

4056

8/31/99

CONTRACT

FOR

1996-97

through

1998-99

BETWEEN THE

VAN BUREN INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

VAN BUREN EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION

MEA-NEA

Van Buren Intermediate School District

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ARTICLE I

AGREEMENT

This Agreement is entered into effective September 1, 1996, by and between the Intermediate Board of Education of Van Buren County, Lawrence, Michigan, hereinafter called the "Employer" and the Van Buren Educational Support Personnel Association MEA-NEA, hereinafter called the "Union", through its local affiliate.

ARTICLE II

RECOGNITION

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

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

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

- B. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any said group or organization regarding those employees set forth in Section A of this Article.
- C. The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity on the Employer's time or premises.
- D. The general purpose of this Agreement is to set forth the wages, hours, working conditions and other conditions of employment.

ARTICLE III

MANAGEMENT RIGHTS

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

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

ARTICLE IV

CONTINUITY OF OPERATIONS

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

ARTICLE V

UNION RIGHTS AND SECURITY

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

ARTICLE VI

A. Agency Shop.

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

2. The procedure in all cases of discharge for violation of this Section shall be as follows:

- a. The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the employee that a request for discharge may be filed with the Employer in the event compliance is not effected.
- b. If the employee fails to comply, the Union may file charges, in writing, with the Employer and shall request termination of the employee's employment.
- c. The Employer, upon receipt of said charges and request for termination, shall immediately notify said employee that his/her services shall be discontinued at the end of ten (10) days. In the event of compliance at any time prior to discharge, charges shall be withdrawn.

B. Dues Deduction.

1. Upon written authorization from the employee, the Employer shall deduct from the wages of the employee, union dues or service fees. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.

2. Dues or service fee shall be deducted from the pay of each employee authorizing such deductions in ten (10) substantially equal monthly installments beginning with the first payroll in September. The Employer shall transmit within twenty (20) days the total deductions made, accompanied by an alphabetical list of employees from whom deductions have been made to such person as shall be designated by the Union in writing.

3. The Union will certify, at least annually to the Employer, fifteen (15) days prior to the date of the first payroll deduction for Union dues and service fees, the amount of said dues and fees.

ARTICLE VII

EMPLOYEE RIGHTS AND PROTECTION

A. Non-Discrimination.

1. Pursuant to the Michigan Employment Relations Act, the Employer hereby agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

2. The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee.

3. The Employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, place of residence, or handicap/disability.

B. Assaults.

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

C. Discipline.

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

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

D. Files and Records.

1. Employees shall, upon proper notification to the Superintendent, be permitted to review the contents of their personnel files.

2. Employees shall be given copies of all materials which are placed in their personnel files, except for credentials.

3. Any employee who disagrees with the information contained in his/her personnel file may submit a written statement explaining the employee's position. This statement shall not exceed five (5) 8 ½" X 11" sheets and shall be included whenever information is divulged to a third party.

4. When material to be placed in the file is inappropriate, or in error, the material will be corrected or expunged from the file, whichever is appropriate.

ARTICLE VIII

GRIEVANCE PROCEDURES

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

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

- Step 1. The grievant shall first discuss the alleged grievance with the immediate supervisor, either personally or accompanied by the Union Representative. Discussion shall take place within fourteen (14) calendar days following the alleged violation or within fourteen (14) calendar days following the time the grievant discovered the alleged violation.
- Step 2. If Step I fails to resolve the alleged grievance, the grievant either personally or accompanied by a Union Representative, shall discuss the alleged grievance with the grievant's Director. Discussion with the Director shall take place within seven (7) calendar days following the date of the discussion with the immediate Supervisor as specified in Step I. No individual grievance may be processed beyond Step 2.
- Step 3. If Step 2 fails to resolve the alleged grievance, the Union may reduce the alleged grievance to writing and file it with the appropriate Director. The written grievance must be filed with the Director no later than seven (7) calendar days following the date of the verbal discussion with the Director as specified in Step 2.

