

V-BEST
Van Buren
Educational Support Team
Association
MEAINEA

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MASTER AGREEMENT
2002 - 2006

Custodial/Maintenance
Paraprofessional
Transportation

V-BEST
Custodial/Maintenance
Transportation
Paraprofessional

ALL V-BEST

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V-BEST

CUSTODIAL/MAINTENANCE PARAPROFESSIONAL TRANSPORTATION

ARTICLE 1

AGREEMENT

This Agreement entered into this, 21st day of April, 2004, by and between the Van Buren Public School District, hereinafter referred to as the "Employer," and the Van Buren Education Support Team Association/MEA/NEA (V-BEST/MEA/NEA) hereinafter referred to as the "Association".

ARTICLE 2

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Association.

The Parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Association encourage friendly and cooperative relations between their respective representatives at all levels and among all employees.

The parties recognize that this Agreement is subject to the Constitutions and laws of the United States and of the State of Michigan. To the extent any provisions of this Agreement may now or in the future conflict with the provisions of any law, it shall be deemed modified or invalid only to the extent necessary so that it will comply with the applicable provisions of any such law. All other provisions shall continue in full force and effect.

ARTICLE 3

RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All regular full-time and regular part-time: bus drivers and bus aides in the Transportation Department, transportation mechanics, dispatcher and assistant dispatcher, building and grounds employees, custodial/maintenance employees, paraprofessional employees, tech aides employees, and the Head Start Coordinator; but excluding all substitutes, clerical and secretarial employees, supervisors as defined in the Act, casual employees, temporary employees, student employees, crossing guards, lunchroom mothers, and all other employees of the Employer.

Section 2. All Personnel represented by the Association in the above described bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "employees; or "members," and all references herein to the feminine gender shall be deemed to include and refer to the masculine gender and vice versa unless the context clearly indicates otherwise.

ARTICLE 4

RANDOM DRUG AND ALCOHOL TEST

The employer has adopted a random drug and alcohol screening for employees who are eligible to operate machinery or vehicles. The employees shall be provided a copy of the policy.

ARTICLE 5

EXTENT OF AGREEMENT

Section 1. This Agreement shall constitute the full and complete commitment between the parties during its term. However, it may be modified through the voluntary, mutual consent of the parties in written and signed amendments. Either party wishing to open discussion of a particular provision during the term of the Agreement shall do so by notifying the other party, in writing, clearly identifying the contract provision(s) in question. Both parties shall have the right to refuse, in writing, to discuss any given provision(s) of the Agreement.

Section 2. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions 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 force and effect.

Section 3. The terms of this Agreement shall govern in any situation in which such provisions contradict existing rules, regulations, policies, or practices of the Employer.

Section 4. **Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of the right and opportunity are set forth in the Agreement. Therefore, the Employer, and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 6

EMPLOYEE RIGHTS

Section 1. **Non-Discrimination**

A. The Employer agrees it will not discriminate in respect to wages, hours, or conditions of employment against any member because of his/her membership in the Association, participation in the activities of the Association, participation in negotiations with the Employer, or by his/her presentation of any complaint or grievance under terms of this Agreement.

B. The paraprofessional's private and personal life is not within the appropriate concern or attention of the Employer unless such adversely affects the paraprofessional's ability to effectively perform assigned duties.

C. The Employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, color, religion, national origin or ancestry, age, sex, marital status, or handicap if otherwise qualified.

ARTICLE 7

ASSOCIATION RIGHTS

Section 1. **Use of School Facilities**

The Association and its members shall have the right to use school buildings and facilities pursuant to and consistent with the Employer's policy.

Section 2. **Use of School Mail System**

The Association shall have the right to use the district mail system provided that all such Association material is clearly identified and the Association accepts all responsibility for such material.

Section 3. **Association Representatives**

Duly elected/appointed Association representatives shall be permitted to transact official Association business on school property. Said business shall not interfere with or interrupt normal school operations and will be scheduled when employees are not scheduled with students. All such representatives shall notify the school office of their presence in the buildings.

Section 4. **Use of School Equipment**

With approval of the Building Principal, the Association may use school equipment, including typewriters, ditto machines, duplicating equipment, and other machinery normally available in the building. It is understood that such equipment shall not be removed from school property. The Association shall pay the current costs of all materials and supplies incident to such use.

Section 5. **Information provided by Employer**

The employer agrees to make available, upon request by the Association, all available information in accordance with the Freedom of Information Act, as well as any information necessary for the processing and/or resolution of any grievance and for the development of bargaining proposals as defined by the Public Employment Relations Act (PERA).

Section 6. **New Employee Information**

The Employer shall provide the Association with the names and addresses of all new employees within one (1) week of hire.

Section 7. **Bulletin Board**

The Employer will provide a bulletin board in every school building/work site on which the Association shall have access for posting notices.

ARTICLE 8

INCIDENT REPORT AND LIABILITY

- Section 1.** In any case of assault upon an employee, it shall be the responsibility of the employee to report the incident to his/her immediate supervisor. The Employer shall provide the employee with advice as to his/her rights and obligations with respect to such assault.
- Section 2.** The Employer will provide liability insurance coverage to all employees relative to any student accident or injury subject to the terms of the carrier.

ARTICLE 9

**AGENCY SHOP; DUES AND DEDUCTIONS,
MONIES OWED ASSOCIATION OR EMPLOYER**

- Section 1.** Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association/Union, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political – Ideological Expenditures" and the Administrative procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee.
- Section 2.** The Union has established a "Policy Regarding Objections to Political-Ideological Expenditures". That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to service fee payers. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- Section 3.** In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel.
- (a.) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - (b.) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

- (c.) The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article 9.

Section 4. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in 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, or other lawful procedures for revocation. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions 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 5. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for tax-deferred annuities, credit union, MEA -PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer.

Section 6. The parties acknowledge that the amount of the fee charged to service fee payers along with other required information may not be available and transmitted to service fee payers until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by service fee payers shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

Section 7. In the event that the bargaining unit member shall not pay such a Service Fee directly to the Association, or authorize payment through payroll deduction, or pay to the Employer any debt owed the Employer, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7), deduct the amount owed from the bargaining unit member's wages and remit to the appropriate party. Payroll deductions made pursuant to this provision shall be made in ten (10) equal installments, from September to June, on the second pay of each month from the paychecks of each bargaining unit member. Monies so deducted shall be remitted, by the fifteenth (15th) day of the following month. Payroll deduction authorizations shall be submitted to the Employer's Business Office at least two (2) weeks in advance of the pay on which deductions are made.

ARTICLE 10

EMPLOYER'S RIGHTS

- Section 1.** The Employer retains the sole right to manage and conduct its operations and to comply with its obligations in accordance with state and federal laws, subject only to the condition that it shall not do so in any manner which constitutes a violation of any express term of this Agreement.
- Section 2.** Without limiting to any extent the generality of the foregoing, and solely for purposes of illustration, the Employer shall have the right to determine: the number and location of schools, classrooms, and other facilities; employee work schedules; school bus routes; services and programs to be offered; the schedule of classes, methods, textbooks and materials of instruction; courses of study and curriculum; the assignment of pupils to buildings and classes; the eligibility of pupils for use of school busses; and selection of machinery and equipment.
- Section 3.** It is further recognized that the responsibility for the selection and direction of the working forces, including the right to hire, suspend or discharge employees for proper cause, promote or transfer employees, determine the amount of overtime to be worked, relieve employees from duty, and determine the amount of supervision that is necessary, is vested exclusively in the Employer, subject to the provisions of this Agreement.
- Section 4.** The Employer shall also have the right to promulgate at any time and to enforce any rules, policies and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the School District so long as they are not inconsistent with the terms of this Agreement.

ARTICLE 11

ASSOCIATION RELEASE TIME

- Section 1.** The Employer agrees to permit a total of ten (10) days per school year (September - August) to be used by officers and members of the Association for Association business. Such days shall not accumulate from one fiscal year to the next. The Association shall be required to provide the Superintendent of Schools with 24 hours advance written notice of its desire to use a day. Such notice shall state the reason for the request. Additional days may be approved at the sole and exclusive discretion of the Superintendent of Schools.

ARTICLE 12

NO STRIKE OR LOCKOUTS

- Section 1.** No employee shall, either directly or indirectly, take part in or cause or attempt to cause any strike of any sort whatsoever, either complete or partial against the Employer; furthermore, employees shall not engage, directly or indirectly, in any stoppages of work. Any employee who engages in any such prohibited conduct shall be subject to discipline or discharge. The grievance procedure set forth herein provides the sole remedy for the settlement of employee grievances.
- Section 2.** The Association agrees that neither it, nor any of its representatives or members, shall, either directly or indirectly, authorize, assist, permit, encourage, condone, defend, or in any way participate in or lend support to any of the conduct which is prohibited in Section 1 above. The Association further agrees that it will use its best efforts to prevent any such prohibited conduct.
- Section 3.** If an employee or this Association engages in any strike or work stoppage activity during the term of this Agreement, no provision of this Agreement will be construed as requiring the Employer to comply with the economic, fringe benefit, or other terms or conditions of this Agreement.
- Section 4.** The Employer agrees that it will not lock out any employees during the term of this Agreement. If there is a strike by any other unit of the Employer and employees covered by this Agreement are laid off, such action shall not be construed to be a lockout.

ARTICLE 13

SPECIAL CONFERENCES

Special Conferences for important matters of mutual interest may be arranged between the Association President and the Employer, and/or their designated representatives. Such conferences shall be between at least two representatives of the Employer and at least two representatives of the Association. Arrangements for a special Conference shall be made in advance, and an agenda of the matters to be taken up at the conference shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. Employees shall not lose pay or any fringe benefits (i.e. paid leave time) for time spent in a Special Conference. A representative of the MEA may attend Special Conferences.

ARTICLE 14

PAID LEAVES

Section 1. Reporting Absences

- A. An employee who is ill shall give notice of his/her expected absence prior to his/her normally scheduled starting time. The employer will inform employees of the person/s or office/s to be contacted and the time by which such notification shall be provided.
- B. If an employee is absent from work for reasons of illness, the employee, upon request from the employer, shall be required to provide documentation (including certification from the employee's physician) to substantiate and justify his/her absence and or ability to return to work. The Employer may require the employee to be examined by a physician of the Employer's choice, at the Employer's expense, to substantiate the absence and/or ability to return to work.
- C. After four consecutive days of leave due to illness the Employer may request, and the employee shall provide to the Personnel Office, a doctor's statement certifying the reason/s for the employee's absence and his/her ability to return to work. Failure to do so may result in loss of pay for all days the employee has not worked.
- D. Special Provisions: Transportation
- Employees shall call the transportation office (734-699-5100) to report absences. The Office will be open from 6 a.m. to 5 p.m., Monday through Friday, excluding holidays.
 - During non-business hours an answering machine will be available for employees to report their absences.
 - Employees who call in to report their absences shall identify themselves, state the reason for their absence, and indicate when they will return to work, if they know.

Section 2. Sick Leave

- A. Bargaining unit members shall be granted one (1) sick leave day per month. It shall be credited on the first day of each month.
- Special Provision: Twelve-month Continuous Term Employees

After five years of continuous employment, they shall be granted 1.25 sick leave days per month, effective the July 1 next following the date on which they attained the five years of continuous employment. The above shall exclude school-term employees who work during a portion of the summer months.

- B. A “day” is defined as the normal scheduled hours worked by an employee. Only earned days/hours shall be available for an employee’s use.
- C. Accumulation of sick leave days shall be unlimited.
- D. Upon resignation or retirement from the Van Buren Public Schools, or in the event of death while in the employ of the District, bargaining unit members who have at least five (5) years as a member of the bargaining unit shall receive fifteen dollars (\$15) per day for all days/hours accumulated up to a maximum of \$1,050.
- E. Special Provisions: Transportation
 - Transportation employees may choose to be compensated for unused sick time at the end of each contract year (June 20). The employee will choose how many unused sick days/hours will be added to his/her sick leave accumulation and how many he/she will be compensated for.
- F. Employees may use sick leave in hour increments.
- G. Transportation employees’ sick leave shall be earned, credited, and used in hour increments.
- H. Special Provision: Paraprofessionals/Transportation
 - Those paraprofessionals who work less than five (5) days per week will be given the opportunity to make up unpaid sick days lost after their sick days are depleted, subject to the approval of the paraprofessional’s supervisor.
 - Transportation and paraprofessional employees may accrue sick leave in hour increments for summer work, but will not be eligible to use it for summer absences.

Section 3. Illness in the Immediate Family

- A. Use of up to five (5) sick leave days shall be allowed for an illness of the employee’s spouse, child or parent necessitating the employee’s presence. Use of earned sick days under this provision shall be subject to the Employer’s right to require appropriate medical certification of the family member’s illness and the conditions requiring the employee’s presence.
- B. Special Provision: Custodial/Maintenance
 - Use of earned sick days shall be allowed for an illness of the employee’s spouse, child or parent necessitating the employee’s presence. Once sick time has been depleted, time off for reason of family illness shall not be permitted unless approved by the Manager of Plant Operations and Maintenance. Use of earned sick days under this provision shall be subject to the Employer’s right to require

appropriate medical certification of the family member's illness and the conditions requiring the employee's presence.

Section 4. Personal Business Leave

- A. Employees shall be granted two (2) days of personal business leave during each contract year (July 1 to June 30). The employee shall request the use of personal business leave at least twenty-four (24) hours in advance to his/her immediate supervisor. Personal business days may be used in one-hour increments. Unused personal business days shall be credited to the employee's accumulated sick leave bank at the end of the contract year.
- B. Special Provision: Transportation
- If a transportation employee has unused personal business days at the end of the contract year, he/she may elect to be paid for them at the end of the contract year.

Section 5. Bereavement Leave

- A. In the event of a death in the immediate family, up to five (5) bereavement leave days may be used. Immediate family shall be defined as spouse, child, parents, grandchildren and grandparents.
- B. Up to three (3) bereavement leave days may be used in the event of the death of a brother, sister, brother-in-law, sister-in-law, or parent-in-law.
- C. One (1) bereavement leave day may be used in the event of the death of other relatives or close friends.
- D. Up to two (2) additional days may be used by an employee for an out-of-state funeral.
- E. Special Provision: Custodial/Maintenance
- Bereavement days shall be deducted from sick leave accumulation.

Section 6. Jury Duty Leave/Subpoenas

An employee who is subpoenaed to testify or to serve on a jury during work hours in any judicial or administrative matter shall be paid full compensation for such time and in turn will remit to the Employer the check received for jury duty or for the appearance at any hearing when such is performed during regular working hours. The employer will reimburse to the employee any mileage allowances included in such check(s).

Employees excused from jury duty at a time which will enable them to return to work for one-half day or more shall immediately report for work after being excused.

Section 7. Inclement Weather/Act of God Days

The absence of any employee due to weather or other conditions necessitating the closure of all Employer facilities shall not result in lost straight time wages or be charged to the employee's sick or personal business leave. Any employee requested by his/her supervisor to work on such a day will be awarded compensatory time off (computed on a straight time basis) at a later date for all hours worked, unless the supervisor approves that the employee be paid in lieu of the compensatory time. In a partial closing of the Employer's facilities, employees may be transferred to other work locations.

If, however, the school calendar is altered and extended to make up scheduled instructional days lost to inclement weather or Acts of God, employees shall be paid for actual days worked.

Section 8. Worker's Compensation Leave

- A. The Employer will inform the employees of on-the-job accident procedures to be followed if he/she is injured on the job.
- B. Any employee who is not able to report for duty for a period of up to seven (7) days in succession because of injuries resulting from any performance of employment duties shall not have his/her absence charged against accumulated sick leave, provided:
 - 1. That the injury occurred on school property and/or during an approved school activity;
 - 2. That upon written request, the employee submits a medical statement relative to the injury;
 - 3. That the injury occurs during the performance of his/her work duties and not as the result of negligence or carelessness on the part of the employee; and,
 - 4. That the injury be verified by the building principal or other immediate supervisor and the Employer's clinic.
- C. In the case that a job-related injury extends beyond seven (7) working days and is compensable under the Michigan Worker's Compensation law, the difference between the employee's regular wage and the Worker's Compensation payment shall be paid the employee from the gross amount he/she is entitled to receive from the Employer with the proportional deduction from the employee's accumulated sick leave.

Section 9. Armed Services Leave

An employee who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between the Reserve pay and the regular pay normally received from the employer.

During any period when the affected employee is on active duty for the Reserve or National Guard. Except in the cases of national emergency, a maximum of two (2) weeks per year shall be allowed. In a national emergency, the employee shall be granted unpaid leave.

ARTICLE 15

UNPAID LEAVES

Section 1. Medical Leave of Absence

- A. The Employer shall grant a leave of absence of up to twelve months to a bargaining unit member who is unable to perform his/her regular duties for an extended period of time because of illness or disability (including pregnancy related disabilities), provided the employee provides written certification of illness or disability from his/her doctor.
- B. In the event the Employer questions the certification, it may, at its own expense, require that the employee be examined by a doctor of its own choice. Except as otherwise provided herein, such leave shall be without salary for a maximum period of one year unless extended by the Employer.
- C. The leave shall be without pay or benefits, except that the Employer agrees to continue health insurance coverage for a period not to exceed a period of one year, provided the employee is not covered by other insurance and is otherwise eligible for coverage. The employee shall continue to accrue seniority.
- D. Application for a Medical Leave of Absence and application for return from the same leave must be in writing and must be submitted to the employee's immediate supervisor at least ten (10) calendar days prior to the date on which the leave will begin or end, unless the Employer makes exception for good cause.
- E. The Employer may fill the vacated position by the temporary assignment of another bargaining unit member or by a substitute.
- F. The leave may be extended with the approval of the Employer.
- G. Special Provisions: Transportation
 - 1. During the leave of absence of a regular driver, a relief driver will fill her position.
 - 2. If the driver returns after the expiration of the leave or the 120 calendar day period, he/she will be assigned as a substitute driver at the hourly rate of pay earned when he/she was granted the leave.

Section 2. Immediate Family Emergency Leave

- A. An immediate family emergency leave shall be granted to an eligible bargaining unit member for a period not to exceed ninety (90) calendar days. An emergency shall be defined as an accident, injury, or illness resulting in physical or mental disability for which no other arrangement for care may be made.
- B. The employee shall request the leave one calendar week in advance of the beginning of the leave. The employee shall request his/her return to work two calendar weeks prior to intended date of return. The Employer upon request may waive these request requirements.
- C. Immediate family shall include spouse, child, parent, brother and sister of the employee.
- D. The employee shall return to the same work assignment provided the terms of the leave are followed by the employee.

