

LABOR AGREEMENT

2010 – 2014

Between

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

And

**VICKSBURG PARAPROFESSIONAL
ASSOCIATION**

AGREEMENT

between

VICKSBURG COMMUNITY SCHOOLS

and

THE VICKSBURG PARAPROFESSIONAL ASSOCIATION

This Agreement entered into this 1st day of July, 2010, by and between the Vicksburg Community Schools, hereinafter referred to as the "Employer," and The Vicksburg Paraprofessional Association, hereinafter referred to as the "VPA."

ARTICLE 1 – RECOGNITION

Section A – The Employer hereby recognizes the VPA as the exclusive bargaining agent for all full-time and regular part-time paraprofessionals employed by the Employer; but excluding all secretarial employees, transportation clerical employees, playground and lunch room supervisors, temporary hires, vocational technical assistants, professional employees, certified employees, administrators and other supervisors. A full-time employee is defined as one who is scheduled to work thirty-two and one half (32-1/2) hours or more per week.

Section B – This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing and signed amendments to this Agreement.

Section C – Whenever the term "employee" is used, it shall be construed to only include those employees recognized to be represented by the VPA in Article 1, Section A. Whenever the term "supervisor" is used, it shall be construed to only include administrative supervisors and not teachers.

Section D – Whenever in this Agreement the feminine gender is used, it shall be deemed to include the masculine gender.

ARTICLE 2 – RULES AND REGULATIONS

Section A – Nothing in this Agreement will be construed to limit the Employer or its representative from establishing and implementing such reasonable rules and regulations, including but not limited to an appropriate dress code and hours of operation, as may be deemed best for the purpose of maintaining order, safety and efficient operation of the Employer. Such rules and regulations shall not be in conflict with this Agreement.

ARTICLE 3 – EMPLOYER RIGHTS

Section A – The Employer hereby retains and reserves unto itself, without limitations, all powers, right, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States, including but not limiting the generality of the foregoing: the management and control of school properties, facilities, programs, methods of instruction and all related operations, materials used, the selection of material, and the direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties and responsibilities by the Employer and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

Section B – The Employer has the right to use contractors and other outside agencies, including volunteers, to perform work otherwise also performed by employees when to do so would be in the best interest of the Employer.

ARTICLE 4 – EMPLOYEE RIGHTS

Section A – The Employer hereby agrees that every employee shall be treated fairly and have the right to support the VPA for collective bargaining or negotiations and other activities for their mutual aid and protection. The VPA agrees to abide by the Employer’s policies and procedures.

Section B – An “Open Door Policy” will be provided to allow an opportunity to openly discuss work and personal problems. Depending on the nature of the problem, communicating with the immediate supervisor should resolve the problem. An employee may feel more comfortable discussing a problem within the presence of a fellow employee.

Section C – When necessary, a committee from the VPA may meet with the Superintendent or his designee to discuss any concerns or problems. Once a year, all employees may meet with the Superintendent or his designee to keep communications open between both parties, and to talk about any necessary changes in this Agreement.

ARTICLE 5 – CONCERTED ACTION PROHIBITION

The VPA and/or its members shall not engage in nor encourage a strike or any other concerted activity against the Employer. Any such activity shall be considered cause for immediate termination of employment.

ARTICLE 6 – FAIR EMPLOYMENT PRACTICES

The Employer shall provide equal employment opportunity regardless of race, creed, religion, color, national origin, sex, marital status, handicap or age; and the Employer and VPA shall not discriminate on the above basis.

ARTICLE 7 – EMPLOYMENT

Section A – Probation Period

1. Upon initial employment, employees shall be designated as probationary employees for a period of seventy (70) calendar days. Such probationary period shall serve the purpose of determining the employee's work skills and habits.
2. A probationary employee who has successfully completed his or her probationary period shall become a non-probationary employee. A probationary employee whose performance has been appraised as unsatisfactory may be terminated prior to the completion of the employee's probationary period.
3. With mutual consent of the Employer and the affected employee, the probationary period of an employee may be extended for a period not to exceed an additional three (3) months.

Section B – Seniority

1. Seniority shall be defined as total length of continuous service to Vicksburg Community Schools as a paraprofessional. Seniority shall be retained during a layoff for up to two (2) years.
 - A. The Employer shall prepare a seniority list within 30 days after the ratification of this Agreement, and shall prepare an updated seniority list each year within 45 days after the start of the school year. The Employer shall provide a seniority list to the VPA President for distribution to the other members of the VPA. The VPA President shall notify the Superintendent or his designee in writing thirty (30) days after her receipt of the seniority list of any disputes the Association has concerning the accuracy of the list.

