

# **AGREEMENT**

**Between**

**VAN BUREN PUBLIC SCHOOLS**

**and the**

**VAN BUREN ASSOCIATION OF  
EDUCATIONAL SECRETARIES**

**MEA, NEA**

**2011 - 2013**

## TABLE OF CONTENTS

<p>AGREEMENT ..... 1</p> <p>1 PREAMBLE ..... 1</p> <p>2 RECOGNITION ..... 1</p> <p style="padding-left: 20px;">2.1 Exclusions ..... 1</p> <p style="padding-left: 20px;">2.2 Gender ..... 1</p> <p style="padding-left: 20px;">2.3 Exclusive Agent..... 1</p> <p>3 PERSONNEL FILE ..... 2</p> <p>4 AGENCY SHOP; DUES &amp; DEDUCTIONS ..... 2</p> <p style="padding-left: 20px;">4.1 Service Fee ..... 2</p> <p style="padding-left: 20px;">4.2 Refusal to Pay Dues..... 2</p> <p style="padding-left: 20px;">4.3 Hearing Procedure ..... 3</p> <p style="padding-left: 20px;">4.4 Dues Deduction ..... 3</p> <p style="padding-left: 20px;">4.5 Payroll Deduction Plans ..... 3</p> <p style="padding-left: 20px;">4.6 Fee Charged to Non-members ... 3</p> <p>5 HOURS OF WORK AND COMPENSATORY TIME..... 4</p> <p style="padding-left: 20px;">5.1 Hours of Work..... 4</p> <p style="padding-left: 40px;">5.1a Work Week ..... 4</p> <p style="padding-left: 40px;">5.1b Standard Overtime..... 4</p> <p style="padding-left: 40px;">5.1c Compensatory Time Off..... 4</p> <p style="padding-left: 40px;">5.1d Holiday Overtime ..... 5</p> <p style="padding-left: 20px;">5.2 Break Times ..... 5</p> <p style="padding-left: 20px;">5.3 Administration Building Hours .5</p> <p style="padding-left: 20px;">5.4 School Hours ..... 5</p> <p>6 ABSENCE ..... 5</p> <p style="padding-left: 20px;">6.1 Notification of Absence..... 5</p> <p style="padding-left: 20px;">6.2 School Closing..... 5</p> <p style="padding-left: 20px;">6.3 Conference Attendance..... 5</p> <p style="padding-left: 20px;">6.4 Jury Duty ..... 6</p> <p style="padding-left: 20px;">6.5 Tuition Reimbursement ..... 6</p> <p style="padding-left: 20px;">6.6 Worker's Compensation ..... 6</p> <p>7 SICK LEAVE..... 7</p> <p style="padding-left: 20px;">7.1 Leave Allowance ..... 7</p> <p style="padding-left: 20px;">7.2 First Year Allowance ..... 7</p> <p style="padding-left: 20px;">7.3 Successive Allowance ..... 7</p> <p style="padding-left: 20px;">7.4 Unlimited Accumulation..... 8</p> <p style="padding-left: 20px;">7.5 Days to be Charged ..... 8</p> <p style="padding-left: 20px;">7.6 Family Illness ..... 8</p> <p style="padding-left: 20px;">7.7 Cost of Physicals ..... 8</p> <p style="padding-left: 20px;">7.8 Long Term Disability/Prorated Sick Days Upon Return ..... 8</p> <p>8 PERSONAL BUSINESS ..... 8</p> <p style="padding-left: 20px;">8.1 Allocation ..... 8</p>	<p>9 BEREAVEMENT LEAVE..... 8</p> <p style="padding-left: 20px;">9.1 Allocation from Sick Leave..... 8</p> <p style="padding-left: 20px;">9.2 Death of Relative..... 9</p> <p style="padding-left: 20px;">9.3 Other Deaths..... 9</p> <p>10 LEAVE OF ABSENCE –PERSONAL ILLNESS/CHILD CARE ..... 9</p> <p style="padding-left: 20px;">10.1 Extended Personal Illness..... 9</p> <p style="padding-left: 20px;">10.2 Child Care Leave &amp; Extension . 9</p> <p style="padding-left: 20px;">10.3 Return Rights..... 10</p> <p style="padding-left: 20px;">10.4 Doctor's Authorization to Return..... 10</p> <p style="padding-left: 20px;">10.5 Notice of Return to Work..... 10</p> <p style="padding-left: 20px;">10.6 Sick Day Proration ..... 10</p> <p>11 HOLIDAYS ..... 10</p> <p style="padding-left: 20px;">11.1 Paid Holidays ..... 10</p> <p style="padding-left: 20px;">11.2 Weekend Holidays ..... 10</p> <p>12 VACATIONS ..... 11</p> <p style="padding-left: 20px;">12.1 Allocations ..... 11</p> <p style="padding-left: 20px;">12.2 Cashing in of Vacation ..... 11</p> <p style="padding-left: 20px;">12.3 When Terminating..... 11</p> <p style="padding-left: 20px;">12.4 Administration Building Christmas Break..... 11</p> <p>13 TERMINATION..... 12</p> <p>14 JOB OPENINGS OR CHANGES ..... 12</p> <p style="padding-left: 20px;">14.1 Job Postings..... 12</p> <p style="padding-left: 20px;">14.2 Service Year ..... 12</p> <p style="padding-left: 20px;">14.3 Definition of Vacancy ..... 12</p> <p style="padding-left: 20px;">14.4 New Positions..... 12</p> <p style="padding-left: 20px;">14.5 Involuntary Transfer..... 13</p> <p>15 CLASSIFICATIONS AND SALARIES ..... 13</p> <p style="padding-left: 20px;">15.1 Classifications ..... 13</p> <p style="padding-left: 40px;">1a C-I Admin. Coordinator..... 13</p> <p style="padding-left: 40px;">1b C-II Admin. Secretary ..... 13</p> <p style="padding-left: 40px;">1c C-III Secretary/Clerk ..... 13</p> <p style="padding-left: 40px;">Notes - Work Year ..... 13</p> <p style="padding-left: 20px;">15.2 Salary Schedule 2011-2013..... 14</p> <p style="padding-left: 20px;">15.3 New Employee Pay ..... 14</p> <p style="padding-left: 20px;">15.4 Pay Options ..... 14</p> <p style="padding-left: 20px;">15.5 Substitute Pay..... 15</p> <p style="padding-left: 20px;">15.6 Pay for Extended Year ..... 15</p> <p>16 CLASSIFICATION COMMITTEE ..... 15</p> <p style="padding-left: 20px;">16.1 Committee Composition..... 15</p> <p style="padding-left: 20px;">16.2 New Positions..... 15</p> <p style="padding-left: 20px;">16.3 Reclassification ..... 15</p> <p style="padding-left: 20px;">16.4 Committee Chairperson..... 16</p>
---	--