Section 3. Educational Leave

The Employer may grant an educational leave of a full semester or a full school year to an employee who makes application.

Section 4. Military Leave

Applicable federal and state laws shall govern the re-employment rights of employees leaving the district for military service.

Section 5. General Purpose Leave

A general-purpose leave may be granted for up to a full semester or school year.

Section 6. Abuse of Unpaid Leaves

Any employee granted any of the above unpaid leaves and who works for another employer during the leave shall have forfeited his/her job and shall be considered terminated.

ARTICLE 16
HOLIDAYS

Section 1. The following days shall be recognized as holidays:

July 4	Day before Christmas	Day before New Year's Day	Good Friday
Labor Day	Christmas Day	New Year's Day	Easter Monday
Thanksgiving Day	Day after Christmas	Day after New Year's Day	Memorial Day
Day after Thanksgiving			

Paraprofessionals:..... Exclude July 4 and Labor Day
 Transportation: Exclude July 4 and day after New Year's Day
 Custodial/Maintenance:..... Exclude day after New Year's Day

Section 2. Work Requirement for 12-Month and School Year Employees

A. Holiday pay shall be paid for the bargaining unit member's regularly scheduled hours for the above holidays provided he/she works his/her last scheduled day prior to and his/her first scheduled day following the holiday or if the employee is on an approved paid leave such as sick leave, bereavement leave, etc. Personal business days may not be used to extend holidays.

B. Special Provisions: Transportation

- 1) Holiday pay for Labor Day shall be based on the number of hours per day in the route which the employee is awarded pursuant to the initial bid process, and holiday pay for subsequent holidays shall be based on the number of hours per day in the employee's bid route at the time of such holidays.
- 2) An employee who is sick prior to or following a holiday shall provide to the employer certification of same from her doctor.
- 3) Transportation employees may use Personal Business Days to extend a holiday.

Section 3. Work Requirement for Summer Employees

For summer employees, holiday pay shall be paid for the employee's regularly scheduled summer hours provided he/she works his/her last scheduled day prior to and first scheduled day following the holiday.

Section 4. Overtime Rate for Working on the Holiday

A. Employees who work on a holiday will be paid time-and-one-half for the hours worked in addition to the holiday pay. If an employee works beyond the normal shift, the rate will remain at time-and-one-half.

B. Special Provision: Transportation

- When required to work on a holiday, the employee shall be paid two times her regular hourly rate for all hours worked.

Section 5. Holiday During a Paid Vacation

If a holiday occurs during an employee's paid vacation period, it shall not count as a vacation day.

ARTICLE 17

VACATION

12-MONTH EMPLOYEE VACATION PROVISIONS (52 Weeks continuous employment, not a combination of a school term position and a summer position.)

Section 1.

- A. No vacation time shall be earned during the probationary period of employment. Each year on July 1 vacation shall be credited based on accrual during the prior year. Vacation days must be earned in the prior contract year before it can be used in the current year.
- B. Vacation time must be taken within the periods scheduled and approved by the Employer. Vacation requests shall be submitted for approval by the appropriate supervisor not less than seven (7) days prior to the date the employee desires to commence his/her vacation. The Employer may approve vacation time with less notice where appropriate.

Where there are requests for vacation from more employees than the Employer will allow to take vacation at any one time, vacation will be granted on a first-come, first-served basis; however, if two (2) applications are submitted within the same week, the application submitted by the more senior employee will be granted.

Section 2.

The following schedule shall apply for vacation time:

- Following probation, during the remaining months of the employee’s initial year up to June 30, one-half day per month.
- Second year..... 12 days
- Third year through the fifth full year of employment..... 14 days
- Sixth year through the tenth full year of employment 17 days
- Eleventh year through the fifteenth full year of employment..... 22 days
- Sixteenth through the twentieth full year of employment 24 days
- Twenty-first and all additional years of full employment 26 days

Regular full-time employees shall earn vacation computed on a per diem basis. Regular part-time employees shall earn prorated benefits computed on a per diem basis.

Section 3.

- A. Employees shall not be permitted to receive extra pay in lieu of earned vacation time except in unusual cases where the appropriate supervisor and Director of Personnel may approve such action.

- B.** When an employee terminates employment or receives pay in lieu of earned vacation time as provided in Section 3 (A) above, payment for his/her accrued vacation shall be included in the last pay check, computed to the date of termination. Payments for accrued vacation time shall be based on the rate of pay the employee is receiving at the time he/she terminates.

Section 4. Sick days shall not be used during vacations or to extend vacations.

Section 5. Vacation time shall be computed as of June 30th of each fiscal year. Employees will receive prorated vacation time based on time worked during the fiscal year.

ARTICLE 18

GRIEVANCE PROCEDURE

Section 1. Definition of A Grievance

A grievance under this Agreement is a written dispute, claim or complaint arising under this Agreement, which has not been satisfactorily resolved informally between the employee, the employee's supervisor and, at the employee's request, the employee's Steward. It may be filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of this Agreement.

No grievance may be considered unless it is filed at Step 1 within twenty (20) working days of the occurrence of the event giving rise to the grievance.

Step 1. Oral and Written: Immediate Supervisor

In the event a dispute or grievance arises under this Agreement, the employee(s) involved and the Steward shall first discuss the matter with the employee(s) immediate supervisor who will consider such grievance and reply orally to the employee(s) involved within five (5) working days of the oral presentation of the grievance.

If a satisfactory settlement is not made, the grievant shall submit it in writing to his/her immediate supervisor within five (5) working days following the oral disposition of the grievance by the supervisor. The grievance shall be signed by the employee. The supervisor shall then have five (5) working days to respond in writing.

Step 2. Superintendent or Designee

If a satisfactory settlement of the written grievance is not made in Step 1, the grievance shall be filed by the Steward with the Superintendent or Designee within ten (10) working days following the receipt of the supervisor's written disposition in Step 1.

A meeting will be scheduled by the Superintendent or Designee within ten (10) working days after receipt of the grievance. The grievant (or not more than two members of a group of grievants, together with the Steward, Local President, and, if desired, the MEA Representative), will meet with the Superintendent or Designee. The Superintendent or Designee shall answer the grievance in writing within ten (10) working days after the conclusion of the meeting.

Step 3. Arbitration

If the grievance has not been satisfactorily adjusted at Steps 1 or 2, the Association may request arbitration within thirty (30) calendar days after the reply of the Superintendent is received, by written notice to the Superintendent.

The arbitration proceedings shall be conducted by an ad hoc arbitrator to be selected by the Employer and Association within ten (10) days after notice has been given. If the parties fail to select an arbitrator within such time, either party may request that the grievance be referred to the American Arbitration Association. Thereafter, the grievance shall be handled in accordance with the rules of the American Arbitration Association.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

There shall be no appeal from the arbitrator's decision. Each such decision shall be final and binding on the Association and its members, the employee or employees involved, and Employer.

Section 2. **Timelines**

Any grievance upon which a disposition is not made by the Employer within the time limits prescribed or any extension which may have been agreed to, shall be deemed to be granted if the monetary liability of the district on such grievance does not exceed \$150. If the grievance involves a monetary liability in excess of \$150, the grievance shall automatically be referred to the next step of the grievance procedure. Any grievance not carried to the next step by the Association within the prescribed time limits agreed to shall be automatically closed upon the basis of the last disposition, and shall not be subject to further review unless stipulated to by the Employer and the Association. Any grievance resolved by default under this section shall not be considered a precedent for any other case.

No grievance may be considered unless it is filed at Step 1 within 20 working days of the occurrence of the event giving rise to the grievance.

Section 3. **Withdrawing a Grievance**

Any grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one month from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

Section 4. **Claims for Back Wages**

The grievant shall have no claim for back wages in excess of the amount of wages the grievant would otherwise have earned at her regular rate.

ARTICLE 19

DISCIPLINE

Section 1.

The employer shall not discipline (including discharge) an employee without just and stated cause (which shall include violation of the operational rules attached hereto). Except as otherwise provided in this Article, in the imposition of discipline against an employee, the Employer agrees to adhere to the following schedule of progressive corrective discipline:

- (1) Verbal warning (documentation placed in file);
- (2) Written reprimand;
- (3) One day off without pay;
- (4) One week off without pay;
- (5) More severe discipline (up to and including discharge).

In imposing discipline on a current charge, the Employer agrees not to take into account any minor infractions of record more than three years old.

Notwithstanding the foregoing, in cases of serious violations, the Employer may immediately impose more serious discipline (up to and including discharge) where circumstances warrant. Disciplinary penalties for accidents involving the use of Employer vehicles shall be governed by Article 20 of this Agreement.

Section 2. Employees shall be provided written notice of any disciplinary action taken against them. A notice of a disciplinary penalty less than termination shall include the following information:

- (1) Identify the misconduct.
- (2) Indicate expected correction.
- (3) Establish the time by which correction must be made.

Section 3. Employees shall be required to acknowledge receipt of all notices of discipline by signing and dating the Employer's copy of said notice(s).

Section 4. A copy of the written notice of disciplinary action taken against an employee shall be promptly provided to the Association President.

Section 5. Prior to imposing disciplinary action against an employee, the Employer will meet with the employee in an attempt to clearly understand the situation. The employee may request the presence of an Association Representative and if so requested, the Employer shall provide for an Association Representative to be present.

Section 6. The disciplined employee will be allowed to discuss her discipline with an Association Representative and the Employer will make available an area where she may do so, before she is required to leave the property of the Employer. Upon request, the Employer will discuss the discipline with the employee and the Representative within two (2) working days of said action.

Section 7. Should the disciplined employee, or the Representative, consider the discipline to be improper, the matter will be considered under the Grievance Procedure (Article VII), commencing at Step 1.

Section 8. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation (including field trips, provided the driver has signed within the last four postings of field trips prior to her suspension or discharge) and other rights and conditions of employment.

Section 9. **Probation**

- A. 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 as a member of the bargaining unit. The probationary period shall be ninety (90) calendar days.
- B. The probationary period of an employee may be extended by mutual agreement of the Employer and the V-BEST Association.
- C. The Association shall represent probationary employees for the purpose of collective bargaining with respect to wages, hours and conditions of employment as set forth in this Agreement, provided, however, that the discipline, discharge or

layoff of probationary employees shall be at the sole and exclusive discretion of the Employer and shall not be subject to the grievance procedure.

D. Probationary employees are at will employees.

ARTICLE 20

DISCIPLINE FOR ACCIDENTS
INVOLVING USE OF EMPLOYER VEHICLES

Definitions:

- (a) Accident: An event, occurrence or happening which is unexpected or undesigned, which has an element of chance or probability, and which produces unintended injury or property damage.
- (b) Non-Preventable Accident (non-chargeable): An accident which occurred in spite of the fact that the driver(s) did everything reasonable under the circumstances to prevent it.
- (c) Preventable Accident (chargeable): A preventable accident is one in which a driver fails to do everything she reasonably could have done under the circumstances to prevent it.
- (d) Vehicle: The definition of a vehicle shall include an automobile, bus, van, hi-low, tractor, motorcycle, or truck.

Chargeable accidents against an employee involving total damage under \$2,500 and not involving personal injury shall be considered a minor accident and the following progressive corrective discipline steps shall apply; however, the first chargeable accident involving total damage under \$300 and not involving personal injury shall result in a non-disciplinary warning regardless of where such person may then be in the progressive disciplinary chain.

- 1st Offense - Step 1: Written reprimand
- 2nd Offense - Step 2: One day off without pay
- 3rd Offense - Step 3: Three days off without pay and in-service training
- 4th Offense - Step 4: One week off without pay and in-service training
- 5th Offense - Step 5: More serious discipline up to and including discharge

Chargeable accidents against an employee involving total damage over \$2,500 or personal injury shall be considered a major accident and the following progressive corrective discipline steps shall apply:

- 1st Offense - Step 3: Three days off without pay and in-service training
- 2nd Offense - Step 4: One week off without pay and in-service training
- 3rd Offense - Step 5: More severe discipline up to and including discharge

All V-BEST

In cases of major accidents involving substantial property damage or personal injury, the Employer may immediately impose more serious discipline up to and including discharge. Employee chargeable vehicle accidents on record more than three years old shall not apply to this policy.

It is understood the Employer shall determine whether an employee accident is chargeable or non-chargeable and the Employer shall also determine the amount and kind of in-service training when necessary and shall reimburse the employee for all time involved. The decision will be a matter for the grievance procedure. In the event an employee incurs more than one chargeable accident within a three-year period involving a mix of major and minor accidents, the progression of steps shall be to the next available higher step unless more serious action is warranted, i.e., minor step 1 to major step 3, minor step 3 to major step 4, major step 3 to minor step 4.

ARTICLE 21

PERSONNEL FILE

Upon reasonable advance notice, all employees shall have the right to review the contents of their own personnel file, with the exception of letters of reference or other materials to which the employee has previously waived access or which may otherwise be exempt from disclosure under state or federal law. Employees shall also have the right to attach explanatory notes or letters to clarify those documents subject to disclosure in their personnel files. Copies of documents in an employee's personnel file shall be made available to employees in accordance with state and federal laws.

Because an employee's social security number can be used to obtain personal and confidential information including medical, economic and other data, the District agrees it will not release any employee's social security number to other than an official governmental body.

Whenever a FOIA request is made for any information regarding an employee, the district shall immediately notify the employee.

ARTICLE 22

OVERTIME AND COMPENSATORY TIME

Section 1. A. Definition

All hours worked by an employee in excess of forty (40) hours per week shall be paid at the rate of time-and-one-half. Except as otherwise provided in this Agreement, paid personal leave days, paid vacation days, paid holidays, paid inclement weather/Act of God days, and paid sick days shall be counted as hours worked for purposes of computing an employee's overtime entitlements.

However, at the point where an employee has accumulated eight (8) or more days of absence during the current contract year he/she shall not be eligible to have any of the above paid days counted as hours worked for purposes of computing overtime. Personal business days, vacation days and absences of three (3) or more consecutive days shall not be counted in the eight (8) accumulated absences.

B. Eligibility: Custodial Maintenance Employees

To be eligible for an overtime assignment, a custodial/maintenance employee must work his/her scheduled work day prior to an overtime assignment. Only hours credited for vacation, paid personal leave, paid vacation days, paid holidays and paid inclement weather/Act of God days will be credited as hours actually worked.

Section 2. Right to Overtime

Employees in the bargaining unit shall not have a right of first opportunity to available overtime. Temporary, casual and substitute employees may be used by the Employer without restriction, except that in normal situations the Employer agrees not to employ any such employees in excess of eight hours per day, Monday through Friday, nor will it assign such employees to perform maintenance and/or custodial functions on weekends.

Section 3. Equalization of Overtime

- Custodial/Maintenance Provision:
The Employer will make every effort to equalize within each job classification and building the distribution of overtime.
- Transportation Provision:
Equalization of overtime shall not apply to transportation employees. (See Article 64, Field Trips.)
- Paraprofessional Provision:
Equalization of overtime shall not apply when it is due to services related to a paraprofessional's assigned special needs student.

Section 4. Custodial/Maintenance After-hours Call-In

A custodial/maintenance employee reporting at the Employer's request for work not scheduled in advance and which is outside of and not continuous with his/her regular work period, shall be guaranteed a minimum of two (2) hours pay at his/her regular rate unless any part of the time actually worked by the employee shall raise the total hours worked in the work week to more than 40, in which case said additional time over forty hours shall be paid for at the rate of time-and-one-half.

Section 5. Working in a Higher Classification

An employee who works in a higher paid classification will receive the higher classification pay rate for straight time and 1.5 times the higher rate for any overtime worked in that capacity.

- **Special Provisions: Custodians**

A. When an afternoon custodian replaces a day head custodian, he/she shall receive the higher classification pay for time worked in that capacity, but shall receive his/her own overtime classification pay when returning to his/her regular job and is no longer working in the higher classification.

B. In the middle school, a custodian will receive his/her own rate for the regular eight-hour shift, but when he/she begins acting as the head custodian on a second shift, he/she will qualify for the higher overtime rate for as long as he/she acted in that capacity.

Section 6. Overtime in a Salaried Position/Higher Classification

When an employee works in a higher classification in which someone is paid an annual salary, the compensation shall be determined by dividing the higher salary by 2,080 to determine the basic hourly rate, and then will be multiplied by 1.5 for overtime hours.

Section 7. Compensatory Time

Time worked by an employee beyond the normal work schedule but, when combined with the normal assigned hours, does not exceed forty (40) hours in a given week shall be accrued as compensatory time off on an hour-for-hour basis.

- **Special Provision: Transportation**

There shall be no compensatory time for drivers or aides. However, the dispatcher and assistant dispatcher may qualify for compensatory time.

Time worked over eight hours in any day or over 40 hours in any week will be paid at one and one-half times the employee's straight time hourly rate. The allowance of an overtime premium on any hour shall preclude consideration of that hour as qualifying for overtime premium on any other basis. Only hours credited for paid holiday, paid personal leave and paid inclement weather/Act of God day/s will be credited as hours actually worked and eligible for inclusion in the forth (40) hour calculation.

Section 8. Compensatory Time Off/Overtime Pay

An employee shall be offered one of the following options when required to work in excess of the normal work week, i.e., forth (40) hours in a seven (7) day period commencing at 12:01 a.m. Monday and ending at midnight the following Sunday:

- A. Compensatory time off at the rate of time-and-one-half for each overtime hour or part thereof, worked by the employee.
- B. Compensation at the rate of time-and-one-half the employee's regular rate for each overtime hour, or part thereof, worked by the employee.

Section 9. Accrual and Use of Compensatory Time

Compensatory time off shall be allowed to accrue to a maximum of sixty (60) overtime hours (forty [40] hours times 1.5) and must be taken by June 30 of the contract year in which the time is accrued. The Employer shall arrange, with the employee, a schedule to use all accrued compensatory time prior to June 30 of each year or pay the employee for any remaining unused compensatory time.

When an employee requests use of accrued compensatory time, the Employer shall grant the request unless the time off would cause an undue disruption of the employer's operation. Employees may use accrued comp time to extend holidays or vacation.

Section 10. No Pyramiding of Overtime

The allowance of an overtime premium on any hour shall preclude consideration of that hour as qualifying for overtime premium on any other basis.

ARTICLE 23

CHANGE IN PERSONAL DATA

Section 1. Employees shall notify the employer of their correct name, address and telephone number. Any changes in an employee's name, address and telephone number shall be reported to the Employer within five (5) days after any such change occurs.

