

# **AGREEMENT**

*Between the*

**Paw Paw Public Schools**

*And the*

**Van Buren County Education Association/ Paw Paw  
Educational Support Personnel Association /MEA-NEA**

**2015-2016**

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# **VBCEA/PPESPA, MEA-NEA**

## **AGREEMENT**

THIS AGREEMENT is entered into effective July 22, 2015 by and between the PAW PAW BOARD OF EDUCATION OF VAN BUREN COUNTY, PAW PAW, MICHIGAN, (hereinafter called the “Board,”) and the VAN BUREN COUNTY EDUCATION ASSOCIATION/PAW PAW EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA/NEA, affiliated with the Michigan and National Education Associations, (hereinafter called the “Association.”).

## **ARTICLE 1 - RECOGNITION**

Section 1: It is understood that the term “The Board” will indicate the Paw Paw Board of Education or a Board designee.

Section 2: The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for all regularly scheduled bus drivers, paraprofessionals, and maintenance, but excluding supervisors, substitutes, students, grounds workers, day care providers in the Teen Age Parent Program, Pre-School Childcare Workers (with the exemption of the three (3) employees specified in the Letter of Understanding “A” attached to this Agreement), and all other employees.

Section 3: Unless otherwise indicated the term “**bus drivers**” will include regular, special education and Voc. Tech. drivers. The term “**paraprofessionals**” will include instructional assistants, day care providers, both certified and non-certified, paraprofessionals assigned to students classified as emotionally impaired or as needing health assistance in a school or bus setting, and all other regular paraprofessionals, which include general and special education classrooms, playground, lunch, office, copy center, and bus. The term “**maintenance**” will include mechanic, assistant mechanic, maintenance I, maintenance II, and custodians, including head custodians and ten month custodians. The term “**employee**” will refer to members of the above-defined bargaining unit.

Section 4: The Board 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 2 of this Article.

Section 5: The general purpose of this Agreement is to set forth the wages, hours and working conditions of the members of the bargaining unit.

Section 6: When the Board creates a new position in the bargaining unit, the parties agree to negotiate the rate of pay for that position.

## ARTICLE 2 - RIGHTS OF THE BOARD OF EDUCATION

Section 1: 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 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 activity of its employees during the school day.
- (b) To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion and to promote and transfer all such employees.
- (c) To determine workload, hours of employment, and the duties, responsibilities, and assignment of employees covered under this Agreement.
- (d) The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by the provisions of this Master Agreement.

Section 2: Nothing in this Agreement limits the Board's right to subcontract bargaining unit work. Decisions and procedures on privatization are subject to state and federal law.

Section 3: The parties recognize that the Board will continue to employ supervisors who may continue to perform bargaining unit work. In addition to the performance of bargaining unit work, the supervisors will participate in general supervision, instruction, evaluation and scheduling.

Section 4: The listing of specific management rights in this Agreement is not intended to be, nor shall be, restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

### **ARTICLE 3 - ASSOCIATION RIGHTS AND SECURITY**

Section 1: The Association shall have the right to use school facilities and inter-school mail in accordance with guidelines established for other groups and may also use the copy machines. The Association shall pay for reasonable costs of materials used and the use of facilities. As long as such activity does not knowingly violate the Campaign Finance Act.

Section 2: Bulletin Boards. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. As long as such activity does not knowingly violate the Campaign Finance Act.

Section 3: Association Representation. Employees shall be represented by Association Representatives and/or MEA staff, or in the absence of the regular Association Representatives, by an alternate Association Representative. Both Association Representatives and Alternate Association Representatives shall be regular employees of the bargaining unit. The Association shall furnish, in writing, to the Board, the names of Association Representatives and Alternate Association Representatives upon their election or appointment. Should the Association Representative be required to attend a meeting called by the Board during working hours, he/she shall suffer no loss of pay thereby.

Section 4: Information. The Board agrees to furnish to the Association all relevant and public information which may be necessary for the Association to process any grievance or complaint and to develop negotiations proposals as required by PERA.

Section 5: The Association may request leave time during which an Association member may conduct Association business. The President of the Association must request the leave from the Executive Director of Business and Operations no less than five (5) days in advance except when an emergency occurs. The leave will be granted if it is mutually agreeable between the District and the Association. The Association leave will not count against a member's personal days or sick leave. However, the Association agrees to reimburse the district for the costs of a substitute.

### **ARTICLE 4 - EMPLOYEE RIGHTS AND PROTECTION**

Section 1: Non-Discrimination.

- (a) Pursuant to the Michigan Employment Relations Act, the Board hereby agrees that every employee shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations (or chose not to do any of the aforementioned). As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Board 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 (or non-membership) in the Association, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

- (b) The Board 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, height, weight, sex, genetic information, marital status, or his/her membership or non-membership in the Association.

Section 2: Files and Records.

- (a) Employees shall, upon proper notification to the Superintendent or designee, be permitted to review the contents of their personnel files.
- (b) Employees shall be given copies of all materials which are placed in their personnel files, except for credentials.
- (c) 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) 8-1/2" x 11" sheets and shall be included whenever information is divulged to a third party.
- (d) When the 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 5 - PROBATIONARY EMPLOYEES**

Section 1: All new employees will be on probation for up to one (1) year. The Board shall have the right to terminate a probationary employee, in its sole discretion, without that employee having recourse to the grievance procedure.

- (a) All bargaining unit members shall have all of the benefits of this Agreement, including the wage scale, during the probationary period. Option money and its uses will be provided starting the first day of the month after the beginning date of work.

**ARTICLE 6 - SENIORITY/ANNIVERSARY DATE**

Section 1: Seniority will be defined as the length of continuous service within the classification of bus driver, paraprofessional, and maintenance since the most recent date of hire.

- (a) For bus drivers, paraprofessionals, and maintenance the hire date will be the first day the employee starts work as an eligible member of the bargaining unit.

Section 2: The anniversary date will be used to determine placement of the employee on the seniority list and the wage scale in Appendix A in that classification, and will be the same as the employee's seniority date.

Section 3: A separate seniority list will be maintained for each classification. This date can be changed as the result of unpaid leaves of absences as stated in Article 17.

Section 4: In the event that more than one (1) individual has the same starting date of work, position on the seniority lists(s) shall be determined by the alphabetical order of the employees' last names at date of hire, with the beginning of the alphabet having the most seniority.

Section 5: The Board shall prepare, maintain, and post the seniority lists. Seniority lists shall be sent to all employees by October 1<sup>st</sup> of each year. Changes to the seniority lists will be sent to the Association President within thirty (30) days. Employees may request a current seniority list at any time. Any objection to the seniority date as shown on any seniority list must be registered with the Board by the affected employee within thirty (30) calendar days after such seniority list has been given to the Union.

Section 6: Seniority shall be frozen when:

- (a) An employee transfers to another classification. An employee shall remain on the seniority list of the original classification for a minimum of one (1) year from the last day worked in that classification. Employees with one (1) through three (3) years of seniority shall be on the seniority list a period equal to their seniority in that classification. The maximum length of time an employee will be on the seniority list in the original classification will be three (3) years.
- (b) An employee is on an unpaid leave for twelve (12) weeks or more in one (1) contract year as per Article 17, Section 1, (b), (3).

Section 7: Seniority shall be lost by an employee:

- (a) Upon termination, resignation, retirement
- (b) After being laid off for the time period specified in Section 6 (a).
- (c) The employee fails or refuses to notify the Board of his intent to return to work within forty-eight (48) hours after receipt of the recall notice sent by certified mail.
- (d) The employee is absent or fails to return from an approved leave for three (3) consecutive regularly scheduled workdays without a justifiable reason.

## ARTICLE 7 - LONGEVITY

Section 1: An employee's longevity shall be defined as the length of continuous service within the district since the hire date. Employment in other bargaining units or in a supervisory position shall count towards longevity.

Section 2: The longevity date will be adjusted by any unpaid leaves as stated in Article 17.

## ARTICLE 8 - VACANCIES AND TRANSFERS WITHIN CLASSIFICATIONS

### A. General

Section 1: The Board shall post notice of all permanent vacancies or newly created positions for five (5) work days during the school year and ten (10) work days in the summer within two (2) calendar weeks after such vacancy occurs or position is created. The postings will be made as follows:

- (a) E-mail if operational, otherwise paper notification to Association leaders, the names of all Association leaders will be provided to the Board at the start of each school year
- (b) Posted in designated areas in each building
- (c) Notice to the Union president in writing
- (d) Web site during the summer break, providing trained staff is available

Section 2: Any employee who has been or in the future is promoted from the bargaining unit to a supervisory position or other job with the Board outside of the bargaining unit shall retain his/her accumulated seniority for one (1) year from the date that they leave the bargaining unit. If subsequently, such employee elects within the one (1) year to return to a job in the bargaining unit or is removed by the Board from such supervisory or other job for reasons other than those which would justify discharge, such employee shall be permitted to return to the bargaining unit.

Section 3: An employee who transfers within his/her classification will retain his/her seniority/anniversary date when placed on the wage scale in the new position.

### B. Paraprofessionals

Section 1: From among the applicants for a position which the Board has declared to be vacant, the Board shall select the employee who is best qualified by training and experience for such position. If two (2) or more applicants are determined by the Board, utilizing the current job description, necessary skills, and IEPC requirements, to be of equal ability and qualification then the Board shall fill such vacancy with the most senior of such equally qualified employees.



If no internal applicant is determined to have the ability or qualifications to perform the vacant or new position, then the Board shall hire from outside the bargaining unit.

Section 2: When a vacancy occurs during the school year and a paraprofessional that is currently assigned to one (1) student or a similar special situation is awarded the position, the administrator, at his/her discretion may transfer the paraprofessional at any time up to the beginning of the next school year. A substitute may be hired to fill the vacant position until the transfer is complete. In this instance the resultant vacancy will be posted any time between the awarding of the position and the transfer of the paraprofessional.

Section 3: Summer School Postings

- (a) The Board shall post notice of paraprofessional summer positions with the Association as described above in A, section 1.
- (b) The Board will give first consideration for summer school paraprofessional positions to qualified applicants within the bargaining unit.

Section 4: Day Care, Certified Day Care, and Child Development Associate employees are assigned to the preschool/before and after school programs, and are not assigned to a specific building.

C. Bus Drivers

Section 1: When a bus route becomes vacant, drivers will have the opportunity to bid on that and subsequently open routes in the following manner:

- (a) The Board and the Association will make available all vacant transportation positions at the start-up meeting in August before the start of school. Drivers will bid on vacancies and bus runs per the guidelines set forth in this article. Subsequent open positions that become available during the filling of bus runs will be filled by seniority until all vacancies are filled. It is understood that the Board and the Association agree to waive the vacancy posting period of ten (10) days, per Article 8 (A) Section 1, for transportation vacancies that are known as of the August meeting.
- (b) When vacancies occur during the school year and the position will be filled per Section 8 (a) the drivers will hold a meeting to bid on runs just as they do at the August meeting.

