

CONTRACT

FOR

2010-2013

BETWEEN THE

VAN BUREN INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

VAN BUREN INTERMEDIATE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

MEA

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
Article I	Agreement	1
Article II	Recognition	1
Article III	Management Rights	2
Article IV	Continuity of Operations	2
Article V	Union Rights & Security	3
Article VI	Agency Shop	3
Article VII	Employee Rights & Protection	5
Article VIII	Grievance Procedures	6
Article IX	Work Duties & Compensation	8
Article X	Seniority	9
Article XI	Reduction in Personnel, Layoff, & Recall	10
Article XII	Vacancies, Transfers, Promotions	11
Article XIII	Paid Leaves	15
Article XIV	Unpaid Leaves	17
Article XV	General	18
Article XVI	Early Childhood Programs	20
Article XVII	Duration of Agreement	23
Schedule A	Employment Schedule	24
Schedule B	Basic Compensation 2010-2013	27

<u>ARTICLE</u>		<u>PAGE</u>
	2010-2013 Salary/Placement Schedules (Prior 08/31/96) (After 08/31/96)	33
Schedule C	Fringe Benefits	35
Attachment A	Letter of Understanding – K. Merrell	39
Attachment B	Letter of Understanding – Committees	40
Attachment C	Letter of Understanding – Rehire of Retirees	41
Attachment D	Letter of Understanding – Sick Leave Bank	42

ARTICLE I

AGREEMENT

This Agreement is between the Intermediate Board of Education of Van Buren County, Lawrence, Michigan, hereinafter called the “Employer” and the Van Buren County Education Association/Van Buren Intermediate Educational Support Personnel Association MEA-NEA, hereinafter called the “Union”, through its local affiliate.

ARTICLE II

RECOGNITION

A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for all personnel, including all full time and regular part-time maintenance assistants, custodians, building custodians, grounds maintenance personnel, assistant vehicle/building maintenance personnel, program assistants, bus drivers and bus attendants, family educators and specialized program assistants, but excluding summer migrant programs, other non-mandated summer programs, supervisors and all other employees.

Prior to the addition of any new staff position, not covered in the preceding paragraph, the issue of inclusion/exclusion will be addressed with the Association.

Unless otherwise indicated, the term “Employee” when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit.

B. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any said group or organization regarding those employees set forth in Section A of this Article.

C. The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity on the Employer’s time or premises.

D. The general purpose of this Agreement is to set forth the wages, hours, working conditions and other conditions of employment.

ARTICLE III

MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative control of the school system and its properties and facilities and to determine the duties, responsibilities and assignments of its employees.
- (b) To hire all employees and subject to the provision of law, to determine their qualifications, and the condition for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- (c) To establish courses of instruction, including special programs, all as deemed necessary or advisable by the Board.

ARTICLE IV

CONTINUITY OF OPERATIONS

- A. Strikes. The union agrees that it will not, during the period of this agreement, directly or indirectly, engage in or assist in a strike action as said term is defined by the Public Employment Relations Act.
- B. Lockouts. The Employer agrees that it will not lockout any employee during the term of this Agreement.

ARTICLE V

UNION RIGHTS AND SECURITY

- A) Use of Facilities and Equipment. The local Union, upon advance permission, shall be entitled to use school facilities and equipment, computers, duplicating equipment, calculating machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The local Union shall pay for the reasonable cost of all materials and supplies incidental to such use.
- B) Bulletin Boards and Other. The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting union materials. The Union shall also have the right to use the internal school mails to distribute Union material.
- C) Union Representation. Employees shall be represented by Union Stewards, or in the absence of the regular Steward, by an Alternate Steward, or other union representatives. Both Stewards and Alternate Stewards shall be regular employees of the bargaining unit. The Union shall furnish, in writing, to the Employer, the names of Stewards and Alternate Stewards upon their election or appointment. Should the Stewards be required to attend a meeting called by the Employer during working hours, they shall suffer no loss of pay thereby.
- D) Information. The Employer agrees to furnish to the Union all available information that may be necessary for the Union to process any grievance or complaint.

ARTICLE VI

A. Agency Shop.

1. Any employee hired after July 1, 1980 who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall, as a condition of employment, pay as a service fee to the Union an amount equivalent to the dues uniformly required to be paid by members of the Union—including local and state dues; provided, however that the employee may authorize payroll deduction for such fee in the same manner as provided herein. In the event that an employee shall not pay such service fee directly to the Union or authorize payment through payroll deduction, as provided in this Agreement, the Employer shall, at the request of the Union, terminate the employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge.

- 2. The procedure in all cases of discharge for violation of this Section shall be as follows:
 - a. The Union shall notify the employee of non-compliance by

certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the employee that a request for discharge may be filed with the Employer in the event compliance is not affected.

- b. If the employee fails to comply, the Union may file charges, in writing, with the Employer and shall request termination of the employee's employment.
- c. The Employer, upon receipt of said charges and request for termination, shall immediately notify said employee that his/her services shall be discontinued at the end of ten (10) days. In the event of compliance at any time prior to discharge, charges shall be withdrawn.

B. Dues Deduction.

- 1. Upon written authorization from the employee, the Employer shall deduct from the wages of the employee, union dues or service fees. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.
- 2. Dues or service fee shall be deducted from the pay of each employee authorizing such deductions in ten (10) substantially equal monthly installments beginning with the first payroll in September. The Employer shall transmit within twenty (20) days the total deductions made, accompanied by an alphabetical list of employees from whom deductions have been made to such person as shall be designated by the Union in writing.
- 3. The Union will certify, at least annually to the Employer, fifteen (15) days prior to the date of the first payroll deduction for Union dues and service fees, the amount of said dues and fees.

ARTICLE VII

EMPLOYEE RIGHTS AND PROTECTION

A. Non-Discrimination.

1. Pursuant to the Michigan Employment Relations Act, the Employer hereby agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
2. The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee.
3. The Employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, place of residence, or handicap/disability.

B. Assaults.

1. Any case of assault upon an employee shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

C. Discipline.

1. No employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.

2. An employee shall be entitled to have present a representative of the Union when being disciplined.

D. Files and Records.

1. Employees shall, upon proper notification to the Superintendent, be permitted to review the contents of their personnel files.
2. Employees shall be given copies of all materials, which are placed in their personnel files, except for credentials.
3. Any employee who disagrees with the information contained in his/her personnel file may submit a written statement explaining the employee's position. This statement shall not exceed five (5) 8 ½" X 11" sheets and shall be included whenever information is divulged to a third party.
4. When material to be placed in the file is inappropriate, or in error, the material will be corrected or expunged from the file, whichever is appropriate.

ARTICLE VIII

GRIEVANCE PROCEDURES

A. A grievance shall be defined as a claim by an employee, group of employees or the Union of a violation, misinterpretation, or misapplication of any provision of this written Agreement and any such claim may be processed through this grievance procedure.

B. In the event the grievant believes a grievance as above defined, exists, a grievant shall use the following procedure:

Step 1. The grievant shall first discuss the alleged grievance with the immediate supervisor, either personally or accompanied by the Union Representative. Discussion shall take place within fourteen (14) calendar days following the alleged violation or within fourteen (14) calendar days following the time the grievant discovered the alleged violation. Evidence of the meeting under Step 1 of the grievance procedure must be documented, signed and dated by the employee and the supervisor.

Step 2. If Step I fails to resolve the alleged grievance, the grievant either personally or accompanied by a Union Representative, shall discuss the alleged grievance with the grievant's Director. Discussion with the Director shall take place within seven (7) calendar days following the date of the discussion with the immediate Supervisor as specified in Step I. No individual grievance may be processed beyond Step 2.

Step 3. If Step 2 fails to resolve the alleged grievance, the Union may reduce the alleged grievance to writing and file it with the appropriate Director. The written grievance must be filed with the Director no later than seven (7) calendar days following the date of the verbal discussion with the Director as specified in Step 2.