Section 2. The Employer shall be entitled to rely upon an employee's name, address and telephone number shown on its records for all purposes involving the employee's employment and this Agreement.

ARTICLE 24

PAY PERIODS

- Section 1.** All employees shall be paid on the second Friday of each bi-weekly payroll based on the hours worked during the pay period ending the preceding Sunday. Employees on the afternoon and midnight shifts may be allowed to receive their paychecks on the day preceding the payroll Friday. However, in any case where an employee demonstrates a pattern of absences on the day immediately following receipt of his paycheck, such employee shall forfeit the privilege of an early paycheck and shall thereafter only be paid on payroll Friday.
- Section 2.** Employees leaving on vacation shall, upon request, be given their regular paycheck before they leave for the time they will be gone, provided the payroll is completed prior to the commencement of the employee's vacation.
- Section 3.** Should it be established that an employee owes the school district monies, the parties authorize such monies to be deducted by way of payroll deduction.

ARTICLE 25

COPIES OF AGREEMENT

Copies of this Agreement shall be printed at the expense of the Employer, and presented to all bargaining unit employees presently and hereafter employed. The Employer shall also provide 10 copies of the Agreement to the Association without charge.

ARTICLE 26

NEGOTIATION PROCEDURES

- Section 1.** The parties agree to open negotiations for a successor Agreement not later than 60 days preceding the expiration of this Agreement.
- Section 2.** Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Employer and by the Association. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE 27

BUSINESS USE OF CAR

Any employee who is required and authorized pursuant to his/her job to travel on school business shall be paid mileage at the current IRS rate.

ARTICLE 28

MEDICALLY FRAGILE STUDENTS

The District acknowledges that it has and will continue to provide appropriate insurance, training, and equipment for employees working with medically fragile students. To select an employee to provide said services, the District shall post the position. The posting shall contain a description of the nature and extent of services to be provided. The most senior qualified employee bidding shall be awarded the position.

ARTICLE 29

HEALTH INSURANCE BENEFITS

Section 1. Eligibility for Health Benefits

A. 52 Weeks; Thirty to Forty (30 to 40) Hours Requirement

1. The Employer shall provide without cost to the bargaining unit member who is regularly scheduled to work a continuous fifty-two (52) weeks position (not a combination of a school term position and a summer position) and thirty (30) to forty (40) hours per week, MESSA PAK Tri-Med Plan, as specified herein, for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by MESSA, including sponsored dependents.
2. All members hired into the bargaining unit after September 15, 1994, shall pay twenty percent (20%) of the cost of their health benefits, and the district shall pay eighty percent (80%). Employees hired into the bargaining unit after September 15, 1994, also will not be eligible to receive cash in lieu of health benefits.

3. A member responsible for an insurance co-pay shall continue to pay that amount during the 30-day benefit waiting period for LTD.

PLAN A - for bargaining unit members electing MESSA health insurance:

Health:	Tri-Med (includes \$5,000 AD&D Basic Term Life)
Negotiated Long Term Disability:	66 2/3% \$3,000 Maximum Monthly Benefit 30 Calendar Days Straight Wait Pre-Existing Condition Waiver – Yes Freeze on Offsets – Yes Alcohol/Drug Waiver – Same as any other illness Mental/Nervous Waiver – Same as any other illness Waiver of Health Insurance Premium
Negotiated Life:	\$30,000 with AD&D
Delta Dental: (Plan Year is July to July)	80/80/80:\$800 or 50/50/50:\$800 (\$1,000 Maximum Class I & II)
Vision: (Plan Year is July to July)	VSP-2

Sponsored dependents shall be considered eligible dependents for Health Coverage only.

PLAN B – For bargaining unit members not electing health insurance:

Negotiated Long Term Disability:	66 2/3% \$3,000 Maximum Monthly Benefit 30 Calendar Days Straight Wait Pre-Existing Condition Waiver – Yes Freeze on Offsets - Yes Alcohol/Drug Waiver – Same as any other illness Mental/Nervous Waiver – Same as any other illness Waiver of Health Insurance Premiums
Negotiated Life:	\$35,000 with AD&D
Delta Dental: (Plan Year is July to July)	80/80/80:\$800 or 50/50/50:\$800 (\$1,000 Maximum Class I & II)
Vision:	VSP-2

B. Fewer than 52 Weeks; Thirty (30) Hours Requirement

1. The Employer shall provide to the bargaining unit member who is regularly scheduled to work fewer than 52 weeks and at least thirty (30) hours per week MESSA Tri-Med Plan, as specified herein, for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by MESSA, including sponsored dependents.

2. Bargaining unit members hired before September 15, 1994, who qualified for this benefit shall pay a co-pay as follows:
- | | |
|-------------|----------------|
| Full Family | \$500 per year |
| Two Person | \$450 per year |
| Single | \$250 per year |

A member responsible for an insurance co-pay shall continue to pay that amount during the 30-day benefit waiting period for LTD.

3. All members hired into the bargaining unit after September 15, 1994, shall pay twenty percent (20%) of the cost of their health benefits, and the district shall pay eighty (80%) percent. Employees hired into the bargaining unit after September 15, 1994, also will not be eligible to receive cash in lieu of health benefits.
4. As of ratification of the 1999-2000 Agreement, any member not currently enrolled in the health plan will become eligible for enrollment within this category only if there is a change in family status, and will pay 20% co-pay based on the employee's selected level of coverage (ff/2p/s).

PLAN A - For bargaining unit members electing MESSA health insurance:

Health:	Tri-Med (includes \$5,000 AD&D Basic Term Life)
Negotiated Long Term Disability:	66 2/3% \$3,000 Maximum Monthly Benefit 30 Calendar Days Straight Wait Pre-Existing Condition Waiver – Yes Freeze on Offsets – Yes Alcohol/Drug Waiver – Same as any other illness Mental/Nervous Waiver – Same as any other illness Waiver of Health Insurance Premium
Negotiated Life:	\$30,000 with AD&D
Delta Dental:	80/80/80:\$800 or 50/50/50:\$800 (Plan Year is July to July) (\$1,000 Maximum Class I & II)

Sponsored dependents shall be considered eligible dependents for Health Coverage only.

PLAN B – For bargaining unit members not electing health insurance:

Negotiated Long Term Disability:	66 2/3% \$3,000 Maximum Monthly Benefit 30 Calendar Days Straight Wait Pre-Existing Condition Waiver – Yes Freeze on Offsets - Yes Alcohol/Drug Waiver – Same as any other illness Mental/Nervous Waiver – Same as any other illness Waiver of Health Insurance Premium
Negotiated Life:	\$35,000 with AD&D
Delta Dental: (Plan Year is July to July)	80/80/80:\$800 or 50/50/50:\$800 (\$1,000 Maximum Class I & II)

C. Twenty (20) Hours Requirement: Employees Hired Before September 15, 1994:

1. The Employer shall provide to the bargaining unit members who are regularly scheduled to work at least twenty (20) hours per week but fewer than thirty (30) hours per week, and who were eligible to receive health benefits prior to September 15, 1994, MESSA Tri-Med Plan, as specified in Section B, above, for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by MESSA, including sponsored dependents.
2. Bargaining Unit Members eligible under this provision, but not currently enrolled as of July 1, 2000, will be allowed to newly enroll only when there is a change in the member's status; for example: the member's spouse loses health insurance coverage; the member gets separated or divorced and loses health insurance coverage, etc.

3. These bargaining unit members shall pay a co-pay as follows:

Full Family	\$1,100 per year
Two Person	\$1,000 per year
Single	\$ 400 per year

A member responsible for an insurance co-pay shall continue to pay that amount during the 30-day benefit waiting period for LTD.

4. As of ratification of the 1999-2000 Agreement, any member not currently enrolled in the health plan will become eligible for enrollment within this category only if there is a change in family status, and will pay 20% co-pay based on the employee's selected level of coverage (ff/2p/s).

D. Twenty (20) Hours Requirement: Employees Hired After September 15, 1994:

The Employer shall provide to bargaining unit members who are regularly scheduled to work at least twenty (20) hours per week but fewer than thirty (30) hours per week, and who were hired after September 15, 1994, MESSA Tri-Med Plan, as specified immediately above in Section 1, B, for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by MESSA, including sponsored dependents.

These bargaining unit members shall pay a twenty percent (20%) co-pay of the cost of the benefit that the district is charged for any other member in that category, i.e., full family; two-person; single person. For example, an employee choosing single person coverage would pay twenty percent (20%) of the single person rate.

A member responsible for an insurance co-pay shall continue to pay that amount during the 30-day benefit waiting period for LTD.

E. Current Employees Not Eligible for Health Benefits and Employees Hired After April 1, 2000.

As of April 1, 2000, any current employee working fewer than twenty (20) regularly scheduled hours per week and any newly hired employee shall only be eligible for health benefits when regularly scheduled to work at least thirty (30) hours per week.

F. LTD and Life Insurance for All Members

All members shall be eligible for and receive Negotiated Long Term Disability Insurance at a cost of \$5.00 per month to the member.

All members shall be eligible for and receive Negotiated Life Insurance at no cost to the member.

Section 2. Cash in Lieu of Health Insurance

Eligible bargaining unit members who do not elect MESSA-PAK Tri-Med Plan A will select MESSA-PAK Tri-Med Plan B plus receive \$750 cash paid out over either a ten (10) or twelve (12) month schedule, at the employee's option.

An employee receiving cash in lieu of health benefits shall continue to receive the cash benefit payout each month unless the employee is on a voluntary, unpaid leave, i.e., a leave other than medical or emergency leave.

Section 3. Family Status Change: Switching from Cash to Health Insurance

An eligible bargaining unit member who chooses cash in lieu of health insurance may elect to receive the health insurance at any time during the year if there is a change in circumstances; for example: the member's spouse loses health insurance coverage; the member gets separated or divorced and loses health insurance coverage.

Section 4. Section 125 Plan

The District shall provide to bargaining unit members a qualified plan under Section 125 of the Internal Revenue Code that includes the following:

- a. Cash Option Plan
- b. Premium Contribution Plan
- c. Medical Spending Account
- d. Dependent Care Reimbursement

Bargaining unit members electing any of these benefits shall do so through a salary reduction agreement.

The program will become effective thirty (30) days from the date of this agreement.

All costs relating to the implementation and administration of benefits under this program shall be borne by the employer.

Funds unexpended at the end of each insurance year shall be paid to the Belleville High School Scholarship Fund.

Section 5. Open Enrollment Period

Bargaining unit members shall have the right to select health insurance or the cash in lieu of health insurance during the open enrollment period each school year.

Section 6. No Double Coverage

No bargaining unit member shall be eligible to receive insurance coverage through the Van Buren Public Schools in addition to being covered by insurance paid through any other source unless the employee provides evidence that the coverage from another source is mandatory.

Section 7. Option to Purchase Insurance

Bargaining unit members not eligible for Board-paid insurance coverage may purchase MESSA Tri-Med Plan (not the MESSA PAK; includes health coverage, only, not dental or vision) at his/her own expense, not to exceed the cost of the benefit that the district is charged for any other member in that category, i.e., full family; two-person; single person. For example, a single person choosing single person coverage would pay the single person rate. An employee purchasing insurance shall pay for it on a monthly basis, in advance, by money order, check, or payroll deduction.

Section 8. Option to Purchase Life Insurance

All bargaining unit members may buy up to an additional \$15,000 in term life insurance at his/her own cost.

Section 9. Dual Choice

The parties agree to the following interpretation of dual choice concerning Hospital-Medical Insurance coverage:

1. The employee may select single subscriber hospital-medical coverage, paid by the Board, with the spouse electing single subscriber coverage from his/her employer in instances of the husband-wife family unit with no children or dependents. This does not apply to a husband and wife within the Van Buren Public Schools.
2. The following shall not be considered an employer paid hospital-medical insurance plan for purposes of no dual coverage:
 - A. If the individual is covered by a corporate plan which becomes insolvent, the employee is eligible for coverage.

- B. Hospital-Medical coverage provided by another employer, but whose premiums paid by the employee's spouse in the amount of 50%.
 - C. Hospital-Medical insurance coverage dictated by legal decrees, such as divorce decrees, which require that the dependent's hospital-medical coverage be provided by the employee and/or his/her spouse resulting in dual insurance coverage.
 - D. Hospital-medical insurance that is mandated by another employer. In the event that a spouse's employer refuses to drop or reduce its hospital-medical coverage, the employee shall provide a letter from his/her spouse's employer as proof of refusal to drop or reduce its hospital-medical insurance coverage. The district will pick up insurance for the employee and dependent children. Van Buren has the option of pursuing such cases with the spouse's employer.
 - E. Requests for dependent coverage change which do not fall within the spouse's insurance open enrollment window period. Dual hospital-medical insurance coverage shall be allowed temporarily for the employee, spouse, and his/her dependents, if the request for dependent coverage change does not fall within the spouse's insurance open enrollment window period. Such dual coverage shall be extended until the effective date following the next open enrollment period.
 - F. Waivers of hospital-medical coverage that would also waive vision, dental, or life insurance benefits. When a waiver of health care coverage would also have the effect of waiving vision, dental or life insurance benefits under another employer's health care plan, then the employee may be allowed double coverage.
 - G. Limited health insurance plans mandated by statute. An individual receiving health benefits through the U. S. Government or Veteran's Administration, for example, which are limited to a specific condition or may be limited benefits for all conditions, the individual would be eligible for Van Buren School District health insurance.
 - H. Hospital-medical coverage provided under a pension or retirement plan where the coverage is mandatory.
3. Hospital-medical coverage shall be allowed for the employee's over-age dependents when the spouse's policy does not provide for said coverage.

Section 10. No Loss of Benefits

An employee hired by the District prior to September 15, 1994, moving from one division to another shall not experience a reduction in health benefits currently enjoyed provided he/she is employed the minimum number of hours required to qualify for that level of benefits as specified elsewhere in this article.

ARTICLE 30

WAGE SCHEDULES

All employees who retired under MPSERS from July 1, 2002, through the date of ratification of this agreement, and all individuals who are on the employer's payroll or on leave of absence as of the date of ratification, shall receive a retroactive wage payment based on time worked during the period.

A. The wage schedules shall be increased as follows:

2002-2003: 2% 2003-04: 2.5%

The parties agree to suspend Paragraph C. 2, only, for the duration of the 2002-04 years. During the bargaining for the 2004-06 re-opener, the parties may bargain over any savings occurring as a result of the following paragraphs.

B. In addition to the above schedule increases, the 1999-2000 wage schedules shall be increased to the extent possible by applying any savings generated by the initial change from health insurance plan provided in the 1998-99 contract year to MESSA Tri-Med during the 1999-2000 contract year. These increases in wage schedules shall be applied to the wage schedules at the maximum step, only; except in the case of the custodial/maintenance wage schedules, the increases shall be applied to all.

The savings from the initial change will be applied to the wage schedules effective July 1, 2000, and there shall be no retroactive pay.

- C. 1) The parties agree to develop a list of employees working at least 20 hours per week but fewer than 30 hours per week who are enrolled in the district-provided health plan as of the date of ratification. The list shall be attached to this Agreement as an appendix.
- 2) At the beginning of the 2000-2001 and subsequent contract years the parties agree to use the health insurance billing system in order to develop a list showing whether and how many members in the 20-hour but less-than-30-hour category (as listed in the appendix referenced in A, above) and have moved out of that category during the prior contract year, thus producing additional savings. Those savings shall be calculated from not earlier than May 1, 2000. Those savings, if any, will be applied to the wage schedules, on the maximum step, only, as a percentage increase for the subsequent contract year. (The first \$12,443 of savings shall be treated pursuant to a letter of understanding.)
- 3) a. As of ratification of the 99-00 Agreement, any member hired before September 15, 1994, and currently enrolled in the district's health plan, or receiving cash in lieu and who has a change in family status, who later moves into the category of fewer than 52 weeks with 30 hours but less than 40 hours, will pay the 500/450/250 co-pay, based on the employee's selected level of coverage (ff/2p/s).

- b. As of ratification of the 99-00 Agreement, any member hired before September 15, 1994, and not currently enrolled in the health plan and not receiving cash in lieu, will be come eligible only if there is a change in family status, and will pay 20% co-pay based on the employee's selected level of coverage (ff/2p/s).
- c. As of ratification of the 99-00 Agreement, any new employee who qualifies for enrollment will pay 20% co-pay based on the employee's selected level of coverage.

D. Wage Scale Placement When Transferring From One Division to Another

When a member transfers from one division to another division that member shall be placed on step one of the new division. After completion of five (5) years in the new division the member shall be granted full credit for all years of service in the bargaining unit and be placed on the appropriate step of the wage scale. For example, if a paraprofessional with 15 years of seniority transfers to a maintenance position, that member would be placed on step one of the maintenance wage scale. After completion of five years in the maintenance division that member would be given credit for his/her prior 15 years credit, and would be placed on the appropriate step, which at this time would be step 17.