Section 2: In the fall, runs will be grouped and assigned to drivers following past practices. The current grouping of runs shall be kept in place to the extent possible. To the extent possible, the most senior drivers will be assigned the greatest number of runs up to a maximum of five (5) runs per day. Included in the five (5) runs are the elementary runs, high school runs, and Voc. Tech. runs. A maximum of two (2) temporary runs (i.e. EDGE program) may be added to the five (5) runs per day thereby increasing the maximum number of runs per day to seven (7). A driver may request a fewer number of runs. To the extent possible, these requests will be granted.

Section 3: The Board, through its designee(s), shall meet with the Association Representative prior to filling vacancies and/or regrouping runs to discuss this matter. The drivers, through its Association Representative, may submit its recommendations to the Board's designee(s) at any time and/or meet with the Board's designee(s) upon request.

Section 4: The Board agrees to offer to the most senior driver who is readily available and is able to perform such work the opportunity to perform work resulting from absences and short-term vacancies. The assignments will be made starting with the most senior drivers and shall be rotated thereafter for the purpose of providing equitable distribution. The driver who is readily available for the performance of a specific assignment may be used when it is impractical to give such assignment on the basis of seniority rotation. A driver who does not want to be considered for such assignments shall notify the Board with a written disclaimer. It is agreed and understood by the parties that at times it is necessary for the Board to give work resulting from vacancies to regular substitute drivers to secure such employees.

Section 5: Field trip assignments will be on a voluntary basis and will be offered in the following manner:

- (a) Trips shall be defined as busing service other than the routine A.M. P.M. and Vo-Tech runs.
- (b) Only one rotation list is to be kept for trips. The seniority list is the base for the driver portion of the rotation.
- (c) All drivers will complete "Exhibit D" a form which will indicate the 1 (one) telephone number that they are to be called at if a trip becomes available before the next trip meeting. On that same form drivers will be able to indicate what transactions they have for possible trips. (For example: no weekend trips, no trips over 25 miles, etc.) This form is to be signed and returned to the transportation supervisor within 1 week of receipt.
- (d) If a trip is called in after a trip meeting and needed before the next trip meeting, the rotation list is still to be used.
  - (1) The drivers can be reached via 2-way radio, or in person if done during regular run hours.
  - (2) The drivers will be contacted using the telephone number on the above referenced form if the trip needs to be filled during times the drivers are not on duty. If there is no answer to the call, a message indicating the reason for the call shall be left. If no answering machine is available, the transportation supervisor shall notate the date and time along with the fact that no one answered. In each of these cases the transportation supervisor shall treat these as though the driver being contacted declined the trip then proceed to the next person on the rotation list.

- (e) If a driver cannot attend the trip meeting due to illness or an appointment/trip, their requests may be given to another driver to bid for them.
  - (1) This must be announced at the start of the trip meeting so all drivers in attendance and the transportation supervisor is aware of the bidding for the absent driver.
  - (2) The person running the meeting and/or marking the trips in the trip books should not handle the bid requests.
- (f) Drivers are not allowed to swap or trade trips with other drivers. If a driver cannot drive a previously offered and accepted trip and must cancel the rotation procedures outlined in this document will be followed.
- (g) A driver that cancels a previously offered and accepted trip shall not be eligible for any subsequent trip that may come up on the same day/time. In other words, a driver cannot later cancel a trip in order to get one that came in after the meeting and that they may consider a "better" trip because of the length of the trip, etc.
- (h) In the event that a trip is cancelled by the district, a notation will be made on the rotation list that includes the driver's name and the date the cancelled trip was to have been. The person whose trip was cancelled is inserted on the rotation list as the first one(s) at the next trip meeting. After the "cancellation replacement" trips are awarded the rotation will continue where it left off.
  - (1) The drivers who had cancellations will choose first based on the earliest trip first, not based on the order that the cancellation was called in. For example – the driver for a trip cancelled for September 20 will choose before a driver whose September 21 trip was cancelled, even if both trip cancellations were called in on September 19.
- (i) Drivers must choose their "cancellation replacement" trips at the next meeting in the order indicated in (h). If they do not attend the next meeting, or make arrangements for another driver to bid for them, their cancellation replacement trip is lost. Cancellations cannot be held, or carried over to other meetings.
- (j) The rotations list will start with the most senior driver in the first meeting of the school year. The drivers, per the seniority list, will each bid on a trip. The bidding will then go back to the top of the driver list. This process will continue until all trips are assigned. At the end of the trip assignments a notation is to be made that indicates the last driver to choose the last trip so it is known where to start for the next trips. Any and all trips to be bid on are to start with the next senior driver in the rotation.

- (k) The trip bids for the second and all subsequent trip meetings should start with drivers who had trip cancellations – in original trip date order. Next, the bids start with the rotation list – starting with the next driver AFTER the notation in the trip book that indicates the last driver to bid on or accept a trip. Any trips not bid on at trip meetings will be assigned by the transportation director.

**To illustrate:**

<b>1st meeting:</b>	Drivers 1 – 14
	First sub
	Drivers 1 – 6 all trips are bid
<b>Throughout the week:</b>	
1 trip called in that needs to be filled before the next trip meeting	Driver 7 declined
	Driver 8 declined
	Driver 9 accepted
2 cancellations of trips by the district	For W and F trips
<b>2nd meeting:</b>	Driver from Wed cancelled trip
	Driver from Fri cancelled trip
	Drivers 10-14 and 1-9
	Second sub
	Drivers 10 – 14 and 1-9
	Third sub
	Driver 1-2 all trips are bid

D. Maintenance

Section 1: From among those expressing a desire for the position, the Board shall select the most senior employee who has the then-present qualifications and ability to satisfactorily perform the work. The Board shall decide the qualifications of the position. Employees accepted for promotion or transfer shall be required to complete a thirty (30) working day trial period at the regular rate of pay for the job classification. The employee or Board may decide the employee will transfer back to his/her previous position during the trial period. In the event, from among those expressing a desire for such assignment, the most senior employee is not selected by the Board, he/she shall be advised of the reasons by the Board in writing.

- (a) It is expressly understood that the Board reserves the right to disqualify an employee for reassignment to a building in which a permanent vacancy exists or switch building assignments at any time when, in the Board’s judgment, the safety and/or welfare of the school children requires such action.

- (b) It is expressly understood that if, in the judgment of the Board, there are no employees who satisfy the requirements for assignment to such jobs, new employees may be hired therefor.

Section 2: Employees who have been suspended from work for disciplinary reasons shall not be eligible for any transfer set forth in Section 1 for a period of one (1) year following the suspension. However, the Board may, at its sole discretion, waive the one (1) year ineligibility period on the merits of individual cases.

E. Substituting

Section 1: Substitutes may be used when employees are expected to be absent for less than sixty (60) consecutive work days.

F. Temporary Replacement Employees (TRE)

Section 1: TRE will be hired to fill positions under the following conditions:

- (a) The position is not permanently vacated but will be vacated for sixty (60) or more consecutive work days if the vacancy is prior to April 1 of any school year.
- (b) When an existing school year position is permanently vacated or a new position is created on or after April 1 of any school year, the Board may fill the position with a TRE or they may post the position and permanently fill the position. The position will be posted by June 1 and filled with a permanent employee before the beginning of the next school year.
- (c) When a newly created temporary position is created prior to April 1 of any school year and is in existence less than thirty (30) work days, the Board will fill the position with a TRE. If the position exists for more than thirty (30) consecutive work days, but is less than sixty (60) consecutive work days, the position must be posted and may be filled with a permanent employee. If the work will be done by a permanent employee the position that the permanent employee is temporarily leaving will not have to be posted as another TRE position and can be filled by a temporary employee.

Section 2: TRE will have the following rights:

- (a) Will have the same rights as other employees except they shall accrue no seniority and shall have no recall rights. TRE must wait sixty (60) consecutive calendar days before they are eligible to receive any fringe benefits including insurance, leave days, etc, unless otherwise required by law.
- (b) Will have the right to the position for which they were hired until:
  - (1) Their contract period has expired.

- (2) The newly created temporary position is eliminated.
- (3) The position is filled by the reassignment of a regular employee. The Board will transfer current employees to the temporary positions if it is desirable and feasible.
- (4) The return of the employee they were replacing or filling the vacancy of a position created by a current employee transferring to a position temporarily vacated or newly created.

Section 3: TRE will not accrue seniority while being a temporary employee. If the TRE is hired, their seniority date will be the date of hire as a permanent employee.

Section 4: TRE will be given credit on the wage scale for their time served as a TRE provided there is no break in their service. If there is a break in their service, the Board may grant credit on the wage scale for all or part of the time served as a TRE.

Section 5: The term “consecutive calendar days” shall mean the period employees are scheduled to work, excluding summer, winter and spring recesses.

## **ARTICLE 9 - TRANSFERS BETWEEN CLASSIFICATIONS**

Section 1: Classifications are defined as: (1) Bus Drivers, (2) Paraprofessionals, and (3) Maintenance.

Section 2: When employees transfer between classifications their seniority shall be frozen in the original classification as set forth in Article 6, Seniority. Transferred employees shall start accumulating new seniority in the new classification.

Section 3: Voluntary Transfers

- (a) Bargaining unit Association employees applying for a vacancy outside their classification will receive the same consideration based on ability and qualifications as employees applying from other bargaining units.
- (b) Placement on wage schedule
  - (1) An employee who transfers to a higher wage classification shall receive the beginning rate of the new classification or their previous rate of pay, whichever is higher.
  - (2) An employee who transfers to a lesser wage classification shall receive credit on the wage schedule as follows.

0 through 2 years completed in previous classification = 0 years in new classification

3 through 4 years completed in previous classification = 1 year in new classification

5+ years completed in previous classification = 3 years in new classification

Section 4: Involuntary Transfers

- (a) Involuntary transfers may be necessary to meet the staffing needs of the district. It is agreed that involuntary transfers will only be made for reasonable and just cause. At the request of the affected employee(s), a meeting will be conducted with the Board designee to discuss the reason for the transfer.
- (b) Involuntary transfers do not include any assignment changes made as a result of the layoff and recall procedures in Article 11.
- (c) Except as set forth in Appendix A, employees who are involuntarily transferred shall be placed on the wage schedule of their new position according to their anniversary date.

