

8/17/97

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

**BETWEEN THE**

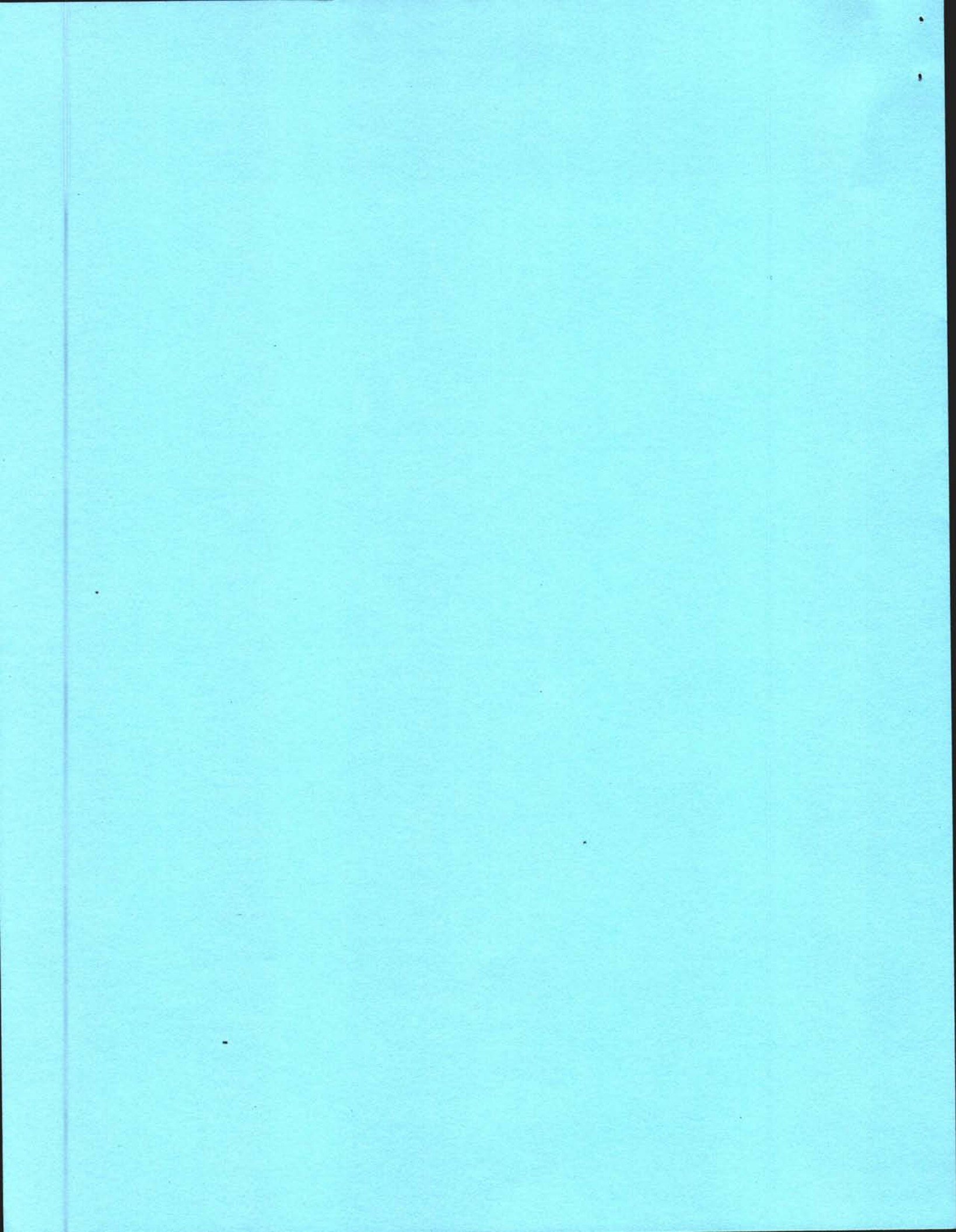
**PAW PAW BOARD OF EDUCATION OF  
VAN BUREN COUNTY**

**AND THE**

**VAN BUREN COUNTY EDUCATION ASSOCIATION  
PAW PAW EDUCATION SUPPORT PERSONNEL ASSOCIATION  
MEA/NEA  
BUS DRIVERS AND PARAPROFESSIONALS**