The Director shall, within seven (7) calendar days of receipt of the written grievance, meet with the Union in an attempt to resolve the issue.

Step 4. If the Union is not satisfied with the Director's response, or the Director fails to respond, the Union may within seven (7) calendar days of the date the Director's response is due, transmit the written grievance to the Superintendent.

Within seven (7) calendar days of receipt of the grievance, the Superintendent, or his/her designee(s), shall meet with the Union in an attempt to resolve the issue.

The Superintendent, or his/her designee(s), shall respond on the grievance form, within seven (7) calendar days of the date the meeting was held with the Union.

Step 5. If the Union is not satisfied with the response of the grievance at Step 4, or if no response is received, the Union may transmit the grievance to the designated representative of the Board. Such appeal shall take place within seven (7) calendar days of the date the Superintendent's response at Step 4 was due.

The Board, or its designated representative(s), shall meet with the Union no later than the next regularly scheduled Board Meeting, or fourteen (14) calendar days from the date the grievance was filed with the Board's designated representative, whichever is later.

The Board, or their designated representative(s) shall respond to the grievance in writing within seven (7) calendar days from the date the meeting was held.

Step 6. If the Union is not satisfied with the Board's response at Step 5, the Association may submit the grievance to the American Arbitration Association in accordance with the AAA rules which shall likewise govern the Arbitration proceeding. Appeal to the American Arbitration Association shall take place within fourteen (14) calendar days from the date of receipt of the Board's Step 5 response to the grievance. The Union shall send the Board a copy of their request for Arbitration at the same time it is sent to the American Arbitration Association.

C. Rules Governing Arbitration.

1. The Board or the Union shall not be permitted to assert into such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party.
 2. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
 3. Both parties agree that the award of the arbitrator shall be binding and agree that judgment thereon may be entered in any court of competent jurisdiction.
 4. The fees and expenses of the arbitrator shall be shared equally by the parties.
- D. Time Limits. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, the Board shall use its best efforts to process such grievance prior to the end of the school year as soon thereafter as possible.
- E. Any grievance arising prior to the expiration of this Agreement may be processed through the above grievance procedure until resolution.

ARTICLE IX

WORK DUTIES AND COMPENSATION

- A. The employment schedule of each employee shall be as set forth in Schedule "A".
- B. The basic compensation of each employee shall be as set forth in Schedule "B". There shall be no deviation from said compensation rates during the life of this Agreement.
- C. The following conditions shall apply to all overtime work.
 1. Time and one-half shall be paid for all time worked in excess forty (40) hours in one (1) work week.
 2. All hours worked or not worked but paid for on holidays shall be used for computing overtime.
- D. The fringe benefits of each employee shall be set forth in Schedule "C".
- E. Employees shall not normally be left in charge of students without teacher supervision. If a teacher is out of the classroom for a period of time, there would still be a teacher assigned

within the building to assist if needs arise. Teachers will not be absent from the classroom for more than a one hour period.

- F. The Director of Special Education may approve a duty or duty-free lunch period at each facility/location for employees of special education covered under this agreement.
- G. Program Assistants are expected to attend all meetings assigned by supervisor and remain for entire time unless excused by the immediate supervisor. Additional time spent over the regular work day will be adjusted per agreement with supervisor.

ARTICLE X

SENIORITY

- A. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by casting lots.
- B. Part-time employees shall accrue seniority on a pro-rata basis.
- C. Each employee's seniority date shall reflect his/her most recent date of district employment.
- D. All employees shall be placed in one of the following classifications.
 - 1. Maintenance Assistant and Custodian
 - 2. Building Custodian and Grounds Maintenance
 - 3. Assistant Vehicle Maintenance
 - 4. Program Assistants (See Article XII, E.)
 - 5. Bus Drivers
 - 6. Bus Attendants
 - 7. Early Childhood
 - 8. Specialized Program Assistants
- E. All new employees shall be on probation for seventy-five (75) days worked. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. Probationary employees shall have all the rights and benefits under this Agreement except probationary employees may be discharged for reasons sufficient to the Employer without access to the grievance procedure.
- F. The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and

posted annually thereafter. The seniority list will reflect the hire date. A copy of the seniority list and subsequent revisions shall be furnished to the Union President.

- G. Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Employer may be employed at other work on a job that is operated by the Employer and which he/she can do without regard to any seniority provisions in this Agreement.
- H. Seniority shall be lost by an employee upon termination, resignation, retirement or transfer to a non-bargaining unit position.

ARTICLE XI

REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds or change in program.
- B. No Employee shall be laid off pursuant to a necessary reduction in the work force unless said Employee shall have been notified of said layoff at least thirty (30) days prior to the effective date of the layoff.
- C. In the event of a necessary reduction in work force, the Employer shall first lay off probationary employees within the same job classification, then the least senior employees, providing however, that there shall be qualified employees remaining to meet the requirements of the Employer. In no case shall a new employee be employed by the Employer while there are laid off employees who were employed within the same job classification who are qualified for a vacant or newly-created position.
- D. A laid off employee shall have the right to utilize his/her district seniority in another classification to retain a position with the school, providing that he/she is qualified, as defined in Article XII, F. to perform the duties of the employee thus displaced and provided further that his/her removal from that classification in which he had seniority was not for cause.
- E. A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off employees may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer for up one year. Such payments shall be made in accordance with the payment schedule of the Employer and subject to the terms and conditions of the carrier and COBRA regulations.
- F. Employees shall be recalled to positions for which they have district qualifications in inverse order to their layoff date. (Most total seniority first.)

G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.

Employees on layoff shall retain their seniority for purpose of recall for a period of one (1) year. Any employee on layoff for more than one (1) year shall lose his/her seniority and any further rights under this Agreement.

ARTICLE XII

VACANCIES, TRANSFERS, AND PROMOTIONS

A. A vacancy shall be defined as a newly created position within a classification represented by the Association in this bargaining unit or a present position within a classification represented by the Association in this bargaining unit which position becomes vacant by reason of the permanent separation (resignation, death, discharge, transfer) of the bargaining unit member formerly in said position.

Under the following circumstances the district may employ a temporary employee:

1. Due to unexpected or unanticipated need (e.g. student who becomes so unstable as to require individual assistance/attention).
2. Due to loss of staff with concurrent immediate need for a temporary replacement until appropriate employment procedures may be followed to find a suitable replacement.
3. Due to the enrollment of a new student for who exact instructional/support needs have not been established by an IEPC.

These temporary positions will last no longer than 60 school days with no extensions, at the end of which one of the following shall occur:

1. The position will be terminated.

2. The position will be determined to be necessary on a continuing basis and posted as a vacancy. Vacancy may be posted for a specific time period, at the end of which the position will be terminated and not re-posted, or made permanent.
3. The position will be posted as a normal vacancy.

B. All vacancies covered by this Agreement shall be posted in a conspicuous place in each building of the district for a period of five (5) working days. Said posting shall contain the following information:

1. Type of work;
2. Location of work;
3. Starting date;
4. Rate of pay;
5. Hours to be worked;
6. Classification;
7. Position requirements;
8. Position qualifications.

Interested employees may apply online, within the five (5) day posting period.

The Employer shall notify employees of vacancies occurring during the summer months (June, July, August) by sending notice of same to the President of the Union.

Within ten (10) work days after employment of an applicant, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union.

- C. After the expiration of the posting period the Employer may fill the position by transfer of an employee within the classification or by awarding the position to another applicant from within or outside the bargaining unit. In making the decision to award the position to an applicant, the Employer will consider the certification, job application, program of assignment, evaluations, disciplinary record, qualifications, skills, abilities and experience of the applicants, including the length of service with the Employer (if any) and other relevant factors. Seniority will be a tie breaker if all relevant information is the same. The applicant selected shall be notified of his/her selection and the time and place to report to work. The decision of the Employer in filling the position shall be final.
- D. If the individual awarded the vacancy is not a member of the bargaining unit at the time of application, he/she shall serve the probationary period under the conditions set forth in Article X, Paragraph E of this agreement.