**ARTICLE 10 - TEMPORARY TRANSFERS**

A. General

Section 1: Any employee temporarily transferred within the bargaining unit shall be paid either the rate of the position from which he/she is transferred or the rate of the position to which he/she is transferred, whichever is higher.

B. Paraprofessionals

Section 1: Paraprofessionals temporarily transferred to a current secretary or clerk position for one (1) day or more shall receive an additional fifty (50) cents per hour.

Section 2: When the paraprofessional normally assigned to substitute when the Health/EI Paraprofessional is absent, the following procedure will be utilized in the listed order. The Board will pay for all expenses incurred to qualify substitutes for the responsibilities of the Health/EI Paraprofessional position.

- (a) Principal will assign the most senior paraprofessional in the affected building from among those who are interested in performing those duties.

- (b) A substitute paraprofessional will be used.
- (c) Principal will assign the least senior paraprofessional in the affected building who is qualified.

C. Maintenance

Section 1: The Board shall have the right to temporarily transfer maintenance employees from one building to another, when because of absenteeism, or when it is necessary to readjust assignments to properly maintain the physical plant and other facilities. It is understood and agreed that if an employee is temporarily transferred for the convenience of the Board under the provisions of this section, such employee shall suffer no reduction in pay by reason of such temporary transfer. Temporary transfers shall not exceed thirty (30) days in each six (6) months period except in cases of emergency and during non-school time in which case time limits are not applicable.

**ARTICLE 11 - REDUCTION IN PERSONNEL, LAYOFF AND RECALL**

A. Reduction/Layoff

Section 1: 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. A layoff is also defined as when a bargaining unit member is displaced from all of their position in their classification or receives a reduction of one (1) hour or more per day.

Section 2: When possible, as determined by the Board, 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) calendar days prior to the effective date of the layoff.

Section 3: In the event of a necessary reduction in the work force, the Board shall first lay off Temporary Replacement Employees (TRE), next probationary employees, part-time employees in the maintenance classification, then the least senior employee within each classification provided the remaining employees are qualified utilizing the current job description, have the necessary skills, and meet the IEPC requirements to perform the work in the remaining positions. The Board and the Association agree that every effort will be made to continue to employ the more senior employees including, but not limited to, involuntarily transferring employees. In no case shall a new employee be employed by the Board while there are laid off employees on the recall list who are qualified to perform the available work in their classification(s).

Section 4: When a bargaining unit member is displaced from all or part of his/her position (as defined in Section 1) the member on the basis of seniority shall have the right to claim an open position or a position of fewer, equal, or greater hours and/or days held by the least senior member of the group who's scheduled daily hours are within one (1) hour of the displaced



bargaining unit member's original position. If an open position exists, it shall be considered the "least senior" of all the positions with the same number of hours/days.

- (a) In order to claim any position, the bargaining unit member must possess the skills or qualifications stated in the job description for that position.
- (b) When the only option is to take a position of fewer days/hours, the bargaining unit member shall retain the right to claim the first open position for which he/she is qualified, with the same or greater number of days/hours worked prior to the reduction/layoff. This right shall exist for two years from the date of the reduction/layoff.

If the member refuses the first open position of the same or greater hours/days, he/she forfeits any right to claim future positions with the same or greater number of days/hours worked prior to the reduction/layoff. However, the member has the right to apply for any open position.

- (c) When a bargaining unit member has an option to bump an available position of the same or greater hours/days, but chooses a reduced position, the bargaining unit member forfeits any right to claim the higher number of hours/days for future positions until the member applies for and is granted an open position.
- (d) In the event that layoffs or reduction in hours occur, there will be a bidding meeting held two weeks before school starts to fill all positions. Employees will receive their regular rate of pay for this meeting. If a bargaining unit member does not attend the bidding meeting, the member will be assigned to a comparable position that will cause the least disruption. However, if the member sends a written proxy stating the member's first, second and third choices, the member will be assigned to the requested position if it is available under the provisions of this article. The proxy may be sent with another bargaining unit member or the executive director of business and operations. In the event of layoffs or reduction in hours during the school year, an additional bidding meeting will be scheduled.

## B. Recall

Section 1: When a position is reinstated, created, increased in hours/days or if a vacancy occurs, bargaining unit members will be recalled according to seniority in their classification regardless of the number of hours/days held prior to layoff. However, a bargaining unit member may refuse a position which offers fewer hours/days without loss of recall rights for two years from the date of the layoff.

Section 2: A fully laid off bargaining unit member who refuses recall to a position in the same classification which offers at least (or more than) the number of hours/days held at the time of layoff shall be considered as having resigned from the district.

Section 3: A bargaining unit member who accepts a position outside of their classification shall have the right of recall in his/her former classification provided the bargaining unit member is qualified for the position. A bargaining unit member retains this right for a period of two (2) full years from the date of layoff.

Section 4: Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board'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 Board notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. An employee who declines recall shall forfeit his/her recall rights.

Section 5: Employees will remain on the recall list for two years from the date of layoff.

## ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as a claim by an employee, group of employees, or the Association of a violation, misinterpretation, or misapplication of any provision of this written Agreement and any such claim may be processed through this grievance procedure.

- (a) No employee shall be disciplined (including warnings, reprimands, and suspensions) without just cause, and shall be subject to the grievance procedure. In addition, a non-probationary employee either disciplined or discharged may submit the issue to the grievance procedure.

Section 2: Under this article workdays shall be defined as Monday through Friday, excluding paid holidays.

Section 3: 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 his/her building/program supervisor, either personally or accompanied by the Association Representative. Discussion shall take place within ten (10) workdays following the alleged violation or within ten (10) workdays following the time the grievant discovered the alleged violation. No grievance will be processed beyond Step 1 without the Association's approval.

Step 2: If Step 1 fails to resolve the alleged grievance, the Association may reduce the alleged grievance to writing and file it with his/her building/program supervisor. The written grievance must be filed with the building/program supervisor no later than ten (10) workdays following the date of the verbal discussion with the building/program supervisor as specified in Step 1.

The building/program supervisor shall, within ten (10) workdays of receipt of the written grievance, meet with the Association in an attempt to resolve the issue.

The building/program supervisor shall respond on the grievance form within ten (10) workdays of the date the meeting was held with the Association.

Step 3: If the Association is not satisfied with the building/program supervisor's response or the building/program supervisor fails to respond, the Association may, within ten (10) work days of the date the building/program supervisor's response is due, transmit the written grievance to the Superintendent or his/her designee.

Within ten (10) workdays of receipt of the grievance, the Superintendent, or his/her designee(s), shall meet with the Association in an attempt to resolve the issue.

The Superintendent, or his/her designee(s), shall respond, on the grievance form, within ten (10) workdays of the date the meeting was held with the Association.

Step 4: If the Association is not satisfied with the Superintendent's, or designee's, response, or if the superintendent fails to respond within ten (10) work days of when response is due, the Association may file an appeal in writing with the Secretary of the Board of Education within ten (10) work days after the decision of the Superintendent or designee is given or is required to be given if none is given.

The Board shall hear the grievance at the next regular Board meeting or within ten (10) days whichever shall be later.

The disposition of said grievance shall be made by the Board in writing at its next regular meeting or no later than ten (10) days thereafter. A copy of such disposition shall be given to the grievant and the Association.

Step 5: If the grievance is not satisfactorily settled at Step 4, the grievance may be submitted to arbitration before the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. This submission shall be made within fifteen (15) days of receipt of the disposition in Step 4. The decision of the arbitration shall be binding on both parties. The fees and expenses of such arbitrator shall be shared equally by the Board and the Association.

(a) The arbitrator shall have no authority or power to add to, subtract from, disregard, alter, amend or modify in any manner any of the terms and provisions of this Agreement.

Section 4: Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to be withdrawn by the Association. If the Board fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

- (a) It is understood and agreed that the time limits specified in this grievance procedure may be extended by agreement between the Board and the Association.
- (b) It is understood and agreed that any step of the grievance procedure may be waived by agreement between the Board and the Association.

Section 5: Disciplinary Actions. The Association shall be given copies of all disciplinary actions.

### ARTICLE 13 - HOURS OF WORK

#### A. Bus Drivers

Section 1: The Board is not obligated to assign extra work to any driver that, combined with their regular runs, field trips, and/or hourly runs, would exceed forty (40) hours in one (1) week. In determining the hours worked, the parties agree that one (1) bus run will be considered one and one-quarter (1-1/4) hours and any hourly pay will be at actual time worked. Paid holidays will also count toward the forty (40) hours.

Section 2: A driver is responsible for the pre-trip, picking up/dropping off students, and the post-trip as required by the transportation director.

The average bus run is 1-1/2 hours. This includes the actual run which will average 1-1/4 hours and starts when the driver leaves the bus garage until he/she returns and 15 minutes required pre-trip, post-trip and parental contacts as necessary. The two morning and the two afternoon bus runs each shall average 2-1/2 hours driving time.

An average bus run is 1-1/4 hours and starts when the driver leaves the bus garage until he/she returns. The two morning and the two afternoon bus runs each shall average 2-1/2 hours.

#### B. Paraprofessionals

Section 1: Generally the length of the workday shall consist of six and one-half (6-1/2) hours. Paraprofessionals working less than one (1) hour per day will not be part of the bargaining unit.

Section 2: Any exceptions or deviations of work hours from those stated in Section 1 must have the approval of the Director of Business, Superintendent or his/her designee.

Section 3: The Board is not obligated to assign or schedule work that, when combined with other bargaining unit's work, the total hours exceed forty (40) hours in one (1) week.

Section 4: Each paraprofessional covered by this Agreement who works four (4) or more hours per day, shall receive a scheduled break during the first half of the shift and during the second half of the shift not to exceed ten (10) minutes in length for each period. Professionals who work less than four (4) but more than three (3) hours per day shall receive one scheduled break during their work day. This rest period is not to exceed ten (10) minutes. If a professional does not receive their scheduled rest period, the professional should fill out Exhibit C to resolve the scheduling issue.

Section 5: Paraprofessionals shall receive time and one-half (1-1/2) their normal hourly pay for all hours worked in excess of forty (40) hours per week. For the purpose of calculation of overtime, all hours must be either actually worked or be paid holidays. No payment for approved leave of absence shall count towards such overtime calculation.

Section 6: During half days when students are not required to attend school and teachers are scheduled for half-day in-service, paraprofessionals may work providing the superintendent or designee determines that work is available and needed. If an in-service is scheduled for the paraprofessionals during those times, it is expected that all paraprofessionals shall attend the training as outlined in Article 23, C (1).