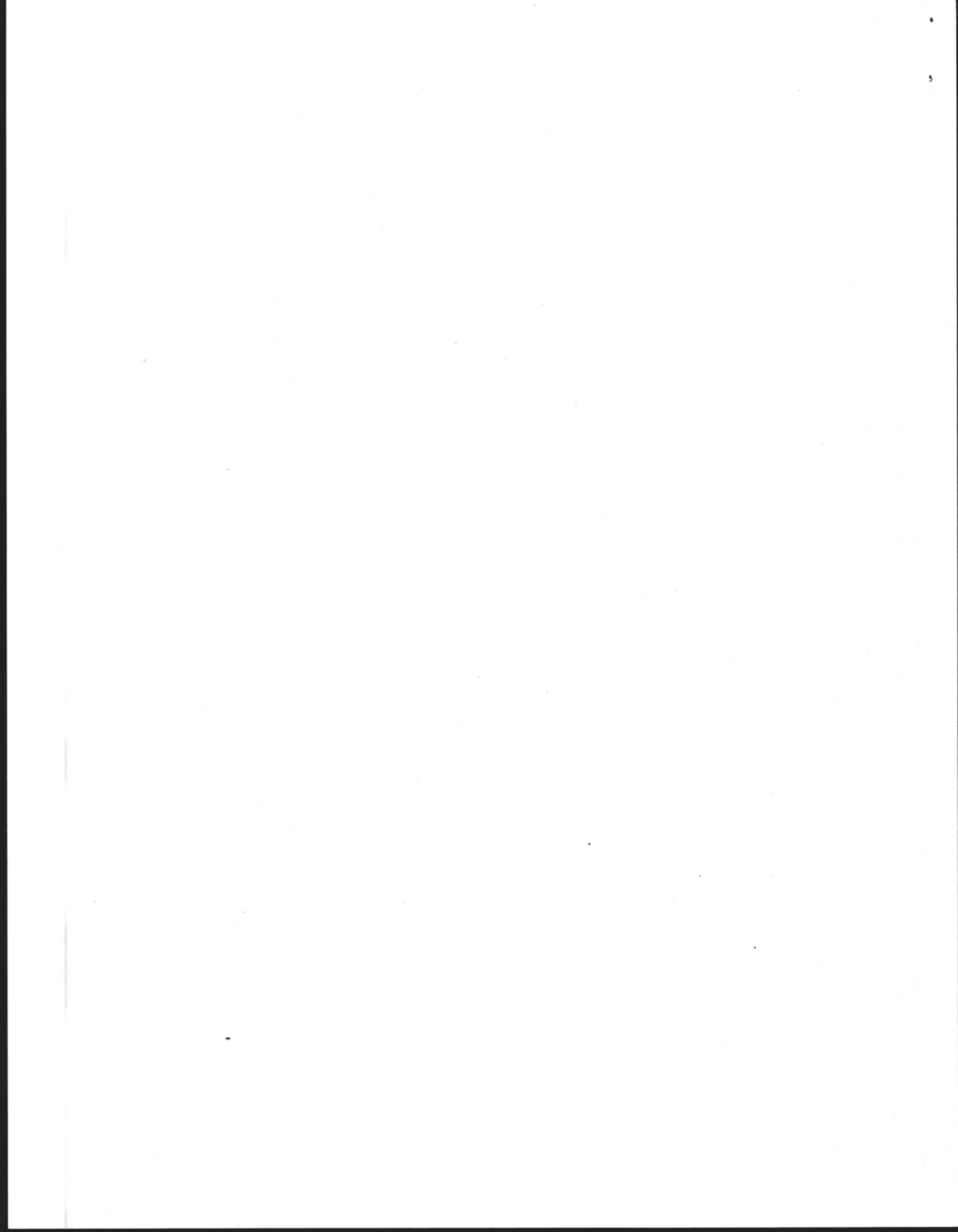
**1994 - 1997**

*Paul Paul Paul Paul's School*



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VBCEA/PPESPA, MEA-NEA

AGREEMENT

THIS AGREEMENT is entered into effective August 23, 1994 by and between the PAW PAW BOARD OF EDUCATION OF VAN BUREN COUNTY, PAW PAW, MICHIGAN, (hereinafter called the "Board"), AND THE VAN BUREN COUNTY EDUCATION ASSOCIATION/PAW PAW EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION MEA/NEA, affiliated with the Michigan and National Education Associations, (hereinafter called the "Association".)

ARTICLE I - RECOGNITION

Section 1: The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for all regular bus drivers and regularly scheduled paraprofessionals, including building, Learning Tree, health, and instructional assistants, but excluding supervisors, substitutes and all other employees.

Unless otherwise indicated, the term "employee" will refer to both bus drivers and paraprofessionals when used hereinafter in the Agreement and shall refer to all members of the above-defined bargaining unit. The term "bus driver" shall refer to all bus drivers and the term "paraprofessional" will refer to all paraprofessionals.

Section 2: The Board will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any said group or organization regarding those employees set forth in Section 1 of this Article.

Section 3: The Association agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity on the Board's time or premises.

Section 4: The general purpose of this Agreement is to set forth the wages, hours and working conditions of the members of the bargaining unit.

ARTICLE II - RIGHTS OF THE BOARD OF EDUCATION

Section 1: Except as otherwise provided in this Agreement, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and

responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

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

**Section 2:** Nothing in this Agreement limits the Board's right to subcontract bargaining unit work. However, if the Board is considering the subcontracting of bargaining unit work not historically subcontracted by the Board, the Board shall give the Association notice that it is considering such subcontracting within a reasonable period of time following the Board's consideration of such subcontracting. The notice to the Association shall be given for the purpose of allowing the Association adequate time to react to the contemplated subcontracting.

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

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

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

**Section 1:** The Association shall have the right to use school facilities and inter-school mail in accordance with guidelines established for other groups and may also use the copy machines. The Association shall pay for reasonable costs of materials used and the use of facilities.

**Section 2:** Bulletin Boards. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials.

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

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

**Section 5:** Any employee who is not a member of the Association 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 representation fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Association -- 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 representation fee directly to the Association or authorize payment through payroll deduction, as provided in this Agreement, the Board shall, at the request of the Association, 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. Employees who are working less than full time (30.1 hours or more) will be assessed dues/fees on a sliding scale per MEA's policy.

**Section 6:** The procedure in all cases of discharge for violation of this section shall be as follows:

- (a) The Association 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 a compliance and shall further advise the employee that a request for discharge may be filed with the Board in the event compliance is not effected.

- (b) If the employee fails to comply, the Association may file charges, in writing, with the Board and shall request termination of the employee's employment.
- (c) The Board, 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.

**Section 7:** Dues Deduction.

- (a) Upon written authorization from the employee, the Board shall deduct from the wages of the employee Association dues or representation fees. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.
- (b) Dues or representation fees shall be deducted from the pay of each employee authorizing such deductions in equal monthly installments beginning with the first payroll in September. The Board 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 Association in writing.
- (c) The Association will certify, at least annually to the Board, fifteen (15) days prior to the date of the first payroll deduction for Association dues and representation fees the amount of said dues and fees.

**Section 8:** The Association agrees to indemnify and save the Board harmless against any and all claims, suites, expenses and other forms of liability which may arise out of or by reason of the Board's compliance with the provisions of this Article. In all proceedings at the School District level, the legal expenses incurred by the Employer in connection with the application of this provision shall not exceed expenses which are usual and customary in southwestern Michigan.

**ARTICLE IV - EMPLOYEE RIGHTS AND PROTECTION**

**Section 1:** Non-Discrimination.

- (a) Pursuant to the Michigan Employment Relations Act, the Board hereby agrees that every employee shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, exercising governmental power under color of law of the



State of Michigan, the Board undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any lawful activity of the Association or collective negotiations with the Board, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

- (b) The Board agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, or marital status.