If the individual awarded the vacancy is a member of the bargaining unit at the time of application, the following conditions shall apply to the twenty (20) work day trial period in the new assignment:

1. Substitutes may be used to fill positions(s) previously occupied by the bargaining unit member on twenty (20) work day trial.
2. Employee may be removed at any time during the twenty (20) work day period for reasons specified by the Employer. This removal will be subject to the grievance procedure, with the exception of arbitration, Step 6.
3. Anytime during the twenty (20) work day trial period, the employee will be transferred back to his/her previous position at the employee's request, upon at least five (5) work days prior notice to the Employer. The twenty (20) day trial period would not apply if positions were to open at end of regular school year or if partial trial days take place at the end of year and the beginning of school in the fall.
4. The employee eligible for the twenty (20) work day trial period and the Employer may mutually agree, in writing, to waive all or any portion of the twenty (20) work day trial period.

At the end of the twenty (20) work day trial period, the employee may be returned to previous position for reasons sufficient to the Employer, and:

- a. The employee or UNION may not grieve.
- b. The employee will be given an interview where reasons for unsatisfactory performance will be identified. An employee once rejected during or at the conclusion of a trial period, from a position by the Employer in another classification or program within the same classification may apply for subsequent transfer(s) and may be granted the transfer on a trial basis. The administration will give additional consideration to allow the employee to be placed in a trial position when the employee will be assigned to a different supervisor than under the position for which he/she was rejected.

- E. For purposes of this Article, the Program Assistant classification is further broken down by "program" as follows (or it will correspond to the State Board of Education's classifications):

Program Assistant Classifications

Autistic Impaired (AI)
 Emotionally Impaired (EI)
 Hearing Impaired (HI)
 Mild Cognitively Impaired (MiCI)
 Moderately Cognitively Impaired (MoCI)
 Severely Multiply Impaired (SXI)
 Early Childhood Special Ed Classroom (ECSEC)
 Vocational Education by program
 Work Experience
 All Others

E. Bargaining unit members will be considered qualified in all classifications in which they have been assigned for regular employment and successfully served for the Employer.

Also, employees in the Building Custodian and Grounds Maintenance Classification shall be considered qualified to serve in the Maintenance Assistant and Custodian classification. Bus Drivers shall be considered qualified to be Bus Attendants.

F. Employees shall not be placed on a lower step on the salary schedule or wage scale due to a change in assignment within related job classifications.

G. For purposes of this section, related job classifications are:

- a. Bus Driver - Bus Attendants
- b. Program Assistants - All
- c. Custodial/Maintenance – All
- d. Family Educators (Early Childhood)

When transfers/reassignments are made between nonrelated job classifications, the employer has the right to grant the employee district experience on the salary schedule.

H. Any employee asked by a supervisor to temporarily assume the duties of another employee will be paid the rate for those duties. An employee's pay rate shall not be reduced by any temporary change in duties. Employee will be paid at the high rate of pay if the assignment is for five (5) or more days duration and will be retroactive to the 1st day. Such assignment must be made in writing prior to the first day of assignment.

I. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.

ARTICLE XIII

PAID LEAVES

A. Sick Leave.

1. Twelve (12) days of sick leave per school year will be granted to each employee except that two hundred sixty (260) day custodians shall be granted sixteen (16) days and 204 day bus drivers, bus attendants and 207 day program assistants shall be granted fifteen (15) days. The absence must be necessary due to personal illness of the employee or serious illness of the employee's immediate family. Immediate family shall include present spouse, father, stepfather, mother, stepmother, children, stepchildren, grandchildren, mother-in-law, father-in-law, and other relatives living in the immediate household.
2. Unused sick leave days shall be allowed to accumulate to one hundred and twenty five (125) days.
3. A doctor's certificate may be required after two (2) consecutive days of absence.
4. A doctor's excuse may be requested for each "sick day" absence after an individual has accumulated, during any year, sick day absences equal to the annual sick leave awarded to individual employees in their assigned classifications.

B. Business Leave

1. Two days per year may be used by all employees for business purposes. Leave shall not be cumulative. A business day means an activity that requires the employee's presence during working hours and is of such a nature that it cannot be attended to at a time outside of working hours. A written statement using the standardized form available at the VBISD office must be submitted in writing to the Superintendent, or his designee, at least one week in advance. In the event of an acute emergency, a shorter notice may be acceptable. A written statement of reason must accompany the application for approval if the business day is to be used at the start or end of a vacation/holiday.
2. Unused business days remaining at the end of the school year will be converted to sick days and added to the accumulated total of sick days for the employee.

- C. Bereavement Leave. Bereavement leave shall be granted with pay for an employee for a period not to exceed five (5) working days for each death to attend the funeral of the employee's immediate family. Immediate family may include spouse, father, stepfather, mother, stepmother, brother, sister, children, stepchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

For death of others residing in the immediate household, up to five (5) working days will be granted to attend the funeral. Days used will be subtracted from accumulated sick leave.

Days subtracted under this provision will not be counted toward “Excessive Absenteeism” as defined in Article 15, Item H.

Other deaths - Each employee shall be granted one (1) working day per occurrence to attend the funeral of other family members. Each employee will be granted one (1) working day per year to attend the funeral of non-family members.

D. Jury Duty. Required jury duty by the employee will be excused, however, the employee will be requested to submit to the Business Office the jury service fee received, except for any mileage reimbursement, and the Board of Education shall pay the employee’s regular pay for this service.

E. Subpoenaed Court Appearance. Employees required to make appearances in court on behalf of citizens, other than members of their families, will be excused and paid their regular pay. The employee will submit to the Business Office the subpoena fees, with the following stipulations:

- 1) The subpoena directing their court appearance must be presented to their supervisor with the request for time off as soon as possible after being served.
- 2) Subpoenas requiring court appearances for the purpose of serving as a character witness in civil disputes will not qualify under this Article.
- 3) Subpoenas requiring court appearance on matters relating to the Association will not qualify under this Article.

F. Association Release Days.

- 1) Upon appropriate notification including approval by an association officer from the VBIESP/VBCEA, a total of 4 association business days per contract year shall be granted for the purpose of an ESP participating in a bona fide association business. No association member will be allowed to use more than two (2) association days per contract year.
- 2) The association shall remit to the board an amount equal to the daily rate of pay of the employee released for such business.

ARTICLE XIV

UNPAID LEAVES

A. Disability Leave. The Board may grant a leave of absence to an employee who has exhausted his sick leave and is unable, due to illness or injury, to return to work. Such leave shall be for a period up to a year, renewable at the discretion of the Board. Upon return from leave, the employee shall be returned to the same position he left, or, if the position has been eliminated, to a similar position.

B. Maternity Leave.

1. The Board shall grant to any employee a leave of absence for the purpose of childbirth. Such leave shall commence when the employee is no longer able to adequately perform the duties to which she is regularly assigned and shall last after the termination of the pregnancy until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned. The provisions of the Family and Medical Leave Act (FMLA) will run concurrently with leave under this provision.
2. Child Care Leave shall not exceed one calendar year beyond the termination of pregnancy; the duration of leave to be agreed upon between the employee and the Superintendent at the time of the request. Further extensions may be granted at the will of the Board. The employee shall be entitled to return any time during the period of leave upon the consent of the Board of Education. The employee, upon termination of leave, shall be assigned to the same or similar position. The provisions of the Family and Medical Leave Act (FMLA) will run concurrently with leave under this provision.
3. An employee adopting a child shall receive leave which shall commence upon the placement of the child in the adoptive parents' home. The provisions of the Family Medical Leave Act (FMLA) will run concurrently with leave under this provision. Leave in excess of that authorized under FMLA will be limited to a total of one year and will be as mutually agreed upon between the employee and the Superintendent. Further extensions may be granted at the will of the Board of Education. The employee shall be entitled to return any time during the period of leave, upon consent of the Board of Education. The employee, upon termination of leave, shall be assigned to the same or similar position.