### C. Maintenance

Section 1: The normal work day for full-time regular employees shall consist of eight (8) consecutive hours, excluding the lunch periods, and the normal work week shall consist of forty (40) hours. The normal work week shall consist of five (5) days beginning at 5 a.m. on Thursday. However, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work per day or forty (40) hours of work per week. An employee's normal work schedule shall be as established by the Board. The Board shall give an employee a minimum of three (3) working days notice of a change in his/her normal work schedule. Changes in the normal work schedule will be allowed on non-school days to meet the operational needs of the Board as per past practice.

- (a) The Board has the right to change either the starting time and/or ending time of an employee's work schedule by up to one (1) hour.
- (b) The Board shall not establish a "split schedule" without the agreement of the employee.
- (c) The Board will provide a current listing of all the current Bargaining Unit positions and their schedules upon the request of the Association.
- (d) If changes beyond the hour are deemed appropriate by the district, a district representative will meet with the impacted employee to explain the reason. A minimum of five (5) working days notice will be given if the change exceeds two (2) hours. This includes changes in start/end times as well as the length of the workday.

(e) Employees' work schedules shall be as follows:

Location	Classification	Student Days Normal Work Hours
Early Elementary	Head Custodian	6:30 a.m. - 3:00 p.m.
Later Elementary	Head Custodian	6:00 a.m. - 2:30 p.m.
Middle School	Head Custodian	6:00 a.m. - 2:30 p.m.
Middle School	Custodian	2:30 p.m. - 11:00 p.m.
High School	Custodian	6:30 a.m. - 3:00 p.m.
High School	Custodian	12:00 noon - 8:30 p.m.
High School	Custodian	2:30 p.m. - 11:00 p.m.
Maintenance	Maintenance I	*6:30 a.m. - 3:00 p.m. 2:30 p.m. - 11:00 p.m.
Maintenance	Maintenance II	*6:30 a.m. - 3:00 p.m. 2:30 p.m. - 11:00 p.m.
Bus Garage	Lead Bus Mechanic	5:45 a.m. - 2:45 p.m.
Bus Garage	Bus Mechanic	8:00 a.m. - 5:00 p.m.

\*On a rotation basis

On non-student days, the normal hours will be as per past practice

It is understood that should the hours of school change that these hours of work may have to be adjusted. It is also agreed that should both the Board and the Association agree, the hours of work may be adjusted when school is not in session during the summer.

Section 2: Flextime -- Situations may arise where it would be advantageous to the Board for an employee to work immediately before or after his/her regular shift. Any hours worked by an employee in this manner will be deducted from one of the work days in that work week or, at the Board's option, paid at overtime rate per Section 3(a). An employee will not be required to work more than sixteen (16) continuous hours.

Section 3: Overtime rates will be paid as follows:

- (a) Time and one-half (1-1/2) shall be paid for all time worked in excess of forty (40) hours in one (1) work week.
- (b) For the purpose of calculation of overtime, the Board shall utilize all hours actually worked and all hours paid resulting from holidays.
- (c) When the Board charges a group for building usage, the employee will be paid two (2) times the base pay for all hours worked on a Sunday.

Section 4: Overtime opportunities will be as follows:

- (a) Overtime opportunities in a particular building shall be afforded to those people normally assigned to said building or bus mechanic classification(s) according to seniority, provided they are able to perform such tasks and duties.
- (b) Overtime opportunities amongst Maintenance I or II personnel shall be afforded according to seniority, provided they possess the specific skills required for such overtime opportunity.
- (c) All other overtime opportunities shall be assigned by seniority to district- wide Custodians or Head Custodians, provided they possess the specific skills required for such overtime opportunities. A calling list will be prepared from the availability list subject to Exhibit "A" of this Agreement. The employee shall be given a two (2) working day notice except in cases of emergency.

Section 5: Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours, the employee shall receive pay for the actual time worked or a minimum of two (2) hours of pay at his/her straight-time hourly rate, whichever is the greater. This call-in pay is not applicable when an employee works additional hours immediately contiguous to the normally scheduled work hours.

Section 6: Employees working five (5) or more hours each day will be scheduled for at least a one-half (1/2) hour lunch period without pay at or near the midpoint of their scheduled shift as designated by the Board. This lunch period may be waived if it is mutually agreed to by the employee and the Board. A one (1) hour lunch period without pay may be granted to an employee by the building/program 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.

Section 7: Full-time employees will be permitted to take a ten (10) minute break period during the first one-half (1/2) of their shift and a ten (10) minute break period during the last one-half (1/2) of their shift at a time designated by the Board. Employees who work four (4) or more, but less than eight (8) hours per day, will be permitted one (1) ten (10) minute paid break.

Section 8: When school is canceled because of inclement weather, second and third shift employees can request to work first shift. The building/program supervisor may grant these requests based on, but not limited to, school security and scheduled building events.

## ARTICLE 14 - PAID SICK LEAVE

Section 1: Sick leave shall be granted to employees in case of necessary absence due to personal illness or disability.

- (a) In addition, sick leave may be used for illness in the immediate family to include present spouse, children, parents, parents-in-law, step children, and step parents, which necessitates the employee's presence. The purpose of this section is to provide the employee an opportunity to care for illness in the immediate family in case of emergency. Unless such illness is serious or critical the employee is expected to make arrangements for the care of a family member following the first forty-eight (48) hours of such illness or in extraordinary cases, as soon as practicable unless otherwise required by law. Absences for serious or critical occurrences are limited to fifteen (15) days per year per family member unless otherwise required by law.
- (b) Sick leave may be used for doctor and dental appointments for the employee and eligible family members if these appointments cannot be scheduled during free time. Time for these appointments shall be deducted from earned sick leave.

Section 2: The Board may require that an employee who has been absent due to illness for a period in excess of five (5) working days present medical certification of his/her physical and mental ability to continue working. In addition, the Board reserves the right to ask for medical certification whenever the employee's attendance record is of a concern to the Board.

Section 3: Sick leave shall be earned at one (1) day per month worked. Full year maintenance and paraprofessionals will earn twelve (12) days per year. Bus drivers and all other ten (10) month employees will earn ten (10) days per year. Sick leave will be prorated for employees who are hired or terminate employment during the contract year. For bus drivers sick leave shall accrue at the rate of the average number of daily runs the driver made each day in each month. In other words, if a driver averaged five (5) runs per day for a given month, he/she would have accrued five (5) runs of sick leave. For those drivers who are paid on an hourly rate, one (1) hour will be equivalent to one (1) run. Field trips will not be counted when computing sick leave accumulation. All employees will earn sick leave starting at date of hire.

- (a) Sick leave will be credited to all employees at the beginning of each contract year. At the end of the contract year no more than the maximum accumulation of one hundred ten (110) days will be carried over into the next contract year (See Section 5).
- (b) For purposes of bookkeeping the days will be converted to hours or runs.
- (c) Sick leave may be taken in hourly or run segments.
- (d) Employees may use sick leave while on Workers' Compensation but the employee will not earn sick leave while receiving Workers' Compensation



benefits. The employee will be charged sick leave for only that portion which is not paid for by Workers' Compensation.

Section 4: An employee's total sick leave accumulation, including the days granted at the beginning of each school year, is immediately and entirely available for use by the employee. See Section 3 above for restrictions. It is important to remember that sick leave is not earned until the employee has worked the times referenced in section 3. Because the District allows employees to use sick leave in anticipation of earning such leave it is possible that the employee may not earn time and have to repay the District if he/she were not to work the entire year.

Section 5: Unused sick leave shall accumulate to a maximum of one hundred ten (110) days. The maximum for bus drivers will be based on their respective assignments (i.e. 550 runs for drivers with 5 runs; 440 runs for drivers with 4 runs, etc.). Employees who have maximum sick leave accumulation will be paid for unused days at their regular daily rate.

Section 6: If an employee's hours regularly change at certain times during the year (i.e. summer recess) such increase or decrease shall be considered and prorated when computing the amount of sick leave for which the employee is eligible.

Section 7: Each employee will receive, at the beginning of each contract year, a notice which will state the number of sick leave hours/runs which have been accumulated and the sick leave granted for the forthcoming year by the employee.

Section 8: An employee shall receive a sixty (\$60.00) dollar bonus if the employee uses no sick leave from the beginning to the end of each contract year (which is the Sunday before school starts in the fall).

Section 9: Employees who carry short term disability may utilize accumulated sick leave days during the waiting period required by the short term disability program, and may freeze remaining accumulated sick days once the waiting period has been satisfied.

Section 10: An employee who is under the care of a physician or is on medication that impacts their job or requires accommodations may be required by the Board to have periodic medical checks. A record of these reports will be kept in the central office.

Section 11: The Board will provide payment for unused sick days as follows:

- (a) Resignation/Retirement. Employees with fifteen (15) years or more of employment with the District, shall receive \$30 (thirty) per day for any unused sick leave upon resignation or retirement. In order to receive payment, the employee must submit his/her notice by December 1, for a resignation or retirement at the end of the first semester, or by May 1 for a resignation or retirement at the end of the school year. However, should the Board decide to reduce positions after the May 1 deadline due to financial reasons and the impacted employee gives the district notice of a decision to resign or retire before the end of the current fiscal year, then the district will waive the May 1 deadline for notification. Employees are only eligible to receive this benefit once.

- (b) Annual. If a support staff member used five (5) or fewer sick leave days in a school year, he/she may make a written election, at the conclusion of the school year, to redeem up to the number of unused sick leave days allocated in that year, but not to exceed five (5) days, at the rate of \$25 (twenty-five dollars) per day as defined below. If redeemed, the days will not be included in the staff member's accumulation.

For the payout computation the \$25 (twenty-five dollars) per day is for weekly averaged assignment days of at least 5 hours per day. If the employee has fewer standard hours the amount will be prorated based upon 5 hours. For example: a playground paraprofessional may work 3 hours a day which would be 3/5 of the \$25 or \$15 for each of those days; bus drivers with 4 runs are considered 5 hours a day so they would get the full \$25; maintenance with an 8 hour schedule are at least 6 hours so that person would be the full \$25.

### **ARTICLE 15 - FUNERAL LEAVE**

**Section 1:** Funeral leave shall be granted to the employee, without loss of pay, to attend the funeral of immediate family, relatives, or close friends.

- (a) A leave of up to five (5) working days shall be granted for the employee's present spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, grandparents-in-law, brother-in-law, sister-in-law, step children, step parents, step brother, step sister. The employee will be released from work the first two (2) days. The following three (3) days will be deducted from sick leave.
- (b) A leave of one (1) day, deducted from sick leave, shall be granted for other relatives and close friends. A maximum of five (5) days per year is allowed under this section.

**Section 2:** Additional time off without pay may be granted on an individual basis.

**Section 3:** The Board may ask for documentation to support the employee's request for funeral leave.

### **ARTICLE 16 - PERSONAL BUSINESS DAYS**

**Section 1:** Maintenance and full time, year round paraprofessionals shall receive two (2) personal business days per year. All other employees shall receive one (1) personal business day per year. Approval will be in accordance with the following conditions.