17	INSURANCE .....	16	23	DISCIPLINE AND DISCHARGE.....	26
	17.1 Eligibility for Health Benefits....	16	23.1	Progression.....	26
	17.2 Cash in Lieu of Health Ins. ....	17	23.2	Just Cause .....	26
	17.3 Family Status Change .....	17	23.3	Union Representation .....	26
	17.4 Payroll Deductions.....	17	23.4	Time Limitations .....	27
	17.5 Section 125 Plan .....	18	24	EMPLOYER'S RIGHTS.....	27
	17.6 Open Enrollment Period .....	18	24.1	Employer's Rights.....	27
	17.7 LTD Co-pay.....	18	24.2	Instigation of Strike .....	27
	17.8 Option to Purchase Insurance ....	18	24.3	No Strike Clause.....	27
	17.9 Option to Purchase Life Ins. ....	18	24.4	No Lock Out Provision.....	28
	17.10 No Double Coverage/ Dual Choice.....	19	25	ASSOCIATION RIGHTS.....	28
18	TRANSPORTATION .....	21	25.1	Use of School Facilities.....	28
19	GRIEVANCE PROCEDURE .....	21	25.2	Use of School Mail System .....	28
	19.1 Procedures Excluding Termination.....	21	25.3	Union Representatives .....	28
	19.2 Time Limits.....	22	25.4	Use of School Equipment.....	28
	19.3 Definition of Work Days .....	22	25.5	Information Provided by Employer .....	28
20	RETIREMENT.....	23	25.6	New Employee Information.....	29
	20.1 Definition of Retirement .....	23	25.7	Bulletin Board .....	29
	20.2 Retirement Grant.....	23	26	GENERAL QUALIFICATIONS .....	29
21	SENIORITY.....	23	27	ASSOCIATION RELEASE TIME .....	29
	21.1 Probationary Period .....	23	28	DURATION.....	29
	21.2 Definition of Seniority Date.....	23		LETTERS OF UNDERSTANDING	
	21.3 Definition of Seniority .....	23		National Health Care Program .....	30
	21.4 Effect of Leaves and Layoffs .....	24		Non-Smoking Provision .....	30
	21.5 Employment While on Leave .....	24			
	21.6 Loss of Seniority.....	24			
22	REDUCTION IN FORCE.....	24			
	22.1 Authority to Reduce.....	24			
	22.2 Job Qualifications .....	24			
	22.3 Voluntary Layoff or Reassignment Procedure.....	24			
	22.4 Voluntary Layoff Prohibition.....	25			
	22.5 Bumped Employees .....	25			
	22.6 Recall Classification Reinstatement.....	25			
	22.7 Time Limitation on Recall .....	25			
	22.8 Advanced Notice of Pending Reduction in Force.....	26			

## **A G R E E M E N T**

This Agreement entered into the 27th day of July, 2011, by and between the Board of Education of the Van Buren Public School District, Belleville, Michigan, hereinafter called the "Employer," and the Van Buren Association of Educational Secretaries, MEA, NEA, hereinafter called the "Association."

### **ARTICLE 1** **PREAMBLE**

The Employer and the Association hereby affirm their mutual interest in the development of education programs of the highest quality, consistent with community resources, for the benefit of the students and the social community.

This Agreement is entered into in furtherance of the mutual desire of the Association and the Employer to develop and maintain an atmosphere of mutual respect and to provide effective channels of communication and to promote harmony between the Employer and the Association.

### **ARTICLE 2** **RECOGNITION**

#### **Section 1**     **Exclusions**

The Employer recognizes the Association as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours of employment, and other conditions of employment for all secretarial and office clerical employees in the bargaining unit with the following exclusions:

Secretary to the Superintendent of Schools  
Secretary to the Director of Instruction and Personnel  
Secretary to the Director of Business Affairs

#### **Section 2**     **Gender**

All employees represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "employees," and reference to female personnel shall include male personnel so employed.

#### **Section 3**     **Exclusive Agent**

During the term of this Agreement, the Employer agrees that it shall not enter into negotiations with any organization other than the Association concerning wages, hours of employment, and other conditions of employment for those persons covered by this Agreement.

**ARTICLE 3**  
**PERSONNEL FILE**

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

**ARTICLE 4**  
**AGENCY SHOP; DUES AND DEDUCTIONS**

**Section 1**      **Service Fee**

Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association/Union, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political – Ideological Expenditures" and the Administrative procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.4677; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in ten (10) equal installments, from September to June, on the second pay of each month from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, by the fifteenth (15<sup>th</sup>) day of the following month. Payroll deduction authorizations shall be submitted to the Employer's Business Office at least two (2) weeks in advance of the pay on which deductions are made.

**Section 2**      **Refusal to Pay Dues**

Pursuant to Chicago Employees Union v Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures". That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

**Section 3**      **Hearing Procedure**

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- (a.)    The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- (b.)    The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- (c.)    The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article III, but does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

**Section 4**      **Dues Deduction**

Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures, or other lawful procedures for revocation. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

**Section 5**      **Payroll Deduction Plans**

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for tax-deferred annuities, credit union, MEA -PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer.

**Section 6**      **Fee Charged to Non-members**

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

**ARTICLE 5**  
**HOURS OF WORK AND COMPENSATORY TIME**

**Section 1**     **Hours of Work**

A.     **Work Week**

The normal work week shall be 37-1/2 hours, Monday through Friday. The normal work day shall be seven and one-half (7 1/2) hours, excluding a one (1) hour or one-half (1/2) hour unpaid, uninterrupted lunch period. If an employee's lunch is interrupted due to job related reasons, she will be given equal time to complete her lunch period.

B.     **Standard Overtime**

An employee shall be offered the following options when required to work in excess of the normal work week, i.e. 37-1/2 hours in a seven (7) day period commencing at 12:01 a.m. Monday and ending at midnight the following Sunday:

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

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

Overtime for which the employee is to be provided compensatory time off shall be subject to advance approval of the employee's immediate supervisor.

C.     **Compensatory Time Off**

The Administration may reduce the length of an employee's normal work day(s) by an amount equal to overtime hours worked within the same workweek so as to avoid the necessity of incurring an overtime pay or compensatory time off obligation. (For example, if an employee should work nine and one-half (9.5) hours on Monday, he or she may be released two (2) hours early on Friday so that the total hours worked during the work week do not exceed 37.5 hours)

In reducing an employee's normal work day(s) as herein provided, the supervisor shall defer to the reasonable preference of the affected employee in the scheduling of reduced hours, to the extent it can be arranged without undue disruption to the office operations.

- D. Holiday Overtime  
Employees shall be paid double time for all hours they are required to work on a holiday.

**Section 2**     **Break Times**

All employees shall be allowed one 15 minute relief period in the morning and one 15 minute period in the afternoon. Break and lunch periods may be combined.