Section C – The Administration may grant experience on the salary schedule for service as a district playground or lunchroom supervisor, or for out-of-district experience. The Administration may also grant experience credit upon hire for educational level, whether required for or beneficial to the position. All decisions for granting experience will be handled, on a case-by-case, non-precedent setting basis and per approval of the Superintendent or his designee.

Section D – Any positions which the Administration certifies as having to meet State and/or Federal "Highly Qualified" status shall be paid at a minimum of Step 10 on the Salary Schedule.

Section E – No non-probationary employee shall be disciplined or discharged without cause. It shall be the sole responsibility of the Employer, subject to the provisions of Article 7, to determine whether an employee's work performance justifies his or her continued employment.

ARTICLE 8 – VACANCIES, TRANSFERS & NEW EMPLOYEES

Section A – It is the intent of the parties to layoff and recall in a manner which preserves employment for the most qualified employees. If, in the sole discretion of the Employer, two or more employees are equally qualified, the most senior qualified employee will retain the position.

Section B – When a new position is created, or the Employer considers it necessary to fill an existing position, a notice of the resulting vacancy shall be posted in each school building for no less than five (5) days. The posting should contain the starting date, the number of regularly scheduled hours, and the minimum requirements of the job. Any VPA member may apply for the posted job by notifying the principal of the school where the opening is located, and Human Resources, in writing within five (5) days. The job shall be awarded to the most qualified applicant. The Employer shall determine which employees are most qualified to fill or retain positions.

ARTICLE 9 – WORK SCHEDULE

Section A – Employees shall work the schedule assigned by their supervisor. Whenever possible employees shall be given seven (7) days notice of a change in their scheduled work hours, unless conditions beyond its control preclude the Employer from providing such advance notice, in which case notice shall be provided as soon as possible.

Section B – Overtime

1. All overtime must be pre-approved by the employee's administrative supervisor.
2. Overtime shall consist of actual time on the job beyond forty (40) hours per week.
3. All overtime work shall be paid at the rate of one and one-half times the employee's regular rate of pay.

ARTICLE 10 – GRIEVANCE PROCEDURE

Section A – An employee who believes there is a basis for a complaint regarding his or her employment shall first discuss the matter with his or her supervisor within five (5) days of the event that gave rise to the complaint. The employee may meet alone with the supervisor or may, at his or her discretion, include a VPA representative. (STEP 1)

Section B – If the matter is not resolved informally, the employee may submit his or her complaint in writing to the supervisor within five (5) days of the informal conference. The supervisor shall meet with the employee and, at the election of the employee, a VPA representative, in an effort to resolve the matter. The supervisor shall respond in writing to the written complaint within ten (10) days. (STEP 2)

Section C – If the matter is not resolved at the supervisor level, the employee may within five (5) days of the supervisor’s response, submit his or her complaint in writing to the Superintendent or his designee. The Superintendent or his designee shall respond in writing to the employee within ten (10) days of the meeting. The response of the Superintendent or his designee shall be the final resolution of the matter. (STEP 3)

ARTICLE 11 – COMPENSATION AND BENEFITS

B. Section A – Sick Leave

Each V.P.A. employee shall be allocated sick, funeral, and business leave allowance on the following basis:

1. The annual sick or funeral leave allowance is equal to five-fifths (5/5) of the employee’s regularly scheduled weekly work hours.
2. The annual business leave allowance is equal to two-fifths (2/5) of the employee’s regularly scheduled weekly work hours.

Advanced notice and approval must be obtained from the employee’s immediate administrative supervisor when possible. Sick leave may be used as follows:

- a. Personal illness or disability. Limited to accrued sick leave.
 - i. An employee returning from sick leave of five (5) or more consecutive days may be required to present a certificate of good health from a medical doctor and that employee is fully capable of performing his job without limitation or restriction before being allowed to return to work.
 - ii. Sick leave may not be used for routine health examinations, dental appointments or surgical procedures which could otherwise be scheduled outside of the employee’s normal work hours.
- b. Illness of a child, current spouse or a person living in the employee’s household who is 70% financially and physically dependent upon the employee for at least a period of one (1) school year.
- c. Death in the employee’s immediate family defined as: current spouse, father, mother, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren – one(1) to five (5) working days per year as approved by the employee’s immediate supervisor.
- d. Business Leave time may be used under the following conditions:

- i. The request for time off is submitted on a form provided by the School to the employee's supervisor, who shall forward it to the Superintendent or his designee for approval. At the time the request is submitted, the employee shall inform the supervisor of the requested day(s) off. The request must be submitted on the required Request/Report for Absence Form to the supervisor at least five (5) work days before the intended day of absence in order for the request to receive consideration. The employee, by his/her signature on the form affirms that the purpose of the leave conforms with the standards detailed in paragraphs (ii) and (iii) which follow. Emergency and special requests will be determined on a case-by-case basis by the Superintendent or his designee without creating a precedent.
 - ii. A business leave may be taken only when a dire business necessity arises, and it is imperative that the employee's presence for personal (non-school related) business is required away from school property and such business matters cannot be arranged outside the employee's normal work day. Up to three (3) days of equivalent scheduled hours may be used for school cancellation day(s). Except in emergency situations, as determined on a case-by-case basis by the superintendent or his designee, such days immediately preceding or following a school vacation legal holiday or an employee's individual vacation shall be prohibited.
 - iii. A business leave shall not be used for seeking other employment, rendering services, or working either with or without remuneration for one's self or for anyone else, for hunting, for fishing or any other recreational activity.
 - iv. One (1) day per year deductible from business leave days may be used to attend the funeral of a close friend.
3. Unused sick and personal time may be carried over for use in subsequent years. Any such unused absences carried over to subsequent years will be converted to hours. The maximum amount of unused sick time which may be accumulated is 36 weeks, based on the normally scheduled work week. The maximum personal business time that may be carried over is the equivalent of no more than four (4) days total, based on the normally scheduled work week to accumulate to a maximum of 6 days including the current allocation. Unused sick and personal time expires upon separation from employment with the District.

Section B – Leave of Absence

The Superintendent or his designee shall determine if an employee may be granted an unpaid leave of absence per request.

Section C – Each VPA employee shall be paid for the following holidays:

Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day

Salary for the holiday shall be paid when the employee is on duty the normal work day preceding and succeeding the holiday or on excused absence(s). If the employee indicates that illness was the cause of such absence, the employee shall furnish a doctor's statement certifying the illness within three (3) days after such absence, if requested by the employee's supervisor.

Section D – Perfect Attendance

Each employee with perfect attendance shall be eligible for a one hundred dollar (\$100.00) perfect attendance award per year. Each perfect attendance participant shall be eligible for a drawing of a two hundred and fifty dollar (\$250.00) award per year. This drawing will take place at the boardroom in the afternoon on the last day of the school year.

Section F – Four (4) Year Economic Settlement and Salary Schedule (Appendix A)

ARTICLE 12 – DURATION OF AGREEMENT

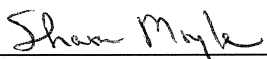
This Agreement is the complete Agreement between the parties and replaces in every respect any other Agreement between the parties. This Agreement shall become effective on or about September 7, 2010 and will remain in effect through June 30, 2014, and will be automatically renewed for successive periods of one (1) year unless either party notifies the other in writing at least sixty (60), but not more than ninety (90), days prior to its expiration, or anniversary thereof, of its desire to amend or terminate this Agreement.

VICKSBURG COMMUNITY SCHOOLS

VPA



Charles Glaes



Sharon Moyle

10/21/10
Date

APPENDIX A

Future Adjustments to Wage Scale: Future changes to the wage scale for year 2011-12, 2012-13, and 2013-14 shall be determined by the following formula:

- A. The per pupil foundation grant for the new Contract year will be compared to the final per pupil foundation grant for the previous year, and the percentage increase will be determined.
- B. The per pupil foundation grant percentage increase will be multiplied against the total VPA wages from the previous contract year. This will be the amount available for compensation increases subject to adjustment for any changes in the FICA or retirement rates.

Any percentage increase or decrease in the MPSERS rate between the prior and current contract years, multiplied by the total VPA wages for the prior contract year, will be added to or deducted from the compensation pool increase.

Any percentage increase or decrease in the FICA rate between the prior and current contract years, multiplied by the total VPA wages for the prior contract year, will be added to or deducted from the compensation pool increase.

The final adjusted compensation pool increase shall be applied to the base wage scale.

SALARY SCHEDULE

YEARS	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
1	8.47	8.64	TBD	TBD	TBD
2	8.62	8.79			
3	8.78	8.96			
4	8.94	9.12			
5	9.09	9.27			
6	9.24	9.42			
7	9.41	9.60			
8	9.56	9.75			
9	9.71	9.90			
10	9.93	10.13			
11	10.13	10.33			
12	10.34	10.55			
13	10.55	10.76			
14	10.75	10.97			
15	11.01	11.23			
16	11.28	11.51			
17	11.53	11.76			
18	11.80	12.04			
19	12.05	12.29			
20	12.32	12.57			

- C. Members who have completed 20 or more years of continuous service with Vicksburg Community Schools as of the first work day of the academic school year, shall qualify for longevity payments as follows:
 - a. Years 21-25 – 3% at the top step of the salary scale
 - b. Years 26-30 – 4% of the top step of the salary scale
 - c. Years 31 and up – 5% of the top step of the salary scale