

**2010 – 2012**

**MASTER AGREEMENT**

between

LOCAL 4621 (V.E.A.F.)

American Federation of Teachers – Michigan

and

**BOARD OF EDUCATION**

of the

**VAN DYKE PUBLIC SCHOOLS**

**Warren, Michigan**

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## AGREEMENT

This Master Agreement entered into between the Board of Education of the Van Dyke Public Schools, hereinafter referred to as the "District" and Van Dyke Public Schools Employees, Local 4621 of the American Federation of Teachers – Michigan, hereinafter referred to as the "Union."

The term "member" when used hereinafter in this Agreement shall refer to all members represented by the Union in the recognition clause and references to the female gender shall include male employees.

## ARTICLE II

### DISTRICT RIGHTS

All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by the Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions hereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the hours of work, starting and ending times, length of the workyear, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge members, transfer members, evaluate members, assign work to members, determine the size of the work force and to lay off members.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the initiation of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of members, including physical conditions.
7. Determine the policy affecting the selection, testing or training of members providing such selection shall be based upon lawful criteria.

**UNION AND MEMBER RIGHTS AND RESPONSIBILITIES (continued)**

3. The use of approved equipment is not to interfere with the instructional program or administrative needs.
4. All work done will be in keeping with the purpose of this Agreement.
5. The Union agrees to reimburse the District for the cost of materials and supplies.

I. Upon the written request of the Union, the District shall provide a copy of official minutes of public Board meetings and available Board agendas.

J. All members shall be entitled to duty free and uninterrupted unpaid lunch period of thirty (30) minutes per day.

Members scheduled to work five (5) hours or more per day shall be entitled to two (2) fifteen (15) minute breaks per day. Members scheduled to work at least three (3) hours but less than five (5) hours per day shall be entitled to one (1) fifteen (15) minute break per day.

Lunch and break schedules will be established by building principal and/or immediate supervisors. The Union may make recommendations to the building principal and/or immediate supervisors regarding the scheduling of break and lunch times.

K. It shall be the responsibility of each member to notify the District of any change of address or telephone number. The member's address and telephone number as it appears on the District's records shall be conclusive when used in connection with all notices to member.

L. A copy of complaints against a member, evaluations or discipline which are to be placed in a member's personnel file will be provided to the member.

Members shall have the right to review their personnel file in accordance with District procedures. A Union representative may be present during the review. Pre-employment materials or other materials exempt by law may be excluded from the review.

A member may write a rebuttal to information contained in their file, and the answer will be attached to the material in question.

M. The district shall supply the Union President a Teacher Assistant/Paraprofessional calendar with starting and ending dates no later than June 30<sup>th</sup> or as soon as possible when it becomes available, but no later than August 1<sup>st</sup>.

O. Typically, members only work when students are present. However, members will be allowed to work the equivalent of 4 ½ additional days (when students are not present) each school year. Those additional days will be identified by administration and identified on the Teacher Assistant/Paraprofessional calendar.

## ARTICLE V

### DISCIPLINE OF NON-PROBATIONARY MEMBERS

- A. Non-probationary members will not be disciplined or discharged without reasonable cause. Confirmation of discipline or discharge will be issued in writing stating the reasons for the action.
- B. Members shall, at their request, be entitled to the presence of a Union representative when said members are called to meet with an administrator or supervisor, for the intended purpose of an official reprimand or disciplinary action regarding his/her performance. If a meeting is scheduled for such a purpose, the member will be so informed in advance. Personnel evaluations are excluded from this provision.
- C. An appeal regarding disciplinary action will be submitted to Level Two of the grievance procedure within ten (10) calendar days.

### NON DISCIPLINARY REPRESENTATION

- A. Members may request the presence of Union representation when said member is to meet with an administrator or supervisor. If a meeting is scheduled, the member shall be informed by written notice in advance, when possible.

## ARTICLE VII

### TRANSFERS IN THE ABSENCE OF A VACANCY

- A. The District reserves the right to transfer members upon notification to the Union President.
- B. Members may request a voluntary transfer within a building or to a different building by filing a written request with the Personnel Office. These transfer requests will be kept on file for six (6) months.
- C. Members who are on a transfer may bid on job postings.

## LAYOFF, REASSIGNMENT, RECALL AND SENIORITY (continued)

### C. LAYOFF AND RECALL

In the event of a layoff\*, the following recall procedures will be followed:

1. Members to be laid off shall be provided at least ten (10) days written notice of the impending layoff. The Union President shall receive a list from the District of the members being laid off the same date as the notices are issued to the member(s).
2. Laid off members will be recalled in inverse order of layoff to vacancies **by seniority**. Recall rights are restricted to non-probationary members, and only for a period of twenty-four (24) months from the effective date of layoff.
3. Members will receive a minimum of ten (10) calendar days notice of recall. Such notice will be forwarded to the member's last known address. Failure to return by the designated date shall be considered a voluntary resignation.

*\*Layoff – A reduction in staff due to a decrease of work or economic necessity (does not mean reduction in hours.)*



**PAID LEAVE DAYS (continued)**

2. Members receiving Worker's Compensation pay will be reinstated to their position when a district physician certifies the ability of the member to return to work.
- F. Members whose illness extends beyond the time compensated under Section B shall be placed on an unpaid leave under Article X, subject to the following conditions:
1. The member must provide a physician's statement reflecting the member is unable to return to work.
  2. During the leave, the member's position will be filled with a substitute.
  3. Upon notice from the member's physician that the member is capable of returning to work and assuming his/her regular duties, the member will be returned to his/her position.
  4. Reinstatement rights are expressly limited to a one (1) year period from the last day the member received a paid sick leave day at which time further employment rights shall terminate.
- G. Members required to report for jury duty during working hours shall be released with pay provided they turn over any earnings (excluding mileage) received for jury duty. If not impaneled for all or part of a given day, the member shall report to work.