All V-BEST

HOURS/WEEKS	CO-PAY	BENEFITS	CONDITIONS
<p>A.</p> <ul style="list-style-type: none"> • 52 Weeks, continuous employ • 30-40 hours 	<p>If hired after Sept. 15, 1994, 20%</p>	<p>MESSA-PAK TRI-MED</p>	
<p>B.</p> <ul style="list-style-type: none"> • Fewer than 52 weeks • 30 hours but less than 40 hours 	<p>Ff 500 2p 450 1p 250 If hired after Sept. 15, 1994, 20%</p>	<p>MESSA TRI-MED: Health, Dental, LTD, Life</p>	<p>1. As of ratification of the 99-00 Agreement, any member currently enrolled in the district's health plan, or who is currently receiving cash in lieu and has a change in family status, who later moves into this category will pay the 500/450/250 co-pay, based on the employee's selected level of coverage (ff/2p/s).</p> <p>2. As of ratification of the 99-00 Agreement, any member not currently enrolled in the health plan will become eligible for enrollment within this category only if there is a change in family status, and will pay 20% co-pay based on the employee's selected level of coverage (ff/2p/s).</p> <p>3. As of ratification of the 99-00 Agreement, any new employee who qualifies for enrollment within this category will pay 20% co-pay based on the employee's selected level of coverage.</p>
<p>C.</p> <ul style="list-style-type: none"> • 20 hours • hired BEFORE Sept. 15, 1994 	<p>ff 1,100 2p 1,000 1p 400</p>	<p>MESSA TRI-MED: Health, Dental, LTD, Life</p>	
<p>D.</p> <ul style="list-style-type: none"> • 20 hours hired AFTER Sept. 15, 1994 	<p>ff – 20% heal/dental 2p – 20% health/dental 1p – 20% health/dental</p>	<p>MESSA TRI-MED: Health, Dental, LTD, Life</p>	
<p>E.</p> <p>Fewer than 20 hours, hired after April 1, 2000</p>	<p>Not eligible for health/dental</p>	<p>LTD, Life</p>	<p>As of ratification , will not be eligible for health benefits until working 30+ hours per week.</p>

**V-BEST SALARY SCHEDULE
2002-2003 (2%)**

2002-03 Transportation

Drivers	
Start	11.70
90 days	12.15
1 yr	12.75
2 yr	13.50
3 yr	14.30
4 yr	16.05

Aides:	
Start	11.70
90 days	12.15
1 yr	12.75
2 yr	14.25

2002-03 Custodial/Maintenance

	Step							
	Prob.	Start	2	3	4	5	6	7
Class I	16.90	16.90	17.15	17.45	17.85	18.20	18.55	20.00
Class II	15.70	15.70	16.00	16.30	16.85	17.00	17.30	18.75
Class III	15.25	15.25	15.50	15.85	16.10	16.40	16.90	18.10
Class IV	12.15	14.10	14.45	14.75	15.25	15.50	15.90	16.65

Classifications:

Grade I: Physical Plant Maintenance Audio-Visual Repair Warehouseman High School Head Custodian Skilled Carpenter Bus Mechanic (Certified: possess CDL)	Grade II: Groundskeeper Jr. High Head Custodian Deliveryman Auditorium Manager Apprenticeship
Grade III: Elementary Head Custodian High School Day Custodian*	Grade IV: Custodian

* This position (one only) shall revert to Grade IV when the current employee vacates that position.

2002-03 Paraprofessionals

Step:	
Prob.	9.00
1	10.20
2	10.60
3	11.05
4	11.70
5	12.75

Tech Aide:	
Prob.	13.45
1	14.60

Note:
The Employer agrees to allow paraprofessionals the option of being paid on a 12-month basis.

**V-BEST SALARY SCHEDULE
2003-2004 (2.5%)**

2003-04 Transportation

Drivers

Start	12.00
90 days	12.45
1 yr	13.05
2 yr	13.85
3 yr	14.65
4 yr	16.45

Aides:

Start	12.00
90 days	12.45
1 yr	13.05
2 yr	14.60

2003-04 Custodial/Maintenance

	Step	Prob.	Start	2	3	4	5	6	17
Class I		17.35	17.35	17.60	17.90	18.30	18.65	19.00	20.50
Class II		16.10	16.10	16.40	16.70	17.25	17.45	17.75	19.20
Class III		15.65	15.65	15.90	16.25	16.50	16.80	17.35	18.55
Class IV		12.45	14.45	14.80	15.10	15.65	15.90	16.30	17.05

Classifications:

Grade I:	Physical Plant Maintenance Audio-Visual Repair Warehouseman High School Head Custodian Skilled Carpenter Bus Mechanic (Certified: possess CDL)	Grade II:	Groundskeeper Jr. High Head Custodian Deliveryman Auditorium Manager Apprenticeship
Grade III:	Elementary Head Custodian High School Day Custodian*	Grade IV:	Custodian

* This position (one only) shall revert to Grade IV when the current employee vacates that position.

2003-04 Paraprofessionals

Step:

Prob.	9.25
1	10.45
2	10.85
3	11.35
4	12.00
5	13.05

Tech Aide:

Prob.	13.80
1	14.95

Note:

The Employer agrees to allow paraprofessionals
The option of being paid on a 12-month basis.

ARTICLE 31

DURATION

This Agreement shall become effective on the 1st day of July, 2002, and shall continue in effect until the 30th day of June, 2006.

IN WITNESS WHEREOF, the parties have, by their duly authorized officers and agents, signed and executed this Agreement on the day and year first above written, at Belleville, Michigan.

Van Buren
Education Support Team/MEA

Van Buren Public Schools
Board of Education

LETTER OF UNDERSTANDING

The parties agree as follows:

- 1) that the assistant dispatcher shall be placed on the "Year 1" step of the drivers' wage schedule for the 1999-2000 contract year; and, the dispatcher shall be placed on the "Year 3" step of the drivers' wage schedule for the 1999-2000 contract year.
- 2) the bus mechanics will be placed on Step 5 of Grade I of the Custodial/Maintenance Wage Schedule for the 1999-2000 contract year. As of July 1, 2001, for purposes of advancement on the wage schedule, the seniority of each of the mechanics, only, (Mike Signorelli, Charles Evans, Joe Wieck, Jr.) shall be computed from his first day of work in the school district.

FOR THE DISTRICT:

FOR THE ASSOCIATION

LETTER OF UNDERSTANDING

National Health Care Program

In the event a national health care program is enacted that would affect the health care benefit of this agreement in any way, the parties agree to negotiate the impact of such changes, if necessary. The parties agree that the goal of any such negotiations shall be to maintain health care benefits at their current level and costs so as to minimize any negative consequences to the members and/or any unanticipated cost increase for the district.

MEMORANDUM OF AGREEMENT

**Non-Smoking Provision
Public Act 459**

In accordance with PA 459, effective September 1, 1993, the use of all tobacco products will be prohibited within and on any and all buildings, facilities and vehicles owned or leased by or to the Van Buren Public Schools. This provision shall supersede any and all contrary and/or inconsistent policies, rules, regulations, or contract provisions with which it may conflict or modify.

The school district will arrange, at no cost to the employer or the employee, a smoking cessation overview program at least once a year.

An employee who engages in the use of tobacco products in violation of the above prohibition shall be subject to the following progressive discipline:

1. First offense - oral warning or enrollment within 14 days in a smoking cessation program at the employee's own expense.
2. Second offense - written reprimand.
3. Third offense - suspension without pay.

An employee will not be disciplined per the provisions above for smoking while acting in a non-official capacity.

At any step of the progressive discipline, an employee can postpone that level of discipline, up to three times, by enrolling each time in a mutually agreeable smoking cessation program, at his/her own expense, and must provide documentation that he/she has successfully completed the program. If the employee violates the smoking ban on school premises while in the smoking cessation program, he/she will automatically move to the next level of discipline which will be postponed the first time it occurs. If there is a repeat violation of the smoking ban while in the smoking cessation program, the discipline will be imposed.

LETTER OF AGREEMENT

This letter of agreement is reached by and between the Van Buren Public Schools (the "District") and the Van Buren Educational Support Team.

In support of the outstanding job performance of the bus mechanics, and any misunderstandings regarding the tool allowance which may have existed at the time of transition between Laidlaw and Van Buren, the parties agree that the District shall provide an annual stipend of \$200 to each bus mechanic as a personal tool leasing agreement.

However, any mechanic hired after February, 2001, shall not receive a personal tool leasing agreement, and shall be expected to provide, maintain, and replace his/her own personal tools, at his/her own expense.

CUSTODIAL/MAINTENANCE EMPLOYEES ONLY

ARTICLE 40

SENIORITY WITHIN THE CUSTODIAL/MAINTENANCE DIVISION

Section 1. Definition of Seniority

- A. Seniority shall be defined as the length of service within the district as a bargaining unit member in the Custodial/Maintenance Division. Accumulation of seniority shall begin from the bargaining unit member's first working day as a regular custodial/maintenance employee not to exceed sixty (60) calendar days prior to his/her approval for hire by the Board of Education.

In the event that more than one individual bargaining unit member has the same starting date of work, his/her position on the seniority list shall be determined by drawing lots.

- B. All seniority shall be computed on an annual basis regardless of the number of hours worked per day or per week.
- C. Employees may not use seniority earned within the Custodial/Maintenance Division when bidding on or applying for a position in the Paraprofessional or Transportation Division.

Section 2. Probation

- A. The probationary period shall be ninety (90) calendar days. The 90 calendar day probationary period shall be extended by the amount of any unpaid days and/or any absences in excess of three consecutive days.
- B. The probationary period of an employee may be extended by mutual agreement of the Employer and the V-BEST Association.
- C. The Association shall represent probationary employees for the purpose of collective bargaining with respect to wages, hours and conditions of employment as set forth in this Agreement, provided, however, that the discipline, discharge or layoff of probationary employees shall be at the sole and exclusive discretion of the Employer and shall not be subject to the grievance procedure. Probationary employees are at-will employees.

- D. The employee's progression on the wage schedule shall be determined by his/her first day of work as a regular employee in that division.

Section 3. Positions Within the Custodial/Maintenance Division

The following classifications are included in the Custodial/Maintenance Division:

- 1. Custodial
- 2. Maintenance
- 3. Bus Mechanic

Section 4. Seniority List

- A. The seniority list will show the names, job titles, and seniority dates of employees by Division.
- B. The Employer shall post an up-to-date copy of the seniority list in appropriate employee break or work areas and provide same to the V-BEST Association President by September 30 of each year.
- C. For a period of 30 days following such posting, each employee shall examine it and notify his/her immediate supervisor of any error. Such alleged error, if not resolved, may be the subject of the grievance procedure. If uncontested by the employee the employer may rely on the seniority list without incurring liability.
- D. Any bargaining unit member promoted on or after July 1, 1978, to a position outside the bargaining unit but in the employ of the Employer shall retain his/her bargaining unit seniority for a maximum period of six (6) months following the date of promotion. If the bargaining unit member returns to the bargaining unit, he/she shall be placed in his/her prior position.

Section 5. Loss of Seniority

An employee shall lose seniority for the following reasons:

- A. The employee resigns or quits.
- B. The employee retires or receives a pension benefit under the Michigan Public School Employees Retirement System (MPSERS).
- C. The employee is separated from the Employer as a condition of a disability settlement.
- D. The employee is discharged and the discharge is not reversed through the grievance procedure.
- E. The employee is absent for three (3) consecutive working days without notifying the Employer. In proper cases, the Employer may make exception. After such absences, the Employer will send written notification to the employee at his/her last known

address informing the employee that he/she has lost his/her seniority and his/her employment has been terminated.

- F. The employee does not return when recalled from layoff as set forth in the recall procedure. In proper cases, the Employer may make exception.
- G. The employee is laid off for a period in excess of his/her accumulated seniority.

ARTICLE 41

EMPLOYMENT

Definitions. Regular full-time employees shall be defined as those employees who are regularly assigned to work 40 hours per week. Regular part-time employees shall be defined as those employees who are regularly assigned to work between 25 and 40 hours per week.

Section 1. Employment Applications

All applications for employment in the bargaining unit shall be made, in writing, to the Director of Personnel or other designated official according to the procedure adopted by the Employer.

Section 2. Assignment/Transfer

The temporary assignment or transfer of an employee from one job classification to another or to a different building or job location shall be at the discretion of the Employer. The Employer also reserves the right to permanently assign or transfer employees to a different building or job location when circumstances so warrant.

Section 3. Involuntary Transfer

Preceding the permanent transfer of an employee, the Employer agrees to meet with the employee to be transferred and the President of the Local Union to discuss the reasons for such action. In circumstances where the transfer of an employee will necessitate the involuntary transfer of another employee, the Employer agrees to first seek volunteers among employees holding the same job classification in other buildings or job locations to which the transferring employee may be assigned. If there are no volunteers, the least senior employee holding a position in the same job classification in a building or job location in which the Employer desires to assign the transferring employee, shall be displaced and moved into the position vacated by the transferred employee.

If an employee does not understand or otherwise disagrees with the change in assignment, the employee may request the matter be reviewed administratively by the Director of Personnel at Step 2 of the Grievance Procedure. If the employee is dissatisfied with the decision at Step 2, the employee may appeal such decision to the

Superintendent of Schools at Step 3. The decision of the Superintendent of Schools shall be final and binding and shall not be subject to further review under the arbitration provisions of this Agreement or any other forum.

Section 4. Filling Vacancies

If a regular position vacancy occurs in the bargaining unit, and if the Employer determines to fill such positions, the position shall be posted on the bulletin board for a period of five workdays. The posted notice shall include the classification, starting salary, shift and, where applicable, the building location.

Seniority employees may make a written application for posted position vacancies. The Employer shall consider minimum education and experience requirements for the position, past performance, ability, seniority, merit and attendance in filling a position vacancy. With the exception of apprentice and summer grounds/maintenance positions, vacancies will be awarded to the most senior applicant who meets all of the Employer's requirements for the position. The appointment of employees to apprentice and summer grounds/maintenance positions shall be as provided for in the Letter of Understanding appended to this Agreement.

If applicants from within the bargaining unit fail to meet the Employer's requirements, the Employer may fill such position(s) from outside the bargaining unit. The Employer's decision with regard to the qualifications and selection of employees shall be final and shall not be subject to review under the arbitration provisions of this Agreement or otherwise.

Section 5. 90-Day Probation in a Position Vacancy

If a seniority employee is awarded a position vacancy, the employee shall be considered to be on probation in his new status for 90 calendar days and if during that period he is laid off or it is determined that his services in his new status are unsatisfactory, he shall be transferred back to his former status without loss of seniority.

Section 6. Temporary Vacancies

The Employer may fill temporary positions through the transfer of bargaining unit members or the assignment of substitute, temporary, casual or other non-bargaining unit employees. A bargaining unit employee who is transferred to fill a temporary vacancy in a different classification shall receive the rate of pay of his regularly assigned job classification or the rate of pay of the job classification to which he is temporarily assigned, whichever is greater. Temporary reassignments of current employees shall not be limited to emergency situations nor a critical activity related to the total operation of the school system, but ordinarily shall not exceed 90 days.

Section 7. Work Day and Work Week

The regular work day for regular full-time employees shall consist of eight (8) hours, exclusive of an unpaid thirty (30) minute lunch period.

The regular work week of a regular full-time employee shall consist of five (5) consecutive work days, Monday through Friday, for a total of 40 work hours in any one week. This provision shall in no way be construed as a guarantee to work or time.

Section 8. Work Shifts; Leaving the Building During the Shift

Three shifts are recognized under this Agreement:

- * Morning Shift 7:30 a.m. to 3:30 p.m.
- * Afternoon Shift 3:30 p.m. to 11:30 p.m.
- * Night Shift 11 p.m. to 7 a.m.

The above shift times may be adjusted by the Manager of Plant Operations and Maintenance in accordance with scheduled school times on an individual building or district-wide basis.

Employees shall not leave their building at any time during their shift without obtaining prior approval from the Head Custodian or immediate supervisor. Approval shall be required for each occasion.

Section 9. Breaks and Lunch

All employees shall be allowed one fifteen minute relief period before lunch and one fifteen minute relief period after lunch. Such time may not be accumulated. Relief periods shall not be taken during the first or last hour of the work shift. All relief and lunch periods shall be scheduled by the supervisor, building head custodian or maintenance-grounds foreman.

Employees working the afternoon and night shifts shall receive a 30 minute paid lunch period in lieu of a shift premium.

ARTICLE 42

REDUCTION IN FORCE

Section 1. Notice of Layoff

In normal situations, the Employer shall give the Union and affected employees thirty calendar days written notice of a reduction in force. The Employer shall give twenty-four hours written notice in emergency situations, including strikes by other employees.

Section 2. Layoff Procedure

Any seniority employee whose position has been eliminated or who is bumped out of his position will be placed in a vacant position in the same classification and pay grade. If no such vacancy exists, the employee whose position has been eliminated or the employee who has been bumped out of position shall use his seniority to bump into the position occupied by the least senior person in the same classification and pay grade. If there is no employee with less seniority in the same classification and pay grade, the displaced employee shall be placed in the next lower classification and pay grade where there is either a vacancy or a less senior employee holding a position for which the displaced employee is qualified or be laid off. In no case shall any employee be placed in or be permitted to bump into a higher classification.

Section 3. Recall Procedure

- A. In the event of recall, the most senior employee on layoff shall be recalled to a position vacancy in a classification equal to or lower than the classification last held prior to layoff. If there is more than one (1) vacancy for which an employee is eligible, the most senior employee subject to recall shall be offered a choice as to the position to which he shall be recalled.
- B. The Employer shall not be obligated to recall any employee to a position in a classification and pay grade higher than that which the employee formerly held or for which the employee is not qualified or otherwise able to perform in all respects. The Employer shall also not be obligated to recall an employee once the employee has refused to accept an offered position or for whom the right to recall has expired.
- C. Laid off employees shall be eligible for recall for a period equal to their seniority as of the date of layoff.
- D. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within five work days from the date notice of recall is mailed, he shall be considered a voluntary quit.

ARTICLE 43

HEALTH, SAFETY AND OTHER CONDITIONS

Section 1. Observance of Safety Rules

The Employer, Union and employees shall be mutually responsible for the observance of safety rules and regulations. It shall be the responsibility of the employee to report defective equipment and unsafe working conditions to the Employer.

Section 2. Unacceptable Conditions; Assault on an Employee

Should an employee believe that his work requires contact with unsafe or unhealthy situations in violation of acceptable safety and cleanliness standards, the matter shall be brought to the attention of the Manager of Plant Operations and Maintenance and/or the Director of Personnel for full consideration in correcting or alleviating the condition.

The employee shall report any case of assault to his immediate supervisor. The Employer shall provide the employee with legal counsel to advise the employee of his rights and obligations with respect to such assault.

Section 3. Employer-provided Clothing

The Employer will supply coveralls and boots for the maintenance and grounds personnel, subject to the following conditions:

- A. Coveralls and boots are to be worn only when duties involve work that might damage the employee's street clothes.
- B. The Employer will be responsible for the cleaning of coveralls. When coveralls are not in use they shall be stored in the Maintenance Department.
- C. Coveralls and boots will be replaced at the discretion of the Employer.
- D. Upon termination of employment the employee's coveralls and boots shall remain the property of the Employer.

Section 4.

A. Safety Procedures

Two (2) employees will be assigned to perform hazardous work at an elevation of two or more stories or work that is to be performed in a crawl space tunnel.

B. Tools and Equipment

The Employer shall provide employees with tools and equipment in the performance of their duties. The Employer shall further provide a procedure for employees to submit written requests for such items. Where necessary, the Employer further agrees to confer with employees on the selection of new tools and equipment and their proper use.

C. Care of Animals and Pets

The care of animals or pets housed in a classroom on a continuous basis or during the summer months shall not be the responsibility of the custodian. No domestic animals or pets shall be allowed to run freely in any building. Moreover, the care and cleaning of employee owned furniture and equipment stored or used in a building shall not be the responsibility of the custodian.