General Leave. The Employer may grant a leave of absence upon the request of an employee for reasons of general health, family emergencies, or for other reasons not otherwise herein provided. In determining whether to grant any such leave, the Employer shall consider:

1. The past performance of the employee;
2. The staffing needs of the Employer;
3. The length of service of the employee and the probability that the employee will return to the service of the Employer; and
4. The purpose or purposes of the leave.

C. Dock Pay Policy – Health Benefits Cost:

Employees who have exhausted their paid leave time in the appropriate category (sick, personal, non-scheduled leave time, etc.) may request a “dock day(s)”. The Superintendent will review this request for the unpaid leave (dock day). If the Superintendent approves this “dock day” request, and if the employee qualifies for General Leave under Section C above, health benefits will not be docked. If the employee does not qualify for General Leave, the Employer shall deduct from the employee’s pay the cost of one day’s health benefits or Section 125 benefits from each “dock day” approved. The calculation of these costs shall be as follows:

Total annual health benefit and/or Section 125 benefit costs divided by the total scheduled workdays.

ARTICLE XV

GENERAL

- A. Extent of Agreement. This Agreement supersedes and cancels all previous Agreements and past practices between the Employer and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- B. Savings Clause. If any article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- C. Negotiation Procedures. At least sixty (60) days prior to the expiration of this Agreement, the parties agree to open negotiation for a successor Agreement.
- D. Safety and Health.
1. As a condition of employment, all employees must satisfactorily pass a pre-employment physical examination and, following employment, may thereafter be required to satisfactorily pass an annual physical examination given by a physician designated by the Employer. Employees may also be required to satisfactorily pass examinations for tuberculosis each three years. The aforementioned examinations shall be at the expense of the Employer.
 2. Employees must immediately report to the supervisor all accidents or injuries sustained by students or themselves or in which the vehicle entrusted to them is involved. Employees shall be required to fill out report forms made available by the Employer.

3. Every employee shall observe all safety rules and shall use such safety devices or equipment as is required thereby.

E. Employee Addresses. Employees shall be required to keep the Employer informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his or her last address on record with the Employer shall constitute notice to the employee of the contents of such communication.

F. Requirement for Bus Attendants - During years when bus attendants are employed, the administration may determine the necessity for placement of attendants on pupil transportation vehicles smaller than 19 passenger buses and/or trips regularly transporting 5 or less students. Specific characteristics of the students and their needs will be considered in making this decision. Transportation of Community-based Transition Center students may be exempt from this requirement.

G. A standing Communications Committee is recognized by the Administration and the VBESP. The membership includes the Superintendent and VBESP President. Others may be assigned by the Superintendent and VBESP based on the issues addressed. Exploration of an issue by the Committee does not preclude grievance of the issue if a mutually agreeable solution cannot be reached.

H. Attendance. Regular attendance is an expected norm for all employees. Excessive absenteeism interferes with the functioning of the organization and as such will be reviewed and may become just cause for termination. Excessive absenteeism is defined as absences during two (2) consecutive years of the equivalent of 150% of the annual sick leave awarded to an individual in their assigned classification (i.e. 12 days (100%) first year and 6 days (50%) second year). Absences for any purpose whether or not excused or administratively approved, workers compensation and absences which would have qualified for FMLA will be used in this calculation. Funeral leave, jury duty, subpoenaed court appearances, FMLA time will not be used in this calculation.

ARTICLE XVI

EARLY CHILDHOOD PROGRAMS

This section addresses the Family Links positions:

- A. Work Year: Schedule A, Item 1.
- B. Work Hours: Flexible, seven (7) hours per day including some evening work. Schedule variations must be worked out with the employee's immediate supervisor.
- C. Wage Schedule: The current wage scale (Schedule B).
- D. Classification: The Family Links positions will be in one classification known as "Family Educators".
- E. Seniority: Family Educators will only have layoff rights within the Family Educators classification.
- F. Kevin Merrell's Seniority And Placement On the Wage Scale: (See Letter of Understanding – (See page 47 – Attachment A).
- G. Credit On The Wage Scale For Previous Work Experience: Up to seven (7) years of credit on the wage scale (maximum step 8) may be granted by the District for previous related work experience.
- H. Transfer Of A Current Employee To A Family Link Position: When a current employee is transferred to a Family Link position the employee and administration will mutually agree to the following:

(1)The amount of credit on the wage scale the employee will be able to carry back to his/her former job classification he/she accrued during the time he/she was in a Family Educator's position.

The agreement between the parties shall be submitted in writing to the employee, administration, association and a copy shall be placed in the employee's personnel file.

- K. Wage Step and/or Wage Schedule Movement: Will follow the same practice as other bargaining unit members. Employees must work ninety-one (91) days by August 31 of each year to be eligible to move to the next step up.

Credit will be honored at any time advancement on the wage schedule providing that:

- 1) Written notification of anticipated advancement is provided to the Director/Supervisor by May 15 of the previous school year except in the event of a break in continuous service.
- 2) Evidence is shown of earned credit based upon the following requirements:
 - a. To Bachelors Schedule. Completion of a Bachelors Program at an accredited college or university.

L. Fringe Benefits: Schedule C.

M. Paid Leaves: The same paid leaves will be provided to the Family Links employees with sick days prorated. Family Link employees will receive thirteen (13) sick days per year.

N. Act Of God Days (Snow Days): Act of God days will be those days the VBISD is closed due to an Act of God as defined in the State Aide Act. This means that the work year for Family Links educators will be reduced by one day for each Act of God day up to six (6) days or equivalent hours of pupil instruction. Therefore, the work year will be 195 days including Act of God days referenced in this section. The total pay for an employee will not change due to the use of these six (6) days or equivalent hours of pupil instruction. In other words, employees will be paid for these six (6) days or equivalent hours of pupil instruction as part of their total salary.

When the VBISD is closed due to an Act of God day, the employees have two (2) choices, which are:

- (1) Employee may not work and report the day as a non-working day.
- (2) Employee may work and report day as a regular workday.

When the School District(s) in the employee's service area is closed due to an Act of God day, the employee has the same two choices as when the VBISD is closed. These choices are:

- (1) Employee may not work and report the day as a non-working day.
- (2) Employee may work and report day as a regular workday.

O. Mileage: Mileage reimbursement for employees will be based upon the following principles:

- (1) Base Mileage – Base mileage is miles traveled from home to first school or business and from last school or business to home, which is in excess of the miles traveled to and from the employee's home to office and office to home.

Base Mileage Formula: Base mileage is calculated one way at the beginning of the day and at the end of the day, using the following formula:

Beginning of the day (Home to first stop) minus (Home to office)
End of day (last stop to Home) minus (home to office)

(2) Inservice Mileage – Inservice mileage is miles traveled from the initial school or business to the last school or business.

Inservice mileage calculations: Inservice mileage is calculated from the first school or business stop to the last school or business stop.

(3) Mileage will be reimbursed at approved rate of the IRS for each year of the current contract.

ARTICLE XVII

DURATION OF AGREEMENT

- A. This agreement shall be effective as of **September 1, 2010**, and shall expire on **June 30, 2013**. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration day, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

- B. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed, hereafter employed or considered for employment by the Employer. In addition, the Employer shall provide the Union twenty (20) copies of the Agreement without charge to the Union. Upon employment, employees shall be given a copy of the form authorizing check off for Union dues and service fees within thirty (30) days of said employment.

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective representatives.

UNION

By Michelle Luster 8-22-11
President Date

By Ann Flory 8-22-11
Secretary Date

Paula B... 8/22/11
Chief Negotiator Date

Melanie B. Waltz 8/29/11
VBCEA Representative Date

EMPLOYER

By Boyd 9-20-11
President Date

By [Signature] 8-31-11
Superintendent Date

Barbara Mathew 9-20-11
Chief Negotiator Date

SCHEDULE A

EMPLOYMENT SCHEDULE

1. Work Year. The normal work year for support staff shall be as follows:

- A. Custodial/Maintenance - 260 days
- B. Program Assistants, Bus Drivers, Bus Attendants - Days of student instruction including up to 8 days set by administration (Notification by September 1). School calendars should be developed for each area. -Family Links - 195 days as approved by supervisor.