- (a) The employee makes application on a form provided by the Board (see Exhibit A) five (5) days prior to use of the personal business day. The form will be submitted to the building/program administrator to make a recommendation and submit the form to the Executive Director of Business & Operations. Emergencies will be

considered on individual merits by the Director of Business and will include consideration of building/program supervisor recommendation.

- (b) The day shall not be used the day prior to or the day following a vacation period or holiday; however, exceptions may be granted by the Director of Business. The day may be used the day prior to or the day following a teacher In-Service Day, a Records Day or a P-T Conference Release Day.
- (c) Employees do not have to state a reason for the personal business day request.
- (d) Employees may use available personal days for any unpaid Act of God days that will not be rescheduled.

Section 2: Days may be used in half-hour or run increments if approved by the Director of Business.

Section 3: The Director of Business may deny an employee's request for personal business if the employee cannot be spared from work. If such a request is denied, the employee will have the option of rescheduling the day or being paid at his/her rate of pay or the sub rate, whichever is less. This pay will be in addition to his/her regular pay.

Section 4: If an employee does not use one or both personal leave days during the contract year, the Board agrees to pay an amount not to exceed thirty (\$30) dollars for each full unused personal leave day or the employee has the option of adding unused personal business days to the employee's accumulated sick leave. Employees who have maximum sick leave accumulation will be paid for unused days at their regular daily rate. Each employee who has one (1) or more full unused personal leave days should notify the School district's Business Office by the conclusion of the school year as to which option the employee has chosen relative to such personal leave day. Should an employee fail to notify the Business Office of their choice, their unused personal days shall be converted into their accumulated sick leave.

## ARTICLE 17 - LEAVES OF ABSENCE WITHOUT PAY

Section 1: Leaves of absence without pay and without benefits must be requested in advance and in writing from the employee. In emergency situations advanced notice may be waived, however the employee must give notice as soon as possible. The Board may grant extensions, on an individual basis, to any sections of this article upon written request by the employee. Leaves beyond one (1) year will freeze the employee's seniority, longevity, and anniversary date.

- (a) Leaves may be granted for:
  - (1) Personal reasons for a period not to exceed thirty (30) days in one (1) school year providing the employee can be spared from work.

(b) Leaves shall be granted for:

- (1) Recovery from personal illness, accident, or Worker's Compensation injury. The Board can require a medical certificate of the necessity and continuance of such absence. The duration of such leave may be limited to a total of one (1) year during a two (2) year period excluding days the employee was paid, except as may be required by law.
- (2) Child care leave of up to one (1) year. Adoption of a child may receive a similar leave.
- (3) Family and Medical Leave Act (FMLA) of 1993 as amended shall be administered in accordance with the terms of FMLA.

Upon return from FMLA leave, an employee will be restored to the employee's original job, or to an equivalent job if that position does not exist for which the employee possesses sufficient seniority.

Questions concerning FMLA benefits can be addressed to the Business Manager. Additionally there is information on the US Department of Labor website, which currently is [www.dol.gov](http://www.dol.gov).

- (4) Employees who enter the military service by draft or enlistment shall be granted a leave of absence for that period and, at the conclusion of such leave of absence, shall be reinstated in accordance with all applicable provision of the Selective Service Training Uniformed Services Employment and Reemployment Rights Act and other applicable law then in effect. The employee must make written request for such leave immediately upon receiving their order to report for such obligation.
- (5) Employees elected or appointed to full-time office in the Association, for the term of such office, which requires the employee's absence from his/her work. The employee shall accumulate seniority during his/her term of office and at the end of such term shall be entitled to resume his/her regular seniority status and all job and recall rights.

Section 2: Employees shall receive health insurance/option money not to exceed thirty (30) calendar days after his/her sick leave has been exhausted. Health insurance will be extended beyond the thirty (30) days as required by the FMLA.

Section 3: Leaves of absence will not be given for the purpose of enabling the employee to work for another Board, except as authorized in Section 1, subs (4) and (5), or to engage in any form of self-employment. Any employee who obtains a leave of absence by misrepresenting the purposes thereof may be discharged.

## **ARTICLE 18 – COURT DUTY**

**Section 1:** If it is necessary for an employee to serve as a juror the Board will pay only the difference between the amount received as a juror and the employee’s pay that he/she would have forfeited for all time that the employee was required to be on jury duty.

- (a) It is understood that leave for jury duty is only for time when the employee is obligated to be at the courthouse and that upon being release from his/her duty, the employee will immediately return to work.

**Section 2:** An employee shall be entitled to paid leave when subpoenaed as a witness in connection with any civil or criminal proceeding.

## **ARTICLE 19 – CONTINUITY OF OPERATIONS**

**Section 1:** Strikes. The Association agrees that it will not, directly or indirectly, engage in or assist in a strike action as said term is defined by the Public Employment Relations Act.

**Section 2:** Lockouts. The Board agrees that it will not lockout any employee during the term of this Agreement.

## **ARTICLE 20 – SUBCONTRACTING**

**Section 1:** Notwithstanding any other provision of this Agreement; the Board reserves unto itself the right to subcontract that work which it does not have the manpower, equipment, or facilities to perform or to subcontract that work for reasons based on economy, efficiency and/or quality of work product or in accordance with the provisions of the Public Employment Relations Act.

**Section 2:** The Board reserves the right to determine the means of performing any work.

## **ARTICLE 21 – JURISDICTIONAL WORK FOR MAINTENANCE**

**Section 1:** Employees of the Board not covered by the terms of this Agreement may perform work covered by this Agreement when, in the sole judgment of the Board, such assignment of work is to the benefit of the school district. The Board has the authority to employ part-time employees who by way of example are performing other duties and responsibilities for the district or who are students of the district. These part-time employees are not members of the bargaining unit and are in no way covered by this Collective Bargaining Agreement. Also, the hiring of these employees shall not eliminate or reduce the hours of positions existing at the time the part-time positions are added.

## ARTICLE 22 - SAFETY/HEALTH AND REGULATIONS

### A. General

Section 1: The Board shall make reasonable provisions for the safety and health of its employees while performing their duties during the hours of their employment and shall furnish such protecting devices or equipment as it reasonably required thereby. Every employee shall observe all safety rules and shall use such safety devices or equipment as is required thereby. Any infraction of any safety rule or failure to use such safety devices or equipment shall subject the employee to disciplinary action up to and including discharge.

Section 2: The Board agrees to contact the State of Michigan Department of Labor in an effort to determine safety standards that are necessary for the safe operation of the schools.

Section 3: Employees must immediately report to his/her building/program supervisor, or designee, 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 Board.

Section 4: The Board will choose the physician who will provide any physical examinations required by state or federal law and will pay the fee of that doctor.

Section 5: The Board will pay for the cost of eye examinations if requested by the Board.

Section 6: The Board will furnish approved face and eye protection for those employees working in hazardous areas.

Section 7: A first aid kit will be provided in each building for the use of the Association personnel assigned to the buildings.

### B. Bus Drivers

Section 1: As per current Michigan and Federal statutes and any subsequent requirements passed by the Legislature, it will be necessary for each driver to comply with the following:

- (a) Each driver shall have completed all required courses in school bus safety education and shall have a current certificate indicating successful completion of these courses.
- (b) Each driver shall be required to pass any required physical examination required by federal or state law as this is necessary to hold a valid CDL.
- (c) Each driver shall have a valid chauffeur's and commercial driver's license, when required by law.

Section 2: As a condition of employment, it is mandatory that all bus drivers wear safety belts while operating a school bus; and further, that an emergency drill will be conducted on school premises every sixty (60) days. Forms will be provided by the Director of Transportation who will schedule the times for the emergency drills. Failure to comply with this section will result in disciplinary action.

C. Maintenance

Section 1: Any license required for continued employment must be kept valid and up to date and shall be available for inspection at all times. The cost of the license shall be the responsibility of the employee.

## ARTICLE 23 - MEETINGS/TRAINING

A. General

Section 1: Meetings will be scheduled periodically, or as needed, involving representatives from the Administration and Association.

B. Bus Drivers

Section 1: The Director of Transportation will conduct one (1) meeting per month that will be 30 minutes or longer, that is held in conjunction with the extra trip bidding meeting, and two (2) one (1) hour meetings per year with all drivers to review laws, rules and regulations, and procedures, pertaining to bus safety. The drivers will be given at least 24 hours' notice of the meeting date and approximate length. Drivers will receive their regular meeting rate of pay for the safety meetings.

Section 2: Each driver may be required to participate in an annual fall meeting which is held for the purpose of reviewing laws, rules, and regulations pertaining to bus safety. This meeting will be scheduled one (1) week prior to the start of school, unless it is held in conjunction with another group or district or if the district will have open routes to bid on. In such cases it may be necessary to hold it within two (2) weeks of the start of school so that the drivers have time to review their routes, contact the families and, if necessary, discuss potential route issues with the transportation staff prior to the start of the school year. This is to provide some time to make route changes that may come to light during those procedures. Employees will be given at least four (4) weeks' notice if this meeting is necessary. If a scheduling conflict occurs, the employee shall notify the transportation supervisor within one (1) week from the date the meeting notice was sent out.

C. Paraprofessionals

Section 1: One (1) of the teacher in-service days or equivalent will be utilized for in-service instruction for all paraprofessionals. If the district schedules in-service for the paraprofessionals, all are expected to attend. Different in-services may be appropriate for different paraprofessional

staff. Paraprofessionals will receive their regular rate of pay for the in-service days/hours. Paraprofessionals will be given two weeks' notice of any scheduled in-service.

Section 2: The Board will pay for training fees, mileage, and meals, and release employees with pay to attend classes. Employees will not be paid for training outside their normal work hours unless required by law.

Section 3: Bus paraprofessionals will be required to obtain a Commercial Drivers License (CDL) within two (2) years of employment. The Board may extend this deadline but must give sixty (60) days notice to the employee when this extension is withdrawn. CDL bus paraprofessionals will be paid at the five (5) year paraprofessional rate.

Section 4: The elementary building principal shall schedule a meeting with paraprofessionals to discuss building issues at the written request of a majority of paraprofessionals in the building. Prior to the meeting, paraprofessionals shall provide agenda items in writing to the building principal. This meeting will occur within a reasonable amount of time after the written request is received by the principal. This meeting shall be scheduled outside of the regular workday.

#### D. Bus Drivers and Paraprofessionals

Section 1: CPR Instruction and/or First Aid. The Board will make a reasonable effort to schedule CPR and/or first aid classes for employees. Attendance shall be voluntary and without pay. The Association Representative or designee(s) shall submit a list of Association members desiring CPR/first aid instruction to the Board. The cost and final decision to provide instruction will be the responsibility of the Board.