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

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

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

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

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

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

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

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

C. Rules Governing Arbitration.

1. The Board or the Union shall not be permitted to assert into such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party.
2. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
3. Both parties agree that the award of the arbitrator shall be binding and agree that judgment thereon may be entered in any court of competent jurisdiction.
4. The fees and expenses of the arbitrator shall be shared equally by the parties.

D. Time Limits. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, the Board shall use its best efforts to process such grievance prior to the end of the school year as soon thereafter as possible.

E. Any grievance arising prior to the expiration of this Agreement may be processed through the above grievance procedure until resolution.

ARTICLE IX

WORK DUTIES AND COMPENSATION

A. The employment schedule of each employee shall be as set forth in Schedule "A".

B. The basic compensation of each employee shall be as set forth in Schedule "B". There shall be no deviation from said compensation rates during the life of this Agreement.

C. The following conditions shall apply to all overtime work.

1. Time and one-half shall be paid for all time worked in excess of forty (40) hours in one (1) work week.

2. All hours worked or not worked but paid for on holidays shall be used for computing overtime.

D. The fringe benefits of each employee shall be set forth in Schedule "C".

E. Employees shall not normally be left in charge of students without teacher supervision. If a teacher is out of the classroom for a period of time, there would still be a teacher assigned within the building to assist if needs arise. Teachers will not be absent from the classroom for more than a one hour period.

ARTICLE X

SENIORITY

A. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by casting lots.

B. Part-time employees shall accrue seniority on a pro-rata basis.

C. Each employee's seniority date shall reflect his/her most recent date of district employment.

D. All employees shall be placed in one of the following classifications.

1. Maintenance Assistant and Custodian
2. Building Custodian and Grounds Maintenance
3. Assistant Vehicle/Building Maintenance
4. Teacher Aides
5. Bus Drivers
6. Bus Aides

E. All new employees shall be on probation for the first forty-five (45) days worked. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. Probationary employees shall have all the rights and benefits under this Agreement except probationary employees may be discharged for reasons sufficient to the Employer without access to the grievance procedure.

F. The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. The seniority list will reflect the hire date. A copy of the seniority list and subsequent revisions shall be furnished to the Union President.

G. Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Employer may be employed at other work on a job that is operated by the Employer and which he/she can do without regard to any seniority provisions in this Agreement.

H. Seniority shall be lost by an employee upon termination, resignation, retirement or transfer to a non-bargaining unit position.

ARTICLE XI

REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds or change in program.

B. No Employee shall be laid off pursuant to a necessary reduction in the work force unless said Employee shall have been notified of said layoff at least thirty (30) days prior to the effective date of the layoff.

C. In the event of a necessary reduction in work force, the Employer shall first lay off probationary employees within the same job classification, then the least senior employees, providing however, that there shall be qualified employees remaining to meet the requirements of the Employer. In no case shall a new employee be employed by the Employer while there are laid off employees who were employed within the same job classification who are qualified for a vacant or newly-created position.

D. A laid off employee shall have the right to utilize his/her district seniority in another classification to retain a position with the school, providing that he/she is qualified, as defined in Article XII,F. to perform the duties of the employee thus displaced and provided further that his/her removal from that classification in which he had seniority was not for cause.

E. A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off employees may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer for up one year. Such payments shall be made in accordance with the payment schedule of the Employer and subject to the terms and conditions of the carrier.

F. Employees shall be recalled to positions for which they have district qualifications in inverse order to their layoff date. (Most total seniority first.)

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

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

ARTICLE XII

VACANCIES, TRANSFERS, AND PROMOTIONS

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

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

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

Interested employees may apply in writing to the superintendent, or designee, within the five (5) day posting period.

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

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

C. After the expiration of the posting period the Employer may fill the position by transfer of an employee within the classification or by awarding the position to another applicant from within or outside the bargaining unit. In making the decision to award the position to an applicant, the Employer will consider the certification, job application, program of assignment, evaluations, disciplinary record, qualifications, skills, abilities and experience of the applicants, including the length of service with the Employer (if any) and other relevant factors. The applicant selected shall be notified of his/her

selection and the time and place to report to work. The decision of the Employer in filling the position shall be final.

