

**V-BEST  
CUSTODIAL/MAINTENANCE  
PARAPROFESSIONAL  
TRANSPORTATION**

***Agreement  
for  
2021-2024***

## ALL V-BEST Table of Contents

Article Number	Article	Page
1	Agreement	1
2	Purpose and Intent	1
3	Recognition	1
4	Random Drug and Alcohol Test	2
5	Extent of Agreement	2
6	Employee Rights	3
7	Association Rights	3
8	Incident Report and Liability	4
9	Deductions	4
10	Employer's Rights	4
11	Association Release Time	5
12	No Strike or Lockout	5
13	Special Conferences	5
14	Paid Leaves	6-10
15	Unpaid Leaves	10-12
16	Holidays	12-13
17	Vacation	13-14
18	Grievance Procedures	14-16
19	Discipline	16-17
20	Discipline for Accidents Involving Use of Employer Vehicles	18
21	Personnel File	19
22	Overtime and Compensatory Time	19-21
23	Change in Personal Data	21
24	Pay Periods	22
25	Copies of Agreement	22
26	Negotiation Procedures	22
27	Business Use of Cab	22
28	Medically Fragile Students	23
29	Health Insurance Benefits	23-28
30	Wage Schedule	28-32
31	Duration	32

<b>Custodial/Maintenance Employees ONLY</b>
---

40	Seniority Within the Custodial/Maintenance Division	33-35
41	Employment	35-37
42	Reduction in Force	37-38
43	Health, Safety, and Other Conditions	38-40
44	Employee Classifications	40-41
45	Maintenance Apprentice	41-44
46	Summer Grounds/Maintenance Work	44

Transportation Employees ONLY

<b>Article Number</b>	<b>Article</b>	<b>Page</b>
47	Seniority Within the Transportation Division	45-47
48	Employee Tardiness	47
49	Reduction of Work Force	48-49
50	Bus Routes	49-56
51	Field Trips	56-59
52	Half Days	59
53	Attendance Bonus	59
54	Drivers' Responsibilities	59
55	General Provisions	60
56	Operational Rules	61-62
57	Definition and Responsibility of Bus Aides	62-63

Paraprofessional Employees ONLY

<b>Article Number</b>	<b>Article</b>	<b>Page</b>
58	Seniority Within the Paraprofessional Division	64-65
59	Bargaining Unit Work	66
60	Job Descriptions	66
61	In-Service	67
62	Travel Time	67
63	Evaluations	67-68
64	Working Conditions	68-69
65	Vacancies, Transfers, and Promotions	69-71
66	Reductions in Personnel, Layoff, and Recall	72-73
67	Work Year, Work Week, Work Day	73-74
Appendix A	Memorandum of Understanding & Letters of Understanding	75-78
Appendix B	Updated Salary Schedules	79-82
Appendix C	Medical Benefits	83

## ALL V-BEST Table of Contents

Article Number	Article	Page
1	Agreement	1
2	Purpose and Intent	1
3	Recognition	1
4	Random Drug and Alcohol Test	2
5	Extent of Agreement	2
6	Employee Rights	3
7	Association Rights	3
8	Incident Report and Liability	4
9	Deductions	4
10	Employer's Rights	4
11	Association Release Time	5
12	No Strike or Lockout	5
13	Special Conferences	5
14	Paid Leaves	6-10
15	Unpaid Leaves	10-12
16	Holidays	12-13
17	Vacation	13-14
18	Grievance Procedures	14-16
19	Discipline	16-17
20	Discipline for Accidents Involving Use of Employer Vehicles	18
21	Personnel File	19
22	Overtime and Compensatory Time	19-21
23	Change in Personal Data	21
24	Pay Periods	22
25	Copies of Agreement	22
26	Negotiation Procedures	22
27	Business Use of Cab	22
28	Medically Fragile Students	23
29	Health Insurance Benefits	23-28
30	Wage Schedule	28-32
31	Duration	32

<b>Custodial/Maintenance Employees ONLY</b>
---

40	Seniority Within the Custodial/Maintenance Division	33-35
41	Employment	35-37
42	Reduction in Force	37-38
43	Health, Safety, and Other Conditions	38-40
44	Employee Classifications	40-41
45	Maintenance Apprentice	41-44
46	Summer Grounds/Maintenance Work	44