#### E. Maintenance

Section 1: Two (2) representatives from the Association and two (2) from the Board will meet a minimum of two (2) times each year to discuss matters of safety.

Section 2: The Assistant Bus Mechanic is required to obtain a Commercial Drivers License (CDL) as soon as possible. Certification in brakes and electronics is necessary by the end of the second year of employment. The Board may extend this deadline but must give sixty (60) days notice to the employee when this extension is withdrawn.

### **ARTICLE 24 - VACATION**

#### A. General

Section 1: The contract year for vacation will be the Sunday before Labor Day through the Saturday before Labor Day.

Section 2: For purposes of bookkeeping the days will be converted to hours.

Section 3: Employees shall be granted their vacation pay at the time vacation is taken. The rate of pay for vacations shall be based on wages they would have earned during this period.



Section 4: Paid vacations are allowed to be taken before the time has been earned. If an employee were to work less than a full year he/she might not have earned all the vacation that was anticipated. In such a situation the earned vacation will be determined (prorated) based on actually worked time and any pay that was received but not earned shall be paid back to the District. The District shall deduct such time from the paycheck.

B. Paraprofessionals

Section 1: All full-time year-round paraprofessionals shall receive paid vacation as follows:

After five (5) years of service:	5 days
After ten (10) years of service:	10 days
Fifteen (15) or more years of service:	15 days

Section 2: In addition, these paraprofessionals will be eligible to take an additional ten (10) days off without pay each year.

Section 3: It is agreed that employees will make every effort to take such vacation time during the period when he/she is not scheduled for his/her assignment (i.e. Christmas break, spring break, summer break). It is not the intent that the employees will be forced to use paid vacation time during listed breaks, the employee can decide to simply not use the available vacation time and instead receive no pay for that period. It is the responsibility of the employee to ensure that she request approval for and use that approved vacation time during the year. Vacation time may be taken at any time during the year (including the school year and the summer programs) provided the employee has the prior approval of the supervisor. When an employee requests vacation time, the district shall respond to the request in a timely manner. An employee will automatically be granted their vacation time if the district does not respond to the employee's request at least three (3) days before the requested vacation time.

C. Maintenance

Section 1: Full-year maintenance employees within the bargaining unit who have completed their probationary period shall receive vacation with pay.

Section 2: The Board shall determine the number of employees, if any, who can be spared for vacation purposes at any one time.

Section 3: Employees shall be required to submit to the Board a written request indicating their proposed time off for vacation purposes at least one (1) pay period prior to the start of such anticipated vacation. If there are two (2) or more employees who request the same vacation time off and both, or all, cannot be spared at such time, consideration will be given to date of application and/or to the employee with the greatest seniority.

Section 4: If an employee, who is otherwise eligible for vacation with pay, quits or is discharged during a contract year such employee will be entitled to receive pay for any unused vacation pay. The vacation pay will be included in the employee's final payroll check.

Section 5: An employee will not be allowed to take more than ten (10) days of vacation at one time unless just cause can be presented to the Board. Application for additional time shall be

made in writing to the building/program supervisor. The decision regarding this request will be made by the Director of Business.

Section 6: Employees hired before July 1, 1999:

At the end of working a full contract year the employee will be entitled to vacation as follows:

- (a) Five (5) days at the end of the first full contract year  
Ten (10) days at the end of the second full contract year  
Fifteen (15) days at the end of the seventh full contract year  
Twenty (20) days at the end of the fifteenth full contract year
- (b) Vacation is earned in the current contract year and will be used in the next contract year.

Section 7: Employees hired after July 1, 1999 will receive paid vacation as follows:

- (a) Employees will begin to accrue vacation days at the time they become non-probationary employees.
- (b) Employees will receive vacation prorated from the date after completing the probationary period to the end of the contract year. The proration will be based on the first full contract year's vacation as stated in sub (c) and must be used before the end of the contract year.
- (c) Vacation will be taken in the same contract year it is earned.
- (d) Employees are entitled to vacation as follows:

1-5 years	10 days
6-13 years	15 days
14+ years	20 days

**ARTICLE 25 - HOLIDAYS**

A. Bus Drivers and Paraprofessionals

Section 1: Pay for holidays is based on scheduled runs/hours worked per day. The scheduled runs/hours are assigned at the beginning of the school year or at the time of hire for each employee. The scheduled runs/hours may be changed as authorized by the Business Manager. When the employees' hours regularly change at certain times during the year (i.e. summer recess), holidays will be paid at the same number of hours the employees are working during the period in which the holiday falls.

Section 2: Paid holidays will be used in the calculation of overtime.

Section 3: The Board will pay all employees for holidays as stated below, providing they work their regular scheduled work day before and their regular scheduled work day following the

holiday. In addition, employees shall be entitled to receive holiday pay providing the employee is on an authorized leave five (5) days prior or five (5) days following the holiday.

- (a) Normal workday runs/hours pay for seven (7) holidays; Thanksgiving Day, day after Thanksgiving, the day before Christmas, Christmas, New Year's Day, Good Friday, and Memorial Day.
- (b) All full-time, year-round employees shall receive July 4, Labor Day, and New Year's Day as holiday pay pursuant to the provisions stated in Section 1 above.

## B. Maintenance

Section 1: Ten (10) month employees shall be entitled to their normal straight time pay for the following holidays even though no work is performed: Memorial Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving.

Section 2: All twelve (12) month employees shall be entitled to hours they normally would have worked at straight time pay for the following holidays even though no work is performed: New Year's Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. 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 and receive eight (8) hours straight time pay upon the following conditions:

- (a) If Christmas and New Year's Day fall on Monday or Thursday, the employee will receive the day after these holidays off with pay as above specified.
- (b) If Christmas and New Year's Day fall on Tuesday, Wednesday, Friday or Saturday, the employee will receive the day before these holidays off with pay as above specified.
- (c) If Christmas and New Year's Day fall on Sunday, the employee will be off the preceding Friday and the day after Christmas/New Year's (Monday) with pay.
- (d) When Christmas and New Year's fall on Sunday, the Board will not be obligated to pay the employee holiday pay for the day before Christmas and the day before New Year's.
- (e) If July 4<sup>th</sup> falls on Saturday, the employee will receive the preceding day (Friday) off with pay. If July 4<sup>th</sup> falls on a Sunday, the employee will receive the following day (Monday) off with pay.

Section 3: Employees required to work on any of the above-named holidays shall receive two (2) times the base rate for all hours worked in addition to the regular holiday pay.

Section 4: If an employee is on vacation on any of the above-named holidays, he/she shall be entitled to an additional day off with pay for the holiday or shall receive eight (8) hours of pay for the holiday.

Section 5: Employees absent because of illness on the day before or after the holiday may, at the Board's discretion, be required to submit written medical proof of illness to receive holiday pay. All other employees must work the day before and the day following such holiday in order to receive holiday pay.

## **ARTICLE 26 - UNIFORMS AND/OR UNIFORM ALLOWANCE**

Section 1: The Board will annually purchase six (6) uniforms for employees in the following positions: Maintenance, Lead Maintenance, Bus Mechanic and Assistant Bus Mechanic. Additionally, these employees shall be provided \$150 annually to purchase winter work attire such as boots, coveralls, jackets, etc. The employee may carry over unused uniform allowance funds, up to \$300, from one year to the next for future uniform/winter work purchases. This shall be reimbursed to the employee upon submission of receipts to the Business Office.

Section 2: The Board will annually purchase four (4) uniforms for employees in Custodial and Head Custodial positions.

Section 3: The Board will consult with the Association concerning the type, color, and lettering of these uniforms.

Section 4: If employees have been provided uniforms and are transferred to a classification which does not allow uniforms, or leave the employment of the Board, the uniforms shall be turned in to the Board.

Section 5: It shall be the responsibility of the employee to provide for the wash and care of the uniforms. It is further understood that the employees shall be required to wear uniforms during their work hours.

Section 6: The employee may use the uniform allowance to purchase other uniform related items subject to the Director of Business' approval. A receipt presented to bookkeeping shall gain reimbursement.

Section 7: Provided there are adequate financial resources, the Board will purchase jackets for each bus driver and transportation paraprofessional and every three years thereafter. The Board will also purchase three (3) shirts annually for each bus driver and transportation paraprofessional. The District shall not be required to purchase shirts in the years that jackets are purchased. If the bus driver or transportation paraprofessional has enough shirts, they may request that no shirt be purchased and they instead can purchase winter boots or appropriate winter attire with the reimbursement up to the cost of the shirts they are not getting.

## ARTICLE 27 - ACT OF GOD/SNOW DAYS

### A. Bus Drivers and Paraprofessionals

Section 1: The Board will pay each bus driver and paraprofessional 100% of his/her daily rate for six (6) "Act of God" days or the hour equivalent if the employee does not report to work and school is not in session.

Section 2: If a paraprofessional or bus driver is called into work on an "Act of God" day, the employee will receive his/her regular rate of pay for actual hours worked in addition to the inclement weather pay.

### B. Paraprofessionals

Section 1: Whenever a paraprofessional has reported to work and begun to work at his/her regularly scheduled time, and school is canceled due to an "Act of God" day, the paraprofessional shall be paid for the time worked at his/her regular rate of pay or a minimum of one (1) hour of pay at his/her regular rate of pay, whichever is greater.

### C. Maintenance

Section 1: The Board will pay each mechanic and maintenance employee 100% of his/her daily rate for six (6) "Act of God" days or the hour equivalent if the employee does not report to work and school is not in session. Mechanic and maintenance employees may choose to bank all or some of their pay for "Act of God" days until spring break.

Section 2: If a mechanic or maintenance employee is called into work on an "Act of God" day, the employee will receive his/her regular rate of pay for actual hours worked in addition to the inclement weather pay.

## ARTICLE 28 - GENERAL

### A. General

Section 1: **Extent of Agreement.** This Agreement supersedes and cancels all previous Agreements and past practices, unless otherwise specified, between the Board and the Association 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.

Section 2: **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.

Section 3:     **Address and Telephone Number.** Employees shall be required to keep the Board informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his/her last address on record with the Board shall constitute notice to the employee of the contents of such communication.

Section 4:     **Payroll Electronic Deposit.** Employees agree to participate in electronic direct deposit of payroll checks. If the scheduled pay date would be a holiday, the funds will be deposited the day prior to the holiday.

Section 5:     **Pay Periods.** Employees' normal pay period will start on Thursday and end two (2) weeks later on Wednesday. Pay checks will be issued no later than seven (7) workdays from the end of the pay period. When the district needs to shift the pay dates, notice will be given to employees in the spring regarding the summer pay periods and pay dates.

