in folders) now employed or hereafter employed by the Employer. In addition, the Employer will provide a contract copy, in a binder, for the following work areas: Kitchen, K-12 office, and **library media center**.

## **SECTION 1.7      GRIEVANCE PROCEDURE**

- A. Definition
  - 1. A claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement
  - 2. The term grievance as defined above shall not apply to:
    - a. Extending the probationary period of any employee, not to exceed thirty (30) workdays, if agreeable to the Association.

- b. The discharge of a probationary employee, for any reason, during the first thirty (30) workdays of employment or the extension as above provided.

B. Hearing Levels

1. **Informal Level:** When a cause for complaint occurs, the affected bargaining unit member(s) shall, within ten (10) workdays, request a meeting with the building principal in an effort to resolve the complaint. The Association may be notified, and a representative thereof be present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.
2. **Formal Level #1:** If a complaint is not resolved in a conference between the affected bargaining unit member(s) and the building principal, the complaint may be formalized as a grievance. A formalized grievance **using the form in Appendix A** shall be submitted in writing within **ten (10)** workdays of the meeting between the principal and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association and the principal. The principal shall, within seven (7) workdays of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.
3. **Formal Level #2:** If the Association is not satisfied with the disposition of the grievance at Level #1 or if no disposition has been made within **ten (10)** workdays of receipt of the grievance, the grievance shall be forwarded to the Superintendent. Within **ten (10)** workdays after the grievance has been forwarded, the Superintendent shall meet with the grievant(s) and the bargaining unit representative. The Superintendent, within **ten (10)** workdays after the meeting, shall render a written decision thereon with copies to the grievant(s) and the Association. **If the principal and Superintendent are the same person, the grievance may be advanced to Formal Level #3.**
4. **Formal Level #3:** If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period provided, the Association may submit the grievance to the Grievance Committee for review.

The Grievance Committee shall consist of three (3) Board members, the Association President and bargaining unit members from the affected classification; to a maximum of four. Within **ten (10)** workdays after the conclusion of the meeting of the Grievance Committee, the Board members shall render a written decision thereon with copies to the Association and the grievant(s).

5. **Formal Level #4:** If the Association is not satisfied with the disposition of the grievance at Level #3 or if no disposition has been made within the **ten (10) workdays** of the **Grievance Committee** meeting, the grievance shall be



transmitted to the Vanderbilt Board of Education. Within **ten (10)** workdays after the grievance has been submitted, the Board of Education shall meet with the Association on the grievance. The Board of Education, within **ten (10)** workdays after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

6. **Formal Level #5:** If the Association is not satisfied with the disposition of the grievance at Level #4 or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the union shall be permitted to assert in such arbitration proceeding, any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer.
- C. The arbitrator shall have no power to alter, add to, subtract or modify terms of this Agreement.
  - D. **The time limits provided in this Section shall be strictly observed but may be extended by written agreement of the parties. An email exchange noting the extension is sufficient. In the event a grievance is filed after May 15 of any school year, it must be settled by (1) the last day of the school year, (2) or by a specified date agreed upon in writing by both parties.**

## **SECTION 1.8 SEPARABILITY**

- A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. It is further agreed that within ten (10) **workdays** of notification of a final and binding determination of such illegality the Employer and Association will commence negotiations to reach a new Agreement concerning the subject matter of the provision determined to be illegal.

## **SECTION 2.1 VACANCIES, TRANSFER, AND PROMOTIONS**

- A. A vacancy shall be defined as a newly created position or a present position that is not filled within the bargaining unit. The Board shall determine whether or not

to fill a vacancy.

- B. All vacancies shall be posted in a conspicuous place in each building of the district for a period of (5) workdays. Said posting shall contain the following information.
1. Type of work
  2. Location of work
  3. Starting date
  4. Rate of pay
  5. Hours to be worked
  6. Classification
  7. Minimum requirements
  8. Qualifications
- C. Interested bargaining unit members may apply in writing to the Superintendent or designee within the five (5) **workday** posting period. The Employer shall notify the Association President and bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member by **school email or the email address on file in the office**.
- D. Vacancies shall be filled with the most senior applicant who is qualified from within the affected classification. Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled by a qualified applicant from other classifications with the most seniority.
- E. Within five (5) **workdays** after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the union.
- F. In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a sixty (60) calendar day trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.
- G. The parties agree that involuntary transfers of bargaining unit members are to be affected only for reasonable and just cause.
- H. Bargaining unit members who temporarily assume the duties of another bargaining unit member will be compensated on the wage schedule of the employee whose duties they are assuming, or at their own rate, whichever is higher. This higher rate of pay will commence if the duties are assumed for one hour or longer. In no event shall duties be assumed for more than five (5) **workdays** on an involuntary basis. The employee who temporarily assumes the duties will not be reduced in

pay or hours of work.

## SECTION 2.2 BARGAINING UNIT MEMBER EVALUATIONS

- A. All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member.
- B. **A bargaining unit member shall be responsible to the Superintendent and Principal; however, for evaluation purposes, each bargaining unit member shall be assigned to one (1) administrator and said administrator shall be designated by the Employer at the beginning of each school year with written notification provided to each bargaining unit member.**
- C. Bargaining unit member evaluation shall be by personal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. Each bargaining unit member, 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. The criteria shall be limited to the actual performance of job duties **as listed in the position's job description**. Work outside of the bargaining unit member's school-assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor. Evaluations shall be completed no later than May 1. **A bargaining unit member who has not been evaluated will be considered satisfactory.**
- D. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) **workdays** of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- E. Following each formal evaluation--which shall include a conference with the evaluator--the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit **a written document with** additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.
- F. At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed following the procedures of this provision.