**Section 3**     **Administration Building Hours**

All Administration Building secretaries shall normally work from 8:00 a.m. to 4:30 p.m., Monday through Friday. Commencing the Monday after the school calendar is completed and ending the Friday before school reopens, all Administrative Building secretaries shall work the same hours of 7:30 a.m. to 3:30 p.m., with one-half (1/2) hour for lunch.

**Section 4**     **School Hours**

All School Building secretaries' hours of work may vary with the hours of the school day for their respective buildings and shall be determined by the Building Principal. The summer hours shall begin the week after the school calendar is completed and terminate the Friday before school reopens.

**ARTICLE 6**  
**ABSENCE**

**Section 1**     **Notification of Absence**

Notification of expected absence shall be given to the immediate administrator or his designated representative prior to normal starting time.

**Section 2**     **School Closing**

For the 2011 – 2012 school year, inclement weather/Act of God days will only be paid for the employees who actually report and work on that day. Employees who are told to stay home by the employer or otherwise do not report on such days may use vacation time to cover the time off (if they have vacation time available).

For the 2012 – 2013 school year, 3 inclement weather/Act of God days will be paid. If necessary, employees may use sick days to cover any additional inclement weather/Act of God days.

**Section 3**     **Conference Attendance**

Employees shall be permitted to attend either one fall or one spring county meeting for educational secretaries during the year. Attendance shall be voluntary and will be on a rotating basis and shall not exceed one-half the number of employees in the bargaining group in each academic year. If less than the authorized number of employees request to



attend a conference, an employee may attend both meetings. Requests to attend a county meeting shall be submitted to the Director of Personnel for his review and approval.

Up to three (3) employees shall be permitted to attend one state level and one national level meeting for educational secretaries per year. Attendance shall be voluntary and will be on a rotating basis. A committee of three (3), consisting of the President of the Association, one other officer in the Association and the Director of Personnel, shall be convened to make a selection if the number of applicants exceeds the number permitted to attend. Requests to attend state and national meetings shall be submitted to the Superintendent of Schools for his review and approval.

The Employer agrees to reimburse employees for all documented expenses incurred in attending county meetings, up to \$300.00 per employee for expenses incurred in attending state level meetings, and up to \$650.00 per employee for expenses incurred in attending national level meetings. Employees permitted to attend these meetings shall be given these days off with pay. Approved time off shall not be charged to the employee's accumulated leave time.

#### **Section 4**     **Jury Duty**

Employees shall suffer no loss in pay to perform jury duty. The Employer will pay the difference between the employee's compensation for jury duty and her normal straight time earnings for all hours the employee is unable to work by reason of her appearance for jury duty. An employee shall report for her regularly scheduled work at all times when her appearance for jury duty does not conflict with her assigned work hours.

#### **Section 5**     **Tuition Reimbursement**

Employees shall be reimbursed the tuition expense for courses taken to improve competency and skills on the job, provided that such courses have prior approval of the Superintendent or his designee, and are completed with passing grades. Tuition costs shall be reimbursed to the employee at the completion of the course by submitting the paid tuition bill and grade report to the Personnel Office.

#### **Section 6**     **Worker's Compensation**

- A. The Employer will inform the employees of on-the-job accident procedures to be followed if he/she is injured on the job.
- B. Any employee who is not able to report for duty for a period of up to seven (7) days in succession because of injuries resulting from any performance of employment duties shall not have his/her absence charged against accumulated sick leave, provided:
  - 1. That the injury occurred on school property and/or during an approved school activity;
  - 2. That upon written request, the employee submits a medical statement relative to the injury;

3. That the injury occurs during the performance of his/her work duties and not as the result of negligence or carelessness on the part of the employee; and,
  4. That the injury be verified by the building principal or other immediate supervisor and the Employer's clinic.
- C. Any employee who is absent because of an illness or injury compensable under the Michigan Workers Compensation Law, where such illness or injury extends beyond the required seven day waiting period, shall draw upon her/his accumulated sick leave for the first thirty days of absence in an amount which, when added to her/his workers compensation payment, does not exceed his/her regular take home pay at the time of illness or injury, exclusive of overtime and supplemental compensation.

The employee's sick leave balance shall be proportionally reduced by the amount of the workers compensation payment above provided. Employees who are overpaid may have the overpayment offset by a wage deduction equal to the overpayment.

## **ARTICLE 7** **SICK LEAVE**

### **Section 1**      **Leave Allowance**

All employees shall be allowed sick leave for illness at the following rates:

	Contract Days	Contract Days	Contract Days
<u>Employment Period:</u>	201, 206 & 211	216 & 221	261
Sick Days Earned:	10	11	12

### **Section 2**      **First Year Allowance**

During the first year of employment, an employee shall have only earned sick leave available for use. For example, after one calendar month's employment the employee shall have one day available, after two months of employment, two days, etc. If the employee is absent in excess of earned sick leave, a deduction shall be made from the employee's salary.

### **Section 3**      **Successive Allowance**

After the first year of employment, the employee shall be immediately eligible for sick leave amounting to her allotment for the current year, plus any days accumulated from the previous year.

**Section 4 Unlimited Accumulations**

Credit shall be given an employee at the end of the service year for the unused portion of her sick leave allowance. Accumulation of sick leave days is unlimited. The base date from which all such service accumulations shall begin is July 1 of each year.

**Section 5 Days to be Charged**

Only absences which occur on days when an employee would normally be expected to be on duty shall be charged against the employee's sick leave allowance.

**Section 6 Family Illness**

An employee's absence due to the illness of her spouse or children shall be deducted from accumulated sick leave with no maximum. A maximum of five (5) sick days per year shall be allowed in the case of illness involving the employee's parents, parents-in-law or grandparents.

**Section 7 Cost of Physicals**

Cost of physicals as requested by the Employer shall be paid for by the Employer.

**Section 8 Long-term Disability/Prorated Sick Days Upon Return**

An employee who qualifies for Long Term Disability may choose to use all or part of his/her sick days before going on LTD. When a member returns from leave he/she shall receive a prorated number of sick days based upon the number of days worked in the prior year.

**ARTICLE 8**  
**PERSONAL BUSINESS**

**Section 1 Allocation**

There shall be an annual allotment of two (2) days with pay, charged against sick leave, for the transaction of personal business. These two (2) days may be used without restriction.

**ARTICLE 9**  
**BEREAVEMENT LEAVE**

**Section 1 Allocation From Sick Leave**

An employee may use up to five (5) sick leave days for absence due to each death in the employee's immediate family. The immediate family shall include:

\*Spouse      Parents              Brother      Grandparents  
\*Children      Parents-in-law      Sister

For out-of-state funerals employees may use two additional days.

*\*The above limitation on use of sick leave days does not apply in the case of death of spouse or children.*

**Section 2**      **Death of Relative**

An employee may use up to three (3) sick leave days for absence due to each death of any other relative or relative by marriage. If an employee has exhausted her sick leave, she shall be given a maximum of three (3) days off without pay.