2. Work Day. The normal work day for support staff shall be as follows:

- A. Custodial/Maintenance - 8 hours
- B. Program Assistants - 7 hours
- C. Bus Drivers - 5 hours
- D. Bus Attendants - 5 hours
- E. Substitutes - During years when bus attendants are employed by VBISD, the Board shall provide bus attendants on all runs during days of student attendance (as per Article XV; F). The parties to the agreement shall attempt to provide substitute bus attendants. "Attempt to provide substitute bus attendants" shall be demonstrated by maintaining a list of at least eight (8) substitute bus attendants, all of whom must be contacted (or contact attempted) before a decision is made to use alternate solutions. Alternate solutions may be the use of program assistants, who have volunteered to be placed on an emergency list, or exchange assistants between runs based upon the children carried. If program assistants are used as substitute bus attendants they shall be paid an hourly rate equal to the base hourly rate for bus attendants.

3. Lunch and Breaks.

A. Custodial Maintenance

- 1. Employees will be allowed a one-half (1/2) hour lunch period without pay at or near the midpoint of their scheduled shift as designated by the Employer. A one (1) hour lunch period without pay may be granted to an employee by the supervisor providing this lunch period does not interfere with the working schedule. Such request shall be in writing and remain on file for the duration of this Agreement. If the employee's status should change during this period, the employee may ask to have such request removed.
- 2. Employees will be permitted to take a fifteen (15) minute break period during the first one-half (1/2) of their shift and a fifteen (15) minute break period during the last one-half (1/2) of their shift at a time designated by the Employer.

B. Program Assistants

1. Each employee shall be entitled to a minimum one-half (1/2) hour duty free lunch period outside of the regularly scheduled working hours as per Article IX, Item (F).
2. Each employee shall be entitled to a fifteen (15) minute paid break period in the morning and a fifteen (15) minute paid break period in the afternoon at times established by the administration.
3. Summer Work: All the terms and conditions of this agreement shall apply to program assistants who are employed during the summer. Program assistants who are in programs offered beyond the regular school year shall be given the first option to work in this program area. The program assistants in these program areas have until the third (3rd) Friday in December (before winter break) of the current school year to notify their supervisor of their intent to continue to work during the full summer assignment. If the current program assistant in the program area declines to work during the summer, the specific assignment shall be posted for five workdays. The assignment shall be awarded to the most senior qualified bargaining unit member applicant. Non-unit individuals shall be assigned to summer work only when all qualified bargaining unit members have refused such work.

4. Inclement Weather

- A. On days when the Bert Goens Learning Center and/or Technology Center are closed to students, personnel assigned to the ISD office, Bert Goens Learning Center, and/or Technology Center will report to work unless the radio announcement is made closing the Van Buren Intermediate Offices. This announcement will be broadcast over the following stations: WWMT, WKZO, WCSY, and WHFB. Personnel who are unable to report to work at the usual starting time shall notify their director or his designee at the earliest practical time.
 1. Per State of Michigan law, the following shall apply:
 - a. Behavioral Education Center, Special Education Programs located at Paw Paw Schools and Lawrence Schools. Follow the snow day policy of their respective local district with the exception that days lost in excess of six (6) days or equivalent hours of pupil instruction will be made up at the end of the year.
 - b. Bert Goens Learning Center. Have six (6) days or equivalent hours of pupil instruction, which will not have to be made up, should act of God conditions occur.

Make up days of student instruction will be rescheduled by administration.

2.
 - (a) Custodial/Maintenance employees will report to work on “snow days” except for the first six (6) days currently called “grace days”. Custodial/Maintenance personnel who report to work on these “grace days” and are requested to remain and assist with snow removal will receive early release time equal to the time worked on the grace day.
 - (b) All shifts are to report at their normal time or as soon as possible.
 - (c) Second shift personnel have the option of working first or second shift on days when this provision applies. If they choose to report on the first shift, they will contact their supervisor after arrival and before proceeding to their normal work area.
 - (d) Employees who are unable to report to work because of inclement weather are expected to make up that time within the same pay period, or request and be charged for vacation time, or be docked pay for time not worked.
 - (e) If the Maintenance Supervisor, Director of Operations and Finance, or Transportation Supervisor determines that the conditions are unsafe, employees will not be expected to report to work or will be released with no loss of time for the employee(s).
3. Deduction of Personal Business Days, Sick Days and Vacation Days when the district is required to close for any condition.
 - (a) Personnel on approved leave of absence of any kind, other than a vacation day, which exceeds three (3) consecutive days and personnel on an approved vacation day will be charged for the day as scheduled.
 - (b) Should an employee make a decision that weather conditions make it unsafe for them to travel to work, they may call the appropriate supervisor/staff to notify them of this decision. The employee will be charged a sick day in this situation.
4. Transportation staff will be required to attend monthly staff meetings beyond normal working hours with pay.

SCHEDULE B

BASIC COMPENSATION 2010-2013

Schedule B - Basic Compensation

1. **Two year -10 month** agreement beginning **September 1, 2010** through **June 30, 2013**.
2. Each employee will receive an \$80.00 one time stipend to be paid by December 1, 2010 for 2010-2011. For 2011-2012, each employee will receive an \$80.00 one time stipend to be paid by the second pay in September 2011. **For 2012-2013, each employee who does not receive a step raise or longevity payment will receive a stipend of \$150 to be paid in the second pay in September 2012.**
3. The District shall be able to place new hires up to Step 8 of the Salary Schedule based on credit for prior outside experience. The parties mutually agree that the criteria used to determine the amount of credit to be allowed for prior outside experience for new employees must be in areas that would enhance job performance. The areas to be considered are: 1) Work history; 2) Post secondary educational experience; 3) Job related training; 4) Specialized experience.
4. A part-time employee may be hired and is described as working less than their stated hours per week. Part-time staff working at least 50% of their stated hours per week shall be entitled to a prorated fringe benefit program. If during the year, an employee is off work and returns to work on a part-time basis, the employer will pay the percentage of benefits of the time they will be working.
5. Employees will be paid \$15.00 per day extra pay for sick days over the 125-day limit beginning September 1st of contract year. Payment will be made last pay period in October.

Classification: Specialized Program Assistants

Specialized program assistants shall be defined as having an unique set of certification/license requirements and shall consist at this time the following job descriptions:

Automotive ASE Certified Trainer (183 days - 7 hours)
Auto Parts Production Manager (185 days - 7 hours)
Floriculture/Landscaping Production Manager (183 days - 7 hours)
Preschool Hearing Impaired Classroom Interpreter (183 days - 7 hours)
Elementary Hearing Impaired Classroom Interpreter (183 days - 7 hours)
Physical Therapist Assistant (202 days - 7 hours)
Health Technology Assistant (183 days - 7 hours)
Learning Center Greenhouse Specialized Assistant (203 days - 7 hours)
Papermaking Program Specialized Assistant (203 days - 8 hours)

Educational Interventionist Assistant Specialist (207 days – 7 hours)
Behavioral Intervention Program Assistant (189 days – 7 hours)
Student Services Interventionist (183 days – 7 hours)
Certified School Bus Mechanic (260 days – 8 hours)

The pay range for the above job descriptions shall fall between \$13.82 which will be frozen for the length of the contract and \$27.28 per hour. It is the intent of the parties to annually adjust each individual's pay per the bargained percentage increase.

The District has the right to place a new employee at an hourly rate that falls between this pay range. When placement of a new employee falls outside of this range, the Director of Operations and Finance will contact the President of VBIESPA. The Union shall have three (3) workdays after the written receipt of such a request to object to this new rate. The Union shall send its written objection to the Director of Operations and Finance. The parties must mutually agree to the placement of a new employee at a higher or lower rate than that stated in the pay range above.

Employees will be advanced one step on the schedule, and the Board will increase the basic amounts on each of the salary steps of the schedule as reflected on the previous pages.

