

**TENATIVE AGREEMENT BETWEEN
VAN BUREN PUBLIC SCHOOLS
AND
VAN BUREN EDUCATIONAL SUPPORT TEAM ASSOCIATION**

Three (3) year Contract (2013-2016) with an economic re-opener for 2014-2015, 2015-2016

**ARTICLE 14
PAID LEAVES**

Section 1

- C. After ~~four~~ **three** consecutive days of leave due to illness the Employer may request, and the employee shall provide to the Personnel Office, a doctor's statement certifying the reason/s for the employee's absence and his/her ability to return to work. Failure to do so may result in loss of pay for all days the employee has not worked.

Section 2. Sick Leave

- A. Bargaining unit members shall be granted one (1) sick leave day per month. It shall be credited on the first day of each month.

- Special Provision: Twelve-month Continuous Term Employees

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

- C. Accumulation of sick leave days shall be unlimited.

~~E. Special Provisions: — Transportation~~

- ~~• Transportation employees may choose to be compensated for unused sick time at the end of each contract year (June 20). The employee will choose how many unused sick days/hours will be added to his/her sick leave accumulation and how many he/she will be compensated for.~~

Section 1

F. The use of more than six (6) sick days without being certified by a healthcare provider (doctors note), in any fiscal year (if available), shall be subject to the following procedure:

- 7th day - written warning
- 8th day – 1 day unpaid suspension
- 9th day – 5 days unpaid suspension
- 10th day – termination

All absences (except those taken under an approved FMLA leave, for personal business, workers compensation or otherwise certified by a healthcare provider) from the employees sick bank shall be included in the first six (6) days. Beginning with the 7th day without the noted exceptions, employees will be subject to the above progressive discipline. Falsification of said certification shall result in immediate dismissal.

**ARTICLE 17
VACATION**

Section 2.

The following schedule shall apply for vacation time:

- Following probation, during the remaining months of the employee’s initial year up to June 30, one-half day per month.
- Second year12 days
- Third year through the fifth full year of employment.....14 days
- Sixth year through the tenth full year of employment17 days
- Eleventh year through the fifteenth full year of employment.....~~22~~ 20 days
- ~~Sixteenth through the twentieth full year of employment24 days~~ 20 days
- ~~Twenty first and all additional years of full employment26 days~~ 20 days

**ARTICLE 28
MEDICALLY FRAGILE STUDENTS**

The district acknowledges that it has and will continue to provide appropriate insurance, training, and equipment for employees working with medically fragile/**special needs** students.

**ARTICLE 29
HEALTH INSURANCE BENEFITS**

Insurance to remain the same

**Article 30
Wage Schedule**

6.4 Salary Schedule for 2013-14

- 6.4.1 2013-2014 Salary Schedule (Appendix C)
The 2013-2014 salary schedule shall remain the same as 2012-2013.
- 6.4.2 For the 2013 – 2014 school year, there will be a 3% off schedule salary reduction. This pay reduction will continue for the following school years (2014-2015, 2015-2016), subject to negotiation, with the understanding that the District shall reduce the percentage as the District's financial condition improves.

Paraprofessional Employees Only

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

**ARTICLE 42
REDUCTION IN FORCE**

Section 2. Layoff Procedure

Any seniority employee whose position has been eliminated or who is bumped out of his position will be placed in a vacant position in the same classification and pay grade, **for which he/she is qualified; he/she will have a 90 day probationary period to prove qualified aptitude.** If no such vacancy exists, the employee whose position has been eliminated or the employee who has been

bumped out of position shall use his seniority to bump into the position occupied by the least senior person in the same classification and pay grade.

ARTICLE 60
SENIORITY WITHIN THE TRANSPORTATION DIVISION

Section 1. Definition of Seniority

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

ARTICLE 63
BUS ROUTES

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

~~D. Kindergarten Middle~~

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

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

~~**E. Bid Relief Driver**~~

~~A "Bid Relief Driver" is a bus driver who fills vacancies occurring on a day-to-day basis caused by the absence of regular drivers.~~

~~The District may use substitutes in the four (4) bid positions designated as Bid Relief Drivers.~~

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

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

- ~~1. Kindergarten/Middle Bus Route Relief Driver.~~
- ~~2. Extra Work Driver per the Extra Work sheet.~~

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

H. Bidding Schedule

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

I. Middle Run Bidding

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

J. Bidding by Seniority

- A driver who is on a medical leave of absence at the time of the first bid will be permitted to bid if the driver's expected date of return is within 120 calendar days after the bid date. Until the driver returns from the leave of absence or the expiration of such 120 day period, whichever occurs first, the route or position will be filled by a ~~relief~~ or substitute driver. If the absent driver fails to return at the expiration of such leave or 120 day period, whichever occurs first, the driver shall lose the bid position, which shall then be re-bid as a permanent vacancy.
- A driver who goes on medical leave of absence during the school year and who returns from such leave during the same school year shall have the right to resume his/her bid route and any bid ~~kindergarten~~/middle route at the time the leave of absence was granted. During such leave, the vacant position will not be posted and may be filled by a ~~relief~~ or substitute driver. If the absent driver fails to return at the expiration of such leave or 120 day period, whichever occurs first, the driver shall lose the bid position, which shall then be re-bid as a permanent vacancy.

N. Bidding on Available Routes After Other Positions Are Bid

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

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

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

Section 15. Payment for Meals During Field Trips

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

**ARTICLE 87
VACANCIES, TRANSFERS AND PROMOTIONS**

- I. The first week in May of each year, the Employer shall post all positions it knows will be vacant and has determined it will fill upon the commencement of the next school year. Applications will be due within (2) two weeks of the Employer's posting of such position vacancies. Additional position vacancies will be posted and bidding will take place **on the 2nd Tuesday of August or on a mutually accepted date with Human Resources and the Union** prior to the start of the student's start of school.

Van Buren Public Schools

Van Buren Educational Support Team
Association