Transportation Employees ONLY

<b>Article Number</b>	<b>Article</b>	<b>Page</b>
47	Seniority Within the Transportation Division	45-47
48	Employee Tardiness	47
49	Reduction of Work Force	48-49
50	Bus Routes	49-56
51	Field Trips	56-59
52	Half Days	59
53	Attendance Bonus	59
54	Drivers' Responsibilities	59
55	General Provisions	60
56	Operational Rules	61-62
57	Definition and Responsibility of Bus Aides	62-63

Paraprofessional Employees ONLY

<b>Article Number</b>	<b>Article</b>	<b>Page</b>
58	Seniority Within the Paraprofessional Division	64-65
59	Bargaining Unit Work	66
60	Job Descriptions	66
61	In-Service	67
62	Travel Time	67
63	Evaluations	67-68
64	Working Conditions	68-69
65	Vacancies, Transfers, and Promotions	69-71
66	Reductions in Personnel, Layoff, and Recall	72-73
67	Work Year, Work Week, Work Day	73-74
Appendix A	Memorandum of Understanding & Letters of Understanding	75-78
Appendix B	Updated Salary Schedules	79-82
Appendix C	Medical Benefits	83

**V-BEST  
CUSTODIAL/MAINTENANCE  
PARAPROFESSIONAL  
TRANSPORTATION**

**ARTICLE 1  
AGREEMENT**

This Agreement entered into this, 15 day of July, 2021, by and between the Van Buren Public School District, hereinafter referred to as the "Employer," and the Van Buren Education Support Team Association/MEA/NEA (V-BEST/MEA/NEA) hereinafter referred to as the "Association".

**ARTICLE 2  
PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Association.

The Parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Association encourage friendly and cooperative relations between their respective representatives at all levels and among all employees.

The parties recognize that this Agreement is subject to the Constitutions and laws of the United States and of the State of Michigan. To the extent any provisions of this Agreement may now or in the future conflict with the provisions of any law, it shall be deemed modified or invalid only to the extent necessary so that it will comply with the applicable provisions of any such law. All other provisions shall continue in full force and effect.

**ARTICLE 3  
RECOGNITION**

**Section 1.** Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All regular full-time and regular part-time: bus drivers and bus aides in the Transportation Department, transportation mechanics, dispatcher and assistant dispatcher, building and grounds employees, custodial/maintenance employees, paraprofessional employees, tech aides employees, and the Head Start Coordinator; but excluding all substitutes, clerical and

secretarial employees, supervisors as defined in the Act, casual employees, temporary employees, student employees, crossing guards, lunchroom mothers, and all other employees of the Employer.

**Section 2.** All Personnel represented by the Association in the above described bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "employees; or "members," and all references herein to the feminine gender shall be deemed to include and refer to the masculine gender and vice versa unless the context clearly indicates otherwise.

#### **ARTICLE 4 RANDOM DRUG AND ALCOHOL TEST**

The employer has adopted a random drug and alcohol screening for employees of the district. There is additional mandated state random drug and alcohol screening for all employees that hold a commercial driver's license (CDL). The employees shall be provided a copy of the policy.

#### **ARTICLE 5 EXTENT OF AGREEMENT**

**Section 1.** This Agreement shall constitute the full and complete commitment between the parties during its term. However, it may be modified through the voluntary, mutual consent of the parties in written and signed amendments. Either party wishing to open discussion of a particular provision during the term of the Agreement shall do so by notifying the other party, in writing, clearly identifying the contract provision(s) in question. Both parties shall have the right to refuse, in writing, to discuss any given provision(s) of the Agreement.

**Section 2.** If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in force and effect.

**Section 3.** The terms of this Agreement shall govern in any situation in which such provisions contradict existing rules, regulations, policies, or practices of the Employer.

**Section 4.** **Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of the right and opportunity are set forth in the Agreement. Therefore, the Employer, and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE 6  
EMPLOYEE RIGHTS**

**Section 1.      Non-Discrimination**

- A. The Employer agrees it will not discriminate in respect to wages, hours, or conditions of employment against any member because of his/her membership in the Association, participation in the activities of the Association, participation in negotiations with the Employer, or by his/her presentation of any complaint or grievance under terms of this Agreement.
- B. The paraprofessional's private and personal life is not within the appropriate concern or attention of the Employer unless such adversely affects the paraprofessional's ability to effectively perform assigned duties.
- C. The Employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, color, religion, national origin or ancestry, age, sex, marital status, or handicap if otherwise qualified.