1. Custodial Maintenance employees who work the second shift shall be paid an additional \$.20 per hour (\$416.00/year).
2. Uniforms - the school shall provide uniforms for custodial/maintenance employees of a style, quantity and quality as provided prior to the ratification of this Agreement. Uniforms shall be worn during normal work hours.
- 3.a When overtime work is requested by the appropriate supervisor on Sundays and designated National holidays, employees volunteering to work on these days will be paid double their normal base hourly salary for each hour worked.
- 3.b Overtime for custodial and maintenance employees shall be offered on a rotating basis with seniority determining order of rotation (most senior first). If no one in the effected classification accepts the overtime assignment, it will be offered to the other eligible classifications (custodial/maintenance). All offers of overtime work will be made in writing except under circumstances where the requirement for overtime arises less than three (3) days before the need for the overtime to be performed.
 - Each employee will receive a written form entitled "Notice of Available Overtime". These forms will be delivered to the Building Custodian who will hand deliver the forms to each custodian assigned to his building(s). The form will indicate date of overtime, hours to be worked and scope of duties.
 - Each employee will complete the "Notice of Available Overtime" and return it to the Maintenance Supervisor's mailbox within two (2) days.

- The Maintenance Supervisor will select personnel for the overtime assignment from the positive responses based upon the seniority based Overtime Rotation List posted in the Supervisor's office. All personnel who responded positively will then be provided a copy of the "Notice of Available Overtime" indicating whether or not they were awarded the overtime assignment, at least two days prior to the scheduled overtime but no later than four (4) working days after the date of the "Posting of Available Overtime.
- When the overtime requirement arises three (3) days or less before the date the overtime is to be served, the Maintenance Supervisor will verbally contact each person in order of rotation on the seniority based rotation list until sufficient positive responses are received to fulfill the overtime requirement. All other personnel on the rotation list will be notified by memo of the circumstance and outcome of the verbal procedure.
- Failure to meet an overtime work commitment without legitimate reasons (i.e., illness, family emergency, etc.) will result in the following sanctions:
 - First Occurrence – Employee will be removed from the overtime rotation list for one rotation.
 - Second Occurrence – Employee will be removed from the overtime rotation list for one year.
- Each year in August, all custodial/maintenance personnel will be required to sign a form indicating whether or not they wish to be considered for overtime assignments.
- In the event no volunteer accepts the offer of overtime work, such overtime will be assigned to the next employee eligible for overtime as stated on the overtime rotation list.

3c. For purposes of this Section, the Vehicle Maintenance personnel are categorized separately from Custodial, Building, Grounds Maintenance Personnel supervised by the Maintenance Supervisor will not be eligible for transportation maintenance overtime work unless the overtime is declined by all transportation maintenance personnel. Personnel supervised by the Transportation Supervisor will not be eligible for building, ground maintenance/custodial work unless the overtime is declined by all Custodial/Grounds Maintenance Personnel.

4. Custodial Maintenance employees who work the third shift shall be paid an additional \$.30 /per hour (\$624.00/yr.).

Additional Compensation

1. All required schooling for bus drivers/attendants shall be paid at the driving/regular rate. If a driver fails the school bus and driver training program, they must enroll and attend the next

available school bus driver training program at their own expense. If they fail a second time they shall be terminated for just cause.

2. Reasonable costs for meals as required on field trips shall be reimbursed.
3. The school shall pay the cost for the renewal of all drivers' licenses over and above the cost of the standard drivers' license. The cost of CDL testing shall be provided to the employee prior to testing. However, should the driver fail any required written test or road exam they will have 30 days to successfully pass the failed test at their own expense or be terminated for just cause. If the employee leaves before the license has expired, the employer has the right to deduct the prorated cost of these additional licenses from the employee's final pay.
4. The school shall pay the reasonable cost of required physicals. The school may designate a physician to be used to all employees requiring physicals.
5. All personal mileage to and from bus school and all other use of personal transportation for school business shall be reimbursed at the approved IRS rate.
6. Field Trips.
 - a. Bus drivers and bus attendants who desire to drive field trips shall indicate their desire in writing. A roster of said employees shall be established by district seniority.
 - b. Field trips shall be offered in rotation to employees on the roster. The offer of field trips shall be divided as equally as possible. A field trip refused shall be counted as driven for the purpose of equalization.
 - c. Should a field trip be refused by all employees on the list, the trip may be assigned to one of the drivers.
 - d. All field trips shall be posted.
 - e. All hours spent on one day field trips shall be paid at the regular rate, to include driving time and layover time. Layover time for multiple day trips shall not exceed five (5) hours.
7. Noon Runs - Noon runs will be assigned each fall based upon a list of volunteers. Assignment will be made from list based upon District seniority (greatest to least).
 - (a) The pay for a noon run shall be equal to the employee's normal rate, times two hours. In the event that a run is consistently longer than 2 hours from pre to post, the Transportation Supervisor shall ride the route and make a determination for additional compensation.
 - (b) 1. Any transportation employee hired before 9/21/98 who volunteers for and is awarded a noon run shall be expected to continue the assignment for the entire school year. If during the school year they quit the noon run assignment, they may forfeit noon run assignments for the remainder of the current year and shall not be eligible for noon run assignments the following year. Exceptions to forfeiting the noon assignments may be granted by the Board at their sole discretion, for good cause.

2. Any employee entering the transportation department on or after 9/21/98 who volunteers for and is awarded a noon run, shall be required to continue the assignment for the entire school year. Failure to continue the assignment for the entire school year may be grounds for discharge. Exceptions to discharge may be granted by the Board at their sole discretion, for good cause.

(c) By June 30 of each year, all transportation personnel will be given the opportunity to volunteer for noon run duties for the following school year. Personnel hired after June 30 may be added to the list of volunteers by their most recent date of employment within the transportation department.

(d) Should there be insufficient volunteers to provide necessary coverage of noon runs in any given year, the Transportation Supervisor may assign noon run duties to transportation staff on an inverse seniority basis. Failure to complete an assigned noon run shall result in the same penalties as outlined in 7b(1) and (2) above.

(e) Should this fail to resolve difficulties in providing coverage for noon runs, both parties agree that negotiations on this subject shall be reopened as if this agreement had never been in effect.

8. Longevity – a longevity payment will be made to each employee starting at 15-19 service years - \$150.00 per year. All employees with 20-25 service years to the VBISD will be paid \$350.00 per year. Employees with 26 or more service years will be paid \$400.00 per year. Years of service are with the Van Buren ISD only. The longevity payment will be paid in a lump sum in September. Starting June 2011, this longevity payment will be made in the last pay of June.

9. Payment for Unused Sick Days - Employees who retire with fifteen (15) or more years of service with the District and are eligible for retirement under the Michigan School Employees Retirement Act will receive \$20.00 for each unused sick day.

10. On days when the teacher who is normally employed to the position is absent for a planned leave, the program assistant(s) assigned to that classroom will be paid an additional \$15.00 per day for up to ten(10) days for each occurrence.

On days when the teacher is normally employed to the position is absent for an unplanned leave, the program assistant(s) assigned to that classroom will be paid an additional \$15.00 per day, up to a maximum of fifteen (15) days for each occurrence.

The substitute teacher assigned during the absence of the teacher who is normally employed to the classroom shall assume all duties of the normally employed teacher as per district policy. In cases where the same qualified substitute teacher is called back to the same classroom after one of the above situations within a four (4) month calendar period from the last assignment, and the

qualified substitute teacher assumes all the duties of the normally employed teacher, then the program assistant(s) assigned to that classroom shall not receive any additional pay.

As used in the provision above, the normally employed teacher is defined as the certified teacher employed by the district that has a permanent assignment to the classroom.

11. Program assistants, when assigned by the principal/supervisor, will be paid for additional time spent involving stay after and/or transporting of students at their regular hourly rate.