D. Defective Vehicle

In the event an employee is authorized to use an Employer owned vehicle with a defect previously reported to the Employer, the Employer agrees to assume responsibility for any related traffic citations issued by a police department provided the employee reports the citation within 48 hours.

Section 5. In-Service Training

The Employer, Union and the employees recognize the importance of job related in-service training and skills improvement for all employees within the bargaining group. In this respect, all parties agree to cooperate in developing an ongoing training program that will provide appropriate in-service training for the benefit of all parties concerned.

Section 6. Safety Committee

The Employer and the Union shall jointly establish a Safety Committee for the purpose of advising the Employer of possible safety hazards and recommendations for correction. The Committee shall be made up of two (2) individuals appointed by the Employer and two individuals appointed by the employees. The adoption of the Safety Committee's recommendations shall be at the sole and exclusive discretion of the Employer.

Section 7. Time Clocks

The Employer may, at its discretion, utilize time clocks for the recording of employees' hours of work.

D. Summer Grounds/Maintenance Work

During the summer vacation months up to two (2) persons in Grade IV shall be permitted to temporarily transfer to the Grounds/Maintenance Department. The following conditions shall apply to such transfers.

- 1) The selection of employees to perform grounds/maintenance work shall be at the discretion of the Employer. The Employer may require employees to take a test to determine their aptitude for such work.

Section 3. Ground Crew Licenses: CDL

All Ground Crew members shall be required to hold a valid CDL. Those members not currently having one shall obtain one within six (6) months following the date of ratification of this agreement.

ARTICLE 45

MAINTENANCE APPRENTICE

MAINTENANCE COMMITTEE

A committee shall be created consisting of the Association President, one maintenance employee, the maintenance supervisor and the plant manager. This committee shall be charged with the responsibility of identifying a qualified outside consultant to provide aptitude and related skills knowledge testing for applicants applying for a vacant apprentice, apprentice understudy, or general maintenance position. This committee shall also work with such consultant in defining the duties, responsibilities, experience, education and other requirements of the employer's apprentice, apprentice understudy, or general maintenance position(s), as referenced in this article. The committee shall report its findings and recommendations to the Superintendent of Schools and the Director of Personnel within 90 days of the parties' execution of this agreement.

GENERAL MAINTENANCE

Section 1. Apprentice/Apprentice Understudy Positions

The Employer shall create an apprentice and apprentice understudy position with the Buildings and Grounds Department to provide an opportunity for an employee with an aptitude for maintenance work to develop the necessary skills to qualify for a general maintenance position. The person who is appointed as an apprentice or apprentice understudy will be rotated through the functions that are performed in the employer's

general maintenance department; provided, however, during certain periods of the spring, summer and early fall, the apprentice and/or apprentice understudy may also be assigned to grounds work to provide relief and reduce the need for overtime in that area.

Section 2. Application Requirements

- A. To apply for an apprentice or apprentice understudy position, an employee must have a minimum of twelve (12) months service with the Employer as a regular full-time employee.
- B. The custodial/maintenance employees shall have the first opportunity to apply for all apprentice positions. If there are no qualified applicants from the custodial/maintenance department, the positions shall then be posted again for the remainder of the V-BEST membership to apply. If no applicants from the V-BEST membership qualify, then the position(s) shall be posted and filled from outside the school district.
- C. If a candidate applies in writing for a specific posted opening, and later elects to withdraw in writing from further consideration for the same specific position, he/she shall not be eligible to reapply for that same specific position.
- D. All applicants for the apprentice program shall be required to complete an aptitude test; the scores on the various categories tested must average a minimum of seventy percent (70%). This test will be administered by a third party, who shall advise the employer of the employee's aptitude for maintenance work. Employees who are determined by such third party to not have the necessary aptitude for maintenance work shall not be considered further for that position. The apprentice test will only be offered at the time an apprentice or apprentice understudy position opens; all applicants will be required to take a new test each time a position opens.

Section 3. Selection Process

- A. The employer shall appoint the best qualified applicant for an apprentice vacancy based on the highest test scores, and the minimum qualifications for the position.
- B. The criteria for selecting the successful candidate for an apprentice or apprentice understudy positions shall be: aptitude test results count 80%; personal and professional qualities count 20%.
- C. After the test results and professional qualities are weighed, the District shall make a master list of applicants in the order they have qualified (highest to lowest). The District shall utilize this list to fill an apprentice or apprentice understudy position for which the District is currently testing.
- D. Commencing September, 2001, the top two qualifying candidates shall be given the apprentice or apprentice understudy positions. After these two initial positions are filled, only the apprentice understudy position shall be posted and filled, unless circumstances warrant.

Section 4. Apprentice Requirements

- A. The person appointed to an apprentice position shall be on probationary status while in this position.
- B. The maintenance supervisor shall conduct a written evaluation of the apprentice during the first ninety (90) days, and thereafter every six (6) months.
- C. The apprentice will be required to earn forty (40) credit hours of employer approved course work during non-duty hours. Each credit hour is the equivalent of fifteen (15) contact hours of class time. The apprentice is required to earn six hundred (600) course work equivalency contact hours, and four thousand (4000) contact hours as an apprentice in assigned areas within the maintenance department. The apprentice must complete all the training within four (4) years. Under mutual agreement, the employer and the association have the option to reduce the contact hours based on prior experience.
- D. If the apprentice fails to complete the requirements on time, or is removed from, or quits, the apprentice program, the following shall apply: During the first year of service as an apprentice, the apprentice shall have the right to return to his/her former position. After the first year of service, the apprentice shall be permitted to return to his/her former classification by bumping the least senior person in such classification.
- E. Upon completion of the required coursework with a grade of "C" or better, the apprentice shall be reimbursed for the cost of tuition, text books and required reference materials. Textbooks and reference materials paid for by the Employer shall be the property of the Employer and shall be placed in a resource library for use by all maintenance employees upon course completion.
- F. If a maintenance position is not available after completing the training and course study requirements, the apprentice shall remain in the apprentice position and be paid at the maintenance rate.
- G. If a maintenance position becomes available before, or after, the completion of the apprentice requirements, the apprentice shall be awarded the position. If this position becomes available before the completion of the requirements, the apprentice shall be awarded the position and is still required to complete the remainder of the training as outlined in Section 4 of this Agreement. At the point in time that the apprentice position is vacated, the apprentice understudy shall assume apprentice status, and the vacated apprentice understudy position shall be subject to the testing procedure, as outlined in Section 2.
- H. An applicant from Grade I who is appointed to an apprentice position shall continue to be paid in accordance with the Grade 1 salary schedule. All other apprentices will be compensated in accordance with the Grade II salary schedule.

- I. The District shall provide coursework only for the apprentice understudy. Reimbursement for the cost of tuition, textbooks, and required reference materials are outlined in Section 4, E.
- J. The District may utilize the apprentice understudy during the summer months in the Maintenance Department, and allow them to earn two hundred fifty (250) hours of contact time per summer, up to a maximum of one thousand (1000) hours toward their apprentice contact hour requirement.

Section 5. Open Maintenance Positions

- A. If the ratio of apprentices and apprentice understudies to general maintenance positions exceeds thirty (30%) percent, then the maintenance committee shall select a qualified outside consultant to provide aptitude and related skills knowledge Testing, and to identify the necessary skills for filling any vacant general maintenance position(s). Current apprentice and apprentice understudy employees shall be given the first opportunity to take the test. If no one qualifies, the employer shall offer the test to the remaining custodial/maintenance employees. If openings shall exist, the employer shall offer the test to the V-BEST membership. If openings continue to exist, the position(s) shall be posted and filled from outside of the school district.
- B. Maintenance positions shall be filled in accordance with this agreement. All general maintenance positions shall be posted for a shift beginning later than the day shift. If a day position opens, the first one hired to the *later* shift will be the first one offered the day position, regardless of seniority.

ARTICLE 46

SUMMER GROUNDS/MAINTENANCE WORK

During the summer vacation months up to two (2) persons in Grade IV shall be permitted to temporarily transfer to the grounds/maintenance department. The following conditions apply to such transfers:

- A. Employees who transfer to perform grounds/maintenance work shall continue to receive the rate of pay of their regular position during the period of such transfer.
- B. The selection of employees to perform grounds/maintenance work shall be at the discretion of the Employer. The Employer may require employees to take a test to determine their aptitude for such work.

TRANSPORTATION EMPLOYEES ONLY

ARTICLE 60

SENIORITY WITHIN THE TRANSPORTATION DIVISION

Section 1. Definition of Seniority

- A. Seniority shall be defined as the length of service within the district as a bargaining unit member in the Transportation Division. Accumulation of seniority shall begin from the bargaining unit member's first working day as a Regular Transportation employee not to exceed sixty (60) calendar days prior to his/her approval for hire by the Board of Education.

In the event that more than one individual bargaining unit member has the same starting date of work, his/her position on the seniority list shall be determined by drawing lots.

A member who is absent for more than three (3) days, cumulative, during his/her ninety calendar day probationary period shall have his/her seniority date moved backward for each day's absence beyond the three days referenced herein. For example, if a member is absent for four (4) days, cumulative, during the probationary period, the member's seniority date would be moved backward one (1) day.

NOTE:

For purposes of promotion and reduction in force, Tonya Hall shall have a seniority date of July 1, 1998 (the date the Transportation Division's Dispatcher was transferred from a private contractor to the school district).

For purposes of placement on the wage schedule and determination of benefits, Tonya Hall's seniority shall be computed from her first day of work in the school district.

- B. All seniority shall be computed on an annual basis regardless of the number of hours worked per day or per week.
- C. Employees may not use seniority earned within the Transportation Division when bidding on or applying for a position in the Paraprofessional or Custodial/Maintenance Divisions.

Section 2. Probation

- A. New employees in the bargaining unit shall be probationary employees for ninety (90) calendar days from their date of hire. Probation may be extended by the amount of any intervening recess, BY days of absence in excess of three (3) or any unpaid days. 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 as a member of the bargaining unit.
- B. The probationary period of an employee may be extended by mutual agreement of the Employer and the V-BEST Association.
- C. The Association shall represent probationary employees for the purpose of collective bargaining with respect to wages, hours and conditions of employment as set forth in this Agreement, provided, however, that the discipline, discharge or layoff of probationary employees shall be at the sole and exclusive discretion of the Employer and shall not be subject to the grievance procedure. Probationary employees are at-will employees.
- D. The employee's progression on the wage schedule shall be determined by his/her first day of work as a regular employee in that Division.

Section 3. Classifications within the Transportation Division

- A. The following Classifications are in the Transportation Division:
 - 1. Bus Driver
 - 2. Special Bus Route Driver*
 - 3. Bus Aide
 - 4. Dispatcher/Assistant Dispatcher

* Special Bus Route Driver: Special Bus Route Drivers are those drivers who had previously worked for the Employer on a contractual basis and who entered the employ of the Employer as a Special Bus Route Driver on January 8, 1979. SBRD's shall receive seniority credit for wage progression purposes on account of such contractual service.

Seniority of such employees for all other purposes shall be from the first working day in the district or the date of Board approval. Further, so long as such employees remain Special Bus Route Drivers they may utilize their special seniority date when they are bidding on Special Bus Routes on bid days. However, should such employees ever transfer to a Regular Bus Route, the employee's seniority for all bidding purposes shall permanently thereafter be the date of hire by the Employer.

- B. Bus Drivers, Dispatcher and Assistant Dispatcher shall be in the same classification for purposes of bidding on bus routes. Dispatcher and Assistant Dispatcher shall not have seniority as a dispatcher or assistant dispatcher, only as a driver.

- C. By July 31 of each year the District shall review the performance of the Dispatcher and Assistant Dispatcher and notify him/her whether he/she shall continue in that position; that determination shall be based on the employee's performance and the decision to retain or not retain the employee shall not be arbitrary or capricious. The burden of proof of demonstrating that the decision was arbitrary or capricious shall be upon the employee. Should the employee elect not to continue in the position he/she shall notify the employer by June 15.
- D. Bus aides shall constitute a separate classification and may exercise their seniority only within that classification.
- E. The Dispatcher and Assistant Dispatcher shall be selected based on seniority and qualifications.
- F. There shall be no bumping between classifications.

Section 4. Seniority List

- A. The seniority list will show the names, job titles, and seniority dates of employees by classification.
- B. The employer shall post an up-to-date copy of the seniority list in appropriate employee break or work areas and provide same to the V-BEST Association President by September 30 of each year.
- C. For a period of 30 days following such posting, each employee shall examine it and notify his/her immediate supervisor of any error. Such alleged error, if not resolved, may be the subject of the grievance procedure. If uncontested by the employee the employer may rely on the seniority list without incurring liability.
- D. Any bargaining unit member promoted on or after July 1, 1978, to a position outside the bargaining unit but in the employ of the Employer shall retain his/her bargaining unit seniority within the transportation division for a maximum period of six (6) months following the date of promotion. If the bargaining unit member returns to the bargaining unit, he/she shall be placed in his/her prior position.

Section 5. Loss of Seniority

An employee shall lose seniority for the following reasons:

- A. The employee resigns or quits.
- B. The employee retires or receives a pension benefit under the Michigan Public School Employees Retirement System (MPSERS).
- C. The employee is separated from the Employer as a condition of a disability settlement.
- D. The employee is discharged and the discharge is not reversed through the grievance procedure.

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- E. The employee is absent for three (3) consecutive working days without notifying the Employer. In proper cases, the Employer may make exception. After such absence, the Employer will send written notification to the employee at his/her last known address informing the employee that he/she has lost his/her seniority and his/her employment has been terminated.
- F. The employee does not return when recalled from layoff as set forth in the recall procedure. In proper cases, the Employer may make exception.
- G. The employee is laid off for a period in excess of his/her accumulated seniority But not to exceed five (5) years.

Section 6. Non-Paid Time

Drivers or aides, with employer approval may elect to take up to five (5) periods of non-paid time during bid middle/kindergarten routes without being penalized. Approval will be considered on a first-come first-served basis, with no more than three (3) employees being absent on any one day. During certain difficult times it may be necessary to deny any and all requests for non-paid absences.

ARTICLE 61

EMPLOYEE TARDINESS

Section 1. Punch-In at Scheduled Time

In order to provide dependable and effective pupil transportation services, it is essential that all employees punch-in at their scheduled punch-in time. Whenever an employee punches in after her scheduled punch-in time, she shall be deemed tardy. When an employee is tardy, the Supervisor of Transportation shall classify the tardiness as either excused or unexcused. Instances of unexcused tardiness are subject to Article VIII of the General Provisions of this Agreement.

Section 2. 15-Minute Advance Notice of Expected Tardiness

Although it may not always be possible, employees are expected to call in at least 15 minutes prior to their punch-in time if they expect to be tardy. Infrequent instances of tardiness will be excused if the employee calls in prior to punch-in time and arrives at work shortly thereafter, or does not call in or calls in after her punch-in time but arrives less than ten minutes after her regularly scheduled punch-in time.

Section 3. When Driver is More Than Ten Minutes Late

Should a driver be late by more than ten minutes, excused or unexcused, it will also be necessary for the Employer to decide in each instance whether to keep the route open for a late arrival or to assign the route to a substitute driver. If the route is assigned to another driver, the tardy driver shall be informed of same and shall forfeit that work opportunity.

ARTICLE 62

REDUCTION OF WORK FORCE

Section 1. Right to Layoff

The Employer reserves the right to reduce the work force and layoff employees.

Section 2. Voluntary Layoff

If at any time, the Employer determines that the total number of employees exceeds the total number of available positions within a classification, voluntary layoffs will be permitted within that classification. Employees within the affected classification may volunteer for layoff on a seniority basis. The Employer will not challenge the eligibility of these volunteers for unemployment benefits.

Section 3. Order of Layoff

If an insufficient number of employees in the affected classification(s) volunteer for layoff as provided in Section 2 above, and the layoff occurs during the summer break period when employees are not in regular bid assignments, probationary employees in the affected classification shall be laid off first. Thereafter, seniority employees within the affected classification will be laid off in inverse order of seniority.

Section 4. Reduction Of One Hour Or More In A Route

If a route or position is reduced by one (1) hour or more per day or eliminated during the school year, the driver(s) whose route or position is reduced or eliminated may accept the reduced assignment or, in the case of the elimination of her route or position, layoff, or if she so chooses, may bump a less senior employee in her classification with a route or position having a work schedule a minimum of one-half hour less than her regular route or position prior to its reduction or elimination. (By way of example, an employee with a regular route assignment of 7.6 hours may bump a less senior driver with an assignment closest to but not more than 7.1 hours). The employee who is bumped may exercise the same option. When the final bump results in layoff, the least senior person in the affected classification will be laid off.

Section 5. No Bumping Between Classifications

There shall be no bumping between classifications.

Section 6. Notice of Layoff

Employees to be laid off for an indefinite period of time will have at least 15 (fifteen) calendar days notice of layoff, unless the layoff results from bidding or bumping on routes, or sudden, unforeseen actions such as labor disputes by other units. Employees will have at least 12 hours notice of layoff where it results from sudden, unforeseen actions such as labor disputes by other units. The V-BEST President shall receive a list from the Employer of the employees being laid off on the same date a notice of layoff is provided to employees.

Section 7. Recall

When the work force is increased after a layoff, seniority employees will be recalled according to seniority. Notice of recall shall be sent to the most senior employee at her last known address by registered or certified mail. If an employee fails to report for work within 10 working days from date of mailing of notice of recall, she shall be considered a voluntary quit. Extensions may be granted by the Employer in proper cases. Notwithstanding the foregoing, a seniority employee may decline recall if there is a junior seniority employee who will accept recall, provided, however, if there is not, the Employer may require seniority employees to accept recall or forfeit their seniority and all future rights of recall to employment.

Section 8. Re-Bidding Routes During Labor Disputes

If there is a labor dispute by another unit that delays the start of school or interrupts the school year, any routes or work to be performed during such period will be re-bid by seniority.

ARTICLE 63

BUS ROUTES

Section 1. Definition and Selection of Bus Routes and/or Drivers

A. Regular

A "**Regular Bus Route**" is comprised of one or more runs established by the Employer for the Transportation of pupils between their homes and their school, or between a school or other facility of the Employer, including a vocational education facility. Regular bus routes which include vocational education transportation may include other non-vocational education runs, provided the vocational education part of the route remains intact. This provision shall not be construed to prohibit the transportation of special education students on a regular bus route, except where such transportation is otherwise prohibited by law.