**Section 2:** Files and Records.

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

**ARTICLE V - SENIORITY**

**Section 1:** Seniority shall be defined as the length of service within the District since the employee's most recent date of hire as a bus driver or paraprofessional. Accumulation of seniority shall begin on the employee's first working day in each classification. In the event that more than one (1) individual has the same starting date of work, position on the seniority list(s) shall be determined by the alphabetical order of the employees'

names with the beginning of the alphabet having the most seniority. All classifications of paraprofessionals will be combined into one master seniority list.

**Section 2:** All new employees will be on probation for sixty (60) working days, and during this period shall have none of the benefits of this Agreement except those pertaining to the wage schedule. The Employer shall have the right to terminate a probationary employee in its sole discretion without that employee having recourse to the grievance procedure.

**Section 3:** The Board shall prepare, maintain and post the seniority lists. The initial seniority lists shall be prepared and posted conspicuously in the bus drivers' lounge and bulletin boards in each school building within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. The seniority list(s) will reflect the hire date. Any objection to the seniority date as shown on the seniority list must be registered with the Board within 30 calendar days of posting. A copy of the seniority list and subsequent revisions shall be furnished to the Association President.

**Section 4:** Seniority shall be frozen when an employee transfers to another classification as per Article VIII, Section 2.

**Section 5:** Seniority shall be lost by an employee upon termination, resignation or retirement.

**Section 6:** Seniority shall be lost by an employee for failure to report to work following the expiration of an approved leave of absence.

#### **ARTICLE VI - ANNIVERSARY DATE**

**Section 1:** Anniversary date shall be defined as the date of employment in the district as a bus driver or paraprofessional. The anniversary date will be used to determine placement of the employee on the wage scale in Appendix A. The anniversary date shall be frozen if a leave extends beyond 12 weeks per Article XV, Section 4.

#### **ARTICLE VII - VACANCIES, TRANSFERS AND PROMOTIONS**

##### **A. General**

**Section 1:** The Board shall post notice of all permanent vacancies and newly created positions within two (2) calendar weeks after such vacancy occurs or position is created.

##### **B. Bus Drivers**

**Section 1:** In the fall, the runs will be grouped and assigned to bus drivers following past practices. The current grouping of runs shall be kept in place to the extent possible. To the extent possible, the most senior bus drivers will be assigned the greatest number of runs up to a maximum of five (5) runs per day. Included in the five (5) runs are the elementary runs, high school runs, kindergarten runs, Voc. Tech. runs, and special education runs. A maximum of two (2) temporary runs (i.e. EDGE Program) may be added to the five (5) runs per day thereby increasing the maximum number of runs per day to seven (7). A bus driver may request a fewer number of runs. To the extent possible, these requests will be granted.

**Section 2:** The Board, through its designee(s), shall meet with the Association Representative prior to filling vacancies and/or regrouping runs to discuss this matter. The bus drivers, through its Association Representatives, may submit its recommendations to the Board's designee(s) at any time and/or meet with the Board's designee(s) upon request.

**Section 3:** The Board agrees to offer to the most senior bus driver who is readily available and is able to perform such work the opportunity to perform work resulting from absences and short-term vacancies. The assignments will be made starting with the most senior drivers and shall be rotated thereafter for the purpose of providing equitable distribution. The driver who is readily available for the performance of a specific assignment may be used when it is impractical to give such assignment on the basis of seniority rotation. A driver who does not want to be considered for such assignments shall notify management with a written disclaimer. It is agreed and understood by the parties that at times it is necessary for the District to give work resulting from vacancies to regular substitute drivers to secure such employees.

**Section 4:** The Board will assign the most senior driver to a short term kindergarten vacancy when the vacancy is for one or more weeks. The Board may assign the most senior drivers on a rotating basis when the vacancy is for less than one week.

**Section 5:** Kindergarten trips will be offered to the kindergarten drivers on a rotating basis. These trips will not count as part of the regular rotation or toward total hours.

### **C. Paraprofessionals**

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

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

**ARTICLE VIII - TRANSFERS BETWEEN CLASSIFICATIONS**

**A. General**

**Section 1:** Classifications are defined as; (1) Bus Drivers Unit and (2) Building Paraprofessionals/Learning Tree Paraprofessionals/Health Paraprofessionals/ Instructional Assistants Unit.

**Section 2:** When employees transfer between classifications their seniority shall be frozen in the original classification and thereby retain longevity they have earned. Transferred employees shall start accumulating new seniority in the new classification.

**Section 3:** Longevity years of credit will be retained by employees when they transfer from one classification to another classification.

**Section 4:** Voluntary Transfers

(a) Bargaining unit Association employees applying for a vacancy outside their classification will receive the same consideration based on ability and qualifications as employees applying from other bargaining units.

(b) Placement on wage schedule.

(1) An employee who transfers to a higher wage classification shall receive the beginning rate of the new classification or their previous rate of pay, whichever is higher.

(2) An employee who transfers to a lesser wage classification shall receive credit on the wage schedule as follows.

0 through 2 years completed in previous classification = 0 years in new classification  
3 through 4 years completed in previous classification = 1 year in new classification  
5 + years completed in previous classification = 3 years in new classification

**Section 5:** Involuntary Transfers.



- (a) Involuntary transfers may be necessary to meet the staffing needs of the district. It is agreed, that involuntary transfers will only be made for reasonable and just cause. At the request of the affected employee(s), a meeting will be conducted to discuss the reason for the transfer.
- (b) An involuntary transfer, for the purpose of this provision, refers to an involuntary change which results in a reduction in the hourly rate of pay. Involuntary transfers to not include any assignment changes made as a result of the layoff and recall procedures in Article IX.
- (c) Except as set forth in Article VIII (B) (a) and (b) below, employees who are involuntarily transferred, shall be placed on the wage schedule of their new classification, according to their anniversary date.

**B. Paraprofessionals**

- (a) Building paraprofessionals, hired before 12/1/90, involuntarily transferred to the Learning Tree, shall remain on the building paraprofessional wage schedule.
- (b) Building paraprofessionals, hired on or after 12/1/90, involuntarily transferred to the Learning Tree, shall remain on the building paraprofessional wage schedule for one year following the transfer. After one year the paraprofessional will be placed on the Learning Tree wage schedule according to his/her anniversary date.