12. If transportation staff are required to report and are not notified in time on a day in which school is closed, after the fifth snow day (30 hours) per Section 101 (4) of PA 158 of the State of Michigan, they will be paid one hour of pay for reporting. Timely notification is defined as “not later than 6:15 a.m. or employee was not contacted through the telephone fan-out procedure prior to their normal departure time from home.” To be eligible, the employee must report on the snow day to their supervisor or another administrator at the ISD.

Hired on or Prior to August 31, 1996

2010-2013 Salary / Placement Schedule

	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>
	Maint.Asst.	Asst. Vehicle	Program	Bus Drivers	Bus	Bus Drivers
<u>Steps</u>	<u>Custodians</u>	<u>Bldg.Custodians</u>	<u>Assistants</u>	<u>5 hour</u> <u>(per day)</u>	<u>Attendants</u> <u>5 hour</u> <u>(per day)</u>	<u>6 hour</u> <u>(per day)</u>
1	25,051	27,582	83.35	69.06	61.42	82.88
2	25,521	28,105	87.50	71.15	63.29	85.38
3	26,640	28,614	91.92	73.22	65.11	87.85
4	27,045	29,092	96.13	75.23	66.96	90.26
5	27,453	29,605	100.36	77.40	68.75	92.88
6	27,862	30,125	104.66	77.40	68.75	92.88
7	28,280	30,651	108.91	77.40	68.75	92.88
8	28,702	31,185	113.19	77.40	68.75	92.88
9	29,133	31,733	117.14	77.40	68.75	92.88
10	29,570	32,283	121.71	77.40	68.75	92.88
11	30,014	32,853	125.94	79.24	70.36	94.71
12	---	---	130.19	---	---	---
13	---	---	134.42	---	---	---

Hired After August 31, 1996

2010-2013 Salary / Placement Schedule

<u>Steps</u>	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>	
	Maint. Asst. <u>Custodian</u>	Asst. Vehicle <u>Bldg Custodians</u>	Program <u>Assistants (per day)</u>	Family Educators	
				<u>CDA(per day)</u>	<u>Bachelors Degree(per day)</u>
1	23,019	26,992	76.10	99.01	113.87
2	23,283	27,256	78.63	102.23	117.58
3	23,549	27,520	81.18	105.54	121.36
4	23,814	27,786	83.74	108.86	125.18
5	24,078	28,051	86.28	112.18	129.00
6	24,343	28,316	88.83	115.47	132.80
7	24,608	28,580	91.36	118.78	136.59
8	24,872	28,844	93.90	122.12	140.41
9	25,137	29,109	96.47	125.41	144.22
10	25,403	29,374	99.03	128.72	148.03
11	25,667	29,639	101.55	132.05	151.85
12	---	---	104.11	135.34	155.63
13	---	---	106.64	138.63	159.44

<u>Steps</u>	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>
	<u>Bus Drivers 5 Hour(per day)</u>	<u>Bus Attendants 5 Hour(per day)</u>	<u>Bus Drivers 6 Hour(per day)</u>
1	62.10	55.75	73.55
2	65.27	58.92	77.36
3	68.46	62.10	81.18
4	71.63	65.27	85.00
5	74.82	68.46	88.83
11	76.62	70.02	90.63

SCHEDULE C

FRINGE BENEFITS

A. Insurance

The Board of Education has installed a Section 125 Plan for all eligible employees. Existing staff hired prior to September 1, 2010, including, Custodial/ Maintenance Personnel, Family Educators, Specialized Program Assistants, and Program Assistants are eligible for MESSA PAK (Choices) health insurance program with the following coverage for employees (Single: \$653.49 per month; 2-person \$1,468.48 per month; Full Family \$1,631.48 per month), for which the Board of Education will contribute an amount equal to 92% of the premium paid beginning October 1, 2010. Employees will pay 8% of the overall PAK rate based on the coverage selected (Single, 2-person or Full Family).

Effective October 1, 2010, existing bus drivers/attendants hired prior to September 1, 2010 shall be eligible for MESSA PAK (Choices) (Health insurance premium of \$653.49 single subscriber). Board of Education will contribute 97.5% of the overall health premium rate. Employees will contribute 2.5% of the premium rate. Should the 2010-11 MESSA Choices Plan rate increase exceed six percent (6%) for 2011-2012; the parties agree to open the contract in order to limit the increase to no more than six percent (6%).

All new staff members hired on or after September 1, 2010 will be offered \$550.00 per month to be used to purchase insurance programs (i.e. PAK or medical) that is in place for the respective employees. The District reserves the right to offer Specialized Program Assistants the health care package available to employees hired prior to September 1, 2010. The Union president will be notified in the event of offering this package.

MESSA PAK A – For employees electing health insurance

Medical: MESSA Choices II

2011-2012

Deductible: \$200/\$400

Office Visit - \$10 copay

Prescription: \$10/\$20 Rx

2012-2013

Deductible: \$200/\$400

Office Visit - \$10 copay

Prescription: \$10/\$20 Rx

- **the parties agree to look at different MESSA packages if insurance increases more than 6%. A new package must be chosen to keep rate under a 6% increase.**

Long Term Disability:

60% Max \$2,500
90 Calendar Day Modified Fill (CDMF)
Alcohol/Drug – 2 year limitation
Mental/Nervous – 2 year limitation
Social Security Offset – Family
Cost of Living Adjustment (COLA) – No

Delta Dental:

Class I, II, III (80/80/80 \$1,000 max)
Class IV (80 \$800 max)
Riders included – 2 cleanings

Life Insurance: \$5,000 / AD&D: \$5,000

Vision: VSP2

MESSA PAK B – For employees not electing health insurance

Long Term Disability:

60% Max \$2,500
90 Calendar Day Modified Fill (CDMF)
Alcohol/Drug – 2 year limitation
Mental/Nervous – 2 year limitation
Social Security Offset – Family
Cost of Living Adjustment (COLA) – No

Delta Dental:

Class I, II, III (80/80/80 \$1,000 max)
Class IV (80 \$800 max)
Riders included – 2 cleanings

Life Insurance: \$5,000 / AD&D: \$5,000

Vision: VSP2

Under the Section 125, cafeteria plan employees who are eligible for medical insurance coverage and who do not elect to receive the authorized Board paid insurance will receive cash in an amount equal to the following:

Custodial/Maintenance, Family Educators, Specialized Program Assistants, Program Assistants, Bus Drivers and Bus Attendants is \$425.00/month.

Bus Driver/Bus Attendants scheduled to work in 204 day positions and Bus Drivers assigned to the 6 hour day position and employees who are under a regular (180/183 day) school year and are additionally employed in

the summer for a total of 204 days will be given an additional \$45.00/month plus prorated sick days.

2. Options – Custodial/Maintenance, Family Educators, Specialized Program Assistants, Program Assistants, Bus Drivers and Bus Attendants who elect not to take health insurance will receive a cash benefit in the amount equal to the Board’s contribution rate as listed in Schedule C, Section A. 1. Employees may continue to obtain MESSA options, MEAFS TDAs and other TDAs currently listed on the accounting computer system by submitting the appropriate application and/or salary reduction forms.
3. The Board shall provide, without cost to the employee, the MESSA PAK B Dental/Vision coverage (VSP-2). Bus drivers and Bus Attendants shall receive Delta Dental insurance and MESSA VSP-2 vision coverage for which the Board of Education shall contribute 100%.
4. Long-Term Disability (LTD) insurance is covered under PAK A & B as follows:
 - 60% of wage (\$2,500/mo. max.)
 - 90 calendar days modified fill
 - Social Security offset
 - Mental and Nervous - 2 year limitation
 - Alcohol and Drugs - 2 year limitation
 - Social Security Freeze
5. Prior to bargaining a successor agreement, the parties agree to meet to explore alternative insurance plans. Participants in the meeting will be members of the respective bargaining teams.