D. If the individual awarded the vacancy is not a member of the bargaining unit at the time of application, he/she shall serve the probationary period under the conditions set forth in Article X, Paragraph D of this agreement).

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

1. Substitutes may be used to fill positions(s) previously occupied by the bargaining unit member on forty-five (45) work day trial.
2. Employee may be removed at any time during the forty-five (45) work day period for reasons specified by the Employer. This removal will be subject to the grievance procedure, with the exception of arbitration, Step 6.
3. Anytime during the forty-five (45) work day trial period, the employee will be transferred back to his/her previous position at the employee's request, upon at least five (5) work days prior notice to the Employer.
4. The employee eligible for the forty-five (45) work day trial period and the Employer may mutually agree, in writing, to waive all or any portion of the forty-five (45) work day trial period.

At the end of the forty-five (45) work day trial period, the employee may be returned to previous position for reasons sufficient to the Employer, and:

- a. The employee or UNION may not grieve.
- b. The employee will be given an interview where reasons for unsatisfactory performance will be identified.

An employee once rejected, during or at the conclusion of a trial period, from a position by the Employer in another classification or program within the same classification may apply for subsequent transfer(s) and may be granted the transfer on a trial basis. The administration will give additional consideration to allow the employee to be placed in a trial position when the employee will be assigned to a different supervisor than under the position for which he/she was rejected.

E. For purposes of this Article, the Teachers Aide classification is further broken down by "program" as follows:

Teachers Aides Programs

Autistic Impaired (AI)	Emotionally Impaired (EI)
Educable Mentally Impaired (EMI)	Trainable Mentally Impaired (TMI)
Severely Mentally Impaired/Severely Multiphysically Impaired (SMI/SXI)	
PrePrimary Impaired (PPI)	
Vocational Education by program	Work Experience
All Others	

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

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

G. ASSIGNMENT to 230 DAY BUS DRIVER AND BUS AIDE POSITIONS- Current drivers and aides will continue in these positions with future vacancies posted and assigned by District seniority from those who apply.

H. Employees shall not be placed on a lower step on the salary schedule or wage scale due to transfers within related job classifications.

For purposes of this section, related job classifications are:

- a. Bus Driver - Bus Aides
- b. Teachers Aides - All
- c. Custodial/Maintenance - All

When transfers/reassignments are made between nonrelated job classifications, credit for experience for placement on the salary schedule shall be awarded as follows:

- Five (5) through nine (9) years service with ISD - One (1) step
- Ten (10) or more years with the ISD - Two (2) steps

I. Any employee asked by a supervisor to temporarily assume the duties of another employee will be paid the rate for those duties. An employee's pay rate shall not be reduced by any temporary change in duties. Employee will be paid at the high rate of pay if the assignment is for five (5) or more days duration and will be

retroactive to the 1st day. Such assignment must be made in writing prior to the first day of assignment.

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

ARTICLE XIII

PAID LEAVES

A. Sick Leave.

1. Twelve (12) days of sick leave per school year will be granted to each employee except that two hundred sixty (260) day custodians and 230 day bus drivers, bus aides and teacher aides shall be granted sixteen (16) days. The absence must be necessary due to personal illness of the employee or serious illness of the employee's immediate family. Immediate family shall include present spouse, father, stepfather, mother, stepmother, children, stepchildren, grandchildren, mother-in-law, father-in-law, and other relatives living in the immediate household.

2. Unused sick leave days shall be allowed to accumulate to one hundred and twenty five (125) days.

3. A doctor's certificate may be required after two (2) consecutive days of absence.

4. A doctor's excuse may be requested for each "sick day" absence after an individual has accumulated, during any year, sick day absences equal to the annual sick leave awarded to individual employees in their assigned classifications.

B. Business Leave

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

2. Unused business days remaining at the end of the school year will be converted to sick days and added to the accumulated total of sick days for the employee.