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

**Section 1:** Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds or change in program.

**Section 2:** When possible, as determined by the Board, no employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff.

**Section 3:** In the event of a necessary reduction in work force, the Board shall first lay off Temporary Replacement Employees (TRE), next probationary employees, then the least senior employee within each classification provided the remaining employees are qualified to perform the work in the remaining positions. The Board and the Association agree that every effort will be made to continue to employ the more senior employees including, but

limited to, involuntarily transferring employees. In no case shall a new employee be employed by the Board while there are laid off employees who are qualified to perform the available work in their classification(s).

**Section 4:** Employees shall be recalled in inverse order to their seniority within his/her classification.

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

Employees will remain on the recall list for a minimum of one (1) year. Employees with one (1) through three (3) years of seniority will be on the recall list a period equal to the length of their seniority. The maximum length of time an employee will be on the recall list is three (3) years.

#### **ARTICLE X - GRIEVANCE PROCEDURE**

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

**Section 2:** In the event the grievant believes a grievance as above defined exists, a grievant shall use the following procedure:

**Step 1:** The grievant shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by the Association Representative. Discussion shall take place within seven (7) calendar days following the alleged violation or within seven (7) calendar days following the time the grievant discovered the alleged violation. No grievance will be processed beyond Step 1 without the Association's approval.

**Step 2:** If Step 1 fails to resolve the alleged grievance, the Association may reduce the alleged grievance to writing and file it with his/her immediate supervisor. The written grievance must be filed with the supervisor no later than four (4) calendar days following the date of

the verbal discussion with the supervisor as specified in Step 1.

The supervisor shall, within four (4) calendar days of receipt of the written grievance, meet with the Association in an attempt to resolve the issue.

The supervisor shall respond on the grievance form within four (4) calendar days of the date the meeting was held with the Association.

**Step 3:** If the Association is not satisfied with the supervisor's response, or the supervisor fails to respond, the Association may, within four (4) calendar days of the date the supervisor's response is due, transmit the written grievance to the Superintendent or his/her designee.

Within four (4) calendar days of receipt of the grievance, the Superintendent, or his/her designee(s), shall meet with the Association in an attempt to resolve the issue.

The Superintendent, or his/her designee(s), shall respond, on the grievance form, within four (4) calendar days of the date the meeting was held with the Association.

**Step 4:** If the Association is not satisfied with the Superintendent's response, or the Superintendent fails to respond within four (4) calendar days of the Superintendent's response is due, such grievance may be submitted to an independent mediator. The decision of the mediator shall not be binding. Any fees and/or expenses incurred as a result of mediation shall be borne equally by the Board and the Association.

**Section 3:** No employee shall be disciplined (including warnings, reprimands, suspensions) without just cause. Any discipline or discharge shall be subject to the grievance procedure set forth above. If the aggrieved individual desires to submit an issue involving discipline or discharge to arbitration, such matter may be submitted pursuant to the following:

**Step 4:** If the grievance is not satisfactorily settled at Step 3, the grievance may be submitted to arbitration before the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. This submission shall be made within fifteen (15) days of receipt of the disposition in Step 3. The decision of the arbitration shall be binding on

both parties. The fees and expenses of such arbitrator shall be shared equally by the Board and the Association.

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

## **ARTICLE XI - HOURS OF WORK**

### **A. Bus Drivers**

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

### **B. Paraprofessionals**

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

**Section 2:** Any exceptions or deviations of work hours from those stated in Section 1 must have the approval of the immediate supervisor.

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

**Section 4:** Each paraprofessional covered by this Agreement shall receive a rest period during the first half of the shift and during the second half of the shift not to exceed ten (10) minutes in length for each period.

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

**Section 6:** During half days when students are not required to attend school and teachers are scheduled for half day inservice, building paraprofessionals may work providing the administrator determines that work is available and needed.



- (a) One (1) of the half days in Section 5 will be utilized for inservice instruction for all building paraprofessionals.

## ARTICLE XII - SICK LEAVE

### **A. General**

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

- (a) In addition, sick leave may be used for illness in the immediate family to include spouse and children which necessitates the employee's presence. (The purpose of this section is to provide the employee an opportunity to care for illness in the immediate family in case of emergency. The employee is expected to make arrangements for the care of a family member following the first twenty-four (24) hours of such illness.)
- (b) Doctor and dental appointments may be used by the employee if these appointments cannot be scheduled during free time. Time for these appointments shall be deducted from earned sick leave.

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

**Section 3:** Each employee will receive, at the beginning of each school year, a notice which will state the number of sick leave hours/runs which have been accumulated by the employee.

**Section 4:** An employee shall receive a sixty (\$60.00) dollar bonus if the employee uses no sick leave from the beginning day of school up to the beginning day of school the next year.

### **B. Bus Drivers**

**Section 1:** Sick leave shall accrue and be utilized on a "run" basis.

**Section 2:** Sick leave shall accrue at the rate of the average number of daily runs a bus driver made each day in each month. In other words, if a bus driver averaged five (5) runs per day for a given month, he/she would have accrued five (5) runs of sick leave. For those bus drivers who are paid on an hourly rate, one (1) hour

will be equivalent to one (1) run. Field trips will not be counted when computing sick leave accumulation.

**Section 3:** The school year shall be divided into ten (10) approximately equal months.

**Section 4:** All unused sick leave shall be allowed to accumulate to a limit of 360 runs.

### **C. Paraprofessionals**

**Section 1:** One (1) day of sick leave per month with full pay shall be granted which may be used by the employee in case of necessary absence due to personal illness or disability.

- (a) If an employee's hours regularly change at certain times during the year (i.e. summer recess) such increase or decrease shall be considered and prorated when computing the amount of sick leave for which the employee is eligible.
- (b) Unused sick leave may be allowed to accumulate for each employee to a maximum eighty (80) days. The accumulated sick leave will be expressed in hours.
- (c) Sick leave may be taken in hourly segments if requested by the employee and approved by the Board.