**ARTICLE 7  
ASSOCIATION RIGHTS**

**Section 1.      Use of School Facilities**

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

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

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

**Section 3.      Association Representatives**

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

**Section 4.      Use of School Equipment**

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

**Section 5.      Information provided by Employer**

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



**Section 6. New Employee Information**

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

**Section 7. Bulletin Board**

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

**ARTICLE 8  
INCIDENT REPORT AND LIABILITY**

**Section 1.** In any case of assault upon an employee, it shall be the responsibility of the employee to report the incident to his/her immediate supervisor. The Employer shall provide the employee with advice as to his/her rights and obligations with respect to such assault.

**Section 2.** The Employer will provide liability insurance coverage to all employees relative to any student accident or injury subject to the terms of the carrier.

**ARTICLE 9  
DEDUCTIONS**

**Section 1.** Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for tax-deferred annuities, credit union, MEA/NEA - MESSA, MEAFS, LTD contributions or any other plans or programs jointly approved by the Association and Employer.

**ARTICLE 10  
EMPLOYER'S RIGHTS**

**Section 1.** The Employer retains the sole right to manage and conduct its operations and to comply with its obligations in accordance with state and federal laws, subject only to the condition that it shall not do so in any manner which constitutes a violation of any express term of this Agreement.

**Section 2.** Without limiting to any extent the generality of the foregoing, and solely for purposes of illustration, the Employer shall have the right to determine: the number and location of schools, classrooms, and other facilities; employee work schedules; school bus routes; services and programs to be offered; the schedule of classes, methods, textbooks and materials of instruction; courses of study and curriculum; the assignment of pupils to buildings and classes; the eligibility of pupils for use of school busses; and selection of machinery and equipment.

**Section 3.** It is further recognized that the responsibility for the selection and direction of the working forces, including the right to hire, suspend or discharge employees for proper cause, promote or transfer employees, determine the amount of overtime to be worked, relieve employees from duty, and determine the amount of supervision that is necessary, is vested exclusively in the Employer, subject to the provisions of this Agreement.

**Section 4.** The Employer shall also have the right to promulgate at any time and to enforce any rules, policies and regulations which it considers necessary or advisable for the safe, effective and

efficient operation of the School District so long as they are not inconsistent with the terms of this Agreement.

**ARTICLE 11  
ASSOCIATION RELEASE TIME**

**Section 1.** The Employer agrees to permit a total of ten (10) days per school year (September - August) to be used by officers and members of the Association for Association business. Such days shall not accumulate from one fiscal year to the next. The Association shall be required to provide the Superintendent of Schools or designee with 24 hours advance written notice of its desire to use a day. Such notice shall state the reason for the request. Additional days may be approved at the sole and exclusive discretion of the Superintendent of Schools.

**ARTICLE 12  
NO STRIKE OR LOCKOUTS**

**Section 1.** No employee shall, either directly or indirectly, take part in or cause or attempt to cause any strike of any sort whatsoever, either complete or partial against the Employer; furthermore, employees shall not engage, directly or indirectly, in any stoppages of work. Any employee who engages in any such prohibited conduct shall be subject to discipline or discharge. The grievance procedure set forth herein provides the sole remedy for the settlement of employee grievances.

**Section 2.** The Association agrees that neither it, nor any of its representatives or members, shall, either directly or indirectly, authorize, assist, permit, encourage, condone, defend, or in any way participate in or lend support to any of the conduct which is prohibited in Section 1 above. The Association further agrees that it will use its best efforts to prevent any such prohibited conduct.

**Section 3.** If an employee or this Association engages in any strike or work stoppage activity during the term of this Agreement, no provision of this Agreement will be construed as requiring the Employer to comply with the economic, fringe benefit, or other terms or conditions of this Agreement.

**Section 4.** The Employer agrees that it will not lock out any employees during the term of this Agreement. If there is a strike by any other unit of the Employer and employees covered by this Agreement are laid off, such action shall not be construed to be a lockout.