Regular Bus Routes which include vocational education transportation may include other non-vocational education run(s), before or after the vocational educational run(s) start. Primary run(s) may not be added into the vocational run(s) except in emergency situations when the number of runs exceeds the available number of drivers, management may ask drivers to do extra work on an optional basis. Any vocational type class, i.e. Band, may be added to the vocational education run(s).

B. Special Education

A "**Special Education Bus Route**" is a route established by the Employer in accordance with applicable law to provide transportation to special education pupils. It is recognized that transportation of such pupils may require special arrangements for each situation. This provision shall not be construed to prohibit the transportation of regular students on a special education bus route.

C. Middle

A "**Middle Bus Route**" is defined as a route which falls during the middle part of the school day to transport students, other than kindergarten students, to and from their school of attendance. This provision shall not be construed to prevent the transportation of regular students on a special bus route.

D. Kindergarten Middle

A "**Kindergarten Middle Bus Route**" is defined as a route which falls during the middle part of the school day and transports kindergarten students to and from their school of attendance.

• **Definition of Routes/Drivers Other Than Those Listed Above**

E. Bid Relief Driver

A "Bid Relief Driver" is a bus driver who fills vacancies occurring on a day-to-day basis caused by the absence of regular drivers. A Bid Relief Driver will have a regular punch in time in the morning and afternoon, and shall be guaranteed a minimum of five hours of work each working day. (6 hours of work on a six hour school day) (Drivers will be informed of the report times before bidding) Only these hours shall be considered for benefit eligibility not the aggregate hours worked.

A Bid Relief Driver may be assigned to fill in on any bus route or to any other driving duties as the supervisor of transportation may determine.

An employee bidding on a Bid Relief Driver position must bid for both mornings and afternoons and cannot bid on any other routes or positions.

There shall be four (4) bid positions designated as Bid Relief Drivers. There shall be three (3) bid positions designated as Kindergarten/Middle Route Relief Drivers.

F. 1. Bid Kindergarten/Middle Bus Route Relief Driver

A “**Bid Kindergarten/Middle Bus Route Relief Driver**” is a bus driver who, in addition to having her regular bid routes in the morning and afternoon, may bid to fill vacancies occurring on a day-to-day basis caused by the absence of the Bid Kindergarten/Middle Bus Route Driver.

On regular half-days the Bid Kindergarten Middle Driver who picks up the students at noon will also take them home in the P. M. When the Kindergarten Middle Driver is not available then the transportation of those students will be done by drivers in the following order:

1. Kindergarten/Middle Bus Route Relief Driver.
 2. Extra Work Driver per the Extra Work sheet.
2. A “**Bid Kindergarten/Middle Bus Route Relief Aide**” is an Aide who, in addition to having her regular bid routes in the morning and afternoon, may bid to fill vacancies occurring on a day-to-day basis caused by the absence of the Bid Kindergarten/Middle Bus Route Aide.

G. Substitute

A “**substitute**” is an individual who does not have a bid position and is “on-call” for assignment by the Employer on an as needed basis.

The Bidding Process/Selection of Routes

H. Bidding Schedule

Employees shall be permitted to bid on regular, special education, kindergarten, and middle bus routes and regular relief and kindergarten/middle relief positions prior to the start of the school year and shall have the opportunity to re-bid on the Thursday following the official count day. Re-bid routes and positions shall be effective the following Monday. Drivers who select a regular bus route or a special education bus route, may also select a kindergarten or middle route that does not conflict.

Under no circumstances may a driver's bid selection(s) give the driver a total work assignment in excess of eight (8) hours per day. However, after second bid day the Transportation Supervisor may place an additional student/s on a run causing a lengthening of the driver's schedule that results in overtime.

Drivers will bid before bus aides.

I. Middle Run Bidding

To avoid continuous bumping on a Bid Middle Run, should it be deleted, the driver shall displace the least senior driver with a Bid Middle Run. Should the run be awarded to a relief driver and is later deleted, the driver shall return to his/her last bid position.

J. Bidding by Seniority

- Employees with the greatest seniority shall bid first.
- Bidding by proxy will be allowed, including signing for extra work. Employees bidding by proxy must designate their proxy in writing to the Supervisor of Transportation no later than two (2) working days prior to bid day.
- A driver who is on a medical leave of absence at the time of the first bid will be permitted to bid if the driver's expected date of return is within 120 calendar days after the bid date. Until the driver returns from the leave of absence or the expiration of such 120 day period, whichever occurs first, the route or position will be filled by a relief or substitute driver. If the absent driver fails to return at the expiration of such leave or 120 day period, whichever occurs first, the driver shall lose the bid position, which shall then be re-bid as a permanent vacancy.
- A driver who goes on medical leave of absence during the school year and who returns from such leave during the same school year shall have the right to resume his/her bid route and any bid kindergarten/middle route at the time the leave of absence was granted. During such leave, the vacant position will not be posted and may be filled by a relief or substitute driver. If the absent driver fails to return at the expiration of such leave or 120 day period, whichever occurs first, the driver shall lose the bid position, which shall then be re-bid as a permanent vacancy.
- If the driver returns after the expiration of the leave or the 120 calendar day period, he/she will be assigned as a substitute driver at the hourly rate of pay earned when he/she was granted the leave.

K. No Splitting of Special Education Bus Routes

Under no circumstances may any driver split a special education bus route.

L. Certain Drivers Permitted to Bid/Work Half-Days

Drivers hired as regular bus route drivers prior to December 31, 1978, shall have the right to elect to work only mornings or afternoons of a regular bus route. All other drivers may be required by the Employer to work both mornings and afternoons.

- M.** Any employee may bid a split bus route (one in which the morning segment and the afternoon segment constitute parts of different routes), where such split routes are available at the time he/she bids.

N. Bidding on Available Routes After Other Positions Are Bid

After all regular, special education, and kindergarten/middle routes and regular relief and kindergarten/middle relief positions have been bid, drivers with the greatest seniority who have selected a regular or special education bus route may bid on the other available routes that are not in conflict with their previously selected route(s), provided the additional route does not give the employee a combined work assignment in excess of eight hours per day.

All other available routes, or positions, will be distributed to substitute drivers. After all available substitutes have been assigned, the remaining relief work will be offered to employees who have signed the extra work sheet.

O. Minimum of Two-Hours Work or Pay

An employee shall receive a minimum of two (2) hours work or pay when required to report to work.

P. Conflicting Punch-In Times on Parent-Teacher Conference Days

On parent-teacher conference days when there are conflicting punch-in times, drivers and aides who have a bid kindergarten/middle bus route and a bid high school or elementary route will be allowed to do both routes provided the driver and aide are able to be at the assigned place by the time when students are released from school.

If the driver and aide are unable to be at the assigned place by the time when students are released from classes, then the driver and aide shall select their bid route that requires the greatest amount of time.

Q. Procedures for Selecting summer Work Assignments

1. Summer bid routes will be posted as soon as management is aware of all students attending summer programs and the location of the various programs.
2. Bid route positions for bus aides and drivers will be posted on the bulletin board.
3. Employees desiring to work during the summer will bid on this work at a date and time scheduled by management.
4. Employees will bid on routes in seniority, with drivers selecting first.
5. An employee working on another assignment at the time of the bidding is to submit to management his/her bid proxy. It will be opened at the bid session.
6. Should there not be a sufficient number of seniority bus aides to fill the required positions, seniority drivers may bid on this work based on seniority.
7. Positions left open at the end of bidding will be assigned by management.

8. Employees are prohibited from switching bid routes, or bid positions.
9. The Extra Work sign-up sheet for summer work will be posted at the same time as summer routes. Only employees who sign this sheet will be eligible for summer work.
10. A sign-up sheet for summer field trips will be posted at the same time as summer routes. Only employees who sign this sheet will be eligible for summer trips.

Section 2. Extra Work

Extra Work: Drivers

- A. (1) Extra work for bus driving is created by the absence of the Bid Route Driver; and, it is work that is not assigned to a Bid Relief Driver or Substitute Driver.
- (2) Extra work will be assigned to those employees who have signed the Extra Work Sheet(s) at the beginning of the school year. The Kindergarten/Middle Extra Work Sheet and the Standard Extra Work Sheet shall be posted and signed no later than the first bid day of the school year. The initial order of rotation will be determined by seniority. Extra work shall be assigned by rotation to those employees whose bid route assignment does not conflict with the extra work.
- (3) When the need for drivers exceeds the availability of the Kindergarten/Middle Bus Route Relief Drivers, driving duties shall be assigned to employees who have signed the Kindergarten/Middle Extra Work Sheet. When the Kindergarten/Middle Extra Work Sheet has been exhausted of available drivers, the Employer shall assign extra work to those individuals who have signed the standard Extra Work Sheet; or, substitute drivers.

Extra Work: Aides

- (4) Extra work for bus aides is created by the absence of the Bid Route Aide.
- (5) Extra work assignments created by a pre-arranged absence of the Bid Route Aide will be first be assigned to a Relief Driver (only during the time period for which the Relief Driver is guaranteed time); then, to bus aides who have signed the extra work sheet for bus aides at the beginning of the school year; finally, to one designated substitute aide. The initial order of rotation shall be determined by seniority.

All other extra work assignments created by an absence of the Bid Route Aide will first be assigned to a Relief Driver (only during the time period for which the relief driver is guaranteed time). Then, to one designated substitute aide; finally, to bus aides who have signed the extra work sheet for bus aides at the beginning of the school year. The initial order of rotation shall be determined by seniority.

Middle Extra Work

- (6) When the need for aides exceeds the availability of the Middle Bus Aide Relief Aide, work shall be assigned by rotation to those bus aides whose bid route assignments does not conflict with the extra work assignment; then, to the Kindergarten/Middle Extra Work Sheet for drivers; then, to substitutes (aides or drivers). The initial order of rotation shall be determined by seniority.
 - (7) When an employee who has signed up for extra work does not receive at least one half hour's notice of extra work, such driver or aide shall not lose his/her turn in rotation if he/she refuses the run or cannot be reached.
- B.** On parent-teacher conference days in the secondary schools, when bid kindergarten/middle bus route drivers do not have time to perform their own bid route, their routes will be first assigned to available kindergarten/middle bus route relief drivers, and then to bid kindergarten/middle drivers who are available but were unable to drive their own route because of the conflict of schedule. After all kindergarten/middle relief drivers and kindergarten/middle bid drivers have been assigned, the remaining kindergarten/middle routes will be assigned to drivers who have signed the kindergarten/middle extra work sheet. In order for a driver to perform their own kindergarten/middle route or be assigned another kindergarten/middle route, the driver must be able to reach her pickup school before the students are dismissed.
- C.** When a bus route becomes available during the school year, that route will be put up for bid as soon as supervision becomes aware of its availability and will remain posted for a period of three (3) working days. The route will be awarded within five (5) working days after posting; provided, however, that if the route is a newly established route, it may be filled by a substitute for a period of up to 30 calendar days before being put up for bid, in order to make any necessary adjustments in the route. The order of bid will start with those drivers with the highest seniority. When this results in two drivers changing bid assignments the open route will be first offered to the four (4) hour people on a seniority basis. If no four (4) hour person accepts the route it shall be assigned. Drivers who are permitted under Section 1, Paragraph L above to drive only mornings or afternoons must give at least one (1) week's notice of desire to give up either the morning or afternoon segment of a route. Upon transfer from a regular bus route to a special bus route, or vice versa, the employee shall be on probation for the first three (3) working days, during which time the driver's former position may be filled by a Bid Relief or substitute driver. Upon successful completion of such probation, the driver shall be regularly assigned to the new position.
- D. Guidelines for filling extra work when Van Buren is not open.**

When the Van Buren School District is closed and Van Buren bus drivers and/or bus aides who transport students to other school districts are absent, the extra work shall be offered first to drivers/aides who signed the extra work sheets; and second to substitute drivers.

1. Known openings will be filled 1 day in advance.
2. Drivers and aides will be called before 9:00 a.m. for the next day's assignments.
3. Any routes becoming available during the day for the next day will be filled between 3:00 p.m. and 4:00 p.m.
4. A.M. call-off's will be filled starting at 5:30 a.m.
5. Drivers or aides will be asked to work the whole assignment AM and PM (when Van Buren is not working).
6. Once a route has been filled and the driver or aide changes their mind, that route will be refilled from the last person who received a route.
7. If the office misses someone and the error is caught before the routes go out, the order of rotation will be corrected.

Procedures that will be followed when calling:

1. One number per employee will be called (it is drivers or aides responsibility to keep office informed of changes).
2. Will be called in rotation by seniority based on who worked last.
3. Phone will be allowed to ring 10 times, if no answer, will hang up and go on.
4. If answering machine responds, will leave message we called and go on to next person.
5. If the driver/aide has to be reached on the bus radio: reasonable effort will be made to reach that person, but if they fail to respond we will go on to the next person. (The office will make sure they are trying to reach the person during route time). It is the driver's responsibility to make sure their radios are in proper working order and turned up.
6. If a driver is on a field trip, during call times they are to inform the office that they will be off their buses and when they will be back in radio contact.

Section 3. Guaranteed Hours

A. Reduction or Increase in Scheduled School Day

If at any time during this agreement, the Employer shall reduce or increase the scheduled school day, the minimum guarantee provided herein with respect to Relief Drivers shall be subject to re-negotiation upon request by either party.

B. Five-Hour Day

During such period as students are on five (5) hour-per-day class schedule, a driver shall be guaranteed a minimum of one (1) hour's pay for kindergarten/middle bus routes. If the class schedule is a six (6) hour day, or more, a driver shall be guaranteed a minimum of two (2) hours pay for kindergarten/middle bus route.

Section 4. Assignment of Vehicles

Management shall assign a specific bus to each driver. Once so assigned, a bus will remain with the driver for the remainder of that driver's employment, unless it is necessary to retire the bus, to remove the bus temporarily for maintenance, to reassign the bus in order to rectify

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conditions of over or under loading, to equalize mileage with another bus, or the driver bids on a special education bus route (or vice versa). Transfers for purposes of equalizing mileage will only be made between buses of the same model year and then only if a difference of 7,000 miles exists. Whenever management retires buses and replaces them with new buses during the school year, the new buses will be assigned to the drivers from whom the old buses are retired. Vehicles used on special bus routes may be reassigned to different routes at the discretion of the Employer.

ARTICLE 64

FIELD TRIPS

Section 1. Field Trip and Shuttle Transportation

A field trip is defined as transportation of pupils for other than regular school attendance, such as athletic events and museum trips.

Shuttle transportation is defined as transportation of pupils between school buildings or other school facilities within the District during normal school hours; it is not a "field trip" and may be assigned to any available driver.

Section 2. Minimum 2-Hours for Field Trip

A driver will receive a minimum of two (2) hours pay for any field trip.

Section 3. Signing for Field Trips

Seniority driver who desire to take field trips shall sign up on first bid day. If for any reason employees do not sign up on first bid day or later withdraw from the field trip list, they will be unable to sign up again until the start of the next school year. For accounting purposes, field trip hours will be rounded upward or downward to the nearest tenth of an hour.

Section 4. Field Trip Board

A board will be maintained in the transportation office on which the Employer shall post notices of all field trips. Whenever possible, such notice shall be posted five (5) days prior to the date of the trip. Employees desiring to sign up for extra trips shall do so on forms to be made available by the Employer, which shall be placed in a box to be provided for that purpose.

Section 5. Field Trips for Probationary and Substitute Drivers

Probationary drivers and substitutes are not eligible to sign for field trips. However, if no regular driver is interested or available, the supervisor may offer the field trip to an available probationary driver. If no probationary driver is available, the supervisor may offer the field trip to a substitute.

Section 6. Rotation and Equalization of Field Trips

- A. Field trips to seniority drivers will be rotated and equalized to the extent possible. Assignments at the beginning of the school year will start with the highest seniority driver.

At the start of each school year drivers make themselves available for field trips as prescribed in the Master Agreement. Drivers will be offered a field trip on a rotation basis with the trips being offered to the most senior drivers first. After all drivers have been offered a trip on the rotation basis, field trips will be assigned using the cumulative hours method as described in Article VIII, Section 6B of the Master Agreement.

- B. Thereafter, field trips will be assigned to the drivers with the lowest total field trip hours during that school year through the preceding payroll week commencing with the driver with the least number of hours. The payroll week commences on Monday and concludes on Sunday.
- C. In the case of a tie in hours, the more senior driver shall be assigned the field trip.
- D. A driver who desires to take field trips and who acquires seniority status after the first day of school will begin at a point on the trip list one (1) hour above the driver with the highest number of field trip hours accumulated to that date.

Section 7. Posting of Drivers' Field Trip Hours

- A. Accumulated field trip hours for all drivers will be by 1:30 Monday of each week. Drivers will have 24 hours from posting (or the next working day) to notify the Supervisor of Transportation of any errors. If the Supervisor of Transportation is not notified, the times will remain as posted.
- B. Field trip assignments will correspond to the payroll period.
- C. Field trip assignments for a school vacation period shall be made for the vacation period and the next full work week following the vacation period.

Section 8. Posting Field Trip Sign-up Sheets

Field trip sign up sheets will be posted in order of day and time. Unknown departure times will be the last ones listed on a particular day. Sign up sheets must be submitted by Thursday noon of the week preceding the assignment week. Where practical, assignments of field trips will be made by 1:30 p.m. on the Friday preceding the assignment week or the last work day prior to a scheduled vacation period. Once a trip has been assigned to a driver, there will be no switching of trips by the drivers.

Section 9. Later Posting of Field Trip Sign-up Sheets

- A. A field trip request that is received by the Supervisor of Transportation after the week's trips have been posted but 48 hours or more from time of the trip will be placed on the field trip board for drivers to sign the trip sheet. The trip sheet will be removed at 2 p.m. on the day following the date of posting. The trip will be offered to the driver with the lowest total field trip hours computed through the preceding pay week.
- B. A field trip request that is received by the Supervisor of Transportation after that week's trips have been posted but with less than 48 hours from time of the trip will be offered to the driver with the lowest total field trip hours computed through the preceding pay week.
- C. All field trip requests received after the week's trips have been posted will be assigned in the order they are received.

Section 10. Refusal/Charge

A driver who does not choose to work or is unavailable to work for any reason, will be charged the number of hours paid on the assignment. A driver who refuses a trip with less than five (5) hours notice or who is already assigned a field trip on that day shall not be charged the time.

Section 11. No Splitting of Kindergarten Routes for Field Trip

If a field trip is posted to start or return during kindergarten route times, a driver will not be allowed to take both a kindergarten route and a field trip. No driver may split a kindergarten route for the purpose of taking a field trip.