### **ARTICLE XIII - FUNERAL LEAVE**

**Section 1:** A funeral leave shall be granted without loss of pay for a period not to exceed two (2) working days to attend the funeral of a member of the employee's immediate family, to include: the employee's present spouse, son, daughter, father, or mother. Three (3) additional working days may be taken for funeral leave for the above named relatives, such three (3) days to be deducted from the employee's accumulated sick leave.

**Section 2:** A funeral leave to be deducted from earned sick leave shall be granted with pay for a period of not to exceed three (3) working days to attend the funeral of a member of the employee's family to include: brother, sister, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, stepchild, and stepparent.

**Section 3:** A funeral leave to be deducted from earned sick leave shall be granted with pay for a period of one (1) day to attend the funeral of a member of the employee's family to include: uncle, aunt, nephew and niece.

**Section 4:** A maximum of five (5) days per year will be allowed for funerals covered under sections 2 and 3. Additional time off without pay will be considered and granted on an individual basis.

**Section 5:** One (1) day per year, deducted from sick leave, may be used to attend the funeral of a friend.

#### **ARTICLE XIV - PERSONAL BUSINESS DAYS**

**Section 1:** Each employee shall be eligible to receive one (1) personal business day each year providing the following conditions are met:

- (a) The employee makes application on a form provided by the Board five (5) days prior to use of the personal business day. Emergencies will be considered on individual merits by the employee's immediate supervisor.
- (b) The personal business day shall be used for purposes that can only be conducted during the employee's work day.
- (c) The day shall not be used for recreational purposes, shopping, job interviews; nor shall the day be used the day prior to or the day following a vacation period, holiday, or parent-teacher conference day.
- (d) The employee must give reason to the immediate supervisor stating the reason for absence.
- (e) For bus drivers, it has been agreed that one (1) personal leave day may be utilized for either a full day or a partial day. For example, an employee who has five (5) runs per day who must exercise personal leave for his/her two (2) afternoon runs will be charged with the utilization of two (2) runs and will have three (3) runs of personal business leave remaining.

**Section 2:** Paraprofessionals who are full-time year-round employees shall be granted two (2) days of personal business in accordance with Section 1 above.

#### **ARTICLE XV - LEAVES OF ABSENCE**

**Section 1:** An employee who has completed the probationary period may be granted a leave of absence for personal reasons without pay and benefits, and without loss of seniority for a period not to exceed thirty (30) work days in any school year provided the employee obtains advance written permission from the Board and can be spared from work.

**Section 2:** An employee, who because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work shall be given a leave of absence without pay and benefits and without loss of seniority for the duration of such disability, provided the employee promptly notifies the Board of the necessity therefor and provided further that the employee supplies the Board with a certificate from a medical or osteopathic doctor of the necessity for such an absence and for the continuation of such an absence when the same is requested by the Board.

**Section 3:** An employee may take an unpaid leave of absence for emergencies in the immediate family; i.e. critical illness. Such leave shall not be used for vacations, personal business, recreation, etc. The employee shall notify the Business Manager stating the reason for such request. Emergencies will be considered and approved on an individual basis by the Business Manager.

**Section 4:** When an employee utilizes a leave as set forth in Sections 2 or 3 above, the employee's anniversary date will be frozen at the time their leave extends beyond 12 weeks in one fiscal year (July 1 through June 30). The 12 week period will include normally worked days and holidays. An employee's seniority and longevity shall be frozen at the time their leave extends beyond one year.

**Section 5:** Employees' anniversary dates and seniority dates shall not change due to unpaid leaves covered under the Workers' Compensation Law.

#### **ARTICLE XVI - JURY DUTY**

**Section 1:** If it is necessary for an employee to serve as a juror \*or subpoenaed as a witness, the Board will pay only the difference between the amount received as a juror and the employee's pay that he/she would have forfeited for all time that the employee was required to be on jury duty. It is understood that leave for jury is only for that time when the person is obligated to be at the courthouse and that upon being released from his/her jury duty obligation, the employee will immediately return to work.

(\*Applies if the case is job-related or incident happened while on the job.)

#### **ARTICLE XVII - CONTINUITY OF OPERATIONS**

**Section 1: Strikes.** The Association 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.

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

#### **ARTICLE XVIII - GENERAL**

**Section 1: Extent of Agreement.** This Agreement supersedes and cancels all previous Agreements and past practices, unless otherwise specified, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

**Section 2: Savings Clause.** If any article or section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**Section 3: Negotiations Procedure.** At least sixty (60) days prior to the expiration of this Agreement, the parties agree to open negotiations for a successor Agreement.

**Section 4: Address and Telephone Number.** The employee shall keep the Board informed at all times concerning his/her address and telephone number.

**Section 5: Report of Absence of School Employees.** The form, "Report of Absence of School Employees," must be completed by each employee in cases of absence and returned to his/her immediate supervisor.

**Section 6: Accident and/or Injury.** Accidents and/or injuries which are job related will be reported immediately by the employee to his/her supervisor/administrator or the central administration. It will be necessary for the employee to complete in writing an accident form provided by the Board which shall be sent to the Central Office.

**Section 7: CPR Instruction and/or First Aid.** The Board will make a reasonable effort to schedule CPR and/or first aid classes for employees. Attendance shall be voluntary and without pay. The Association Representative or designee(s) shall submit a list of Association members desiring CPR/first aid instruction to the

Superintendent. The cost and final decision to provide instruction will be the responsibility of the Board.

**Section 8: Bus Drivers**

- (a) As a condition of employment, each bus driver may be required to have an annual physical examination by a physician selected by the Board, and a tuberculosis test as required by law. The cost of these examinations shall be at the expense of the Board.
- (b) A joint committee, comprised of representatives of the Board and the Association, will be formed to develop contract language pertaining to drug testing. The intent will be to comply with all Federal regulations for school bus drivers. This language must be completed before December 31, 1995.
- (c) As per current Michigan statutes and any subsequent requirements passed by the Legislature, it will be necessary for each driver to comply with the following:
  - (1) Each driver shall have completed a course in school bus safety education and shall have a certificate indicating successful completion of this course.
  - (2) Each driver shall be required to pass an annual driver competence examination.
  - (3) Each driver shall have a valid chauffeur's and commercial drivers license, when required by law.
- (d) As a condition of employment, it is mandatory that all bus drivers wear safety belts while operating a school bus; and further, that an emergency drill will be conducted on school premises every sixty (60) days. Forms will be provided by the Director of Transportation which will schedule the times for the emergency drills. Failure to comply with this section will result in disciplinary action.
- (e) The bus drivers are responsible to the Director of Transportation and will receive instructions from the Director in reference to matters of employment.
- (f) Field trip assignments will be on a voluntary basis and will be offered to the most senior bus driver in a way that will ensure that an approximately equal number of hours will be driven by the drivers who have volunteered. The intent of this is to continue the current practice.