Section 6:     **Report of Absence of School Employees.** The form, "Report of Absence of School Employees," must be completed by each employee in cases of absence and returned to the building/**program** supervisor to be forwarded to the Director of Business.

Section 7:     **Notice When Unable to Work.** It shall be the responsibility of the employee to give sufficient notice (two [2] hours minimum for maintenance employees) to his/her **building/program** supervisor in the event that said employee is unable to report for work.

Section 8:     **Copies of this Agreement** shall be prepared, and the expense shall be borne by the Board.

Section 9:     An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate the Agreement as provided in the Local Financial Stability and Choice Act, 2012 Act 436. This clause is included in this Agreement because it is legally required by state law.

**ARTICLE 29 - DURATION OF AGREEMENT**

Section 1: This Agreement shall be effective as of July 22, 2015, and shall expire on the 24th day of August 2016. 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.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective representatives.

ASSOCIATION

BOARD

By: \_\_\_\_\_  
President Date

By: \_\_\_\_\_  
President Date

By: \_\_\_\_\_  
Chief Negotiator Date

By: \_\_\_\_\_  
Chief Negotiator Date

By: \_\_\_\_\_  
VBCEA Representative Date

**APPENDIX “A”**  
**Compensation**

A. General

Section 1: Effective August 2001 yearly increases will be effective the Sunday before students start school in August.

B. Bus Drivers and Health/EI Paraprofessionals

Section 1: The Board may increase the beginning rate of pay of these positions based on availability of candidates, training and experience. Current employees will be notified and have an opportunity to apply for these positions. Transfer within paraprofessional positions is limited to approval by the Board if the employee is currently assigned to one (1) individual student.

C. Bus Drivers

Section 1: Regular Bus Runs

- (a) A normal bus run will be considered one and half (1-1/2) hours. The Transportation supervisor will try to even out the bus runs to maintain an efficient operation.

	2015-2016
Start	18.04
1 Year	18.63
2 Years	18.91
3 Years	19.17
4 Years	19.32
5 Years	19.50
6 Years	19.74

- (b) Since the average regular driving time for a run is considered one and one-quarter (1-1/4) hours, should a driving time overage occur, the driver can request a route review after the third week of school. The Transportation Supervisor shall perform a route review within ten (10) working days of the request. After a route review is completed and if the solution is additional compensation, said compensation will start with the date of request for a route review.
- (c) Shuttle runs are part of the regular bus run schedule and are included in the one and one-half (1-1/2) hour run. No additional pay shall be given for shuttle runs falling into this time period.

Section 2: Hourly Runs/Rates

	2015-2016
Special Ed. Voc. Tech. Center Temporary	14.63
*Field Trips	11.83
Meetings	8.69



\*A minimum of one (1) hour will be paid for each field trip.

Section 3: Longevity. Additional compensation for all hours/runs worked (except meetings) after:

	2014-2015
8 Years	.15
10 Years	.25
15 Years	.35
20 Years	.40
25 Years	.50
30 Years	.70

This longevity pay does not accumulate from one level to the next.

Section 4: Meal Allowance. Drivers whose field trips, or combination of runs and field trips, that do not allow for a 45 minute non-duty break will be eligible for the following meal allowance:

- (a) 5 hrs. to 8 hrs., 59 min. – one meal; maximum of \$ 6.00
- (b) 9 hrs. to 11 hrs., 59 min. – two meals; maximum of \$ 6.00 each, OR one meal; maximum of \$ 10.00
- (c) 12 hours or more per day – three meals; maximum of \$ 6.00 each, OR one meal; maximum of \$ 6.00, and one meal; maximum of \$ 10.00

The above times will begin when the driver begins his/her duties and will end when his/her duties are completed for that day.

Drivers must present a receipt to bookkeeping for reimbursement. A driver shall not be eligible for a meal allowance if the driver receives a free meal from a vendor such as McDonalds.

Section 5: The District will pay \$200 per year, payable around Spring Break, for bus drivers who commit, at the beginning of the year, to wash their bus approximately one (1) time per week. These drivers will be responsible for arranging and paying to have their bus washed if they are absent. The Transportation Supervisors will arrange for bus washing for drivers who do not commit to wash their bus.

Additional bus washes must be approved by the Transportation supervisor and will be paid at \$5.00 each.

For safety reasons, it is the responsibility of each driver to keep all bus windows cleaned.

Section 6: The Board acknowledges that at certain times of the year conditions exist that cause the bus drivers' runs to exceed the average one and one-quarter hours (1-1/4) hours per

run. These conditions include, but are not limited to bad weather, road construction, and problems at the beginning of the school year. The Board will compensate each regular driver the equivalent of five (5) runs of pay on the first pay in January for the inconvenience of extended runs that occur during the school year

D. Paraprofessionals

Section 1: Hourly Rates

		2015-2016
Regular	Start	10.05
	1 Year	10.15
	2 Years	10.25
	3 Years	10.46
	4 Years	10.72
	5 Years	11.26
	6 Years	11.90
Health/EI	Start	10.81
	1 Year	10.97
	2 Years	11.12
	3 Years	11.43
	4 Years	11.60
	5 Years	11.78
	6 Years	11.92
Instructional Assistant	Start	11.78
	1 Year	11.92
Day Care	Start	8.83
	3 Years	9.00
Child Development Association *Certified Day Care	Start	10.16
	1 Year	10.28
Lead Certified Day Care	Start	10.53

\*Must complete 120 hours of approved training

Section 2: Bus paraprofessionals with a Commercial Driver's License (CDL) will be paid at the five (5) year regular paraprofessional rate.

Section 3: Longevity

	2014-2015
8 Years	.25
10 Years	.35
15 Years	.45
20 Years	.50
25 Years	.60
30 Years	.70

This longevity pay does not accumulate from one level to the next.

Section 4: Regular paraprofessionals hired before 12/1/90, involuntarily transferred to a Day Care position shall remain on the regular paraprofessional wage schedule.

Section 5: Regular paraprofessionals hired on or after 12/1/90, involuntarily transferred to a Day Care position shall remain on the regular paraprofessional wage schedule for one (1) year following the transfer. After one (1) year the paraprofessional will be placed on the Day Care wage schedule according to his/her anniversary date.

Section 6: Call in: Whenever a paraprofessional is called to work, the employee shall receive pay for actual time worked or a minimum of two (2) hours pay at the employee's straight-time hourly rate, whichever is greater.

Section 7: Paraprofessionals who are required substitute for a classroom teacher will receive at least what a district substitute would receive or their normal rate of pay, whichever is higher.

Section 8: Descriptions/Qualifications of Positions

(a) Regular Paraprofessional – Provides general classroom or playground assistance.

(b) Health/EI Paraprofessional - In order to be classified, or reclassified, as a Health Paraprofessional the employee must perform any one of the following three (3) duties.

1. \*Bathroom. The paraprofessional must be exposed or have contact with bodily fluids. This would include direct bathroom assistance or the changing of diapers.
2. \*Lifting. The paraprofessional would be required to lift the student as opposed to assisting the student.
3. Training. The paraprofessional would need to have special health training as prescribed by the family or physician. The paraprofessional would be trained in medical procedures that are necessary for the child to attend school.

\*Paraprofessionals must perform the bathroom or lifting procedures as part of their daily routine. Taking care of occasional “accidents” does not qualify a person as a health professional.

Preschool children are exempt from health paraprofessional care until special training is required as stated in #3 above.

- (c) Instructional Assistant – Must possess a Michigan substitute teacher permit and provides classroom assistance.

E. Maintenance

Section 1: Hourly Rates

		2015-16
Custodian	Start	11.43
	1 Year	11.76
	2 Years	12.04
	3 Years	12.32
	4 Years	12.59
	5 Years	12.95
	6 Years	13.11
Head Custodian	Start	13.23
	1 Year	13.32
	2 Years	13.41
	3 Years	13.54
	4 Years	13.64
	5 Years	13.73
	6 Years	13.85
10-Month Employee	Start	9.64
	1 Year	9.85
	2 Years	10.05
	3 Years	10.23
	4 Years	10.53
	5 Years	10.83
	6 Years	10.97
Maintenance	Start	13.23
	1 Year	13.32
	2 Years	13.41
	3 Years	13.54
	4 Years	13.64
	5 Years	13.73
	6 Years	13.85
Lead Maintenance	Start	15.78

	1 Years	15.88
	2 Years	15.97
	3 Years	16.10
	4 Years	16.19
	5 Years	16.28
	6 Years	16.39
Lead Bus Mechanic	Start	16.85
	1 Year	16.94
	2 Years	17.03
	3 Years	18.34
	4 Years	18.43
	5 Years	18.52
	6 Years	19.38
Bus Mechanic	Start	13.23
	1 Year	13.32
	2 Years	13.41
	3 Years	13.54
	4 Years	13.64
	5 Years	13.73
	6 Years	13.85
Probation	Start	8.67-12.40

Section 2:     Shift Differential

- (a) Employees regularly assigned to second shift shall receive an additional ten (10) cents per hour.
- (b) Employees regularly assigned to third shift shall receive an additional fifteen (15) cents per hour.
- (c) A Maintenance I employee substituting in a supervisory position or performing custodial training in the absence of the Maintenance Director shall receive an additional fifty (50) cents per hour for such hours worked.
- (d) The custodian substituting for the absent High School Plant Manager will receive the Head Custodian hourly rate for such hours worked.

Section 3: Longevity

	2014-2015
8 Years	.15
10 Years	.25
15 Years	.35
20 Years	.40
25 Years	.50
30 Years	.70

This longevity pay does not accumulate from one level to the next.

Section 4: Tool Allowance

The District will pay up to four hundred fifty dollars (\$450) to each bus mechanic and maintenance employee each year to purchase tools that are necessary for their job. A receipt must be presented to the Executive Director of Business and Operations for reimbursement.

Section 5: Bus Inspections

The District will pay the following amounts annually to the Lead Bus Mechanic and Bus Mechanic upon successful bus inspections by the state:

Pass Rate	Lead Bus Mechanic	Bus Mechanic
Zero or One Red Tag	\$500	\$300
Two Red Tags	\$350	\$200
Three or more Red Tags	\$200	\$100

To qualify for the inspection money, the employee must have been employed by the District for one full school year.

Section 6: Descriptions/Qualifications of Positions

- (a) Head Custodian – must possess leadership ability and organizational skills. Must also have knowledge of custodial cleaning procedures and the proper use of cleaning products and equipment. Additionally, this person must have the ability to perform minor maintenance work with tools and training provided by the program supervisor.
- (b) Maintenance – must possess measurable skills and have general knowledge of custodial responsibilities; i.e., acquaintance with building upkeep, cleaning products and others. This person must have some specific skills in an area such as electrical, plumbing, carpentry. Additionally, this person would serve as a substitute in the event of absence of a custodian.