B. Vacation Schedule.

1. Vacation time accounting: Vacation days shall be accrued by all 260 day (full-year) personnel as follows:
 - First year - $.0961 \times \text{number of weeks employment} = 5 \text{ days.}$
 - Second-Ninth years - $.1923 \times \text{number of weeks employment} = 10 \text{ days.}$
 - Tenth-Fifteenth year - $.3075 \times \text{number of weeks employment} = 16 \text{ days.}$
 - Sixteenth plus years - $.3846 \times \text{number of weeks employment} = 20 \text{ days.}$
2. A staff member must have earned a minimum of one full day of annual vacation to utilize this policy. Vacation days may be used in no less than one-half day increments.
3. Accumulated Vacation: Vacation time will not accumulate in excess of twenty-five (25) days. Earned vacation time in excess of twenty-five (25) days will be lost.

4. Vacation Requests: Approval by the immediate supervisor is required prior to beginning any vacation. Requests for vacation should be made as early as practicable to allow the coordination necessary to assure adequate working staff in all program areas.
5. Advanced Vacation: At the discretion of the superintendent, unearned vacation time may be advanced to an individual in the expectation of continued employment. Written requests for advanced vacation must be provided to the superintendent for approval. Should an employee who has been awarded advanced vacation terminate employment for any reason, voluntary or otherwise, a deduction based upon their average daily wage times the number of unearned vacation days will be made from their final pay.
6. Employees hired before the first Master Agreement was in effect shall receive vacation at the rate for ten (10) plus years.
7. Holidays. All two-hundred-sixty (260) day (full-year) employees will receive the following paid holidays:

New Year's Day*
Memorial Day
Fourth of July
Labor Day
Thanksgiving and the day following
Christmas**

*If New Year's Day falls on a Saturday or Sunday, the holiday will be considered to have fallen on Friday. (See "b" below)

**If Christmas falls on a Saturday or Sunday, the holiday will be considered to have fallen on Monday. (See "a" below)

In addition, these employees shall be entitled to have one (1) day off before or after Christmas and one (1) day off before or after New Year's Day as follows:

- (a) If Christmas or New Year's Day fall on Monday or Thursday, the employee will receive the day after the holiday off with pay.
- (b) If Christmas or New Year's Day fall on Tuesday, Wednesday, or Friday, the employee will receive the day before the holiday off with pay.

All other employees shall receive two (2) paid holidays per year.

Letter of Understanding

between the

Van Buren Intermediate Board of Education

and the

VBCEA / Van Buren Intermediate Education Support
Personnel Association/MEA-NEA

This letter of understanding gives the following seniority and wage scale rights to Kevin Merrell, employee in the Family Links program.

- 1) Seniority will be maintained for prior work as a teacher aide and will continue to accrue under the Family Links program. Kevin Merrell will be considered qualified as a teacher aide and may use his district seniority to retain a position as per the lay-off language in Article XI, D.
- 2) If circumstances necessitate the move from the Family Links program back to a teacher aide position, Mr. Merrell will be placed on the wage scale based on his seniority time from number (1) above. In other words, Mr. Merrell will move up the teacher aide wage scale as if he had always been on the teacher aide wage scale.
- 3) *The parties agree that this is not precedent setting.*



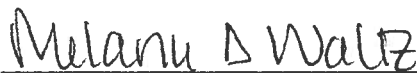
 VBISD Board of Education Representative

8-31-11
 Date



 VBIESP Representative

8-22-11
 Date



 VBCEA Representative

8/29/2011
 Date

LETTER OF UNDERSTANDING
Between the
VAN BUREN INTERMEDIATE BOARD OF EDUCATION
And the
VBCEA / VAN BUREN INTERMEDIATE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA-NEA

In the spirit of collaboration and cooperation, the parties agree to form a series of special committees during the life of this agreement. The Committees' shall meet as needed with participants, dates, times and locations to be determined jointly by the VBISD Superintendent and the President of the VBISD ESP.


1. "Leadership Committee" for the purpose of providing a forum for the submission, exchange and consideration of various matters of interest affecting the ongoing relationship between the VBISD Administration and the members of the VBISD ESP.
2. "Professional Development & Training Committee" for the purpose of providing a forum for the submission, exchange and consideration of various professional development and/or training opportunities by and for VBISD ESP members.
3. "Health & Wellness Committee" for the purpose of joint discussions regarding health care usage, wellness program opportunities as well as providing various updates throughout the year and putting into place preventive measures intended to help control health care costs incurred by members and the administration.
4. "Contract Language Committee" for the purpose of offering editing and/or language clarification suggestions to both parties' negotiating teams for future negotiations.

The parties agree this is not precedent setting.



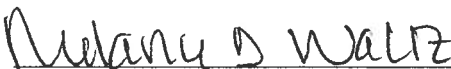
VBISD Board of Education Representative

8-31-11
Date



VBI/SPA Representative

8-22-11
Date



VBCEA Representative

8/29/2011
Date

Letter of Understanding

Between the

Van Buren Intermediate Board of Education

And the

Van Buren County Education Association/Van Buren Intermediate Educational Support Personnel Association, MEA-NEA

The parties mutually agree to the following when a member of the Association is hired by the District as a support staff member after leaving employment as a result of retirement qualifying under the Michigan School Employees Retirement System:

- 1) The support staff member shall not accrue seniority.
- 2) The support staff member shall be eligible to be placed on the same salary step and category of the Support Staff Member Master Agreement as when they retired from employment.
- 3) The union waives all posting requirements for these positions.
- 4) The support staff member would be allowed to work one year.
- 5) Support staff member would not qualify for benefits.
- 6) All other provisions of the Support Staff Member Master Agreement shall apply.
- 7) This will be limited to five staff members.
- 8) This agreement will be reviewed at the end of the 2010-2011 school year.
- 9) This is not precedent setting.



 VBISD Board of Education Representative

8-31-11


 Date



 VBIESPA Representative

8-22-11

 Date



 VBCEA Representative

8/29/2011

 Date

LETTER OF UNDERSTANDING
Between the
VAN BUREN INTERMEDIATE BOARD OF EDUCATION
And the
VBCEA / VAN BUREN INTERMEDIATE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA-NEA

RE: LEAVE BANK

The leave bank will be established by each member giving one-half (½) sick day at the beginning of the 2011-2012 school year. Members may begin requesting leave from the leave bank on September 1, 2011.

Each year the sick leave bank will have a total of 120 days. In order to reach this total each year, days will be used from available “give back days”. The sick leave bank will be replenished to 120 days at the beginning of each school year from the available “give back days” (days that would otherwise be lost due to the sick day accumulation limit). If there are not enough days available, members will first be asked if they will volunteer to give a day (or days) to the sick bank. If days are still needed, each member will contribute one additional day (or hours) to the bank. The VBIESP President will be informed each year the total number of days available in the leave bank.

In order for a member to use days from the leave bank, he or she must do the following:

1. Exhaust all available sick days.
2. Submit a written request stating the reason for consideration for use of the leave bank for medical, psychological, or other family crises.
3. Submit a letter from a substantiating doctor or other qualified medical professional.

This request should be sent both to the ISD Business Manager and current VBIESP President. Within five days or less from receiving the request, a committee consisting of two (2) members appointed by the VBIESP and two (2) VBISD administrators will meet and determine by a majority vote whether the request will be granted, modified or denied.

A member must request ten (10) days at a time. These days may be used concurrently or intermittently as defined by the request. Exceptions of less than ten (10) days will be considered at the end of the school year. Any days that are requested and not used will be returned to the leave bank.

If a member needs more than ten (10) days, an additional request may be made following the same guidelines found above.

The use of leave bank days may be allowed for the immediate family as defined in the Master Agreement.

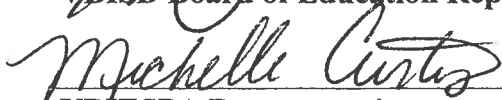
The VBIEA/VBCEA/MEA will hold the Van Buren Intermediate Board of Education harmless for any and all legal challenges to the leave bank as established.



VBISD Board of Education Representative

8-31-11

Date



VBIESPA Representative

8-22-11

Date



VBCEA Representative

8/29/2011

Date