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

For death of others residing in the immediate household, up to five (5) working days will be granted to attend the funeral. Days used will be subtracted from accumulated sick leave. Days subtracted under this provision will not be counted toward "Excessive Absenteeism" as defined in Schedule A, Item 6.

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

D. Jury Duty. Required jury duty by the employee will be excused, however, the Board of Education shall pay only the amount of salary that is equal to the difference between the regular employee's salary and the salary for the jury service.

E. Subpoenaed Court Appearance. Employees required to make appearances in court on behalf of citizens, other than members of their families, will be excused and paid the difference between their regular pay and what they receive in subpoena fees, with the following stipulations:

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

F. Association Release Days.

a. Upon appropriate notification including approval by an association officer from the VBIESP/VBCEA, a total of 4 association business days per contract year shall be granted for the purpose of an ESP participating in a bona fide association business. No association member will be allowed to use more than two (2) association days per contract year.

b. The association shall remit to the board an amount equal to the daily rate of pay of the employee released for such business.

ARTICLE XIV
UNPAID LEAVES

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

B. Maternity Leave.

1. The Board shall grant to any employee a leave of absence for the purpose of childbirth. Such leave shall commence when the employee is no longer able to adequately perform the duties to which she is regularly assigned and shall last after the termination of the pregnancy until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.

2. Maternity leave shall not exceed one calendar year beyond the termination of pregnancy; the duration of leave to be agreed upon between the employee and the Superintendent at the time of the request. Further extensions may be granted at the will of the Board. The employee shall be entitled to return any time during the period of leave upon the consent of the Board of Education. The employee, upon termination of leave, shall be assigned to the same or similar position

3. An employee adopting a child shall receive leave mutually agreed upon which shall commence upon the placement of the child in the adoptive parents' home. Such leave shall be limited to a maximum of one year; the duration of leave to be agreed upon between the employee and the Superintendent at the time of the request. Further extensions may be granted at the will of the Board. The employee shall be entitled to return anytime during the period of leave upon the consent of the Board of Education. The employee, upon termination of leave, shall be assigned to the same or similar position.

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

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

ARTICLE XV

GENERAL

A. Extent of Agreement. This Agreement supersedes and cancels all previous Agreements and past practices between the Employer and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

B. Savings Clause. If any article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

C. Negotiation Procedures. At least sixty (60) days prior to the expiration of this Agreement, the parties agree to open negotiation for a successor Agreement.

D. Safety and Health.

1. As a condition of employment, all employees must satisfactorily pass a pre-employment physical examination and, following employment, may thereafter be required to satisfactorily pass an annual physical examination given by a physician designated by the Employer. Employees may also be required to satisfactorily pass examinations for tuberculosis each three years. The aforementioned examinations shall be at the expense of the Employer.

2. Employees must immediately report to the supervisor all accidents or injuries sustained by students or themselves or in which the vehicle entrusted to them is involved. Employees shall be required to fill out report forms made available by the Employer.

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

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

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

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

SCHEDULE A

EMPLOYMENT SCHEDULE

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

- A. Custodial/Maintenance - 260 days
- B. Classroom Aides - Days of student instruction plus 3 days as follows:
 - 1. Orientation
 - 2. Inservice set by Administration
 - 3. Day after last student day
- C. Bus Drivers - number of scheduled days of student attendance
- D. Bus Aides - number of scheduled days of student attendance

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

- A. Custodial/Maintenance - 8 hours
- B. Classroom Aides - 7 hours
- C. Bus Drivers - 5 hours
- D. Bus Aides - 5 hours
- E. Substitutes - During years when bus aides are employed by VBISD, the Board shall provide bus aides on all runs during days of student attendance. The parties to the agreement shall attempt to provide substitute bus aides. "Attempt to provide substitute bus aides" shall be demonstrated by maintaining a list of at least eight (8) substitute bus aides, all of whom must be contacted (or contact attempted) before a decision is made to use alternate solutions. Alternate solutions may be the use of teacher aides, who have volunteered to be placed on an emergency list, or exchange aides between

runs based upon the children carried. If teacher's aides are used as substitute bus aides they shall be paid an hourly rate equal to the base hourly rate for bus aides.