- G. In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Association.

## **SECTION 2.3 PERSONNEL FILES AND EMPLOYEE COMPETENCE**

- A. A bargaining unit member shall have the right to review the contents of all records **of the Employer**, excluding initial references, pertaining to said individuals originating after the initial employment, and to have an Association representative present at such review.
- B. No material originating after the initial employment shall be placed in a bargaining unit member's personal record unless she/he has had an opportunity to review said material. The bargaining unit member may submit a written notation regarding any material and the same shall be attached to the material in question. If a bargaining unit member is requested to sign material to be placed in her/his file, such signature thereon shall be understood to indicate her/his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content.
- C. All proceedings and documents regarding evaluations, discipline and such other Employer/Employee relationships shall be kept confidential, except in the case where the District receives a Freedom of Information Act (**FOIA**) request.
- D. Written notice shall be provided to the employee in those cases where the District has received a FOIA request. **The Board will follow the timelines provided in the Act.**

## **SECTION 2.4 BOARD RIGHTS AND RESPONSIBILITIES**

- A. The Board, on its own behalf and on 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 of the United States, including, but without limiting the generality of the foregoing, but not in conflict with the conditions of this Agreement, the right to:
  - 1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
  - 2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
  - 3. Direct the working forces, including the right to hire, promote, suspend, and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force, and to lay

off and recall employees.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
  5. Adopt reasonable rules and regulations.
  6. Determine **employees'** qualifications and the conditions of continued employment.
  7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
  8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
  9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
  10. Determine the size of the management organization, its functions, authority, amount of supervision.
  - 11. The right to make reasonable provisions for the health, safety, and first aid of its employees during hours of employment.**
- B. Limits on Board Rights: The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement.
- C. **The Superintendent shall provide the following items no later than September 10th each year to each employee: job description, name of immediate supervisor, seniority list, number of accumulated universal days and vacation days.**

## **SECTION 2.5 LAYOFF AND RECALL**

- A. When there is a reduction in the working force, bargaining unit members shall be laid off in accordance with seniority and qualifications; that is the employee with the least seniority shall be laid off first provided another employee is qualified to perform the work. In the selection of employees for layoff, the School District shall retain those bargaining unit members with the greatest seniority provided the

bargaining unit member is qualified to perform the work. Qualifications shall be determined by verified experience, or training, or certification, or the ability to become certified within thirty (30) workdays.

- B. Whenever a bargaining unit member is to be laid off, the School District shall notify the bargaining unit member and the Association president by mailing notice within ten (10) working days of the Board meeting in which the Board took layoff action, except in case of emergency.

In no event shall a bargaining unit member receive less than thirty (30) workdays written notice of layoff.

- C. Laid-off bargaining unit members shall be recalled in accordance with seniority; that is, the bargaining unit member with the greatest seniority shall be recalled first, provided they have the ability and are able to perform the duties of the job that is open.
- D. When recalling laid-off bargaining unit members, the School District will notify them by certified mail at the last known address. If such bargaining unit member does not notify the School District within seven (7) working days from the mailing date of such notice that he/she will report for work on the date specified, or give a legitimate reason, as determined by the Superintendent, for delay beyond such time, he/she will be considered as having quit and all seniority shall be terminated.
- E. In the event of a reduction in the work hours in a classification, bargaining unit members with the greater seniority, if qualified, may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority on the work schedule. In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10) workdays after written notice to the affected bargaining unit member(s) is given by the Employer.

## **SECTION 2.6 SENIORITY**

- A. Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.
  1. **Seniority shall begin on the first day of work as an employee with Vanderbilt Area Schools.** A paid holiday shall be counted as the first working day in applicable situations.
  2. Placement on the seniority list shall be determined by the date of hire and the first day of work (i.e., a person hired in July who starts work on September 1 and a person hired in August who begins work on September 1; the person hired in July shall be placed as more senior than the person hired in August).

3. For those people hired on the same day, a drawing will be held to break the seniority tie. The drawing procedure, time, date and place will be jointly determined by the Association President and Superintendent.
  4. On the date of hire, the person shall sign a statement as proof of his/her date of hire.
- B. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- C. For purposes of this provision, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:
1. Maintenance
  2. Clerical/Secretarial
  3. Culinary
  - 4. Head Cook**
  5. Paraprofessional
  6. Bus Driver
- D. The Employer shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in the school building within thirty (30) workdays after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the union. If the Association President has not received the seniority list by September 15 or if the seniority list has not been posted by September 10 each year, the President shall notify the Superintendent in writing.
- E. Any bargaining unit member who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Employer may be employed at other work on a job that is operated by the Employer which he/she is qualified to do.
- F. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement, or transfer to a non-bargaining unit position.
- G. For the purpose of reduction in personnel, layoff, and recall, a bargaining unit member working in more than one classification shall be deemed to be assigned to all appropriate classifications. When a bargaining unit member changes classifications, his/her seniority will be frozen in the former classification.

### **SECTION 3.1      UNION RIGHTS**

- A. The Association and its representatives shall have the right to use Employer buildings at all reasonable hours for meetings provided such use does not interfere

with school activities.