**Section 3**      **Other Deaths**

One (1) day with pay shall be allowed and charged against sick leave for the employee to attend the funeral of any other person. If an employee has exhausted her sick leave, she shall be given one (1) day off without pay.

**ARTICLE 10**

**LEAVE OF ABSENCE – PERSONAL ILLNESS/CHILD CARE**

**Section 1**      **Extended Personal Illness**

The Employer, or its designee, shall grant a leave of absence for a period not to exceed a maximum of one (1) year to an employee who is unable to perform her regular duties because of personal illness, provided written certification of illness is received from a physician. Approved leave shall end upon the employee being certified by a physician as being able to return to work, or one (1) year, whichever is lesser. The employee shall have the option of using, or not using, any sick/vacation, business days prior to beginning the approved leave.

Such leave of absence shall be without salary, increments, sick leave, vacation time and all other benefits with the following exception: the Employer agrees to continue premium payments on dental, vision and life insurance for a period not to exceed one (1) year.

**Section 2**      **Child Care Leave & Extension**

A child care leave of absence shall be granted upon the filing of an application with the Director of Personnel no later than 30 days prior to commencement of the leave. Exceptions to the notice requirement may be permitted where circumstances warrant. Said leaves of absence shall be for a maximum of one (1) year. These leaves may be extended for one (1) year with Employer approval. A child care leave shall be without salary increments, sick leave, vacation time and all other benefits.

**Section 3 Return Rights**

Upon returning from a leave of absence an employee shall be allowed to return to her same position, if it has not been eliminated or filled by a more senior employee. In the event the position in question has been eliminated or has been filled by a more senior employee, the returning employee shall be placed according to the Recall Procedure in Article XXIV.

**Section 4 Doctor's Authorization to Return**

In the event the Employer questions the physician's certification when the request is made to take a leave for personal illness or return from such a leave, the Employer may, at its own expense, require the employee to be examined by a physician of its own choice.

**Section 5 Notice of Return to Work**

When possible, an employee shall give the Personnel Office 30 days advance written notice of the date she expects to return to work from leave of absence, but in no event shall the employee provide less than three (3) days notice.

**Section 6 Sick Day Proration**

When a member returns from one of the above leaves she shall receive a prorated number of sick leave days based upon the number of days worked in the prior year.

**ARTICLE 11  
HOLIDAYS**

**Section 1 Paid Holidays**

The following days will be recognized and observed as paid holidays. To be eligible for paid holidays, employees must work or be on a paid day off (vacation day, personal business day, or sick leave) on the last scheduled work day before the holiday and the first scheduled work day following the holiday. Paid holidays are:

Labor Day	Christmas Day	Good Friday
Thanksgiving Day	Day before New Year's	Memorial Day
Day before Christmas	New Year's Day	Independence Day

**Section 2 Weekend Holidays**

Whenever any of the aforementioned holidays occur on Saturday, Friday shall be observed as the paid holiday. When it falls on a Sunday, Monday shall be observed as the paid holiday.

**ARTICLE 12**  
**VACATIONS**

<b><u>Section 1</u></b>	<b>Allocations</b>	201, <u>206</u>	<u>221</u>	<u>261</u>
	Sub A – 1 <sup>st</sup> year	0	0	5
	A. 2 <sup>nd</sup> – 5 <sup>th</sup> year	0	5	10
	B. 6 <sup>th</sup> year and beyond	5	10	20

Current employees shall receive the number of vacation days above, or 50% of the number of vacation days they received during the 2010 – 2011 school year, whichever is higher. With the 2012 – 2013 school year, 261 day secretaries will have 5 vacation days restored.

For employees hired after ratification of this agreement, only employees working 261 days shall be eligible for vacation. Per Memo of Understanding of 9/7/2011, vacation days may not be carried over from year to year.

Note: Credit for outside experience does not figure in the allocation or computation of vacation days.

**Section 2**      **Cashing in of Vacation**

261 day employees may take earned vacation days anytime between July 1 and June 30 and shall have the option of taking pay for any portion of unused vacation time in lieu of time off at the end of the fiscal year. All other employees shall be permitted to exercise one of the following options:

- A. Receive payment of one-half (1/2) of their earned vacation days with the first pay in December and the balance with the last pay in June.
- B. Receive payment of all their earned vacation days with the last pay in June.

**Section 3**      **When Terminating**

When an employee terminates her employment, she shall be entitled to receive payment for vacation earned up to the time of such termination.

**Section 4**      **Administration Building Christmas Break**

Secretaries in the administration building who work a 12 month schedule shall use paid vacation days on the days between Christmas and New Year's (excluding holidays) when the building is closed. Notwithstanding the above, data processing and payroll coordinators may be required to report to work between Christmas and New Year's.

**ARTICLE 13**  
**NOTICE OF TERMINATION OF EMPLOYMENT**

Any employee who leaves the employ of the Employer, shall give at least two (2) weeks' notice, in writing, to her immediate supervisor and the Superintendent.

**ARTICLE 14**  
**JOB OPENINGS OR CHANGES**

**Section 1**     **Job Postings**

Any regular full-time or part-time bargaining unit vacancy shall be posted in each building for a minimum of 10 work days during which time any employee may apply for said position. A copy of the posting will also be sent to the Union President. If a bargaining unit position is vacated at the end of the school year, every effort shall be made to post the position within 10 work days after the employee's written notice of termination has been received by the Employer. Notices of position vacancies shall be mailed to regular employees who are not on duty during the summer months. A position that is not filled within 60 days shall be reposted prior to the position being filled.

All secretarial/clerical employees who apply for a job opening within the bargaining unit shall be given the opportunity for an interview. The Employer reserves the right to consider an applicant's qualifications, merit, and ability when filling a position vacancy.

The position of Assistant to the Office Supervisor, if filled, shall be posted and copies given to each bargaining unit member in the administration building.

**Section 2**     **Service Year**

If the Employer should deem it necessary to change the "service year" of a given job, the employee(s) affected shall be given every consideration for a position vacancy with the same "service year" as the job in question.

**Section 3**     **Definition of "Vacancy"**

A vacancy shall be defined for purposes of this agreement as a position within the bargaining unit presently unfilled and which the employer is intent on filling and is currently seeking qualified candidates.

The vacant position shall be awarded to the more senior qualified applicant. If the district determines that a member applying for a vacancy within the bargaining unit is not qualified, it shall so state and give the reasons in writing.

**Section 4**     **New Positions**

In the event the Employer creates a new position, the Association shall have the right to request bargaining regarding the position.

## **Section 5      Involuntary Transfer**

In the event the District wishes to involuntarily transfer any employee from their assignment, it will first give the Association at least 5 work days' written notification except in the case of an emergency. The Association may request a conference to discuss the transfer.