3. Lunch and Breaks.

A. Custodial Maintenance

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

B. Classroom Aides

1. Each employee shall be entitled to a minimum one-half (1/2) hour duty free lunch period outside of the regularly scheduled working hours.
2. Each employee shall be entitled to a fifteen (15) minute paid break period in the morning and a fifteen (15) minute paid break period in the afternoon at times established by the administration.
3. Summer Work. All the terms and conditions of this Agreement shall apply to summer employees, except as indicated in the recognition clause. Preference for summer assignments in their regular job category shall be given to bargaining unit members, on the basis of total seniority, who have expressed a desire to work during the summer. Non-unit employees shall be assigned to summer work only when all eligible unit members have refused such work.
4. Inclement Weather.
 - A. On days when the Learning Center and/or Technical Center are closed to students, personnel assigned to the ISD office, Learning Center, and/or

Technical Center will report to work unless the radio announcement is made closing the Van Buren Intermediate Offices. This announcement will be broadcast over the following stations: WOOD, WKZO, WCSY, and WHFB. Personnel who are unable to report to work at the usual starting time shall notify their director or his designee at the earliest practical time.

1. Under the 180 day requirement the staff will:
 - a. Bangor Center Base. Follow the Snow Day policy of Bangor Public Schools with the exception that days lost in excess of two, will be made up at the end of the school year.
 - b. Technical Center and Learning Center. Make up days lost in excess of two at the end of the school year.

2. a. Custodial/Maintenance employees will report to work on "snow days" except for the first two (2) days currently called "grace days". Custodial/Maintenance personnel who report to work on these "grace days" and are requested to remain and assist with snow removal will receive early release time equal to the time worked on the grace day.
 - b. All shifts are to report at their normal time or as soon as possible.
 - c. Second shift employees may be requested to report early.
 - d. Employees who are unable to report to work because of inclement weather are expected to make up that time within the same pay period, or request and be charged for vacation time, or be docked pay for time not worked.
 - e. If the Maintenance Supervisor determines that the conditions are unsafe, employees will not be expected to report to work or will be released with no loss of time for the employee(s).

3. DEDUCTIONS OF PERSONAL BUSINESS DAYS AND SICK DAYS ON DAYS WHEN THE DISTRICT IS CLOSED DUE TO "SNOW DAYS"-- Under no circumstances will an employee be charged for an absence on a "snow day" or other "Acts of God Days". Should an employee make a decision that weather conditions are such that it is unsafe for them to travel to work, they may call the appropriate supervisor/staff and notify them of this decision. The employee will be charged a sick day in this situation. Personnel on an approved vacation day will be charged for the day as scheduled.

4. Bus Drivers and Bus Aides will not be required to attend meetings beyond normal working hours in excess of 1 hours duration per month.

5. Attendance. Regular attendance is an expected norm for all employees. Excessive absenteeism interferes with the functioning of the organization and as such may become just cause for termination. Excessive absenteeism is defined as absences during 2 consecutive years of the equivalent of 150% of the annual sick leave awarded to an individual in their assigned classification.

SCHEDULE B

BASIC COMPENSATION

1996-1997

Hired on or Prior to August 31, 1996

Steps	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>
	Maint. Asst. Custodians	Asst. Vehicle/Bldg. Maint Bldg. Custodians	Teacher's Assistants
0	19,197	21,137	63.86/day
1	19,556	21,536	67.04
2	20,415	21,927	70.43
3	20,724	22,293	73.68
4	21,038	22,687	76.92
5	21,351	23,085	80.21
6	21,670	23,488	83.45
7	21,996	23,898	86.74
8	22,325	24,317	89.76
9	22,660	24,740	93.26
10	23,000	25,175	96.51
11			99.77
12			103.01

Steps	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>
	Bus Drivers 5 Hour	Bus Assistants 5 Hour	Bus Drivers 6 Hour
0	52.91/day	47.07/day	63.51/day
1	54.52	48.49	65.43
2	56.10	49.90	67.31
3	57.65	51.30	69.16
4	59.31	52.69	71.16
10	60.81	53.99	72.66