- B. Duly authorized representatives of the Association and its respective affiliates 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 operations.
- C. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards.
- D. The Employer agrees to furnish to the Association, in response to reasonable requests, all available information concerning its financial resources and expenditures, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive proposals on behalf of bargaining unit members together with information the Association may require processing any grievance or complaint. The Association shall reimburse the Employer for reasonable expenses incurred in furnishing information or records available.
- E. It is understood that the members of the bargaining unit set forth in the foregoing recognition clause, have the responsibility for performing duties normally associated with those positions. These duties shall be assigned only to a person who is, or will become, a member of the bargaining unit represented by the Association.
- F. The Association shall have the right to use district office equipment if operated by a qualified bargaining unit member. The Association shall reimburse the district for supplies used by the Association.
- G. The Local Association President/designee shall be released with pay for up to five (5) **workdays** per school year to attend to Association business. The Association will reimburse the District for necessary substitute costs related to this release time.

### **SECTION 3.2 BARGAINING UNIT-MEMBER RIGHTS AND PROTECTION**

- A. Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et seq.; MSA 17.455(1) et seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan or the United States of America or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership **or lack of membership** in the Association,



- his/her participation in any activities of the Association or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained within this Agreement shall be construed to deny any bargaining unit member's rights he/she may have under the Michigan General School Laws or other applicable state or federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.
  - C. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member.
  - D. The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, place of residence, **or any other protected class recognized under state or federal law.**
  - E. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation, or occupational advantage, discharges, or other actions of a disciplinary nature. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.
  - F. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.
  - G. The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. The Employer or its designated representative shall take reasonable steps to relieve the employees of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.
  - H. Any case of assault **or injury** upon a bargaining unit member in conjunction with his/her responsibilities to the School District shall be promptly reported to the Employer **in writing on an incident report within seventy-two (72) hours of the incident.**

- I. Time lost by a bargaining unit member in connection with any incident mentioned in this Section shall not be charged against the bargaining unit member's sick leave accumulation, even though regular gross earnings shall be maintained.
- J. In the event a complaint or charge is made by any person or group not employed by the Employer, or other employees, against any bargaining unit member, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the Employer.

### **SECTION 3.3 WORKING CONDITIONS**

- A. 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.
- B. Bargaining unit members may use such physical force with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, an administrator, or another student, from attack, physical abuse or injury, or to prevent damage to district property.
- C. When a bargaining unit member is assigned to dispense or administer medication, he/she shall be trained in established procedures for the District, and will only dispense medication at the direct request of an administrator. A witness will be present during all administration of medication. A locking cabinet will be provided for medication.
- D. In the absence of an administrator, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building.
- E. The Association recognizes that the Employer may be required by law to provide certain "related services", for example, changing diapers, clean intermittent catheterization (CIC) and tracheotomy cleaning, to students.

When related services require expertise, the Employer will endeavor to provide the services via training personnel. In no case, however, will a bargaining unit member be required to provide related services requiring expertise, unless the following conditions are met:

1. The member has received prior training in the procedure. Such training shall be provided at the Employer's expense, with compensation to the bargaining unit member for any overtime required to receive training.
2. The Employer has obtained written permission from the student's parents and/or guardian(s) authorizing the procedure to be performed by a lay person with the level of training received by the bargaining unit member.
3. A witness must be made available upon request during the execution of the procedure.

- F. The parties recognize that certain transportation services and equipment are required to **ensure** the safe maneuvering of special education and/or handicapped students in boarding and un-boarding transportation vehicles and to insure the safe transportation of the students while on board transportation vehicles. The Employer agrees to provide lifts on any vehicles transporting wheelchair students, and seatbelts or other appropriate restraints for each student transported. Bus aides will be provided in the event the safety of the driver and/or passengers is compromised by the behavior and/or physical needs of **such** passengers.

The Employer will provide bargaining unit members with all permissible known information concerning their passengers' handicaps. In the event the employees, pursuant to a student's IEPC or at the direction of the Employer, utilize any specialized procedures relating to medical or behavioral management, the Employer will provide prior training as to such procedures. Such training will be at the Employer's expense, with compensation to the bargaining unit member for any overtime occasioned by the training.

- G. Random drug testing of the bus drivers shall be implemented **as required by law**.

### **SECTION 3.4 WORKING HOURS, LOAD, AND ASSIGNMENTS**

- A. The normal workday schedule for all employees shall be established by the Employer based on the Employer's determination of the needs and resources of the District and may be changed from time to time as deemed necessary and appropriate by the Employer. The number of hours will not be reduced without prior consultation with the Association.
- B. The normal work year for full-time **school-year**, part-time school-year, and **extended school year** employees shall follow the school calendar. **Bargaining unit members will be provided a copy of the school calendar negotiated by the District and VEA no later than the week before the beginning of the school year.** The normal work year for full-time and part-time, full **calendar** year employees shall be twelve (12) months.

**Any change in the school or daily schedule will be discussed by Administration with VESPA employees prior to implementation.**

- C. Bargaining unit members shall be entitled to a fifteen (15) minute relief period for each four (4) hours of work. Bargaining unit members working overtime will receive fifteen (15) minutes for each two (2) **additional** hours. **Bargaining unit members who do not receive relief periods during the day may leave their work assignment early with permission of the administrator for the amount of relief time missed. No pay will be lost for this early release.**
- D. Overtime shall be divided among bargaining unit members within each classification as follows:

1. Overtime will be covered by the use of an "Overtime Chart" and will be offered to each bargaining unit member in rotation based on seniority.

