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# **MASTER AGREEMENT**

**MICHIGAN EDUCATION ASSOCIATION**

**and**

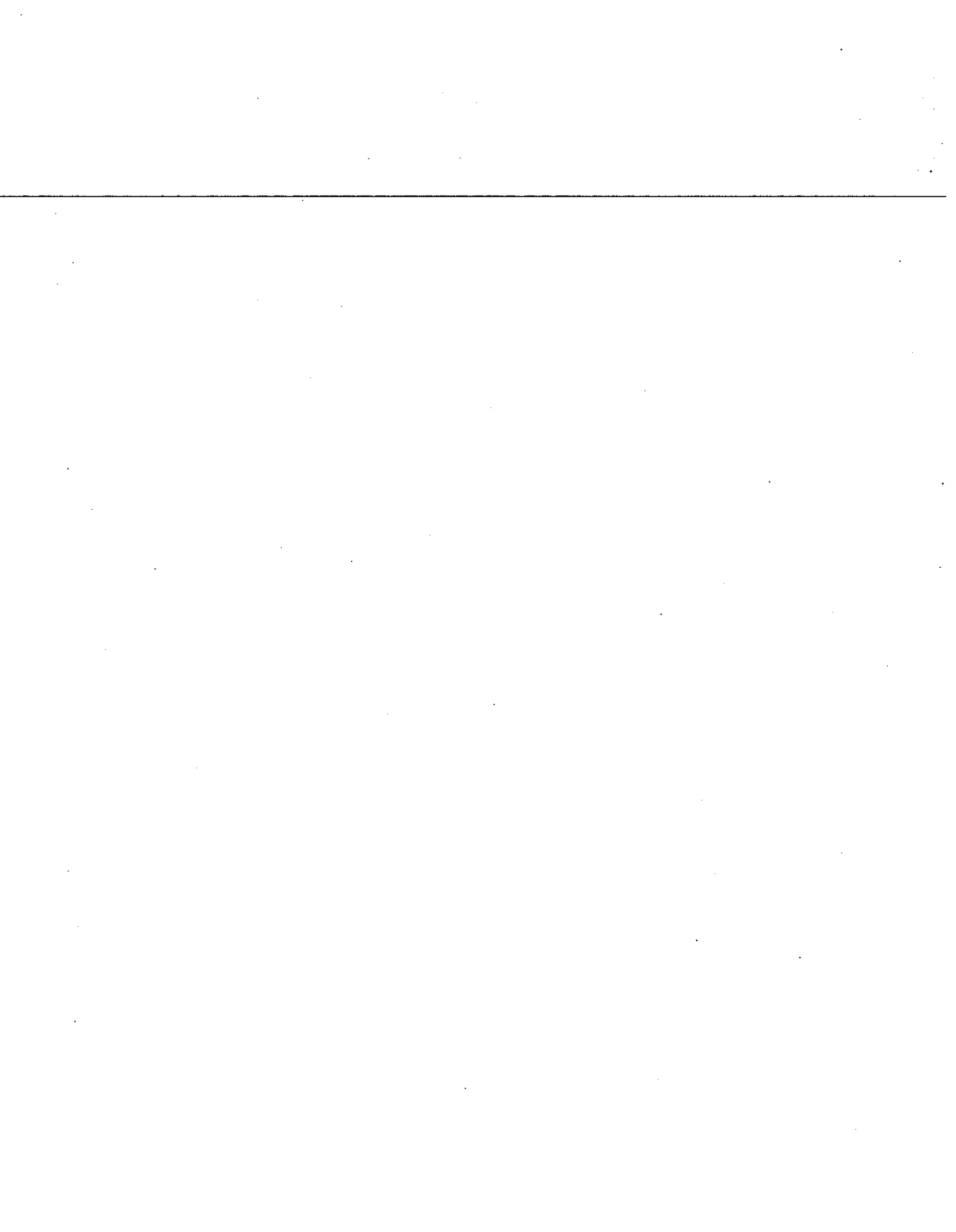
**VASSAR BOARD OF EDUCATION**

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

**JULY 1, 2011 -JUNE 30, 2012**

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**ARTICLE 1  
AGREEMENT**

This agreement entered into this 1st day of July, 2011, between the Michigan Education Association, hereinafter called the "Union", and the Vassar Board of Education, hereinafter called the "Employer".