- (g) The Director of Transportation will conduct two (2), one (1) hour meetings per year with all drivers to review laws, procedures, etc. This meeting will be conducted at no cost to the school district.

**Section 9: Paraprofessionals**

- (a) If the State of Michigan requires all school employees to have a tuberculosis test, all paraprofessionals shall be required to satisfactorily pass the tuberculosis test as a condition of employment. The expense of this test shall be borne by the Board.
- (b) The Board will pay the cost of a required physical examination which shall be provided by a physician of the Board's choice.
- (c) The building paraprofessional is responsible to the administrator of the building to which the paraprofessional is assigned and will receive instruction from said administrator concerning reporting dates, job responsibilities, and other information concerning the job performance.
- (d) The employee shall not be paid after two (2) "Act of God" days unless the administrator decides that a paraprofessional is needed on said days, in which case, the employee will be notified and will complete the necessary time sheets for proper compensation. (See Appendix A for pay during "Act of God" days.)

**ARTICLE XIX - JURISDICTIONAL WORK**  
**(THIS ARTICLE WILL TERMINATE ON AUGUST 21, 1995)**

**Section 1:** Employees of the Board not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation, or in cases of emergency, except nothing contained herein shall preclude non-bargaining unit employees from performing bargaining unit work to the extent that is presently being done.

**Section 2:** The Association agrees that the Board may utilize volunteers in schools if they do not displace paraprofessionals who are currently working at that time, or reduce their hours.

**Section 3:** The Association and the Board acknowledge the necessity of having qualified bus drivers for all school activities, including athletic events, and agree that qualified employees other than bus drivers may drive buses for school events when regular or substitute drivers are not available.

**ARTICLE XX - SUBCONTRACTING**  
**(THIS ARTICLE WILL TERMINATE ON AUGUST 21, 1995)**

**Section 1:** Nothing contained herein shall preclude the Employer from contracting or subcontracting that work which it does not have the manpower, equipment, or facilities to perform.

**Section 2:** In the event the Board determines it is necessary for work to be performed by non-bargaining unit persons, which will result in the reduction (displacement) of bargaining unit work, employees or their hours, the Board agrees it will meet with the Association prior to making the decision to subcontract and will negotiate the effects of such subcontracting with the Association.

**Section 3:** The Board, subject to the above, reserves the right to determine the means of performing any work.

**Section 4:** The Board agrees it will not subcontract for the sole purpose of discriminating against the Association.

**ARTICLE XXI - SUBCONTRACTING**  
**(THIS ARTICLE WILL BECOME EFFECTIVE ON AUGUST 22, 1995)**

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

**Section 2:** In the event the Board, in its sole discretion, determines that it is necessary to subcontract bargaining unit work, which will result in the reduction of such bargaining unit work, the Board will meet with the Association prior to finalizing the decision to subcontract and will negotiate relative to the impact of the subcontracting.

**Section 3:** The Board reserves the right to determine the means of performing any work.

**Section 4:** The Board agrees that it will not subcontract for the sole purpose of discriminating against the Association.

**ARTICLE XXII - TEMPORARY TRANSFERS**

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

**Section 2:** When the paraprofessional normally assigned to substitute when the Health Paraprofessional is absent, the

following procedure will be utilized in the listed order. The Employer will pay for all expenses incurred to qualify substitutes for the responsibilities of the Health Paraprofessional position.

- (a) Principal will assign the most senior paraprofessional in the affected building among those who are interested in performing those duties.
- (b) A substitute paraprofessional will be used.
- (c) Principal will assign the least senior paraprofessional in the affected building who is qualified.

**ARTICLE XXIII - DURATION OF AGREEMENT**

**Section 1:** This Agreement shall be effective as of August 23, 1994, and shall expire on the 17th day of August, 1997. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration day, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

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

**ASSOCIATION**

By: Jane Bell 10/24/94  
President Date

By: Harold Sauer 10/21/94  
Chief Negotiator Date  
in place of Gordie McGowan

**BOARD**

By: Sheryl Japper 10-20-94  
President Date

By: Tom Bontkoe 10/14/94  
Chief Negotiator Date



**APPENDIX A**

**Compensation**

**A. General**

**Section 1:** The rates as herein established shall be in effect for the designated years. The anniversary date will be used in moving from one pay step to the next.

**B. Bus Drivers**

**Section 1: Regular Bus Runs**

- (a) A normal bus run will be considered one and one-quarter (1-1/4) hours. The Director of Transportation will try to even out the bus runs to maintain an efficient operation.

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Start	\$12.32/run	\$12.69/run	\$13.04/run
1 Year	12.73	13.11	13.47
3 Years	13.10	13.49	13.86
5 Years	13.31	13.71	14.09
<b><u>Section 2: Field Trips</u></b>	6.35/hour	6.54/hour	6.72/hour

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

<b><u>Section 3: Hourly Runs</u></b>	9.52/hour	9.81/hour	10.08/hour
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Special Ed.  
Voc. Tec. Center  
Temporary (i.e., EDGE)

**Section 4: Longevity:**

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Additional comp. after:			
10 years	.10/hr/run	.10/hr/run	.10/hr/run
20 years	.20	.25	.30
25 years	.25	.30	.35

**Section 5: Meal Allowance:** There will be a meal allowance available which will not exceed \$5.00 per meal, nor a maximum of \$10.00 per day, for drivers who are on a field trip in excess of six (6) hours. A driver will also be eligible for a meal allowance which shall not exceed \$5.00 per meal if a field trip extends beyond 8:00 p.m. Drivers must present a receipt to bookkeeping for

reimbursement. A driver shall not be eligible for a meal allowance if the driver receives a free meal from a vendor such as McDonalds.