# **ARTICLE 15** **CLASSIFICATIONS AND SALARIES**

## **Section 1      Classifications**

The classifications and salary grades for employees included in the bargaining unit shall be as follows:

### A. Classification I (C-I) - Administrative Coordinator

- Bookkeeper/Accountant 1
- Payroll Coordinator 1
- Accounts Payable Coordinator 1
- Employee Benefits Coordinator 1

- Secretary to Office Supervisor/Comp. Ed. Supervisor/Adult Ed Supervisor 1
- Secretary to Elementary Principal 5
- Secretary to Athletic Office 5
- Secretary to Vocational Education/Media Center 5
- Secretary to the Curriculum Supervisor 2

### B. Classification II (C-II) - Administrative Secretary

- Building and Grounds Secretary 1
- Communications Secretary 1
- Secretary to Sr. High Principal and Assistant Principal 2
- Secretary to Middle School Principal and Assistant Principal 2
- Secretary to High School Guidance Office 2
- Special Services Secretary-Position A 3
- Secretary to Compensatory Education Office 3

### C. Classification III (C-III) - Secretary Clerk

- Receptionist 1
- Child Accounting 5
- I.M.C. Clerk 5
- High School Media Center 6
- Middle School Media Center 6
- Community Education Receptionist/Clerk (one-half (1/2) time position) 6

#### **Notes:**

<sup>1</sup>261 day work year, less time off for paid vacations, holidays and other purposes as provided in this Agreement.

<sup>2</sup>221 day work year, less time off for holidays and other purposes as provided in this Agreement, with the exception of paid vacation for which the employee shall receive payment but no time off.

<sup>3</sup>216 day work year, less time off for holidays and other purposes as provided in this Agreement, with the exception of paid vacation for which the employee shall receive payment but no time off.

<sup>4</sup>211 day work year, less time off for holidays and other purposes as provided in this Agreement, with the exception of paid vacation for which the employee shall receive payment but no time off.

<sup>5</sup>206 day work year, less time off for holidays and other purposes as provided in this Agreement, with the exception of paid vacation for which the employee shall receive payment but no time off.

<sup>6</sup>201 day work year, less time off for holidays and other purposes as provided in this Agreement, with the exception of paid vacation for which the employee shall receive payment but no time off.

<sup>7</sup>The District shall have the option to reduce the number of days worked before or after the school year by no more than 10 days.



**Section 2      Salary Schedules 2011-2013**

Salary schedules for the period extending from July 1, 2011, through and including June 30, 2013, for employees in the classifications referenced in Section 1 above shall be as follows:

**2011-2013 Salary Schedule (0% increase)**

	Class I	Class II	Class III	15-Hour Class III
Starting	13.30	12.25	11.35	10.98
1	14.08	12.87	12.03	11.61
2	14.92	13.71	12.87	12.35
3	15.50	14.45	13.56	13.03
4	16.45	15.08	14.24	13.76
5	17.13	15.87	14.92	14.45
6	17.81	16.66	15.71	15.13
7	18.76	17.28	16.50	15.92
8	19.76	18.33	17.39	16.76
9	21.38	19.96	18.91	18.18
10	21.71	20.28	19.18	18.44

**Section 3      New Employee Pay**

All new employees shall be paid the Starting hourly rate during their probationary period. If an employee has no secretarial experience prior to her hire, at the end of her probationary period she shall continue at the Starting hourly rate until the July 1 next following the completion of her probationary period, at which time she shall advance to Step 1. Each July 1 thereafter the employee shall advance one step on the salary schedule.

If the new employee had outside secretarial experience prior to her hire, at the end of her probationary period she shall receive one-half (1/2) credit for all such experience and be placed on the appropriate step of the salary schedule (not to exceed Step 5). Each July 1 thereafter the employee shall advance one step on the salary schedule.

The Employer may waive or reduce the probationary period for new employees who have had prior work experience with the Employer.

**Section 4      Pay Options**

Regular employees who work less than a twelve (12) month year shall have the option of receiving their pay spread over 26 pay periods. On or before August 1 of each year,

employees shall specify which pay option they prefer on a form provided by payroll. The pay option selected by the employee shall not be changed until the subsequent school year.

**Section 5      Substitute Pay**

Substitute employees, i.e., those employees temporarily replacing a regular employee or filling a position for a short period of time, shall be paid at the rate of the first step for the classification to which they are assigned. A substitute employee filling the same position for more than 20 consecutive work days will be paid an additional fifty cents (\$.50) per hour, retroactive to the first day worked in that position. This payment continues as long as the substitute continues to work consecutive work days on any job following the twenty day qualifying assignment. The carry over privilege ceases when there is a break in the continuity of work of two or more days.

**Section 6.      Pay for Extended Year**

Employees who work in excess of the contract days referenced in Section 1 above shall be paid on their appropriate step for the classification in which they are employed but shall not be eligible for any benefits, other than holiday pay, during their extended employment, over and above those benefits they would have otherwise received had their employment not been extended.

**ARTICLE 16**  
**CLASSIFICATION COMMITTEE**

**Section 1      Committee Composition**

The Classification Committee shall consist of six (6) members; three (3) to be appointed by the Association and three (3) to be appointed by the Superintendent of Schools, or his designee.

NOTE:    A minimum of five (5) committee members must be present for a meeting.

**Section 2      New Positions**

The committee shall be consulted prior to the classification of a new position.

**Section 3      Reclassification**

The committee shall hear petitions for reclassification of existing positions, provided the following steps are completed:

- A. Completion of the application for reclassification and/or classification (to be obtained from the Personnel Office).
- B. Comments and counter-signature of immediate supervisor.



	Alcohol/Drug – 2 Year Limitation Mental/Nervous – 2 Year Limitation Family Social Security Offset Maternity Coverage, Rehabil. Benefits	COLA – No Education Supplement Program – No 2 Year Own Occupation Freeze on Offsets – Yes
Negotiated Life:	\$30,000 with \$30,000 AD&D \$15,000 Optional Life	
Delta Dental:	80/80/80: 800 or 50/50/50: 800 (\$1,000 Maximum Class I, II, & III) Cleanings: 2 Plan year is July to July	
Vision:	VSP- 2 Plan year is July to July	

**Plan B – For bargaining unit members not electing MESSA health insurance**

Negotiated Long Term Disability:	66 2/3% Max. Mon. Salary \$4,500 \$3,000 Maximum Monthly Benefit 30 Calendar Days Straight Wait Alcohol/Drug – 2 year limitation Mental/Nervous – 2 year limitation Family Social Security Offset Maternity Coverage, Rehabil. Benefits	5% Minimum Payout Survivor Income Benefit – No Pre-Existing Condition Waiver – Yes COLA – No Education Supplement Program – No 2 Year Own Occupation Freeze on Offsets – Yes
Negotiated Life:	\$35,000 with #35,000 AD&D	
Delta Dental:	80/80/80: 800 or 50/50/50: 800 (\$1,000 Maximum Class I, II & III) Cleanings: 2 Plan year is July to July	
Vision:	VSP – 2 Plan year is July to July	

**Section 2 Cash in Lieu of Health Insurance**

Eligible bargaining unit members who do not elect MESSA PAK Choices PPO will select MESSA Plan B plus receive \$750 cash, one-half of which shall be paid out in December and one-half shall be paid out in June, either in cash or to a TSA of the member’s choice. Employees eligible for the cash in lieu of health insurance who terminate employment shall receive a pro-rated amount based on number of work days in the employee’s standard work year.