Overtime that is refused by a bargaining unit member will be charged on the Overtime Chart for the purpose of balancing overtime.

- E. Time and one-half will be paid for any work over eight (8) hours in a day, forty (40) hours per week, and on Saturdays and Sundays. Double time will be paid for all hours worked on Holidays.

1. Whenever the school is closed due to inclement weather conditions, all bargaining unit members will be notified by the most expedient means.

Members not receiving notification until after reporting for work will receive two (2) hours pay, or the actual hours worked, whichever is greater.

2. Any Act of God days beyond those allowed by the state will be made up and will coincide with the VEA Master Teacher Agreement. VESPA members will be paid only for the Act of God hours allowed by the state and subsequent rescheduled days that are worked by the employee. **When additional days of forgiveness are granted by the state, VESPA members will be paid for those days no later than the 1<sup>st</sup> pay period after the days are granted.** If a member is asked by the administration to work for a day or part of a day which is cancelled, he/she shall be paid for all time actually worked.

Future years will coincide with the VEA Master Teacher Agreement.

- F. Any bargaining unit members working six consecutive (6) hours or more a day shall have a paid lunch period of thirty (30) minutes. **Bargaining unit members who do not have their paid lunch period during the day may leave their work assignment early with permission of the administrator for the amount of lunch time missed. No pay will be lost for this early release.**

- G. The Employer shall provide substitutes, if necessary, due to the absence of a regular bargaining unit member; however, substitutes 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. If no one in the classification accepts the offer, offer should be given to the most senior qualified member.

- H. A driver will be paid a minimum of two (2) hours for any extra trip. An "extra trip" is defined as a run other than a regularly scheduled route where pupils are transported **to and from the school building(s).**

- I. Each September, all employees are entitled to seniority rights **in selecting** bus driver routes.

### **SECTION 3.5 SUB-CONTRACTING**

- A. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be increased or transferred to persons not covered by this Agreement without the prior written agreement of the Association.
- B. Nothing shall prevent the Employer from using social service, court appointed, or federal program workers provided such workers will not be used to supplement any employee assigned to regularly assigned duties, nor will these workers be used to do the work of any laid-off or partially reduced bargaining unit member.
- C. The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace bargaining unit members regularly employed in the bargaining unit except in emergencies. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to recur.
- D. The Employer will not sub-contract work unless either the skills needed to perform the work as reasonably specified are unavailable within the bargaining unit and cannot be obtained in a reasonable time or bargaining unit members who possess the skills or qualifications to perform needed work refuse to accept such additional responsibilities.

### **SECTION 3.6 RETIREMENT**

Employees who voluntarily resign or who retire after completing a minimum of ten (10) years of service from the District shall receive fifty percent (50%) of their accumulated sick leave at their regular daily rate of pay and sixty percent (60%) after twenty (20) years of service in the District.

At the employee's request, the above pay out will be placed into the employee's MEA-FS 403(b) annuity to reduce the employee's tax burden.

### **SECTION 3.7 JOB DESCRIPTION AND CLASSIFICATION**

- A. For each classification, job descriptions will be developed within forty-five (45) work days after ratification of this Agreement. Said descriptions shall be **mutually** developed by the Employer **and Association**. The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members, when hired by the District, and to the Association. The Association will receive notification of any change in job descriptions. The descriptions will include at a minimum:
  - 1. Job Title and Description
  - 2. Minimum Requirements
  - 3. Required Tasks and Responsibilities

- B. Any evaluation of bargaining unit member's work performance shall be based upon the unit member's job responsibilities.
- C. The basic compensation of each bargaining unit member shall be set forth in Section 4.8. There shall be no deviation from said compensation rates during the life of this Agreement.
- D. The following conditions shall apply to overtime work:
  1. Paid Leave shall count toward hours worked.
  2. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and the bargaining unit member.

**SECTION 4.1 – UNIVERSAL LEAVE**

- A. At the beginning of each work year, each bargaining unit member shall be credited with **universal leave days according to the following table:**

**12 Month Full Year Employees: 16 days**  
**Ext. Year: 15 days**  
**School Year: 14 days**

The unused portion shall accumulate from year-to-year up to **one hundred twenty-five (125) days**. The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.

A probationary employee shall be required to complete the probationary time period before use of **universal** leave. In the event of a serious illness during the probationary period, the probationary employee will be allowed the use of up to two (2) **universal** leave days.

Bargaining unit members hired at a time other than the beginning of the year, upon hire shall be awarded the full allotment of **universal** days prorated, but based on one day per month of work. (Example, bargaining unit member hired in January will have six (6) days awarded at the time of hire; i.e., one day per month for the months of January through June).

- B. **Universal leave days are based on hours worked per day and shall be accumulated and used as such.**
- C. **Universal days may be used for personal illness or disability, and include those related to pregnancy. Universal days may also be used for personal business.**
  1. A bargaining unit member planning to use a **preplanned universal day(s)** shall notify his/her supervisor at least one (1) day in advance except in cases of emergency. **Universal days** shall be available for the practice of individual religious preferences.

2. No **preplanned** leave days shall be allowed during the last two weeks of the school year except with the written permission of the Superintendent.