**Section 6: "Act of God" Days:** Bus drivers will be paid their regular daily rate of pay for the first three (3) "Act of God" days which are not "made up" as required by State law. The employees will be paid fifty (50%) percent of their daily wage for the fourth and fifth "Act of God" days which are not "made up" as required by State law.

**Section 7:** Each bus driver may be required to participate in an annual fall meeting which is held for the purpose of reviewing laws, rules and regulations pertaining to bus safety.

**Section 8:** The Board will pay the bus drivers enrolled in classes as noted in Article XVIII, Section 8, subparagraph (b), and Appendix A, Compensation, Section 7, an hourly rate. The amount paid per bus driver will be the same as Field Trip Rate.

**Section 9:** Substitute drivers for regular bus runs will be paid at least the per-run rate as prescribed in the appropriate sections listed above.

**C. Paraprofessionals**

**Section 1: Hourly Rates**

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
(1) Building			
Start	\$ 5.83/hr	\$ 6.00/hr	\$ 6.17/hr
End Prob.	5.89	6.07	6.24
1 Year	6.84	7.05	7.24
3 Years	7.13	7.34	7.54
5 Years	8.00	8.24	8.47
(2) Learning Tree (hired after 12/1/90)			
Start	4.89	5.04	5.18
End Prob.	4.94	5.09	5.23
1 Year	5.15	5.30	5.45
3 Years	5.41	5.57	5.72
5 Years	5.67	5.84	6.00
(3) Instr. Asst.	7.94	8.18	8.40
(4) Health	8.00	8.24	8.47

**Section 2: Longevity:**

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Additional comp. after:			
10 years	.20/hour	.20/hour	.20/hour
20 years	.30	.35	.40
25 years	.35	.40	.45

**Section 3: Call in:** Whenever an paraprofessional is called to work, the employee shall receive pay for actual time worked or a minimum of two (2) hours pay at the employee's straight-time hourly rate, whichever is greater.

**Section 4: "Act of God" Days:** The Board will pay each paraprofessional 100% of his/her daily rate for two (2) "Act of God" days if the employee does not report to work and school is not in session.

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

**Section 5: Working on "Act of God" Days:** If a paraprofessional is called in to work on an "Act of God" day, the employee will receive his/her regular rate of pay for actual hours worked in addition to the inclement weather pay as set forth in Section 4.

**APPENDIX B**

**Insurance**

**Section 1: Board Subsidy.** The Board will provide monthly subsidies in the amounts listed below which may be used to purchase MESSA SC I health insurance or (MESSA or TDA) options, effective August 23, 1994.

**A. Bus Drivers**

- (1) Four (4) or more regularly scheduled runs per day:

	<u>94-95</u>	<u>95-96</u>	<u>96-97</u>
0 through 10 yrs. service:	60.00	65.00	70.00
11 through 20 yrs. service:	65.00	70.00	75.00
Over 20 yrs. service:	75.00	80.00	85.00

- (2) Two (2) or three (3) regularly scheduled runs per day:

	<u>94-95</u>	<u>95-96</u>	<u>96-97</u>
0 through 10 yrs. service:	40.00	45.00	50.00
Over 10 yrs. service:	45.00	50.00	55.00

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

**B. Paraprofessionals**

- (1) Five (5) or more regularly scheduled hours per day:

	<u>94-95</u>	<u>95-96</u>	<u>96-97</u>
0 through 10 yrs. service:	40.00	45.00	50.00
Over 10 years service:	45.00	50.00	55.00

- (2) Subsidies will be prorated for two and one-half (2-1/2) to five (5) regularly scheduled hours per day. Proration will be based on the amounts in sub (1) above and will be computed by dividing the regularly scheduled work hours by five (5).

- (3) Less than two and one-half (2-1/2) regularly scheduled hours per day will receive no subsidy.

**Section 2:** To be eligible for insurance, the employee must make written application on forms provided by the Board.

**Section 3:** All benefits, definitions and terms shall be in accordance with the master policy between the Board and the insurance carrier.

**Section 4:** Tax Deferred Annuities may be purchased from carriers per Board Policy #3930.

Note: The Association may vote and choose MESSA SC II in place of MESSA SC I.



## APPENDIX C

### Paid Holidays and Vacations

#### **A. General**

**Section 1:** Pay for holidays and/or vacation is based on scheduled hours worked per day. The scheduled hours are assigned at the beginning of the school year or at the time of hire for each employee. The scheduled hours may be changed as authorized by the Business Manager. When the employees' hours regularly change during the year, their holiday pay and vacation hours will be determined as indicated in Sections 2 and 3 below.

**Section 2: Holidays.** The Board will pay all employees for holidays as stated below, providing they work their regular scheduled work day before and their regular scheduled work day following the holiday. In addition, employees shall be entitled to receive holiday pay providing the employee is on an authorized leave five (5) days prior or five (5) days following the holiday.

#### **A. Bus Drivers**

- (1) Normal work day hours' pay for five (5) holidays: Labor Day, Thanksgiving Day, day after Thanksgiving, Good Friday, Memorial Day.

#### **B. Paraprofessionals**

- (1) Straight time pay for hours normally worked for five and one-half (5-1/2) holidays: Labor Day, Thanksgiving Day, day after Thanksgiving, Good Friday, Memorial Day and one-half (1/2) day pay the day before Christmas. In addition, all full-time year-round employees shall receive July 4th as a holiday pursuant to the provisions stated in Section 1 above.
- (2) For those employees whose hours regularly change at certain times during the year (i.e. summer recess), holidays will be paid at the same number of hours the employees are working during the period in which the holiday falls.

**Section 3: Vacations.** All full-time year-round paraprofessionals who have completed one (1) year of service shall receive one (1) week of vacation with pay. Such week of vacation shall equate to the employee's regularly scheduled work week. After five (5) years of service an additional three days vacation will be granted.