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

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

**ARTICLE 2  
PURPOSE**

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

**ARTICLE 3  
RECOGNITION**

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

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

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#### ARTICLE 4 DUES AND PAYROLL DEDUCTION

- A. Within thirty (30) days of the beginning of their employment hereunder, bargaining unit members who wish to do so may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association including the National Education Association and the Michigan Education Association.
- B. Deductions will be made over ten (10) payroll periods, once per month for the months of September through June.
- C. A bargaining unit member who does not make application for membership within thirty (30) days from the date of commencement of employment shall as a condition of employment, pay a service fee to the Association in an amount equal to the legally permissible percentage of dues required by the Association. Any and all recourse by an employee disputing the amount of the fee shall lie exclusively against the Association.
- D. In the event that an employee shall not pay such service fee or membership dues directly to the association or authorize payment through payroll deduction, the Association may pursue collection of the fee through appropriate legal channels.
- E. The association agrees to assume the legal defense of any suit or action brought against the board regarding this article. The association further agrees to indemnify the board from any costs, damages or financial obligation of any kind including attorney fees and unemployment compensation which may be incurred by the board as a result of this article.
- F.
1. The Board agrees to give notice of action brought against the board regarding this Article.

2. The Board will assist the association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
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## ARTICLE 5 UNION RIGHTS

- A. Upon request by the Union, with notification of the Superintendent of Schools/Building Principal/ or supervisor and the presentation of proper credential, officers or accredited representative of the Union shall be admitted onto the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the Parties, or for assisting in the adjusting of grievances, provided, that said observation shall not disrupt orderly operations.
- B. The provisions of this Agreement and the wages, hours, terms and conditions of employment, shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status.

## ARTICLE 6 EMPLOYER RIGHTS

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

- A. To manage its business generally, which includes determination of organizational structure and location and type of facilities, location of bargaining unit personnel, determination of quality and quantity of work or services rendered, supplies, equipment and tools to be used.
- B. To hire, test, employ, promote, demote, transfer, assign and direct the work force.
- C. To decide the content, nature, and description of work to be performed by classifications of employees.

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

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

## ARTICLE 7 GRIEVANCE PROCEDURE

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

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

- A. Talk with their supervisor and put in writing their concern within ten (10) working days of the occurrence. Within fifteen (15) days of the meeting the supervisor will put their decision in writing.

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- B. If the supervisor's reply is not satisfactory the employee may request a meeting with the Superintendent/designee to discuss the problem within ten (10) working days of the supervisor's answer. The Superintendent/designee will give a written response within twenty (20) days of the meeting.
- C. If the decision of the Superintendent is not satisfactory, the Union may within ten (10) days of receipt of the decision, request the assistance of a state mediator, to be assigned by the MERC to review the grievance and recommend a fair and just settlement. Within fourteen (14) days of the mediator's recommendation, the Board Grievance Committee shall review the mediator's recommendation with the Union.
- D. If the Union is not satisfied with the disposition of the Board or if no disposition has been within the period named in Paragraph C above, the Union may submit the grievance to arbitration before an impartial arbitrator. The arbitration shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, and that the judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitration shall be shared equally by the Union and the Employer.
- E. The terms days when used shall mean normal working days (Saturday, Sunday and holidays excluded).
- F. No non-probationary bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay and discharge. Any such discipline shall be subject to the Grievance Procedure hereinafter set forth including mediation. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than three (3) working days after discipline is imposed.

## ARTICLE 8 SCHOOL CLOSURE/DISMISSAL

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



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

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

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

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

### **ARTICLE 9 WORK YEAR, WORKWEEK, WORKDAY**

The Employer will set the work year, days worked and daily times worked for each employee. Changes in their assignment during the school year will be given to the employee in writing. An employee who refuses to perform the adjusted schedule will forfeit their position with Vassar Public Schools.

### **ARTICLE 10 GENERAL WORKING CONDITIONS**

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

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**ARTICLE 11**  
**SENIORITY**

- A. Seniority is defined as continuous service to the district, within a classification, as of the employee's first day of work, not inclusive of time as a substitute, which is unbroken by resignation, termination or retirement. Seniority shall be frozen and shall not accrue during approved leaves of absence.
- B. New employees will be on probationary status for ninety (90) work days beginning their first day of work. The discipline or discharge of any probationary employee shall not be subject to the Grievance Procedure.
- C. Bargaining unit member's who work in more than one classification in the same pay period receive seniority in the classification in which he/she works the majority of hours. Majority is defined as being one (1) minute greater than fifty (50%) percent.
- D. Bargaining unit members who change classification can have their seniority in the classification he/she is leaving frozen for purposes of layoff/recall.
- E. Bargaining unit members with the same seniority date shall have their seniority "tie" broken by a chance lottery system.

**ARTICLE 12**  
**VACANCIES, TRANSFERS AND PROMOTIONS**

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

Summer positions shall be considered vacancies under this Article.