3. **If an employee has two (2) consecutive days of absence, the District can require a doctor's note to verify the illness.**

4. **Universal leave days can be used during the school year on non-student days, unpaid snow days, and during holiday breaks.**

D. Absence due to injury or illness incurred in the course of the bargaining unit member's employment shall not be charged against the bargaining unit member's **universal** leave days. The Employer shall pay to such bargaining unit member the difference between his/her salary with all fringe benefits and all benefits received under the Michigan Worker's Compensation Act for the duration of such absence. The salary differential paid by the Employer is coordinated with Worker's Compensation benefits **from the bargaining unit member's accumulated universal leave.**

E. **Universal** leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

1. Personal Illness or Disability: The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.

2. Family Illness/Disability: The bargaining unit member may take five (5) **work** days for illness/disability for a member of his/her immediate family.

F. **Attendance Bonus:** This Bonus Plan is only in effect during the regularly scheduled school year and does not include summer vacation. **Attendance Bonus** is available only to employees who have been employed for the entire school year or full year depending on the employee's assignment.

1. Employees who work five or more hours per day:

Days Missed	Bonus
0	<b>\$120</b>
1	<b>\$100</b>

2. Employees who work less than five hours per day:

Days Missed	Bonus
0	\$85.00

## **SECTION 4.2 OTHER PAID LEAVES**

A. Any bargaining unit member called for jury duty or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid the difference between their salary and jury duty.

- B. The bargaining unit member shall be granted a maximum of three (3) days paid leave per death for immediate family members. Immediate family shall be interpreted as husband, wife, mother(in-law) or stepmother(in-law), father(in-law) or stepfather(in-law), son (in-law), daughter (in-law), brother(in-law) or stepbrother(in-law), sister(in-law) or stepsister(in-law), children or stepchildren, grandchildren or step-grandchildren, grandparents or step-grandparents, aunt or uncle.
- C. If an employee needs additional bereavement days, he/she shall be allowed to use up to five (5) **universal** leave days for the bereavement period.
- D. **Michigan Paid Medical Leave Act (MPMLA)**

**1. In accordance with the Michigan Paid Medical Leave Act (“MPMLA”), MCL 408.961 et seq., an eligible non-exempt (hourly) employee may use up to forty (40) hours of paid medical leave for any of the following for the employee or a family member per fiscal year:**

- a. **Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care.**
  - b. **For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings, or relocation.**
  - c. **For closure of the employee’s primary workplace by order of a public official; for an employee’s need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.**
- 2. A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the MPMLA. This provision shall be interpreted and applied consistent with the MPMLA, and shall not provide greater benefits than that allowed by the statute. MPMLA leave time runs currently with other leave available to the employee under this contract and under state or federal law.**

**To be eligible, the non-exempt (hourly) employee must be employed for more than twenty-five (25) weeks in a calendar year, and worked an average at least twenty-five (25) hours per week during the immediately preceding calendar year.**

## **SECTION 4.3 UNPAID LEAVES**



- A. Leaves of absence without pay or benefits will be granted upon written request from a bargaining unit member as indicated under Paragraph B below. Requests for leaves of absence shall include the reason for the leave along with the notification of the beginning and ending dates of said leaves. Parental/Child care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable. A bargaining unit member returning from a leave of absence shall be reinstated to the same position and classification he/she held when the leave began. At least thirty (30) calendar days prior to the date a leave is scheduled to expire, a bargaining unit member shall notify the Employer of his/her intent to return to work.
- B. Unpaid leaves of absence may be taken for the following purposes:
1. **Military Leave:** A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States.
  2. **Union Office:** A leave of absence of up to one (1) year may be granted, upon application, for the purpose of serving as an officer in its state or national affiliate. At the discretion of the Employer, a one-year extension may be granted.
  3. **Public Service:** A leave of absence, not to exceed one (1) year, may be granted to any bargaining unit member, upon application, for the purpose of campaigning for, or serving in, a public office. At the discretion of the Employer, a one-year extension may be granted.
  4. **Parental/Child Care:** A Leave of absence up to one (1) year shall be granted to any (male or female) bargaining unit member for the purpose of child care. Said leave shall commence upon request of the bargaining unit member. At the discretion of the Employer, a one-year extension may be granted.
  5. **Family and Medical Leave (FMLA):** Family and medical leave will be in accordance with the Family and Medical Leave Act of 1993, including amendments. This Section shall not be construed as limiting the right of an employee to elect to substitute paid leave for unpaid leave in accordance with Section 102(D)(2) of the Act. See Appendix B.
  6. Other short term unpaid leaves shall be available, if requested in writing by bargaining unit members, for unexpected situations which cannot be handled during any other time. (Example: Winning a trip, etc.) The length of time for a short term unpaid leave will be for no more than thirty (30) work days per year.
- C. Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be released without pay by the Employer during any period when the affected bargaining unit member engages in training or other service in the Reserve or National Guard.

## **SECTION 4.4 VACATIONS AND HOLIDAYS**

- A.** For purposes of this Section a work week shall be defined as a five (5) consecutive day period consisting of days actually worked, paid holidays, paid leave days and excluding vacation and other days not worked.
- B.** All bargaining unit members shall have the following days off with pay. 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 the day.
1. Labor Day (if the school year begins prior to this day)
  2. Thanksgiving Day
  3. Day After Thanksgiving
  4. Christmas Eve
  5. Christmas Day
  6. New Year's Eve
  7. New Year's Day
  8. Good Friday (only if school is not in session)
  9. Memorial Day
- C.** **Part-time full calendar year employees shall receive a pro-rated amount of vacation time as preserved in Section 4.4 in Appendix A.**

## **SECTION 4.5 ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT**

- A.** In the event this district shall be annexed, consolidated or otherwise reorganized with one (1) or more districts in whole or in part, the Employer will use every effort possible to assure the continued recognition of the Association and the continued employment of its members in such district.