- (a) If an employee's hours regularly change at certain times during the year (i.e. summer recess), such increase or decrease shall be considered and prorated when computing

the amount of vacation for which the employee is eligible.

- (b) It is agreed that such vacation time shall be taken by the employee during the period when he/she is not scheduled for his/her assignment (i.e., Christmas break, spring break, summer break). Vacation time may also be taken during other periods provided the employee has the prior approval of the Employer.

**EXHIBIT A**

**Notification of Usage of Personal Business Day**

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

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

I acknowledge that this Personal Business Day\* is being used for purposes that can only be conducted during the regular work day and is not being used for recreational purposes, shopping, job interviews nor the day prior to or the day following a vacation period, holiday, or parent-teacher conference day (ARTICLE XIV, Section 1).

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

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

Approval of immediate supervisor: \_\_\_\_\_

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

\*Paraprofessionals may utilize "day" in one-half and whole hours  
Bus drivers may utilize "day" in runs

LETTER OF UNDERSTANDING "A"

between the

PAW PAW BOARD OF EDUCATION

and the

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

The below parties agree to the following concerning the filling of positions temporarily or permanently vacated, or for new temporary positions.

SUBSTITUTING

Substitutes may be used when employees are absent for less than sixty (60) consecutive work days.

TEMPORARY REPLACEMENT EMPLOYEES (TRE)

A. TRE will be hired to fill positions under the following conditions:

1. The position is not permanently vacated but will be vacated for sixty (60) or more consecutive work days.
2. When an existing school year position is permanently vacated or a new position is created on or after April 1 of any school year, the Board may fill the position with a TRE or they may post the position and permanently fill the position. The position will be posted by June 1 and filled with a permanent employee before the beginning of the next school year.
3. When a newly created temporary position is created and is in existence less than thirty (30) work days, the Board will fill the position with a TRE. If the position exists for more than thirty (30) consecutive work days, but is less than sixty (60) consecutive work days, the position must be posted and may be filled with a permanent employee.

B. TRE will have the following rights:

1. Will have the same rights as other employees except they shall accrue no seniority and shall have no recall rights. TRE must wait sixty (60) consecutive calendar days before they are eligible to receive any fringe benefits including insurance, leave days, etc.

LETTER OF UNDERSTANDING "A"

Page 2

2. Will have the right to the position for which they were hired until:
  - a. Their contract period has expired.
  - b. The newly created temporary position is eliminated.
  - c. The position is filled by the reassignment of a regular employee. The Board will transfer current employees to the temporary positions if it is desirable and feasible.
  - d. The return of the employee they were replacing or filling the vacancy of a position created by a current employee transferring to a position temporarily vacated or newly created.
- C. TRE will not accrue seniority while being a temporary employee. If the TRE is hired, their seniority date will be the date of hire as a permanent employee.
- D. TRE will be given credit on the wage scale for their time served as a TRE provided there is no break in their service. If there is a break in their service, the Board may grant credit on the wage scale for all or part of the time served as a TRE.
- E. The term "consecutive calendar days" shall mean the period employees are scheduled to work, excluding summer, winter and spring recesses.

ASSOCIATION

BOARD

By: Janet Bell 10/24/94  
Date

By: Sheryl Japper 10-20-94  
Date

By: Harold Larson 10/21/94  
Date

By: Tom Bontekoe 10/14/94  
Date



**LETTER OF UNDERSTANDING "B"**  
between the  
**PAW PAW BOARD OF EDUCATION**  
and the  
**VBCEA/PAW PAW EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA-NEA**

Re: Chapter 1 and Resulting Temporary Positions; 1994-95

The Chapter 1 program has the necessary funds to support a paraprofessional position for the 1994-95 school year, however, funding for subsequent years is unknown. Because of this uncertainty, the Paw Paw Board of Education and the VBCEA/PPESPA agree on the following procedure and guidelines for the Chapter 1 position.

1. The Paw Paw Board of Education will post the Chapter 1 position as a temporary position. (Jan Bell at Black River has been awarded this position.)
2. Jan Bell may return to her original position at Black River until August 20, 1995. If Chapter 1 funding is available and if she chooses to remain with Chapter 1 for 1995-96, her original position at Black River will be posted and she will forfeit any rights to that position.
3. The temporary vacancy created by Jan Bell moving to Chapter 1 will be filled within Black River School's paraprofessional staff. (Jan Bergeson has agreed to fill this temporary position. She will remain in this position until Jan Bell returns or the position is posted on August 20, 1995.
4. The resulting temporary vacancy created by Jan Bergeson will be posted and filled according to Article VII.
5. All employees affected by this Letter of Agreement will be required to serve a 60 working day probationary period in their newly assigned positions while receiving their regular rate of pay and benefits.

The parties agree that this procedure will be the least disruptive to the educational process and will only cover the 1994-95 school year. This process shall not imply any past precedent or have any future implications to the Paw Paw Board of Education or the VBCEA/PPESPA.

**ASSOCIATION**

**BOARD**

By: Jan Bell 10/24/94  
Date

By: Sheryl Vapper 10-20-94  
Date

By: Harold Larsen 10/21/94  
Date

By: Tom Bontekoe 10/14/94  
Date

LETTER OF UNDERSTANDING "C"

between the

PAW PAW BOARD OF EDUCATION

and the

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

Re: Anniversary and Seniority Dates; Nancy Siskaninetz,  
Virginia Wiley, and Jean Kracker

The parties agree that the following anniversary and seniority dates shall be established for the named paraprofessionals at The Learning Tree. These individuals worked consistently from these dates as substitutes prior to being placed into regular positions.

Benefits (i.e., sick leave, personal business) shall commence on the date these individuals were recognized as members of the bargaining unit; April 19, 1994.

	<u>Anniversary Date</u>	<u>Seniority Date</u>
Nancy Siskaninetz	9/1/92	9/1/92
Virginia Wiley	9/1/93	9/1/93
Jean Kracker	9/2/93	9/2/93

ASSOCIATION

BOARD

By: Janet Bell 10/24/94  
Date

By: Sheryl Japper 10-20-94  
Date

By: Harold Lane 10/21/94  
Date

By: Tom Bantekae 10/14/94  
Date