SCHEDULE B

BASIC COMPENSATION

1997-1998

Hired on or Prior to August 31, 1996

	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>
Steps	Maint. Asst. Custodian	Asst. Vehicle/Bldg. Maint. Bldg. Custodians	Teachers Assistants
0	19,773	21,771	65.78/Day
1	20,142	22,182	69.05
2	21,027	22,584	72.54
3	21,345	22,962	75.89
4	21,669	23,367	79.23
5	21,991	23,778	82.61
6	22,320	24,193	85.95
7	22,656	24,615	89.34
8	22,995	25,047	92.46
9	23,340	25,482	96.05
10	23,690	25,931	99.41
11			102.76
12			106.10

	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>
Steps	Bus Drivers 5 Hour	Bus Assistants 5 Hour	Bus Drivers 6 Hour
0	54.50/day	48.48/day	65.42/day
1	56.15	49.95	67.39
2	57.79	51.40	69.33
3	59.38	52.84	71.24
4	61.09	54.28	73.30
10	62.59	55.58	74.80

SCHEDULE B

BASIC COMPENSATION

1998-1999

Hired on or Prior to August 31, 1996

Steps	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>
	Maint. Asst. Custodians	Asst. Vehicle/Bldg. Maint. Bldg. Custodians	Teachers Assistants
0	20,366	22,424	67.75/day
1	20,747	22,848	71.13
2	21,658	23,262	74.72
3	21,986	23,651	78.16
4	22,319	24,068	81.60
5	22,651	24,491	85.09
6	22,990	24,919	88.53
7	23,335	25,353	92.02
8	23,685	25,798	95.23
9	24,040	26,246	98.94
10	24,401	26,708	102.39
11			105.84
12			109.28

Steps	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>
	Bus Drivers 5 Hour	Bus Assistants 5 Hour	Bus Drivers 6 Hour
0	56.13/day	49.94/day	67.38/day
1	57.84	51.45	69.41
2	59.52	52.94	71.41
3	61.16	54.43	73.38
4	62.92	55.90	75.50
10	64.42	57.20	77.00

SCHEDULE B
BASIC COMPENSTION
1996-1997

Hired After August 31, 1996

Steps	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>
	Maint. Asst. Custodians	Asst. Vehicle/Bldg. Maint. Bldg. Custodians	Teachers Assistants
0	16,120	19,240	56.00/day
1	16,328	19,448	58.00
2	16,536	19,656	60.00
3	16,744	19,864	62.00
4	16,952	20,072	64.00
5	17,160	20,280	66.00
6	17,368	20,488	68.00
7	17,576	20,696	70.00
8	17,784	20,904	72.00
9	17,992	21,112	74.00
10	18,200	21,320	76.00
11			78.00
12			80.00

Steps	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>
	Bus Drivers 5 Hour	Bus Attendants 5 Hour	Bus Drivers 6 Hour
0	45.00/day	40.00/day	54.00/day
1	47.50	42.50	57.00
2	50.00	45.00	60.00
3	52.50	47.50	63.00
4	55.00	50.00	66.00
5	56.50	51.30	67.50

SCHEDULE B

BASIC COMPENSATION

1997-1998

Hired After August 31, 1996

Steps	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>
	Maint.Asst. Custodian	Asst.Vehicle/Bldg.Maint. Bldg. Custodian	Teachers Assistants
0	16,604	19,817	57.68/day
1	16,818	20,031	59.74
2	17,032	20,246	61.80
3	17,246	20,460	63.86
4	17,461	20,674	65.92
5	17,675	20,888	67.98
6	17,889	21,103	70.04
7	18,103	21,317	72.10
8	18,318	21,531	74.16
9	18,532	21,745	76.22
10	18,746	21,960	78.28
11			80.34
12			82.40

Steps	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>
	Bus Drivers 5 Hour	Bus Assistants 5 Hour	Bus Drivers 6 Hour
0	46.35/day	41.20/day	55.62/day
1	48.93	43.78	58.71
2	51.50	46.35	61.80
3	54.08	48.93	64.89
4	56.65	51.50	67.98
10	58.15	52.80	69.48