## **SECTION 4.6 INSURANCE**

- A.** Eligibility. In order to be eligible to receive the insurance benefits set forth in Section 4.6, employees must work a minimum of 37.5 hours per week. Employees who work a minimum of 35 hours per week are eligible for single subscriber insurance at the start of their third year of employment.
- B.** Employees shall receive, 80% paid by the Board, the following MESSA Plan:
- Plan A - For those employees needing health insurance:
- MESSA ABC 1 and will fully fund the **\$1,500/\$3,000 (\$1,600/\$3,200 beginning January, 2024)** deductibles as part of the 80% share.

Long Term Disability  
 - 70% \$5,000 maximum  
 - 90 calendar days - straight wait  
 - Freeze on offset  
 - Alcohol/Drug, 2 years  
 - Mental/Nervous, 2 years  
 Delta Dental Plan C, (100/80/80: \$2,000; 80/\$2,000)  
 Negotiated Life, \$50,000 AD&D  
 Vision, VSP-3 Plus 250CL

Plan B - For employees not needing health insurance:

Long Term Disability  
 - 70% \$5,000 maximum  
 - 90 calendar days – straight wait  
 - Freeze on offset  
 - Alcohol/Drug – 2 years  
 - Mental/Nervous – 2 years  
 Delta Dental Plan C, (100/80/80/80: \$2,000 \$2000)  
 Negotiated Life, \$50,000 AD&D  
 Vision, VSP-3 Plus 250CL

- C. The Board shall provide 80% of the cost to the eligible bargaining unit member of the MESSA ABC 1 Plan and will fully fund the **\$1,500/\$3,000 (\$1,600/\$3,200 beginning January, 2024)** deductibles as part of the 80% share for the life of this contract for the employee and his/her spouse and children as determined by MESSA.
- D. **During the term of this Agreement, the insurance plan(s) may be modified to reduce employer and employee premium contributions after agreement between the Association and the Board. It is understood that the changes in benefit plan(s) may be made only by mutual agreement and without the necessity of reopening this Agreement for renegotiation.**
- E. Part-time employees are defined as those employees, for purposes of this insurance section, who do not work twelve (12) months per year or eight (8) hours per day; **do not work 37.5 hours per week; or are not in their third year of employment with a minimum of 35 hours per week.**
- F. The Board shall contribute the following percentage towards the cost of a part time employees' district sponsored single person health insurance policy which shall be the equivalent of the health insurance coverage (Plan A/Plan B) provided in Section 5 of the current master agreement between the VEA and Vanderbilt Board of Education:

<u>Years of Service</u>	<u>Percent Paid</u>
3-4	<b>50%</b>
<b>5-6</b>	<b>70%</b>

**7 and above**

**80%**

- G. Employees who do not sign up for the Board payment toward ABC 1 in **A. and F.** above, will receive, paid by the Board, **per month via payroll or in a 403b annuity per the employee's preference: \$20.00** per hour per day a month.

Example: A six (6) hour per day employee shall receive **\$120** per month, for 12 months.

- H. All employees shall receive fully paid LTD insurance as described below:

70% of Max Eligible Salary  
Maximum Monthly Benefit \$5,000  
90 Calendar Day Straight Wait  
Mental/Nervous – Two Years  
Alcohol/Drug – Two Years  
5% Minimum Payout  
Pre-existing Limits Waived  
Family Social Security Offset  
2 Year Own Occupation

- I. Employees qualifying for and taking single person Health Insurance in accordance with Section F above may purchase Spouse/Child or Full Family coverage through an IRS approved Section 125 plan.

## **SECTION 4.7 MISCELLANEOUS**

- A. Bus drivers shall be paid for two **(2)** hours per run each day for each of the morning and afternoon runs. This time will include:
1. Preparation time which includes maintenance and safety checks.
  2. Warm up and waiting time. Drivers are to have their buses lined up and ready to go ten minutes prior to the time school is to be dismissed.
  3. Cleaning and sweeping of the bus.
  4. Actual driving time when drivers actually complete their assigned bus runs.
  5. All other time that is required to prepare for the actual completion of the bus runs.
- B. On extra trips, drivers shall receive their regular rate of pay per hour **for** driving time. **Waiting time and overnight time will be paid at the wait time rate.** All drivers will be required to take extra trips which will be rotated on a seniority basis. **Drivers will be paid time and one half on weekends.**
- C. In the event of the need to modify the current transportation system, it may be possible that partial runs (i.e., kindergarten runs), may be needed or added, or existing runs may be reduced to partial runs. If this is the case, the number of hours of work shall be subject to negotiations.
- D. In regard to bus breakdowns or getting stuck, drivers will receive their regular rate

of pay after two (2) hours unless the driver is entitled to overtime pay as a result of the delay. The extra time will be based on a quarter hour.