## ARTICLE XI

### HOLIDAYS

- A. Members shall receive holiday pay for those days which fall within the member's normal work year, except as designated below in this Article.
- B. The designated holidays shall be Thanksgiving Day, **Day After Thanksgiving**, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Memorial Day, Labor Day, Good Friday and **Easter Monday**.
- C. Members must work the entire scheduled workday before and following the holiday to receive holiday pay.
- D. When a holiday falls on a Saturday, the preceding Friday shall be considered the holiday. When a holiday falls on a Sunday, the following Monday shall be considered the holiday.
- E. Probationary members shall not be eligible for paid holidays.

## ARTICLE XIII

### IN-SERVICE

The District reserves the right to schedule in-service activities. In the first year and subsequent years of this Agreement, the District will schedule two (2) ½ or one full day paid in-service for this unit. The first professional development day for the school year for VEAF members will coincide with the teacher professional development day, prior to Labor Day. This professional development activity would count towards the professional development obligation referenced in this paragraph.

The Union may submit a written plan to the District outlining proposed in-service activities. The proposed plan will contain a statement of goals and objectives, a proposed agenda, recommended speakers and suggested time frame. Upon request of the Union, representatives of the District will meet to discuss the proposed plan.

## ARTICLE XV

### NO STRIKE CLAUSE

- A. The Union and District recognize that strikes and other forms of work stoppages by members are contrary to law and public policy. The Union and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program, during the term of this agreement. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any member to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the District.
- B. The District agrees it will not lock out members during the term of this Agreement. This provision shall not be construed to prohibit the District from rescheduling members due to a strike by another labor group or by the Union and/or certain of its members in violation of Section A.

Members who are involved in actually administering the Diastat anti-seizure medication will be paid \$50.00 per incident. This will include both the member who administers the medication and the member who assists in supporting the student while the medication is administered.

Except in the case of gross negligence, the district will defend, indemnify and hold harmless each member assigned to perform the administration of the Diastat from any claim made against the member with respect to such service and shall appoint and pay for counsel, assume the cost of litigation and pay any judgment rendered against the member for such claims. The parties acknowledge that a member performing such services is engaged in an employment for a governmental agency as that term is defined in MCL 691.1407.

## ARTICLE XVIII

### WAGES

	2010-11	2011-12
0 to 2 years – Step 1	\$10.02	\$10.22
3 to 7 years – Step 2	\$10.23	\$10.44
8 to 9 years - Step 3	\$10.44	\$10.65
10 years and over	N/A	\$10.86

The probationary/substitute rate will be \$10.02 during the length of this Agreement.

### **Wage Re-Opener**

This agreement is effective as of July 1, 2010 and remains in full force and effect until June 30, 2012. Both parties agree to meet prior to June 30, 2011 to discuss a wage increase for the 2011-2012 school year.

## GRIEVANCE PROCEDURE (continued)

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the Union shall, within thirty (30) days, file a letter of intent to arbitrate with the Superintendent's office. The thirty (30) day period will be reduced to ten (10) days in cases involving a continuing back pay liability. No individual member shall have the right to process a grievance to Level Three.

Level Three - Within ten (10) days, the parties shall select an arbitrator. On alternating cases, the Union or District shall be the first to strike the name of an arbitrator. Each party will continue to alternately strike a name until one arbitrator's name remains. The arbitrator will then be jointly notified by the parties of selection and request available hearing dates.

The names submitted will be restricted to those situations on the grievance arbitration rosters of the American Arbitration Association or the Michigan Employment Relations Commission. Either party may replace a name(s) it submitted on the above list by placing the other party on written notice during the month of January in any given year or if an arbitrator declines to continue on the panel or becomes incapacitated and cannot serve.

### F. General Arbitration Provisions:

1. The arbitration proceeding shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
2. It is expressly understood that no grievance arising subsequent to the expiration date of this Agreement shall be arbitrated absent mutual agreement between the parties.
3. The parties may mutually agree to an arbitrator outside of the list provided above.
4. The cost of the arbitrator shall be divided equally between the parties.
5. An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case at hand.
6. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

### G. Restrictions on the Arbitrator's Authority: The arbitrator shall have no power to:

1. Rule on an issue previously barred from the scope of the grievance procedures.
2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
3. Award compensatory or punitive damages.
4. Issue a back pay award for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date of the grievance was filed.
5. Establish wage schedules.

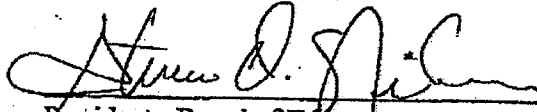
ARTICLE XX

DURATION


All articles of this Agreement shall be effective upon ratification by both parties and shall terminate on June 30, 2012, with the exception of Article XVIII – Wage re-opener.

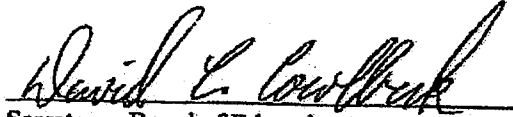
In Witness Whereof, the parties execute this Agreement.

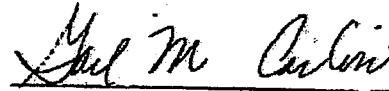
BY:

  
\_\_\_\_\_  
President - Board of Education  
Van Dyke Public Schools

BY:

  
\_\_\_\_\_  
President - Local 4621  
American Federation of Teachers - Michigan

  
\_\_\_\_\_  
Secretary - Board of Education  
Van Dyke Public Schools

  
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Secretary - Local 4621  
American Federation of Teachers - Michigan

  
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AFT/MEET & S.R.P. Representative

2/21/11  
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Date

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Date