SCHEDULE B
BASIC COMPENSATION
1998-1999

Hired After August 31, 1996

	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>
Steps	Maint. Asst. Custodian	Asst. Vehicle/Bldg. Maint. Bldg. Custodians	Teachers Assistants
0	17,102	20,412	59.41/day
1	17,322	20,632	61.53
2	17,543	20,853	63.65
3	17,764	21,074	65.78
4	17,984	21,294	67.90
5	18,205	21,515	70.02
6	18,426	21,736	72.14
7	18,646	21,956	74.26
8	18,867	22,177	76.38
9	19,088	22,398	78.51
10	19,308	22,618	80.63
11			82.75
12			84.87

	<u>Classification</u>	<u>Classification</u>	<u>Classification</u>
Steps	Bus Drivers 5 Hour	Bus Assistants 5 Hour	Bus Drivers 6 Hour
0	47.74/day	42.44/day	57.29/day
1	50.39	45.09	60.47
2	53.05	47.74	63.65
3	55.70	50.39	66.84
4	58.35	53.05	70.02
10	59.85	54.35	71.52

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

1. Custodial Maintenance employees who work the second shift shall be paid an additional \$.18 per hour (\$374.40/year).
2. Uniforms - the school shall provide uniforms for custodial/maintenance employees of a style, quantity and quality as provided prior to the ratification of this Agreement. Uniforms shall be worn during normal work hours.
- 3.a When overtime work is requested by the appropriate supervisor on Sundays and designated National holidays, employees volunteering to work on these days will be paid double their normal base hourly salary for each hour worked.
- 3.b Overtime for custodial and maintenance employees shall be offered on a rotating basis with seniority determining order of rotation (most senior first). If no one in the effected classification accepts the overtime assignment, it will be offered to the other eligible classifications (Custodial/Maintenance).
4. Custodial Maintenance employees who work the third shift shall be paid an additional \$.26 per hour (\$540.00/yr.).

Additional Compensation

1. All required schooling for bus drivers/aides shall be paid at the driving/regular rate. If a driver fails the school bus and driver training program, they must enroll and attend the next available school bus driver training program at their own expense. If they fail a second time they shall be terminated for just cause.
2. Reasonable costs for meals as required on field trips shall be reimbursed.
3. The school shall pay the cost for the renewal of all drivers' licenses over and above the cost of the standard drivers' license. The cost of CDL testing shall be provided to the employee prior to testing. However, should the driver fail any required written test or road exam they will have 30 days to successfully pass the failed test at their own expense or be terminated for just cause.
4. The school shall pay the cost of required physicals up to \$60.00. The school may designate a physician to be used to all employees requiring physicals.
5. All personal mileage to and from bus school and all other use of personal transportation for school business shall be reimbursed at the approved IRS rate.

6. Field Trips.
- (a) Bus drivers and bus aides who desire to drive field trips shall indicate their desire in writing. A roster of said employees shall be established by district seniority.
 - (b) Field trips shall be offered in rotation to employees on the roster. The offer of field trips shall be divided as equally as possible. A field trip refused shall be counted as driven for the purpose of equalization. Should a field trip be refused by all employees on the list, the trip may be assigned to one of the drivers.
 - © All field trips shall be posted.
 - (d) All hours spent on one day field trips shall be paid at the regular rate, to include driving time and layover time. Layover time for multiple day trips shall not exceed five (5) hours.
7. Noon Runs - Noon runs will be assigned each fall based upon a list of volunteers. Assignment will be made from list based upon District seniority (greatest to least).
8. Longevity - A longevity payment will be made to each employee at the beginning of the school year following each of the following:

Fourteen (14) years of service	2	%
Nineteen (19) years of service	2 ½	%
Twenty Four (24) years of service	3	%
Each succeeding five (5) years	3	%

Years of service are with the Van Buren ISD only. The longevity payment percentage will be applied to the wages paid to the employee in the previous year (September 1 - August 31). The employee may elect to receive the longevity payment in a lump sum in September or have the payment spread throughout the following year.