- E. Drivers shall **sign out** a school credit card on extra trips for the purpose of purchasing gas, food and lodging **for school purposes. Receipts will be turned into the office weekly to verify the purchases.**
- F. Drivers shall be provided with forms (in triplicate) which will be used to request bus repairs.
- G. Upon completion of probationary period, the Board shall furnish, every three (3) years to each regular route bus driver a jacket that will be worn while driving his/her bus and gloves each year to be used while refueling the bus. It is each driver's responsibility to keep their jacket and gloves clean and in reasonably good condition.
- H. **The Board shall furnish to culinary/head cooks one (1) apron every semester.**
- I. In the event of change in job or work duties, the Employer shall provide the affected employee with adequate training to handle the new work duties.
- J. Bargaining unit members shall be allowed to attend up to three (3) Association meetings per year without loss of pay as long as assigned work is completed.
- K. The Administration may require employees to attend up to three (3) meetings per year, **including teacher staff meetings when schedule changes are discussed.** Employees must be given at least twenty-four (24) hours notice of a scheduled meeting **with the meeting agenda.** When these meetings are attached to the employee's regular work hours, they will be compensated at the employee's regular rate of pay. When these meetings are not attached to the regular work time, they will be compensated at fifteen dollars (\$15) per meeting **or the employee's regular hourly rate, whichever is greater.**
- L. Any bargaining unit member attending training sessions pertaining to their job will be paid at the regular hourly rate. The employee shall also receive approved food, lodging and mileage expenses that they may incur.
- M. All regularly scheduled athletic events, except cross country, shall be driven by bus drivers. Events not regularly scheduled such as the Leadership Forum, Close Up, scrimmages, etc., shall be driven by bus drivers when ten (10) or more students have signed up for the event.
- N. The Board agrees that its decision to participate in **online pupil instruction** will be coupled with an agreement that language covering the wages, hours, terms and conditions of employment for the **qualifying** support staff (**i.e. paraprofessionals**) must be bargained and ratified before the Vanderbilt Board of Education will allow **an online pupil instructional** program to be used or implemented in the district.

- O. The Board will reimburse the full cost of the license fee a bargaining unit member incurs as required by the Board or by law.
- P. Employees who participate in school improvement planning committees (SIP) outside of their regular duty day shall be paid \$25 per meeting. The number of employees participating on the SIP committee will be limited to one member.
- Q. When a bargaining unit member is substituting for a teacher, s/he shall receive his/her regular rate of pay plus the compensatory time for each hour worked.
- R. All employees shall be reimbursed for fingerprinting/criminal background checks upon successful completion of probation.

**SECTION 4.8 SALARY SCHEDULES**

**A. BASE RATES PER HOUR**

<u>Classification</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
Culinary	<b>\$14.00</b>	<b>\$14.35</b>	<b>\$14.70</b>
Head Cook	<b>\$17.00</b>	<b>\$17.35</b>	<b>\$17.70</b>
Paraprofessional (Year 1-5)	<b>\$14.00</b>	<b>\$14.35</b>	<b>\$14.70</b>
Paraprofessional (Year 6+)	<b>\$14.35</b>	<b>\$14.70</b>	<b>\$15.05</b>
Clerical/Secretary	<b>\$16.00</b>	<b>\$16.35</b>	<b>\$16.70</b>
Custodian/Maintenance	<b>\$17.00</b>	<b>\$17.35</b>	<b>\$17.70</b>
Bus Driver	<b>\$20.00</b>	<b>\$20.35</b>	<b>\$20.70</b>
<b>*Bus Driver – Wait Time</b>	<b>\$15.00</b>	<b>\$15.35</b>	<b>\$15.70</b>

**\*Bus drivers will receive the overnight/wait rate per hour during trips, including athletic competitions.**

**B. LONGEVITY**

Longevity shall be paid to employees as follows **based on years of experience with VAS:**

Year 7	\$ .25/hr.
Year 8	Plus \$.10/hr.
Year 9	Plus \$.10/hr.
Year 10	Plus \$.10/hr.
Year 11	Plus \$.10/hr.
Year 12	Plus \$.10/hr.
Year 13	Plus \$.10/hr.
Year 14	Plus \$.10/hr.
Year 15+	Plus \$.10/hr.

The longevity per hour increase will be in addition to the employee's regular pay at that time. The longevity payment will begin on the employee's anniversary date.

C. NEW EMPLOYEES

During the period a bargaining unit member is serving probation, he/she will receive a pay rate that is fifty (50) cents per hour less than the base rate. Upon completion of the probationary period, the bargaining unit member will receive the full base rate.

**Letter of Agreement**

**RE: Appropriate Use of Volunteers at Vanderbilt Area School**

In the interest of creating the best learning environment for our students, the Board of Education would like to utilize community volunteers to perform specific, limited, and necessary roles and/or services. A few more eager hands and willing hearts could certainly lighten our load and brighten our outlook at VAS. However, the Board is very concerned that the use of volunteers be agreeable to the Vanderbilt Education Support Professionals Association and that invited volunteers be welcomed for their services. The Board does not want to circumvent hiring or supplant existing employees with volunteers; nor does the Board want that to become the perception of any employee.

Therefore, the Board suggests that this letter of agreement pertaining to the appropriate use of volunteers be approved by both the Vanderbilt Educational Support Professionals Association and the Vanderbilt Area School Board of Education.

This letter of agreement, by and between the Vanderbilt Area School District (Employer) and Vanderbilt Support Professionals Association/MEA/NEA (Association), sets forth the understanding and agreement of the parties regarding the appropriate use of volunteers at Vanderbilt Area Schools.

It is agreed that volunteers may be used only under the following circumstances:

1. All work that would constitute regular daily work of existing employees should be offered as employment first to employees in the recall pool.
2. It is a one-time task such as building a fence, planting trees, etc.
3. It is a club acting such as Boosters doing trash/litter patrol following sporting events, additional labor for painting ball field fences and repairing dugouts, and maintaining the running course for cross country track, Flower Club for weeding and planting, etc.
4. Head-check for lice.