**Section 3 Family Status Change; Switching from Cash to Health Insurance**

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

**Section 4 Payroll Deductions**

Employees may use payroll deductions to participate in programs as may from time to time be approved for payroll deductions by the Employer.

## **Section 5 Section 125 Plan**

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

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

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

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

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

All regular employees working 30 or more hours per week will be eligible for a \$160 employer contribution to a flexible spending account.

## **Section 6 Open Enrollment Period**

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

## **Section 7 LTD Co-Pay**

Each regular full-time employee who receives the LTD benefits specified in this article shall pay seven dollars per month for twelve months through payroll deduction.

## **Section 8 Option to Purchase Insurance**

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

## **Section 9 Option to Purchase Life Insurance**

All bargaining unit members may buy additional term life insurance at his/her own cost at a level provided by the carrier, with payment made through payroll deduction.

## **Section 10 No Double Coverage/Dual Choice**

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

1. The employee and his/her spouse may carry separate hospital-medical insurance policies, provided that no dual insurance coverage shall ensue from such insurance for the employee, his/her spouse, and any members of his/her family including children.
  - a. The employee may select single subscriber hospital-medical insurance coverage, paid by the Board, with the spouse electing single subscriber coverage from his/her employer in instances of the husband-wife family unit with no children or dependents. This does not apply to a husband and wife within Van Buren Public Schools.
  - b. The employee may select single subscriber hospital-medical insurance coverage paid by the Board, if the spouse covers himself/herself and a dependent child (two person coverage) under another employer's hospital-medical insurance program in the instances of a husband-wife-dependent family unit.
  - c. The employee may select single subscriber hospital-medical insurance coverage paid by the Board if his/her spouse covers himself/herself and two or more dependents under his/her hospital-medical insurance program paid for by another employer in instances of a husband-wife two or more dependent family unit.
  - d. The employee may select two-person hospital-medical insurance coverage paid by the Board covering the employee and dependent in instances of an employee-spouse-dependent family unit, if the spouse selects single subscriber hospital-medical insurance coverage paid for by another employer.
  - e. The employee may select full family hospital-medical insurance coverage paid for by the Board in instances of an employee-spouse-two or more dependent family unit, if the spouse is covered as a single subscriber under an employer paid hospital-medical insurance program.
2. The following shall not be considered an employer paid hospital-medical insurance plan for purposes of no dual coverage:
  - a. If the individual is covered by a corporate plan which becomes insolvent, the employee is eligible for coverage.
  - b. Hospital-medical insurance coverage provided by another employer, but whose premiums are paid by the employee's spouse in the amount of 50%.
  - c. Hospital-medical insurance coverage dictated by legal decrees, such as divorce decrees, which require that the dependent's hospital-medical insurance be provided by the employee and/or his/her spouse resulting in dual insurance coverage.
  - d. Hospital-medical insurance that is mandated by another employer. In the event that a spouse's employer refuses to drop or reduce its hospital-medical insurance

coverage, the employee shall provide a letter from his/her spouse's employer as proof of refusal to drop or reduce its hospital-medical coverage. The district will pick up insurance for the employee and dependent children. Van Buren has the option of pursuing such cases with the spouse's employer.

- e. Requests for dependent coverage change which do not fall within the spouse's insurance open enrollment window period. Dual hospital-medical insurance coverage shall be allowed temporarily for the employee, spouse, and his/her dependents, if the request for dependent coverage change does not fall within the spouse's insurance open enrollment window period. Such dual coverage shall be extended until the effective date following the next open enrollment period.
  - f. Waivers of hospital-medical coverage that would also waive vision, dental or life insurance benefits. When a waiver of health care coverage would also have the effect of waiving vision, dental or life insurance benefits under another employer's health care plan, then the employee may be allowed double coverage.
  - g. Limited health insurance plans mandated by statute. An individual receiving health benefits through the U. S. Government or Veteran's Administration, for example, which are limited to a specific condition or may be limited benefits for all conditions, the individual would be eligible for Van Buren health insurance.
  - h. Hospital-medical insurance coverage provided under a pension or retirement plan where the coverage is mandatory.
- 3. An annual survey will be distributed by the Board to all employees carrying Board-paid hospital-medical insurance for the purpose of updating eligible dependents. This will be sent out along with the MESSA application in the fall of each year. The employee must complete and return the survey and MESSA application within thirty days of the material being mailed.
  - 4. If the school district finds an employee who is receiving dual insurance coverage the school employee must take immediate action to eliminate the dual coverage. Upon notification the employee must furnish the school district with evidence of corrective action. If no corrective action is taken within two weeks the Van Buren employee's health insurance will be terminated.

In addition to the remedy specified above (termination of health insurance coverage) the school district will pursue any instance of fraudulent reporting or misrepresentation of hospitalization coverage and it will result in the school district recovering from the employee any premiums paid by the school district on the employee's behalf.

- 5. Hospital-medical coverage shall be allowed for the employee's over-age (SPONSORED) dependents when spouse's policy does not provide for said coverage.

**ARTICLE 18**  
**TRANSPORTATION AND OTHER EXPENSES**

Employees shall be reimbursed for mileage at the current IRS rate per mile when authorized to use their personal vehicle for school use. The District shall bear the expenses for any required fingerprinting of an employee after initial employment.

**ARTICLE 19**  
**GRIEVANCE PROCEDURE**

**Section 1**     **Procedures Excluding Termination**

Any employee considering herself aggrieved by a violation, misinterpretation or misapplication of this Agreement, shall, within twenty (20) work days of the occurrence of the event giving rise to the grievance, request a meeting with her principal or immediate supervisor to discuss and make an effort to resolve the grievance. (A grievance regarding an action by a Central Office Administrator may begin at Step 2.) If the grievance is not settled, the employee shall, within 30 work days of the occurrence of the event that gave rise to the grievance, file a written grievance with the Association and the grievant's immediate supervisor or administrator. The grievance shall be handled as follows:

Step 1

Within five (5) work days of receipt of the written grievance, the Association and supervisor or administrator shall schedule a meeting and attempt to resolve the grievance. The immediate supervisor shall, within three (3) work days following the meeting, render a written decision. A copy of this decision shall be forwarded to the grievant (s) and the Association.