9. Payment for Unused Sick Days - Employees who retire with fifteen (15) or more years of service with the District and are eligible for retirement under the Michigan School Employees Retirement Act will receive \$7.50 for each unused sick day.
10. On days when no certified teacher (regular or substitute) is assigned to a classroom, the teachers aide(s) assigned to that classroom will be paid an additional \$15.00 for the day.
11. Teacher aides, when assigned by the principal/supervisor, will be paid for additional time spent involving stay after and/or transporting of students at their regular hourly rate.

12. If transportation staff are required to report/not notified in time on a day on which school is closed, after the second snow day, they will be paid one hours pay for reporting. Timely notification is defined as "not later than 6:15 a.m. or employee was not contacted through the telephone fan out procedure prior to their normal departure time from home." To be eligible, the employee must report on the snow day to their supervisor or another administrator at the ISD.

SCHEDULE C**FRINGE BENEFITS****A. Insurance**

1. The board of Education has installed a Section 125 Cafeteria Plan for all eligible employees. Custodial/Maintenance Personnel and Teachers Aides are eligible for MESSA Super Care I coverage, up to full family, for which the Board of Education will contribute an amount equal to 93% of the premium paid as of July 1, 1996. Bus drivers and bus aides shall be eligible for Board paid insurance coverage for which the Board of Education will contribute an amount equal to 100% of the single subscriber premium. For succeeding years of the contract, the Board of Education contribution for the Custodial/Maintenance Personnel and Teacher Aides will be equal to 93% of the premium as of July 1 of each year.

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

Custodial/Maintenance: Board of Education contribution toward Single Subscriber premium.

Teachers Aides: Board of Education contribution toward Single Subscriber premium.

Bus Drivers and Bus Aides shall receive an amount equal to the single subscriber rate for MESSA Super Care I. And may utilize this amount as outlined in #2.

Bus Driver/Bus Aides scheduled to work in 230 day positions and Bus Drivers assigned to the 6 hr. day position and employees who are under a regular (180/183 day) school year and are additionally employed in the summer for a total of 230 days will be given an additional \$50.00/mo. Plus prorated sick days.

2. Options - Custodial/Maintenance and Teachers Aides who elect not to take health insurance will receive a cash benefit in the amount equal to the Board's contribution towards the single subscriber rate for Super Care I. Employees may continue to obtain MESSA options, MEFSA TDAs and other TDAs currently listed on the accounting computer system by submitting the appropriate application and/or salary reduction forms.
3. The Board shall provide, without cost to the employee, the MESSA/Delta Dental Plan E with Orthodontic Rider 0-7 including internal and external coordination of benefits for all employees of the bargaining unit and their eligible dependents. Bus drivers and bus aides shall receive Delta Dental insurance for which the Board of Education shall contribute 50% of the cost.
4. The Board shall continue LTD insurance as currently in effect.
 - 60% of wage (\$2,500/mo. max.)
 - 90 calendar days modified fill
 - Social Security offset
 - Mental and Nervous - 2 year limitation
 - Alcohol and Drugs - 2 year limitation
 - Social Security Freeze
5. The Board of Education shall provide each employee with MESSA VSP-1 vision coverage.

B. Vacation Schedule.

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

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

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

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

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

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

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

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

ARTICLE XVI

DURATION OF AGREEMENT

- A. This agreement shall be effective as of September 1, 1996, and shall expire on the 31st day of August, 1999. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration day, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.
- B. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed, hereafter employed or considered for employment by the Employer. In addition, the Employer shall provide the Union twenty (20) copies of the Agreement without charge to the Union. Upon employment, employees shall be given a copy of the form authorizing check off for Union dues and service fees within thirty (30) days of said employment.

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

UNION

By _____
 President Date

By _____
 Secretary Date

 Chief Negotiator Date

EMPLOYER

By _____
 President Date

By _____
 Secretary Date

 Chief Negotiator Date