Section 12. Cancellations

- A. A driver will receive a minimum of two hours pay if a field trip is canceled less than one hour prior to its scheduled departure time. Drivers who refused the trip will be charged an equal amount of time. A driver whose trip is canceled will be allowed to take her regular bid route that day.
- B. Six hour notification is required for a driver to cancel a trip. A driver who cancels a field trip assignment without good cause will be charged with the hours of that trip and all field trip hours in the next week for which she is eligible for assignment.

Section 13. Eligibility for Field Trips

- A. Relief Drivers are eligible for only those field trips which do not conflict with their normal work schedule (including any guaranteed hours).

- B. All regular and special education bus route drivers may bid on any field trips but shall forfeit any run which conflicts with any scheduled portion of the field trip.
- C. A driver who fails to drive his/her normal work schedule because of the use of sick leave that day will forfeit any field trips assigned for that day.

Section 14. Ability to Drive Vehicle Assigned to Field Trip

To be eligible for a field trip, a driver must be able to driver the vehicle assigned to that field trip. Drivers must drive the assigned vehicle, unless mechanical difficulties, emergencies, or the supervisor changes the assigned vehicle. The driver shall be charged the hours paid on the trip if she cannot drive the assigned vehicle.

Section 15. Payment for Meals During Field Trips

- Meals (not to exceed \$6 for breakfast, \$8 for lunch, and \$13 for dinner) and lodging for extra trips will be reimbursed, room service excluded, for the expense incurred, provided a bona fide receipt is attached to the request for payment form.
- Payments for such meals and lodging shall only be paid if the students eat a meal or stop for lodging during the course of the trip and the driver is required to remain with the students. Payment for meals and lodging will be made upon the presentation of a properly executed and signed request for payment for provided by the business office and returned to the Supervisor of Transportation.
- Notwithstanding the foregoing, if the driver is on the clock in excess of five (5) consecutive hours to take the extra trip, the driver shall be entitled to a meal, to be taken at a location which shall not interfere with the trip. Except for absence to get a meal in accordance with the foregoing sentence, or as otherwise instructed by the Supervisor of Transportation, drivers shall remain with students on all extra trips.
- A receipt must be furnished to the Supervisor of Transportation showing amount of meal and restaurant. The driver will provide, on the back of the receipt, the driver's name, trip schedule and date of trip. Receipts must be submitted within 48 hours after the trip.

Section 16. "Split" Field Trips

Transportation employees who bid and are successful in procuring a "split" field trip on weekends will either:

- a) return to the bus compound following the drop-off of students. The bus driver will return to pick up the students upon receiving a call from the sponsor. It is understood the driver will give the sponsor a telephone number where the driver may be reached and the coach will give an approximate time and the driver will be on call one hour prior to and one hour after the stated approximate time. The driver will receive \$20 stand-by pay; or

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b) transport students to, and remain at, the designated site. The sponsor will advise the driver of departure time either by verbal contact or beeper. In the event contact is made via the beeper, the response time for being available at the designated site will be no more than 30 minutes. A stipend of \$40 will be earned if the driver chooses to remain at the site.

Regular pay starts when the driver gets to the compound if she goes home, or, when she gets to the site after being beeped if she stays (maximum of 1/2 hour after being beeped).

The district will no longer be responsible for purchasing a ticket to the event for any bus driver who takes a field trip. The driver will be given an extra ticket, if there is one.

Section 17. Driver's Responsibility

Drivers shall not permit their attendance at any field trip event to conflict in any manner with their responsibilities as a driver.

Section 18. Bus Preparation; Timely Pick-Up

Except in those situations where the field trip immediately follows a driver's regular assignment, drivers shall be provided twenty minutes to adequately prepare the bus for travel and travel to the designated departure point. Drivers shall be prompt in picking up passengers at both the point of departure and return. Drivers shall complete and turn in to the transportation office their time card at the end of each trip.

Section 19. Driver's Access to Transportation Facility for Field Trips

The Employer will provide employees who are on field/activity trips which are scheduled during non-office hours with a key to the transportation facility. Employees will be required to punch in and out for the work assignment. Time cards will be left at the time clock. Employees will be responsible for securing the premises.

Section 20. Not Charged In Rotation When Conduction Association Business

The parties agree that a driver who holds an Association position and loses a field trip because she is performing Association business will not be charged in rotation.

ARTICLE 65

HALF DAYS

On parent-teacher conference days, in-service days, and examination days, when students are in attendance only one-half of the day, if the time interval between the completion of the driver's last delivery of students to school and the first pick-up to take students home is less than one hour, the driver may elect to remain on the clock or punch out. If such interval is one hour or more, the driver shall punch out for the interval. In those circumstances where the driver elects to remain on the clock, as provided above, she shall clean her assigned bus, update her seating charts or route assignments or perform other duties related to her regular job functions if assigned by the Supervisor of Transportation. It is understood that employees may also use a reasonable portion of this time to eat a morning snack.

ARTICLE 66

ATTENDANCE BONUS

All seniority employees shall earn one-half (1/2) day's pay for each month, from September through June, in which the employee works all of her regularly scheduled hours of work, excluding only paid absences due to jury duty, funeral leave and personal business, and such days off as may be approved by the Employer for union business. Earned bonus pay shall be credited according to the rate of pay and number of hours in the employee's regular daily schedule in effect on the last working day of the month which bonus pay is earned. Bonus pay shall be paid at the end of the school year in which it is earned.

ARTICLE 67

DRIVERS' RESPONSIBILITIES

Section 1. Bus Inspection

It is hereby acknowledged and agreed that each and every driver shall be responsible for the safe operation of her assigned bus. The driver shall inspect all equipment for the safe operation of the bus before each route or run in accordance with established pre-check procedures. The driver will also complete and file a Driver's Daily Report after each route or run.

Section 2. Bus Work Repair Request Form

Upon inspecting the bus and identifying problems, the driver shall properly and adequately complete and sign the Driver's Repair Request, indicating the needed repairs. Such repairs are to be itemized and stated clearly for the purpose of pinpointing the necessary repairs. The Driver's Repair Request will be provided by the Employer and, upon completion, shall be returned to the Supervisor of Transportation.

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Section 3. Bus Repairs

It shall be the driver's responsibility to deliver the bus to the garage for those repairs that have to be completed at the garage.

Section 4. Time Cards

Drivers shall use the time clocks provided by the Employer for the recording of time worked. Time cards must be turned in upon completion of each morning route, each afternoon route and each other route or trip. The Employer will provide these forms.

ARTICLE 68

GENERAL PROVISIONS

Section 1. Transportation Waiting Room

A heated room shall be made available for use by employees as a waiting room before their bus runs. This room is to be open at 6 a.m. and kept open until the last run in the afternoon, September through June. Smoking shall be prohibited in the Transportation Building. The Employer shall be solely responsible for establishing all other rules governing the use and furnishing of this room.

Section 2. Determining Average Hours

Each employee's level of health, leave and other benefits will be based on average hours worked, excluding field trips or extra work hours.

The district shall calculate average hours based on the average of the employee's actual time worked during ten (10) days in the month of October jointly and randomly selected by the supervisor and V-BEST president. The district retains its right to review average hours throughout the school year by using the above process.

Section 3. Bidding for Summer Work

A member will be ineligible to bid on summer work if he/she is on medical leave and/or Long Term Disability on the day summer bidding takes place. However, on the day that the member on medical leave and/or LTD is actually released by his/her doctor and provides written proof of his/her eligibility to return to work, the member may notify the transportation supervisor of his/her intent to bump the least senior member and may then begin driving the following day.

Section 4. Elective Surgery/Medical Procedures

Employees will attempt to schedule elective surgery or elective medical procedures during summer months. Elective surgery and elective medical procedures shall not be allowed during the last four (4) weeks of the school year.

Section 5. Payroll Deduction for Co-Payment of Health Insurance

Payroll deduction for co-payment of district provided insurance will occur bi-weekly (every two weeks), commencing with the first pay period of the school year.

Section 6. Non-Paid Time

Drivers or aides, with employer approval may elect to take up to five (5) periods of non-paid time during bid middle/kindergarten routes without being penalized. Approval will be considered on a first-come first-served basis, with no more than three (3) employees being absent on any one day. During certain difficult times it may be necessary to deny any and all requests for non-paid absences.

A driver whose main route school is not scheduled to be in attendance on the day before and/or after a holiday, but whose middle run school is scheduled to be in attendance, may request to take a non-paid middle and not lose any holiday pay. The request is subject to employer approval.

Section 7. There shall be available to drivers from 5:30 a.m. to 6:00 p.m. a supervisor to whom the drivers and monitors may report problems or secure directions regarding students. The drivers shall be advised of the name(s) of said supervisor(s) and the phone numbers if the supervisor is other than the transportation supervisors.

ARTICLE 69

OPERATIONAL RULES

1. Passengers shall be instructed to cross the street or road in front of the bus if crossing is necessary.
2. Each driver must stop at all railroad crossings whether loaded or empty, then shift into low and proceed across the track without shifting.
3. Each driver must pass an annual physical examination and have on file a physicians fitness card not later than two weeks prior to the first bid date. Exceptions must be approved in advance by the Supervisor of Transportation.
4. Each driver must possess at all times a valid chauffeurs license and driver's certificate and must produce evidence of same upon request.
5. Each driver shall start her bus run at the same time each day and maintain the same time schedule insofar as is reasonably possible. All riders must be seated before the bus is started in motion.
6. No route once established is to be altered by a driver without authorization of the Supervisor of Transportation.
7. Each driver must ensure all doors are closed at all times when the bus is in motion.
8. Each driver must operate her flashers well in advance of (200 feet) and at every stop when loading or unloading.
9. No driver is to start any run before the listed time.
10. Each driver must operate her directional signals well in advance of making a turn.
11. In stopping for pickups each driver shall get her bus as far off the highway as is practical.

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12. Each driver shall instruct her riders to stay well off the road when waiting for the bus.
13. After unloading the bus each driver shall make sure that all riders are clear of the bus before proceeding.
14. No driver may block an intersection with a stopped bus.
15. Each driver must ensure her bus is visible for 400 feet in each direction at every stop, unless exceptions are made by the Supervisor of Transportation.
16. Drivers are expected to drive posted speed limits when conditions permit, but in no event may exceed 55 miles per hour with students on board.
17. Each driver shall inspect her bus after each run for evidence of vandalism by riders.
18. Each driver shall ensure all windows and doors on her bus are closed upon leaving the bus after each run.
19. Each driver shall park her bus in the assigned numbered area within the compound.
20. Each driver shall immediately report any accident in which her bus is involved or any damage to her bus to the Supervisor of Transportation.
21. Each driver shall maintain a clean bus.
22. Each driver shall report any defective equipment in writing to the Transportation Supervisor.
23. Each driver shall be neat and clean, and shall wear clothing appropriate for a bus driver.
24. No driver may use intoxicants before or during hours on duty.
25. Profanity is prohibited in the presence of children at any time.
26. No driver may refuse to take any rider who is eligible to ride.
27. No collection of any sort is to be taken up by a driver from riders for any purpose whatsoever.
28. All articles left on a bus are to be tagged by the driver with the bus number and the date and turned in to the Transportation Office.
29. No driver will discharge students at stops other than those designed by the Supervisor of Transportation without signed written authorization from a parent or school administrator.
30. Sudden stops for disciplinary purposes are strictly prohibited. Violation of this rule will result in the driver's immediate discharge.
31. All students who ride the bus to school in the morning will be allowed to ride the bus home at night. No student will be put off the bus before she arrives at her regular stop at night. Anytime a student is put off the bus for disciplinary purposes, the Transportation Office shall be notified at the end of the run.
32. Each driver and aide shall arrive, ready for work, at the time specified by the Supervisor of Transportation. Anyone late will have their pay correspondingly adjusted.
33. Each driver must give her bus a safety inspection before leaving the compound. Windshield, side windows as far back as necessary, and mirrors, are to be free of frost, dew, etc. Brakes, lights, tires, etc., will all be checked and reported for repairs. Fifteen minutes is allowed for this purpose for regular school buses and mini-buses.
34. No bus will be taken home without the authorization of the Supervisor of Transportation.
35. Between runs, no busses may be parked on the streets within the City limits of Belleville; busses are to be returned to the compound between morning runs when practical.
36. There shall be no smoking permitted in the Transportation Building.
37. All time cards are to be filled out completely, including name, date, route number, bus number, mileage, and amount of fuel.
38. Pre-check information is to be properly completed.
39. Each driver will provide the Office of Transportation a seating chart of all runs, within a reasonable time following bid day.

40. Each driver will be furnished a printout of the names of all students assigned to their bus. This printout is to be checked against the students riding the bus. The Supervisor of Transportation is to be notified of any students not listed, and of students listed but not riding the school bus.
41. A driver must notify the office of Transportation of any traffic violations he/she receives either while on duty or in a private vehicle.

ARTICLE 70

DEFINITION AND RESPONSIBILITIES OF BUS AIDES

Definition: Bus Aide

A bus aide is an attendant that accompanies the driver on a bus route to help with student safety and behavioral management.

Responsibilities of a Bus Aide:

1. To work with the driver as a team.
2. Assist students with boarding and deboarding (this may require getting off the bus to assist student to or from the door of school or home).
3. If necessary, lift and position students in seats, assist students with lap belts, and hook up safety vests and wheel chair tie-downs.
4. Regarding discipline:
 - a. Learn the bus discipline rules and regulations
 - b. Contact parents before major problems arise.
 - c. Initiate telephone calls to parents to discuss student discipline (driver will be available to discuss the matter also if needed).
 - d. Write out disciplinary slips.
 - e. Communicate with supervisor, teachers and paraprofessionals concerning student discipline.
5. Help maintain a neat and orderly bus.
6. Interact with students while they ride the bus, sit with the students (read, sing, and talk with the students).
7. Assist the driver in teaching students the safety rules.
8. Accompany driver to the garage when safety equipment is needed to be installed for a student.
9. Report to your bus at your punch-in time in the bus lot.
10. Immediately report to supervisor the injury of a student and fill out a student injury form.
11. Assist the driver in emergency evacuations.
12. Be responsible for emergency sheets, see that sheets are filled out by the parent and returned; make sure the office has a copy of the form.
13. Check bus to make sure no students are left.
14. Attend meetings and training as requested or required.
15. Other duties as required.

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PARAPROFESSIONAL EMPLOYEES ONLY

ARTICLE 80

SENIORITY WITHIN THE PARAPROFESSIONAL DIVISION

Section 1. Definition of Seniority

- A. Seniority shall be defined as the length of service within the district as a bargaining unit member in the Paraprofessional Division. Accumulation of seniority shall begin from the bargaining unit member's first working day as a regular paraprofessional employee not to exceed sixty (60) calendar days prior to his/her approval for hire by the Board of Education.

In the event that more than one individual bargaining unit member has the same starting date of work, his/her position on the seniority list shall be determined by drawing lots.

- B. All seniority shall be computed on an annual basis regardless of the number of hours worked per day or per week.
- C. Employees may not use seniority earned within the Paraprofessional Division when bidding on or applying for a position in the Transportation or Custodial/Maintenance Divisions.

Section 2. Probation

- A. The probationary period shall be ninety (90) calendar days.
- B. The probationary period of an employee may be extended by mutual agreement of the Employer and the V-BEST Association.
- C. The Association shall represent probationary employees for the purpose of collective bargaining with respect to wages, hours and conditions of employment as set forth in this Agreement, provided, however, that the discipline, discharge or layoff of probationary employees shall be at the sole and exclusive discretion of the Employer and shall not be subject to the grievance procedure. Probationary employees are at-will employees.

Section 3. Positions Within the Paraprofessional Division

The following classifications are included in the Paraprofessional Division:

1. Paraprofessional
2. Tech Aide *

*Tech Aide: Tech Aides shall be given full credit or prior work experience as a Tech Aide in the Van Buren Public Schools. Tech Aides shall be placed on a separate seniority list. Seniority shall not be transferable from the Tech Aide seniority list to any other seniority list.

A paraprofessional transferring from a Paraprofessional position to a Tech Aide position shall have his/her Paraprofessional seniority frozen until such time as he/she transfers back to a Paraprofessional position or is laid off from the Tech Aide position. The same shall apply to Tech Aides who transfer to Paraprofessional positions.

Section 4. Seniority List

- A. The seniority list will show the names, job titles, and seniority dates of employees by classification.
- B. The employer shall post an up-to-date copy of the seniority list in appropriate employee break or work areas and provide same to the V-BEST Association President by September 30, each year.
- C. For a period of 30 days following such posting, each employee shall examine it and notify his/her immediate supervisor of any error. Such alleged error, if not resolved, may be the subject of the grievance procedure. If uncontested by the Employee the Employer may rely on the seniority list without incurring liability.
- D. Any bargaining unit member promoted on or after July 1, 1978, to a position outside the bargaining unit but in the employ of the Employer shall retain his/her bargaining unit seniority for a maximum period of six (6) months following the date of promotion. If the bargaining unit member returns to the bargaining unit, he/she shall be placed in his/her prior position.

Section 5. Loss of Seniority

An employee shall lose seniority for the following reasons:

- A. The employee resigns or quits.
- B. The employee retires or receives a pension benefit under the Michigan Public School Employees Retirement System (MPSERS).

- C. The employee is separated from the Employer as a condition of a disability settlement.
- D. The employee is discharged and the discharge is not reversed through the grievance procedure.
- E. The employee is absent for three (3) consecutive days without notifying the Employer. In proper cases, the Employer may make exception. After such absence, the Employer will send written notification to the employee at his/her last known address informing the employee that he/she has lost his/her seniority and his/her employment has been terminated.
- F. The employee does not return when recalled from layoff as set forth in the recall procedure. In proper cases, the Employer may make exception.
- G. The employee is laid off for a period in excess of his/her accumulated seniority.

ARTICLE 81

BARGAINING UNIT WORK

Work customarily performed by employees in job classifications covered by this Paraprofessional portion of the Agreement may be performed by volunteers, subcontracted by the Employer to an outside agency, or assigned to workers in experimental or other job experience and training programs. The work by such individuals or groups, however, shall not cause the elimination of present paraprofessionals or reduce present individual work schedules.

ARTICLE 82

JOB DESCRIPTIONS

Section 1. Job descriptions for all paraprofessionals shall be established by the Employer.

Section 2. Substantial alterations in a paraprofessional's working conditions shall be negotiated first with the Association prior to implementation.

Any disputes regarding whether a change in working conditions is substantial shall be subject to the grievance procedure for determination. In granting relief, the arbitrator shall be limited to an order to bargain. A pending grievance on the matter shall not prevent the employer from implementing any changes.