**ARTICLE 13  
SPECIAL CONFERENCES**

Special Conferences for important matters of mutual interest may be arranged between the Association President and the Employer, and/or their designated representatives. Such conferences shall be between at least two representatives of the Employer and at least two representatives of the Association.

Arrangements for a special Conference shall be made in advance, and an agenda of the matters to be taken up at the conference shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. Employees shall not lose pay or any fringe benefits (i.e. paid leave time) for time spent in a Special Conference. A representative of the MEA may attend Special Conferences.

**ARTICLE 14**  
**PAID LEAVES**

**Section 1. Reporting Absences**

- A. An employee who is ill shall give notice of his/her expected absence 30 minutes prior to his/her normally scheduled starting time, unless extenuating circumstances prevent the employee from doing so. The employer will inform employees of the person/s or office/s to be contacted and the time by which such notification shall be provided.
- B. If an employee is absent from work for reasons of illness, the employee may be required to provide documentation (including certification from the employee's physician) to substantiate and justify his/her absence and or ability to return to work. The Employer may require the employee to be examined by a physician of the Employer's choice, at the Employer's expense, to substantiate the absence and/or ability to return to work.

All medical documentation regarding absences is to be submitted directly to the Human Resource Department.

- C. Special Provisions:           Transportation
- Employees shall call the transportation office (**734-699-5100**) to report absences. The Office will be open from 6 a.m. to 5 p.m. Monday through Friday, excluding holidays.
  - During non-business hours an answering machine will be available for employees to report their absences.
  - Employees who call in to report their absences shall identify themselves, state the reason for their absence, and indicate when they will return to work, if they know.

**Section 2. Sick Leave**

- A. Bargaining unit members shall be granted one (1) sick leave day per month. Sick days earned (per the contract) will be preloaded into the employee's sick bank on July 1 for the following school year. Transportation employee's sick banks will be preloaded with three days on July 1st of each year and (per the contract), their remaining days for the year will be calculated after the November average hours are calculated and loaded by December 1st.
- B. A "day" is defined as the normal scheduled hours worked by an employee. Only earned days/hours shall be available for an employee's use.
- C. Accumulation of sick leave days shall be unlimited.
- D. Upon resignation or retirement from the Van Buren Public Schools, or in the event of death while in the employee of the District, bargaining unit members who have at least ten (10) years as a member of the bargaining unit shall receive fifty dollars (\$50) per day for all days/hours accumulated. up to a maximum of seventy (70) days and up to a maximum of \$3,500.

- E. Employees may use sick leave in hour increments.
- F. Once a member has used six (6) sick days in any fiscal year, that member shall provide a doctor's statement (doctor's note) certifying the reason/s for the employee's absence. Failure to do so shall subject that member to the following procedure:
  - A. 7<sup>th</sup> day – written warning
  - B. 8<sup>th</sup> day – 1-day unpaid suspension
  - C. 9<sup>th</sup> day – 5 days' unpaid suspension
  - D. 10<sup>th</sup> day – termination

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

- G. Transportation employees' sick leave shall be earned, credited, and used in hour increments.
- H. Special Provision: Paraprofessionals
  - Those paraprofessionals who work less than five (5) days per week will be given the opportunity to make up unpaid sick days lost after their sick days are depleted, subject to the approval of the paraprofessional's supervisor.
  - Transportation and paraprofessional employees may accrue sick leave in hour increments for summer work, but will not be eligible to use it for summer absences.
- I. Transportation and Paraprofessional employees may choose to be compensated for ten (10) unused sick time at the end of each contract year - Paid out (June 25).

**Section 3. Illness in the Immediate Family**

- A. Use of up to five (5) sick leave days shall be allowed for an illness of the employee's spouse, child or parent necessitating the employee's presence. Use of earned sick days under this provision shall be subject to the Employer's right to require appropriate medical certification of the family member's illness and the conditions requiring the employee's presence.
- B. Special Provision: Custodial/Maintenance
  - Use of earned sick days shall be allowed for an illness of the employee's spouse, child or parent necessitating the employee's presence. Once sick time has been depleted, time off for reasons of family illness shall not be permitted unless approved by the Manager of Plant Operations and Maintenance. Use of earned sick days under this provision shall be subject to the Employer's right to require appropriate medical certification of the family member's illness and the conditions requiring the employee's presence.