Vanderbilt ESP/MEA

Vanderbilt Board

\_\_\_\_\_  
Date\_\_\_\_\_

\_\_\_\_\_  
Date\_\_\_\_\_

**VANDERBILT AREA SCHOOLS  
STAFF EVALUATION**

Date of evaluation \_\_\_\_\_

**Personal Qualities:**

Appearance	U	S
Adaptability	U	S
Enthusiasm	U	S
Dependability	U	S
Initiative	U	S
Leadership	U	S

Comments:

**Relationships:**

Other staff	U	S
Administration	U	S
Teacher	U	S
Student	U	S
Parents	U	S
Suppliers	U	S

Comments:

**Work Skills:**

Attention to detail	U	S
Willingness to learn	U	S
Quality of work	U	S
Punctuality	U	S
Attendance	U	S
Effort	U	S

Comments:

**Employee Response:**



---

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

**Appendix A – VESPA Grievance Report Form**

Grievance # \_\_\_\_\_

Vanderbilt Area School District

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Distribution of Form: 1. Superintendent, 2. Principal/Supervisor,  
3. Association, 4. Grievant (Submit to Principal/Supervisor in Duplicate)

Building

Assignment

Name of Grievant

Date Filed

---

LEVEL #1

A. Date cause of grievance occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition of Principal \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Disposition of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

LEVEL #2

A. Date received by Superintendent \_\_\_\_\_

B. Disposition of Superintendent \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

LEVEL #3

A. Date submitted to Grievance Committee \_\_\_\_\_

B. Disposition of Grievance Committee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

LEVEL #4

A. Date submitted to Board of Education \_\_\_\_\_

B. Disposition of Board of Education \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

LEVEL #5

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

A. If additional space is needed in reporting Section B of Level #1, attach an additional sheet.

B. All provisions of Section 1.7 of the Agreement will be strictly observed in the settlement of grievances.

## **Appendix B: Employee Rights And Responsibilities Under The Family And Medical Leave Act (FMLA)**

### **Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or childbirth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

### **Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

\*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".

### **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### **Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

\*Special hours of service eligibility requirements apply to airline flight crew employees.

### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### **Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the

employer determines that the leave is not FMLA-protected, the employer must notify the employee.

#### Unlawful Acts by Employers

- FMLA makes it unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures

### **Appendix C – Full-Time/Full Calendar Year Language**

This language will be negotiated and returned to the contract when full-time/full calendar year employees are hired. Refer to the 2021-2023 Contract for where language needs to be inserted.

#### **SECTION 1.2 RECOGNITION**

- A. Custodial/Maintenance
- B. Unless otherwise indicated, use of the term "bargaining unit member" when used hereinafter in this Agreement, shall refer to all members of the above-defined bargaining unit. Each member will be defined within a minimum of two of the various classifications of the following categories:

**SECTION 3.4 WORKING HOURS, LOAD, AND ASSIGNMENTS**

- B. The normal work year for full-time and part-time school-year employees shall follow the school calendar. The normal work year for full-time and part-time, full-year employees shall be twelve (12) months.
- E. Time and one-half will be paid for any work over eight (8) hours in a day, forty (40) hours per week, and on Saturdays and Sundays. Double time will be paid for all hours worked on Holidays.

- 1. Whenever the school is closed due to inclement weather conditions, all bargaining unit members will be notified by the most expedient means.

During times when school is not in session, the night shift shall be allowed to work a day shift, except when the Superintendent finds this unworkable.

Members not receiving notification until after reporting for work will receive two (2) hours pay, or the actual hours worked, whichever is greater.

When custodians are asked to work on an Act of God day, they shall be paid their regular rate of pay. In addition, they shall be awarded comp time equal to hours worked for the Act of God hours allowed by the state. This comp time must be scheduled during times when school is not in session.

- I. On days when athletic events or other school functions are held in the evening and school is not in session, a custodian may be required to work the 2:30 to 10:30P.M. shift instead of the 7 A.M to 3 P.M. shift. Such assignments shall be on a rotation basis by seniority.
- J. Each September, all employees are entitled to seniority rights including custodial shifts and bus driver routes.

**SECTION 4.1 SICK LEAVE**

- A. At the beginning of each work year, each bargaining unit member shall be credited with paid sick leave time:

12-month employees: 12 days

**SECTION 4.4 VACATIONS AND HOLIDAYS**

A. Full calendar year bargaining unit members shall receive paid vacation according to the following schedule:

<u>Years Employed</u>	<u>Vacation Pay</u>
After one (1)	5 Days
Two (2) to Nine (9)	10 Days
Ten (10) to Fifteen (15)	15 Days
Sixteen (16) to twenty-four (24)	20 Days
Twenty-five (25) or more years	25 Days

B. Full calendar year employees may take up to half of their vacation time during the school year provided they give the superintendent two (2) week's notice.

D. Upon termination, a full calendar year bargaining unit member shall be paid on a prorated basis, for all unused vacation time based upon his/her then-current rate of pay. Vacation time shall be computed as of the employee's anniversary date.

E. Vacation days do not accumulate from year to year. If management does not allow the full calendar year bargaining unit member to use vacation days, the employee has the option of carrying over unused days or being paid for those days.

**SECTION 4.7 MISCELLANEOUS**

H. There shall be a night shift premium for custodial staff of fifteen cents (\$.15) per hour for the afternoon shift and for the midnight shift.