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

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### ARTICLE 13 REDUCTIONS IN PERSONNEL

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

- A. For library aides, detention aides, and food service personnel. The least senior in their classification, in the District, will be laid off and remaining positions will be adjusted.
- B. For all other departments, the least senior in their classification in the district, will be laid off and remaining positions in that classification will be adjusted, unless the employee has the necessary seniority and is qualified to perform all tasks of another job within the same classification, as evaluated by the Employer/Supervisor, in another building of the school district.
- C. Bargaining unit members who have frozen seniority in another classification and are laid off in their current classification may bump the least senior employee in their previous classification.
- D. Laid off bargaining unit members shall be recalled in reverse order of layoff via a certified letter to the first available position in their classification for which they are qualified.
- E. Recalled laid off bargaining unit members shall have five (5) days to respond after receipt of the above mentioned certified letter. After five (5) days, the Employer may fill the position externally. All rights, privileges, and seniority of such laid off employee shall be terminated.
- F. Laid off employees shall have their seniority frozen up to a maximum of two (2) years. Probationary employees who are laid off shall not have recall rights.

### ARTICLE 14 SICK AND/OR PERSONAL LEAVE

- A. Employees will be entitled to not more than eleven (11) days paid each year for important personal business which requires the employee's presence during the working day and is of such a nature that it cannot be attended to at a time when the employee is not at his/her regular working hours, subject to the discretion of the Superintendent/designee. Sick/personal leave days shall accumulate to fifty (50) days.

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- B. An application for personal business leave shall be submitted to the Superintendent/designee in writing at least one (1) week in advance (except in the event of an emergency when a shorter notice may be acceptable).
- C. Such personal business leave may also be used for an employee's personal/family illness.
- D. Bargaining unit members who serve Jury Duty shall be paid their full wages for such time. Wages earned from the Court will be reimbursed to the District.

### ARTICLE 15 COMPENSATION

- A. The wages for employees covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.
- B. Employees will be paid on a bi-weekly schedule.
- C. Bargaining unit members who are assigned to substitute in a higher paid position shall be compensated at the rate of pay for the position who he/she is substituting. (See Appendix A on Page 12) In order to qualify for a certified higher paid position, you must have the certification.
- D. Employees who have completed their probationary period shall receive their normal day's pay for the following holidays, even though no work is performed by the employee:
- Labor Day  
Memorial Day  
Thanksgiving Day
- E. Employees required to attend mandatory meetings will receive their hourly rate of pay for the time of the meeting. If they are employed in two or more classifications they will receive their highest rate of pay for the meetings.
- F. Food service personnel who work special events, shall be compensated at 1 ½ times their rate of pay beginning at 4:00 PM until the conclusion of the event. The rate of pay for working on Sunday shall be two (2) times their rate of pay.

**ARTICLE 16  
SCHOOL IMPROVEMENT**

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

**ARTICLE 17  
BEREAVEMENT LEAVE**

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

The immediate family shall be defined as spouse, mother, father, children, mother-in-law, father-in-law, grandparents and grandchildren, step child, sister, brother, sister-in-law, brother-in-law, step parents, step parent-in-law, grandparent-in-law, daughter-in-law and son-in-law.

**ARTICLE 18  
EVALUATION**

Each employee will be evaluated each year using the attached evaluation form.

ARTICLE 19  
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2011, and shall continue in effect until the 30<sup>th</sup> day of June, 2012.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this 20<sup>th</sup> day of June, 2011.

UNION

EMPLOYER

Michelle Hays  
President

Michael Kennard  
President

Rebecca Gorski  
Secretary

Russ Mitchell  
Secretary

Date: 10/27/11

Date: 10-18-11

**APPENDIX A**

Employees hired in prior to July 1, 1995:

2009 - 2010	1.0%
2010 - 2011	0.0%

Employees hired in on or after July 1, 1995:

Step	2011-2012
0	\$8.35
1	\$8.61
2	\$8.79
3	\$9.12

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

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

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

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

**LONGEVITY**

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

EFFECTIVE JULY 1, 2003:

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



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# EVALUATION INSTRUMENT

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## PHILOSOPHY/GOAL

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

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

To that end, the following guidelines are set forth:

## **GUIDELINES:**

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

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

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

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

MASTER AGREEMENT

VASSAR BOARD OF EDUCATION

between  
and

VASSAR SUPPORT PERSONNEL

EMPLOYEE'S NAME: \_\_\_\_\_

BUILDING: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_

DATES OF OBSERVATION: \_\_\_\_\_

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

<b>C. PROFESSIONAL ATTITUDE</b>	<b>SATISFACTORY</b>	<b>UNSATISFACTORY</b>	<b>NEEDS IMPROVEMENT</b>	<b>NOT OBSERVED</b>
1. Accepts constructive criticism.				
2. Shows courtesy to others.				
3. Positive attitude.				
4. Attendance.				
5. Punctuality.				
6. Appearance.				
7. Flexibility.				
8. Confidentiality.				
9. Adheres to current policies within the district.				
<b>Comments:</b>				

**RECOMMENDATIONS:** [If appropriate]

Signatures: \_\_\_\_\_  
 (Observer) (Date) (Title)

\_\_\_\_\_  
 (Employee) (Date) (Classification)

**The employee's signature does not necessarily indicate agreement—rather, that the observation conference has been held on the date indicated.**

\_\_\_\_\_ I plan to file a written rebuttal.