**Section 4.    Personal Business Leave**

- A. Employees shall be granted two (2) days of personal business leave during each contract year (July 1 to June 30) which will be taken from the sick leave bank. The employee shall request the use of personal business leave at least twenty-four (24) hours in advance to his/her immediate supervisor. Personal business days may be used in one-hour increments. Personal business days will be listed separately on the employee's paycheck. Employees may request one (1) additional personal business day which shall be taken from their sick bank. This request must be made in writing and submitted to the Director of Human Resources.
- B. Personal days approval shall not be subject to seniority rights (first come, first serve basis)
- C. Special Provision:            Transportation

If a transportation employee has unused personal business days at the end of the contract year, he/she may elect to be paid for them at the end of the contract year.

**Section 5.    Bereavement Leave**

- A. In the event of a death in the immediate family, up to five (5) bereavement leave days may be used. Immediate family shall be defined as spouse, child, parents, sibling, grandchildren and grandparents.
- B. Up to three (3) bereavement leave days may be used in the event of the death of a brother-in-law, sister-in-law, or parent-in-law.
- C. One (1) bereavement leave day may be used in the event of the death of other relatives or close friends.
- D. Up to two (2) additional days may be used by an employee for an out-of-state funeral.
- E. Special Provisions: ALL VBEST Members
  1. All members will be allowed one (1) bereavement day that does not impact sick leave, vacation, or personal time.
  2. Additional bereavement days may be deducted from sick leave, vacation, and personal business accumulation at the members' discretion. Otherwise the bereavement leave is unpaid.
  3. Documentation of attendance of the funeral service may be requested.

**Section 6.    Jury Duty Leave/Subpoenas**

An employee who is subpoenaed to testify or to serve on a jury during work hours in any judicial or administrative matter shall be paid full compensation for such time and in turn will remit to the Employer the check received for jury duty or for the appearance at any hearing when such is performed during regular working hours. The employer will reimburse to the employee any mileage allowances included in such check(s).

Employees excused from jury duty at a time which will enable them to return to work for one-half day or more shall immediately report for work after being excused.

**Section 7. Inclement Weather/Act of God Days  
Transportation and Paraprofessional**

A total of six (6) Inclement Weather/Act of God Days will be paid to all the employees. Employees can use leave time in excess of six (6) days.

**Custodial Maintenance**

On district wide snow days, custodial/maintenance employees working will receive pay at 1 1/2 overtime rate for all hours worked on snow days. Twelve month employees that are told to stay home by the Plant Operations Manager/Department Designee will receive same benefit as Transportation and Paraprofessionals above.

**Section 8. Worker's Compensation Leave**

- A. The Employer will inform the employees of on-the-job accident procedures to be followed if he/she is injured on the job.
- B. Any employee who is not able to report for duty for a period of up to seven (7) days in succession because of injuries resulting from any performance of employment duties shall not have his/her absence charged against accumulated sick leave, provided:
  - 1. That the injury occurred on school property and/or during an approved school activity;
  - 2. That upon written request, the employee submits a medical statement relative to the injury;
  - 3. That the injury occurs during the performance of his/her work duties and not as the result of negligence or carelessness on the part of the employee; and,
  - 4. That the injury be reported to the building principal or other immediate supervisor and verified by the Employer's clinic.
- C. In the case that a job-related injury extends beyond seven (7) working days and is compensable under the Michigan Workers Compensation law, the difference between the employee's regular wage and the Worker's Compensation payment shall be paid the employee from the gross amount he/she is entitled to receive from the Employer with the proportional deduction from the employee's accumulated sick leave.

**Section 9. Armed Services Leave**

An employee who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between the Reserve pay and the regular pay normally received from the employer.

During any period when the affected employee is on active duty for the Reserve or National Guard, except in the cases of national emergency, a maximum of two (2) weeks per year shall be allowed. In a national emergency, the employee shall be granted unpaid leave.

**Section 10. Long Term Disability**

All members have Long Term Disability (LTD) per Article 29 section 1-part F. When members have been put off work by their doctor for an extended amount of time, they can and or will be covered by their Long Term Disability.