Step 2

If a satisfactory resolution of the grievance is not reached at Step 1, the Association shall, within five (5) work days of receipt of the decision at Step 1, submit the grievance to the Director of Personnel. The Director of Personnel and the Association shall schedule a meeting within five (5) work days and attempt to resolve the grievance. The Director of Personnel shall, within ten (10) work days following the meeting, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

Step 3

If the Association does not agree with the Director of Personnel's disposition of the grievance, the Association may submit the grievance to final and binding arbitration subject to the following terms and conditions:

- A. No later than ten (10) work days following receipt of the Director of Personnel's answer, the Association shall provide written notice to the Director of Personnel of



its desire to submit the grievance to arbitration. If the parties cannot agree on the selection of an arbitrator within 10 work days following the Association's notice of intent to arbitrate, the Association shall, within 20 work days of the Director of Personnel's answer, file a Demand for Arbitration with the American Arbitration Association, a copy of which shall be concurrently filed with the Director of Personnel. Selection of the arbitrator shall be in accordance with the rules and regulations of the American Arbitration Association.

- B. If the grievance is not submitted to arbitration in accordance with the procedure and time limitations herein provided, the Director of Personnel's disposition of the matter shall be considered final and binding on the Association and employee(s) involved.
- C. The arbitrator shall have no power to alter, add to or to subtract from the terms of this Agreement, nor shall he substitute his discretion for that of the Employer where such discretion has been retained by the Employer, nor shall he exercise any responsibility or function of the Employer. The arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be binding upon the Employer, the Association, and the employees involved.
- D. The fees and approved expenses of the arbitrator shall be shared by the Association and Employer equally. The Employer and the Association shall be responsible for compensating their own representatives and witnesses.
- E. Regardless of how the arbitrator is selected, the arbitrator shall convene and conduct the hearing, render her award, and otherwise conduct the arbitration in accordance with Voluntary Labor Arbitration Rules of the American Arbitration Association through its conventional process.
- F. No employee or group of employees, other than the Association, shall have the right to initiate an arbitration proceeding hereunder.

## **Section 2      Time Limits**

Unless extended by mutual consent of the parties, the time limits specified herein shall be the maximum time allowed. Failure to comply with the time limits on the part of any administrative agent of the Employer shall permit the grievance to proceed to the next step. If a grievance is not initiated within the time limits specified herein or if a grievance is not appealed within the time limits specified herein, further processing of the grievance shall be barred and the grievance shall be considered either to have been settled in accordance with the last administrative disposition made by the Employer or to have been abandoned with the same effect as if it had been settled by the Employer's last disposition.

## **Section 3      Definition of Work Days**

The term "work days" when used in this Article shall refer to work days that are regularly scheduled during the work year for an employee who files a grievance.

## **ARTICLE 20** **RETIREMENT**

### **Section 1**      **Definition of Retirement**

Retirement of all employees shall be governed by the Michigan Public School Employees Retirement System.

### **Section 2**      **Retirement Grant**

Upon either an employee's death while in the employment of Van Buren Public Schools or upon retirement under the Michigan Public Schools Employee Retirement System and having fifteen (15) years of service with the Employer, the member of the bargaining unit shall receive a one-time retirement grant. The retiree shall be paid at a rate of \$15.00 per unused accumulated sick days up to a maximum of \$1,125.00.

## **ARTICLE 21** **SENIORITY**

### **Section 1**      **Probationary Period**

New employees shall begin their probationary period as of the starting date approved by the Employer. The probationary period shall cover 90 calendar days of employment and shall be extended by the amount of any intervening summer break and any paid or unpaid days of absence in excess of three (3).

### **Section 2**      **Definition of Seniority Date**

During the probationary period, the employee may be discharged without grievance at the discretion of the Employer. When an employee finishes the probationary period, she shall be placed on the seniority list as of the starting date approved by the Employer.

### **Section 3**      **Definition of Seniority**

Seniority shall be defined as the length of service with the Employer as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day.

In the event more than one employee has the same first day of work, the placement of such employees on the seniority list will be determined by a drawing of lots participated in by all affected bargaining unit members. The notice of the drawing, including date, place and time, will be provided in writing to the Association and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend and be carried out as soon as possible. The President of the Association or her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within 48 hours of the drawing.

**Section 4**      **Effect of Leaves and Layoffs**

Seniority shall continue to accumulate during leaves of absence and during periods of lay off. Current seniority dates shall be frozen as of the ratification date of this agreement.

**Section 5**      **Employment While on Leave**

In the event an employee is found working on a full-time job during a leave of absence, the employee shall be considered to have immediately resigned her employment.

**Section 6**      **Loss of Seniority**

Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement, transfer to a non-bargaining unit position, failure to accept recall according to contract guidelines, failure to return from an authorized leave of absence without permission or a reasonable excuse, or is absent for seven (7) calendar days without notice, permission, or a reasonable excuse.

**ARTICLE 22**  
**REDUCTION IN FORCE**

**Section 1**      **Authority to Reduce**

The Employer reserves the right to reduce the work force provided such actions do not conflict with the terms of this Agreement.

**Section 2**      **Job Qualifications**

When there is a reduction in the work force, employees so affected shall be displaced or laid off in accordance with Section 3 of this article; provided, however, that in order to displace another employee the bumping employee must be qualified to perform the work.

**Section 3**      **Voluntary Layoff or Reassignment Procedure**

The employee whose position is being eliminated or who is being displaced shall be reassigned to a vacancy in her classification or, at her option, be placed in a vacant position in a lower classification. If there are no vacancies at the same or lower job classification, the employee may elect a voluntary layoff. If the displaced employee does not qualify for, or elect one of the options herein provided, said employee shall be reassigned or laid off in accordance with the following procedure:

- A.      The displaced employee shall be assigned to a position vacated through voluntary layoff of another employee occupying a position in the same classification.

- B. The displaced employee shall bump into the position held by the least senior person in the same classification in her building or, if such a position does not exist, bump into the position held by the least senior person in the same job classification in the bargaining unit.
- C. The displaced employee shall be placed in a vacancy in the next lower classification.
- D. If no vacancy exists, the displaced employee shall bump the least senior employee in the next lower classification where there is a less senior employee.
- E. Be placed on layoff.

**Section 4 Voluntary Layoff Prohibition**

Employees in positions at a classification level higher than that held by the displaced employee shall not be permitted to elect a voluntary layoff.

**Section 5 Bumped Employees**

Once a position is claimed by the displaced person whose job has been eliminated, the next displaced employee shall continue with the bumping procedure outlined in Section 3 above.

**Section 6 Recall Classification Reinstatement**

In the event of recall, an employee who was formerly displaced to a lower classification shall be returned to her former classification prior to the placement of an employee on layoff. Thereafter, the most senior employee on layoff shall be recalled to a position vacancy in a classification equal to or lower than the classification last held prior to her layoff or any preceding displacement, and for which she possesses the necessary qualifications and abilities. If there is more than one vacancy for which an employee is eligible, the most senior employee subject to recall shall be offered a choice as to the position to which she shall be recalled. An employee may decline recall to a job that requires her to work less hours per day than the position held prior to layoff without waiving any recall rights under this Article.