- (c) Lead Maintenance – must possess job experience in a specific skill and be knowledgeable of practices and regulations relative to the skill. This person would be eligible for this classification three (3) years from their date of employment in Maintenance. The following would be considered prior to elevating this person into this classification: (1) a recommendation by the program supervisor, (2) past work experience, (3) dependability and cooperation, (4) job performance.
  
- (d) 10 Month Employee – this position is considered non-full time. It became effective July 1, 1996 and does not cover any employee hired before that date.

**APPENDIX “B”**

**Insurance/Subsidies**

**A. General**

Section 1: Insurance benefits shall be provided through the Van Buren County Consortium. Employees may choose any available consortium health insurance product, subject to the Board premium contribution limits as defined below for each classification. Insurance benefits must comply with current state and federal law.

Section 2: Employees who elect to purchase health insurance using their monthly subsidy and/or their salary will be allowed to do so with a pre-tax deduction as allowed by the Internal Revenue Service.

Section 3: To be eligible for insurance or monthly subsidy, the employee must apply at the business office.

Section 4: All benefits, definitions and terms shall be in accordance with the master policy between the Board and the insurance carrier.

Section 5: Employees agree to limit their participation to the current tax deferred companies offered by the Board.

**B. Bus Drivers and Paraprofessionals**

Section 1: Increases in monthly subsidies will be effective September 1st of each year. For staff employed at the start of the school year and through the end of the current school year, a full 12 months of benefits will be earned. These benefits will be from September 1<sup>st</sup> of the current calendar year through August of the next calendar year.

Section 2: Subsidies for employees hired during the year will be effective the first of the month following their date of hire (see Article 6), and will then go through August as per section 1 above.

Section 3: Monthly Subsidies

(a) Bus Drivers

		2015-2016
4 or more runs/day	0-10 Years	120.00
	11-20 Years	125.00
	Over 20 Years	135.00
2 or 3 runs/day	0-10 Years	100.00
	Over 10 Years	105.00



One and one-fourth (1-1/4) hours of driving time is equivalent to one (1) run.

(b) Paraprofessionals

		2015-2016
5 or more hours/day	0-10 Years	100.00
	11-20 Years	105.00
	Over 20 Years	115.00
2-1/2 to 5 hours/day		Prorated on base rates listed above
Under 2-1/2 hours/day		No subsidy

**C. Maintenance**

Section 1: Increases in monthly subsidies will be effective July 1<sup>st</sup> of each year.

Section 2: Health Insurance

- (a) The Board will pay the state mandated hard cap towards the health insurance premium for each full-time, twelve-month employee. Ten month employees will receive the maximum allowable hard cap amount towards single subscriber health insurance. Part-time employees will receive prorated health insurance or subsidies.
- (b) The board will pay the full cost for vision, dental, LTD and life insurance provided through the Van Buren County Health Consortium for each employee.

Section 3: For employees who do not elect health insurance, the Board will provide a monthly subsidy as follows:

	2015-2016
Subsidy	120.00

**EXHIBIT "A"**

**NOTIFICATION OF USAGE OF PERSONAL BUSINESS DAY**

Name: \_\_\_\_\_

Date leave to be taken: \_\_\_\_\_

I acknowledge that this Personal Business Day\* is not being taken for any purpose prohibited by ARTICLE 16, Section 1 of the AGREEMENT.

Signed: \_\_\_\_\_

Date submitted: \_\_\_\_\_

Recommendation of building/program by supervisor: \_\_\_\_\_

Date approved: \_\_\_\_\_

Approval by Director of Buisness: \_\_\_\_\_

Date approved: \_\_\_\_\_

\*May utilize "day" in one-half hour or run increments if approved by the immediate supervisor.

**EXHIBIT "B"**

**MAINTENANCE WAIVER OF OVERTIME WORK**

I, the undersigned, am not available for overtime. Check the appropriate box(es):

Any time

Weekends

Mondays

Tuesdays

Wednesdays

Thursdays

Fridays

It is understood that this Waiver may be revoked by the undersigned employee by giving a ten (10) working day written notice to the Board.

Employee's Signature \_\_\_\_\_

Date \_\_\_\_\_ Telephone No. \_\_\_\_\_

Building Area Supervisor's Signature \_\_\_\_\_

Date \_\_\_\_\_

Date copy sent to central office \_\_\_\_\_

**EXHIBIT "C"**

**NOTIFICATION REGARDING POTENTIAL PROBLEM  
WITH SUPPORT STAFF BREAK TIME**

Name of Employee:	
Description of Problem:	

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**This form is to be given to the building administrator to work through first. The administrator will respond to the problem. If desired by the employee, a copy of the completed form will be given to the employee and a copy will be sent to the Executive Director of Business Operations**

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Building Administrator Name:	
Form received by building administrator on:	
Building Administrator Response and/or Resolution:	

Copy Given to Employee?	YES	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Signature of Building Supervisor:	
Signature of Employee:	
Date Sent to Director of Business Operations:	

**Note that if there still is an issue after discussion with building administrator the employee can request a meeting of the employee, the building administrator and the Executive Director of Business Operations to further discuss the situation.**

**EXHIBIT "D"**

**BUS DRIVER NOTIFICATION OF PERSONAL CONTACT  
INFORMATION AND TRIP INTEREST**

This form is to be completed and returned to the transportation supervisor. It contains information to be used in case a trip comes up that needs to be filled before the next scheduled trip meeting.

I, the undersigned, **am not available to be called for trips as indicated below.** Please check the appropriate lines:

- |   |   |
|---|---|
| <p><input type="checkbox"/> At any time. <b>I am not interested in Any trips on a call basis.</b></p> <p><input type="checkbox"/> Mondays. I am not interested in Monday trips.</p> <p><input type="checkbox"/> Tuesdays. I am not interested in Tuesday trips.</p> <p><input type="checkbox"/> Wednesdays. I am not interested in Wednesday trips.</p> <p><input type="checkbox"/> Thursdays. I am not interested in Thursday trips.</p> <p><input type="checkbox"/> Fridays. I am not interested in Friday trips.</p> <p><input type="checkbox"/> Weekends. I am not interested in weekend trips.</p> | <p><input type="checkbox"/> Trips that go to urban areas (ex. Kalamazoo, etc.)</p> <p><input type="checkbox"/> Trips that are after dark.</p> <p><input type="checkbox"/> Trips that are more than _____ miles from Paw Paw.</p> <p><input type="checkbox"/> <i>I am only interested in these certain Events.</i><br/>_____<br/>_____</p> <p><input type="checkbox"/> Other (you fill in)<br/>_____<br/>_____<br/>_____<br/>_____</p> |
|---|---|

It is understood that this document shall be used to determine if the transportation supervisor needs to call a driver for a possible trip that needs to be filled before the next trip meeting. **The information on this form is considered the answer to the trip offer and a call will NOT need to be made to the driver for anything indicated above since the driver is declining trips that meet the checked description(s).**

This waiver may be revoked or changed by the undersigned employee with a 10 working day written notice to the transportation supervisor. The district reserves the right to waive the timeline for notice.

Driver Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone number to contact driver for possible trips while off duty: \_\_\_\_\_

LETTER OF UNDERSTANDING “A”  
Between the  
PAW PAW BOARD OF EDUCATION  
And the  
VBCEA/PAW PAW EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION,  
MEA-NEA

Re: Pre-School and Child Care Workers

The parties agreed to the following pursuant to Article I, Section 1:

1. The following three (3) employees shall be “grandpersoned” and remain within the collective bargaining unit subject to all provisions of the Collective Bargaining Agreement:
  - a. Cathy Lantis
  - b. Sandra Robinson
2. Cathy Lantis and Sandra Robinson are current child care paraprofessionals and shall retain all bargaining unit rights for as long as they remain employees in their current assignments.
3. The District does not have to recognize subsequent employees in the three (3) positions currently filled by Cathy Lantis and Sandra Robinson.
4. This Letter of Understanding does not set a precedent.
5. This Letter of Understanding shall remain valid for as long as Cathy Lantis and Sandra Robinson retain their current assignments.

ASSOCIATION

BOARD

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

LETTER OF UNDERSTANDING “B”

Between the

PAW PAW BOARD OF EDUCATION

And the

VBCEA/PAW PAW EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

Re: Computation of vacation and personal business days for paraprofessionals whose working hours regularly change at certain times of the year (i.e. summer recess)

Vacation

Paraprofessionals hired on or before 12/1/90 will be considered full time if they are scheduled\* to work five (5) or more hours per day. Paraprofessionals hired after 12/1/90 will be considered full time if they are scheduled to work six and one-half (6-1/2) or more hours per day.

Proration will be calculated as follows:

Number of months paraprofessional works full time divided by 12 times number of vacation days to which the paraprofessional is entitled per Article 24, B., Section 1.

\*Scheduled time will be the number of daily work hours assigned to the paraprofessional and verified in writing by an administrator. This procedure will normally occur when jobs are posted or modified. The paraprofessional can request a change in their scheduled time when their actual work hours exceed their scheduled time on a regular basis.

Personal Business Day(s)

Paraprofessionals who are considered full time, as per definition under the heading, “Vacation,” will be entitled to two (2) personal business days. The paraprofessional will be granted one (1) day during their less than full time work year, and one (1) additional day during their full time work year. No unused personal business days will be carried over from less than full time to full time or vice versa.

ASSOCIATION

BOARD

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

LETTER OF UNDERSTANDING "C"

Between the

PAW PAW BOARD OF EDUCATION

And the

VBCEA/PAW PAW EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

Re: Hourly wage of Cathy Lantis and Sandra Robinson

It has come to the attention of both the Association and the District that Cathy Lantis and Sandra Robinson have been placed on the wrong salary schedule. They are being paid as a regular paraprofessional instead as a child development association (certified day care). The wage they are receiving is \$11.54 per hour.

The District agrees to leave Sandra Robinson and Cathy Lantis at \$11.54 per hour even though it is a higher rate than the certified day care paraprofessional. The Association agrees that they will remain at \$11.54 per hour until such time as the pay for the certified day care paraprofessional reaches or exceeds \$11.54. At this time Sandra Robinson and Cathy Lantis will again be placed on the certified day care scale.

This Letter of Understanding will remain in effect as long as Cathy Lantis and Sandra Robinson are employed by the district or until the pay scale for certified day care paraprofessional reaches or exceeds \$11.54 per hour. This Letter of Understanding does not set a precedent

ASSOCIATION

BOARD

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_

By: \_\_\_\_\_