Section 3. When a paraprofessional job is posted it shall include sufficient information to give an indication of the job duties, for example: autistic; one-on-one; medical-fragile; physically impaired; classroom (department); monitor; library/media; elementary, secondary, special education, etc.

ARTICLE 83

IN-SERVICE

Section 1. Attendance and Related Expenses

If the Employer requires a paraprofessional to attend any in-service or training activities, then the Employer will pay for all expenses related thereto. This clause shall not be construed to mandate the Employer to pay for meals or mileage for in-district and Wayne County ISD in-service or training activities.

Section 2. Meetings

- A. Whenever possible, meetings will be scheduled during an employee's regular work day. Employees directed to attend meetings before or after hours will be given one (1) week's notice, where possible. In lieu of compensation for such extra time, the employee shall be provided compensatory time off in an amount equal to the time the employee is required to work after hours as or otherwise provided under state or federal law.
- B. Paraprofessionals will be notified of staff meetings or special project planning sessions they are expected to attend.

ARTICLE 84

TRAVEL TIME

Adequate travel time shall be provided to paraprofessionals whose assignment may require travel between two or more buildings.

ARTICLE 85

EVALUATION

Section 1. Performance Evaluation Guidelines

- A. **PURPOSE** - periodic written evaluation of the performance of a paraprofessional is intended to identify the strengths and weaknesses of that performance and provide suggestions and direction for improvement.
- B. **FREQUENCY** - The performance of a paraprofessional will be evaluated before the end of any probationary period. For first year paraprofessionals, a second evaluation will be completed before the end of March if there has been more than a half year of service. During the second school year of employment, the performance of the paraprofessional will be evaluated in both November and before the end of March. Thereafter, evaluations will occur annually. However, during any employment year, more frequent written evaluations may occur, if needed.
- C. **EVALUATOR** - The performance evaluation will be completed by the paraprofessional's immediate supervisor (the teacher, for classroom aides); the building principal, or his/her designee, for paraprofessionals working outside the classroom.
- D. **FORM/COPIES** - The evaluator will utilize the standard district form provided (with category attachment) and complete the evaluation in three copies. One copy will be provided the paraprofessional, a second copy filed by the evaluator, and the third copy forwarded to the district office for filing in the paraprofessional's personnel file.
- E. **AWARENESS** - All incidents and conditions which are likely to have a negative or positive impact on the evaluation rating of the paraprofessional are to be brought to the employee's attention at the time of their occurrence or as soon thereafter as they might reasonably be assumed to become known.
- F. **POST-EVALUATION CONFERENCE** - No evaluation will be deemed complete without a post-evaluation conference (or opportunity for one) in which both the paraprofessional being evaluated and the evaluator are permitted to ask questions and discuss the evaluation.
- G. **REBUTTAL** - Upon completion of the evaluation form and the post-evaluation conference, the paraprofessional being evaluated will sign the form to indicate receipt of a copy. However, if the employee disagrees with the content of the evaluation, he/she may, within thirty (30) calendar days, submit a narrative rebuttal which will be attached to the evaluation form in the paraprofessional's personnel file.

ARTICLE 86
WORKING CONDITIONS

Section 1. Paraprofessional Duties

It is agreed that it is not the paraprofessional's responsibility to perform duties normally assigned to custodians, except in an emergency, in which student safety is involved.

Section 2. Duties: Other Classifications

Duties not normally performed by paraprofessionals but associated with other classifications, shall not be assigned paraprofessionals.

Section 3. Unsafe/Unhealthy Conditions

A paraprofessional who believes his/her work assignment involves unsafe or unhealthy conditions shall refer the matter to his/her supervisor for immediate disposition. Every reasonable effort shall be made to remove the unsafe or unhealthy condition(s) and be in compliance with local, county, and state codes.

Section 4. Personal Property Loss

The Employer shall reimburse the paraprofessional for the loss, damage, or destruction of personal property which was required in writing by the Employer and was used on school premises and which was related to job responsibilities when the loss, damage, or destruction is not the result of the employee's negligence.

Section 5. Supervision of Building

In the absence of a building principal or supervisor, a paraprofessional shall not be held accountable or made responsible for the administration or supervision of the building

Section 6. Unoccupied Building

No paraprofessional shall be required to enter an unoccupied building alone or to be left alone in an unoccupied building.

Section 7. Rest Areas

The Employer shall provide adequate rest areas and rest rooms for paraprofessional use, as well as access to lockable space for personal items.

Section 8. Transporting Students

The Employer agrees that it will not require paraprofessionals to drive students home in their personal vehicles, or unaccompanied by another adult.

ARTICLE 87

VACANCIES, TRANSFERS AND PROMOTIONS

Section 1. Vacancy Defined

A vacancy shall be defined as an unfilled position, existing or newly created, wholly involving duties normally performed by employees in positions identified in the recognition clause of this Agreement. A position held by a paraprofessional on a sick leave of absence or an unpaid leave of absence of a semester or more, who submits a doctor's confirmation that she will not return for the remainder of the school year shall be considered a vacancy.

Section 2. Transfer With Teacher Who is Transferred

In instances where a teacher and his/her program are transferred to another building, the paraprofessional assigned to that teacher will be transferred with the teacher and his/her program. Such a transfer, however, shall not occur to the paraprofessional if the move results in fewer work hours.

Section 3. Job Postings

A. Content of Job Postings

All vacancies will be posted in a conspicuous place in each building accessible to the paraprofessional for a period of 10 working days. Said posting shall contain the following information:

1. Job title
2. Location
3. Starting date
4. Pay Rate
5. Hours per week
6. Qualifications
7. Specific responsibilities of the job

B. Vacancy Occurring After the First Workday of the School Year

When a vacancy occurs after the first work day of the school year for paraprofessionals, or when the vacancy cannot be posted and filled before the first student day of the school year, then the district may post such a position for five days. The District shall send a copy of the posting to each person in the bargaining unit on the same day that it is posted in the buildings. At the District's option, the posting may be sent to the paraprofessional at the school buildings or at home. All bargaining unit members will be sent a copy before the posting ends.

Vacancies which occur after the first student day of school are only open to bid to individuals who would receive increased hours. The position will be considered filled temporarily and will be re-posted for the next school year, pursuant to the current contract between the parties.

C. Applications

Interested paraprofessionals must apply in writing to the Personnel Office during the posting period.

D. Use of Seniority in Job Bid

All paraprofessional vacancies will be posted and awarded on the basis of seniority within the paraprofessional bargaining unit.

E. 90-Day Probationary Period in New Assignment

In the event of voluntary or involuntary transfer from one assignment to another, the paraprofessional shall be given a 90 calendar day (excluding weekdays when school is not in session) trial period in which to show his/her ability to perform the duties of the new assignment.

Should the paraprofessional be unable to perform satisfactorily the duties of the new assignment in the objective opinion of the principal, he/she shall be returned to his/her previous assignment. Such decision shall not be subject to the arbitration provision of the grievance procedure. There shall be periodic evaluations if there are problems or concerns with performance within the first 90 days. The employee may be returned to their former position at any time during their trial period if efforts at resolution are unsuccessful.

F. Bidding on Vacancies When There Are Paraprofessionals on Layoff

If there are paraprofessionals on layoff and, if the posted position does not exceed the number of work hours per week or school year currently held by the bargaining unit applicant, a laid off paraprofessional, in reverse order of layoff, will be recalled to the position.

G. Postings Required

No position shall be filled without a posting except in compliance with Article 88, Reduction in Personnel, Layoff, and Recall, Section 4 or Section 5.

H. Filling Position Within Five Workdays if it is Higher Hours

If a posted position represents more hours per week or school year than currently held by a bargaining unit applicant, the position will be filled within five (5) working days after the closing of the posting.

I. Known Vacancies for Following School Year Posted in May

In May of each year, the Employer shall post all positions it knows will be vacant and has determined it will fill upon the commencement of the next school year. Applications will be due within two (2) weeks of the Employer's posting of such position vacancies.

Section 4. Job Postings Sent to President

The Association president shall receive a copy of all job postings.

Section 5. Notice of Vacancies Sent to President

The Association President will be notified, in writing, of vacancies that occur during the summer months. Said vacancies will be posted in the Board office.

Section 6. Involuntary Transfers

The parties agree that involuntary transfers may be effected for just cause.

Section 7. Posting of Summer Positions

Summer positions will be posted only when they are vacant, either because the person who previously held the position no longer wishes it, or because it is a newly created position. Summer positions will be awarded on the basis of seniority.

ARTICLE 88

REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

Section 1. Notice of Layoff

No paraprofessional shall be laid off pursuant to a reduction in the work force unless said paraprofessional shall have been notified of said layoff at least 15 calendar days prior to the effective date of the layoff. In the case of layoffs at the end of a school year to be effective the beginning of the following year, paraprofessionals shall be notified prior to the end of that current school year.

Section 2. Order of Layoff

In the event of a reduction in force, the Employer shall layoff by seniority within classification (i.e., paraprofessional or tech aide), commencing with probationary employees and followed by the least senior employee(s) in the affected aforementioned classification(s). There shall be no seniority among probationary employees; the order of layoff among probationary employees shall be at the discretion of the Employer. In no case, shall a new paraprofessional be employed by the Employer while there are laid off employees unless laid off employees have been offered the vacant or newly created position.

Reduction in Hours/Elimination of Position

If a paraprofessional position is reduced by one (1) hour or more per day, or goes from full-time to part-time, or is eliminated, the employee whose position is reduced or eliminated may accept the reduced assignment, or, in the case of the elimination of her position, layoff. The employee whose position is being reduced or eliminated may also elect to bump the least senior employee in his/her time block. If two positions in a given time block are simultaneously reduced, the more senior of the two employees may bump either the lowest or the next to the lowest senior employee in his/her time block. The employee who is bumped must bump the least senior person in the next lower time block. This process shall continue through the remaining time blocks. Time block for this article is defined as:

Full-time - Time Block #1	30 hours or more
Time Block #2	24.0 hours to 29.9 hours
Time Block #3	less than 24 hours

Section 3. Recall Notice

Notices of recall shall be sent by registered mail (return receipt requested) to the last known address of the laid off paraprofessional as shown on the Employer's records. The recall notice shall state the time and date on which the paraprofessional is to report back to work. It shall be the paraprofessional's responsibility to keep the Employer notified as to his/her current mailing address. A recalled paraprofessional shall be given 10 calendar days from the time of mailing the recall notice to report for work. Paraprofessionals recalled to work are obligated to accept said work. A paraprofessional who declines recall to perform work within the bargaining unit or who fails to respond to the recall notice shall be terminated.

Section 4. Seniority

Employees whose positions have been eliminated due to reduction in program and/or work force shall have the right to continued employment over less senior paraprofessionals. Employees whose hours of work have been reduced due to reduction in program and/or work force shall have the right to continued employment over less senior paraprofessionals.

Section 5. Order of Recall

Laid off employees shall be recalled in reverse order of layoff. Any employee recalled to a job title different from that held at time of layoff shall serve the 90 calendar day (excluding weekdays when school is not in session) probationary period.

Section 6. Length of Right to Recall

Paraprofessionals on layoff shall retain their seniority for purposes of recall for a time equal to their years of service, but in no instance for less than one (1) year. Any employee on layoff for more than that period, shall lose his/her seniority and further rights under this Agreement, and shall be considered terminated.

Section 7. Right to Substitute During Layoff

The Employer agrees to use paraprofessionals on layoff for substitute duty; provided, however, all paraprofessionals used as substitutes shall be paid the substitute rate, not the rate they would receive if they had not been laid off.

ARTICLE 89

WORK YEAR, WORK WEEK, WORK DAY

Section 1. **Work Year**

The normal work year for the paraprofessional shall be within the established school calendar for students as modified by other provisions of this Agreement. However, paraprofessionals may be discharged or laid off, their work hours, work days, or work weeks reduced, which may result in less than the established school calendar for some or all paraprofessionals, if there is one or more of the following conditions: (1) a decrease in the students enrolled in the school district or program, (2) a decrease in the revenue of the school district or funding of a program, (3) an increase in costs to the school district, or (4) the Board of Education deems it necessary to alter school curriculum or program(s).

Section 2. **Work Week**

The work week for all paraprofessionals shall be established by the Employer. No paraprofessional will be required to work Saturdays or Sundays.

Section 3. **Breaks**

All paraprofessionals will be allowed one (1) fifteen (15) minute relief period within the regularly scheduled work day, if that work day is three (3) hours or more, as scheduled by the Employer. If a paraprofessional's work day is more than five (5) hours, as scheduled by the Employer, he/she shall receive two (2) 15 minute relief periods within his/her regularly scheduled work day. Said relief periods shall be paid. Relief periods may not be accumulated.

Section 4. **In-Service Days, Records Days, Parent-Teacher Conference Days**

All paraprofessionals shall work during in-service days, records days, parent/teacher conference days, or other special events if requested to do so by the Employer, in writing. The paraprofessional shall be paid his/her regular hourly wage rate for all hours worked.

Section 5. **Lunch Period for 3-Hour or More Paraprofessionals**

The work day for all paraprofessionals shall be established by the Employer. All paraprofessionals working three (3) hours or more per day shall be provided a duty-free, 30 minute, unpaid lunch period as scheduled by the Employer.

Section 6. **Work Day**

The work day of the paraprofessional shall not exceed 30 minutes before the arrival time or 30 minutes after the departure time established by the Employer for teachers in the building where assigned.

Section 7. Attendance Incentive

All paraprofessionals shall earn one-half (1/2) day's incentive pay for each month, September through June, during which he/she works his/her regularly scheduled hours. Paid absences for reasons of personal business, jury duty, association business, and bereavement shall be excluded in the determination of one's earning the one-half (1/2) paid incentive day per month. Earned incentive pay shall be for the regularly scheduled hours of the employee as calculated for holiday pay. Incentive pay shall be paid at the end of the school year during which is earned.

ARTICLE 90

APPENDIX A

MEMORANDUM OF UNDERSTANDING

1. Notwithstanding the provisions of the collective bargaining agreement, including the provisions from the former paraprofessional section of the agreement, i.e., the Articles entitled "Probationary Employees" and "Seniority" the District shall be entitled to hire, assign and retain three (3) paraprofessionals district-wide so as to enable the District to provide same-gender supervision of rest rooms and locker rooms by members of the paraprofessional bargaining unit.
2. In the event less senior paraprofessionals are retained over more senior paraprofessionals in a reduction in force, no more than two (2) paraprofessionals at the high school nor more than one (1) other paraprofessional at one of the middle school shall be retained to permit same-gender supervision of rest rooms and locker rooms. Whenever the District elects to retain less senior paraprofessionals for same-gender supervision referenced in paragraph (1), those paraprofessionals who are laid off or have reduced hours out of line of seniority shall receive supplemental pay which shall equal 95% of the wages the employee would have earned had the layoffs or reduced hours been effected strictly on the basis of seniority. This supplemental pay shall be offset by unemployment compensation benefits or outside earnings which the employee receives.
3. Any paraprofessional who is laid off or has reduced work hours out of line of seniority pursuant to this Memorandum of Understanding shall continue to accrue full seniority and all benefits specified in the collective bargaining agreement as though no layoff or reduction in hours had occurred.
4. The District has the right to hire, assign or retain less senior paraprofessionals for same-gender supervision in accordance with this Memorandum of Understanding for no more than two (2) semesters following a reduction in force out of line of seniority. Paraprofessionals who are laid off or who have reduced hours pursuant to the terms of this Memorandum of Understanding shall be recalled or have hours restored after two (2) semesters on the basis of seniority, provided less senior paraprofessionals are still working.

Paraprofessional

5. In the event a posted vacancy is filled by a less senior paraprofessional based on the District's need for same-gender supervision, the more senior paraprofessional who was denied the position because of gender and who would have been entitled to it under Article 87, Section 3 (c), will not be assigned to a position of fewer hours than the posted position for as long as she retains a position in the District. In the event the posted vacancy subsequently becomes vacant, no other more senior paraprofessional denied it because of gender may claim additional hours where another paraprofessional is already being credited with the additional hours.
6. The parties understand and agree that job duties which consist of monitoring and supervising student rest rooms and locker rooms at the high school and middle schools shall be performed by paraprofessionals of the same sex as those students using such facilities.
7. The parties understand and agree that job postings which set forth the job description and duties for paraprofessional positions shall not specify that the position is either male only or female only. Instead, the job description shall contain the following statement: The Paraprofessional shall be responsible for monitoring and supervising rest rooms and locker rooms at the High School (or Middle School) and shall be the same sex as the students who use such facilities.
8. The District shall indemnify the plaintiffs and hold them harmless in the event of suit, demand, complaint, charge or other proceeding arising out of the District's reliance on the provisions of this Consent Order and Memorandum of Understanding which entitle the District to reserve three (3) paraprofessional positions to ensure same-gender supervision of rest rooms and locker rooms. Plaintiffs shall cooperate fully in the defense of any such suit, action or proceeding and shall be responsible for the payment of separate counsel fees should they decide to retain separate counsel in addition to the counsel provided by the District pursuant to this indemnification clause.
9. The Van Buren Education Support Team Association/MEA/NEA (V-BEST/MEA/NEA), and its members agree not to sue or finance any suit or complaint against the District or Board of Education based on the District's reservation of three (3) paraprofessional positions to ensure same-gender supervision of rest rooms and locker rooms, provided that the other provisions of this Memorandum of Understanding are honored.
10. This Memorandum of Understanding shall in no way restrict the number of male or female paraprofessionals who may be hired.

ARTICLE 91

INSTRUMENTAL MUSIC PARAPROFESSIONAL

Section 1. Instrumental Music Paraprofessional

- a) The position of instrumental music paraprofessional shall be included in the paraprofessional division.
- b) The instrumental music paraprofessional shall be given full credit for prior work experience as an instrumental music paraprofessional in the Van Buren Public Schools.
- c) Instrumental music paraprofessionals shall be placed on a separate seniority list. Seniority shall not be transferable from the instrumental music paraprofessional seniority list to any other seniority list.
- d) The position shall have a wage schedule as agreed upon by the parties, separate and distinct from the paraprofessional wage schedule.
- e) A paraprofessional transferring from a paraprofessional position to an instrumental music paraprofessional position shall have his/her paraprofessional seniority frozen until such time as he/she transfers back to a paraprofessional position or is laid off from the instrumental music paraprofessional position. The same shall apply to instrumental music paraprofessionals who transfer to paraprofessional positions.