**Section 7 Time Limitation on Recall**

The recall period shall expire when the employee is returned to the classification from which she was originally displaced or when the duration of the displacement or layoff exceeds the amount of seniority which was earned by the employee prior to the layoff, or 12 months, whichever is later.

Notice of recall shall be sent to the employee at her last known address by registered mail with a return receipt requested. If an employee declines a position to which she is recalled or fails to report to work within 10 working days from the date she receives notice of recall, she shall be considered to have voluntarily terminated her employment with the Employer unless time to return is extended by mutual agreement between the Association and the Employer.

**Section 8      **Advanced Notice of Pending Reduction in Force****

The Association and affected employee shall receive advance notice of any reduction in force affecting bargaining unit members. The Employer shall give 30 days written notice of the reduction in force to the Association in normal situations to allow it an opportunity to meet with the Employer (or its representative(s)) to discuss the circumstances of the reduction and to discuss alternatives. The Employer shall give a two (2) week written notice of the reduction in force in emergency situations. In the event of a strike by another school district bargaining unit, the Employer may, upon 24 hours notice to the Association, implement the reduction in force provisions of this Article.

*NOTE: 10 and 12 month positions are treated as equal for the purposes of this Article. Persons who volunteer for voluntary layoff shall be recalled according to the procedures in Sections 6 and 7.*

**ARTICLE 23**  
**DISCIPLINE AND DISCHARGE**

**Section 1      **Progression****

Disciplinary action or measures shall include the following:

- A. Oral Reprimand
- B. Written Reprimand
- C. Written Suspension
- D. Written Discharge Notice

Notwithstanding the foregoing, in cases of serious violation the Employer may immediately suspend an employee and schedule a meeting with the Association to consider disciplinary action up to and including dismissal where circumstances warrant.

**Section 2      **Just Cause****

The intent of oral reprimand is to alleviate concern(s) or problem(s) with respect to the conduct or performance of an employee, not the harassment of an employee. No seniority employee shall be reprimanded orally or in writing, suspended, or discharged without just cause.

**Section 3      **Union Representation****

An employee shall be entitled to have a representative of the Association present during any meeting in which disciplinary action will be taken by the Employer. When a request for such representation is made, no action shall be taken until a representative of the Association has been given reasonable opportunity to be present. A representative's time away from her regular position shall not be charged against her.

**Section 4**      **Time Limitations**

In imposing any discipline on a current charge, the Employer shall not take into account any prior infraction resulting in a disciplinary penalty less than suspension which occurred more than three (3) years previously.

**ARTICLE 24**  
**EMPLOYER'S RIGHTS**

**Section 1**      **Employer's Rights**

- A. The Employer retains the sole right to manage and conduct its operations and to comply with its obligations in accordance with the laws of the State of Michigan, the Constitution of the State of Michigan and of the United States, subject only to the condition that it shall not do so in any manner which constitutes a violation of any express term of this Agreement.
- B. Without limiting to any extent the generality of the foregoing, solely for the purposes of illustration, the Employer shall have the right to decide the number and location of schools and other facilities, schedule of classes, services and programs to be offered, selection of machinery and equipment, and amount of supervision necessary.
- C. It is further recognized that the responsibility for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, promote or transfer, to determine the hours of work and the amount of overtime to be worked, to relieve employees from duty because of lack of work, financial constraints or for other legitimate reasons, is vested exclusively in the Employer subject to the provisions of this Agreement as herein set forth.
- D. The employer shall also have the right to promulgate at any time and to enforce any rules, policies and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the Employer so long as they are not inconsistent herewith.

**Section 2**      **Instigation of Strike**

During the term of this Agreement no employee shall either directly or indirectly take part in or cause or attempt to cause any strike of any sort whatsoever, either complete or partial, against the Employer; furthermore, employees shall not engage directly or indirectly in any stoppage of work. Following an order by the Employer to cease such alleged actions, any employee who engages in any such prohibited conduct shall be subject to discipline up to and including discharge.

**Section 3**      **No Strike Clause**

During the term of this Agreement the Association agrees that neither it nor any of its representatives or members shall directly or indirectly engage in or assist in any strike,

as defined by Section 1 of the Public Employment Relations Act. The Employer also agrees that during the period of this Agreement it will not directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

**Section 4**      **No Lock Out Provision**

The Employer agrees that it will not lock out any employee in the bargaining unit during the period of this Agreement or during any period during which a successor Agreement is being negotiated by the parties. An employee may not be ordered to cross a picket line established by any other labor or organization if such action could adversely affect her personal safety.

**ARTICLE 25**  
**ASSOCIATION RIGHTS**

**Section 1**      **Use of School Facilities**

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

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

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

**Section 3**      **Union Representatives**

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

**Section 4**      **Use of School Equipment**

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

**Section 5**      **Information Provided by Employer**

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

**Section 6      New Employee Information**

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

**Section 7      Bulletin Board**

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

**ARTICLE 26**  
**GENERAL QUALIFICATIONS**

The Employer agrees that neither it nor any of its representatives shall discriminate against any employee by reason of race, creed, religion, national origin, age, sex, marital status, political activities, or membership or participation in the lawful activities of the Association.

**ARTICLE 27**  
**ASSOCIATION RELEASE TIME**

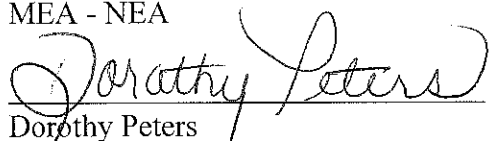
The Employer agrees to permit a total of three (3) days per school year (September-August) to be used by Officers and Stewards of the Association for Association business. Such days shall not accumulate from year-to-year. The Association shall be required to provide the Superintendent of Schools, or his designee, with 24 hours advance written notice of its desire to use a day. Such notice shall state the reason for the request. Additional days may be granted at the discretion of the Superintendent.

**ARTICLE 28**  
**DURATION**

This Agreement is made this 27th day of, 2011, by and between the Van Buren Public Schools and the Van Buren Association of Educational Secretaries, MEA, NEA, and shall remain in effect until June 30, 2013.

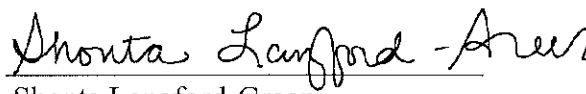
IN WITNESS thereof the parties hereto have executed this Agreement by their duly authorized representatives on the day and year as written above.

Van Buren Association of  
Educational Secretaries  
MEA - NEA



Dorothy Peters  
President

Van Buren Public Schools



Shonta Langford-Green,  
Director of Human Resources



## LETTER OF UNDERSTANDING

### National Health Care Program

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

## MEMORANDUM OF AGREEMENT

### Non-Smoking Provision Public Act 459

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

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

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

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

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

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

If there is a repeat violation of the smoking ban while in the smoking cessation program, the discipline will be imposed.