**Section 11. Family Medical Leave Act**

- A. FMLA provides up to twelve (12) weeks of job protected leave for each eligible employee (currently defined as employees who have worked for the District for at least 1250 hours) if the employee requests leave for one of the following reasons, the employer shall consider the initial twelve (12) weeks of such leave as a request for leave under the family and medical leave act:
  - 1. The serious health condition of the employee; or
  - 2. Of the employee's spouse, parent, child, or
  - 3. The placement of a child for adoption or foster care; or
  - 4. The birth of employee's son or daughter and care of the infant child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.
- B. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began.
- C. The employee shall have the option of using accrued paid leave days, if available. The remainder of the leave time will be unpaid.
- D. Medical, dental, and vision benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.
- E. Seniority shall continue to accrue during the FMLA leave. Salary schedule credit shall also continue to accrue while on leave.
- F. The employee shall have the right to take the leave on a reduced or intermittent.
- G. The employer reserves the right to require appropriate certifications as provided in the FMLA. Certification for taking the leave shall be satisfied through the use of the U.S. Department of Labor form attached as appendix \_\_\_\_\_. Certification for return to work shall be satisfied by a statement from the employee's personal physician that the employee is physically able to return to work in the employee's original assignment.

**Section 12. Short Term Disability**

Short term disability (STD) is available for members to purchase. The cost of the short term disability is the member's full responsibility.

**ARTICLE 15  
UNPAID LEAVES**

**Section 1. Medical Leave of Absence**

- A. The Employer shall grant a leave of absence of up to twelve months to a bargaining unit member who is unable to perform his/her regular duties for an extended period of time

because of illness or disability (including pregnancy related disabilities), provided the employee provides written certification of illness or disability from his/her doctor.

- B. In the event the Employer questions the certification, it may, at its own expense, require that the employee be examined by a doctor of its own choice. Except as otherwise provided herein, such leave shall be without salary for a maximum period of one year unless extended by the Employer.
- C. The leave shall be without pay or benefits, except that the Employer agrees to continue health insurance coverage for a period not to exceed a period of one year, provided the employee is not covered by other insurance and is otherwise eligible for coverage. The employee shall continue to accrue seniority.
- D. Application for a Medical Leave of Absence and application for return from the same leave must be in writing and must be submitted to the employee's immediate supervisor at least ten (10) calendar days prior to the date on which the leave will begin or end, unless the Employer makes an exception for good cause.
- E. The Employer may fill the vacated position by the temporary assignment of another bargaining unit member or by a substitute.
- F. The leave may be extended with the approval of the Employer.
- G. Special Provisions:      Transportation
  - 1. During the leave of absence of a regular driver, a substitute driver will fill her position.
  - 2. If the driver returns after the expiration of the leave or the 90 calendar day period, he/she will be assigned as a substitute driver at the hourly rate of pay earned when he/she was granted the leave.

**Section 2.      Immediate Family Emergency Leave**

- A. An immediate family emergency leave shall be granted to an eligible bargaining unit member for a period not to exceed ninety (90) calendar days. An emergency shall be defined as an accident, injury, or illness resulting in physical or mental disability for which no other arrangement for care may be made.
- B. The employee shall request the leave one calendar week in advance of the beginning of the leave. The employee shall request his/her return to work two calendar weeks prior to the intended date of return. The Employer upon request may waive these request requirements.
- C. Immediate family shall include spouse, child, parent, brother and sister of the employee.
- D. The employee shall return to the same work assignment provided the terms of the leave are followed by the employee.



**Section 3. Educational Leave**

The Employer may grant an educational leave of a full semester or a full school year to an employee who makes an application.

**Section 4. Military Leave**

Applicable federal and state laws shall govern the reemployment rights of employees leaving the district for military service.

**Section 5. General Purpose Leave**

A general-purpose leave may be granted for up to a full semester or school year.

**Section 6. Abuse of Unpaid Leaves**

Any employee granted any of the above unpaid leaves and who works for another employer during the leave shall have forfeited his/her job and shall be considered terminated.

**ARTICLE 16  
HOLIDAYS**

**Section 1. The following days shall be recognized as holidays:**

July 4	Day before Christmas	New Year’s Day
Labor Day	Christmas Day	Day after New Year’s Day
Thanksgiving Day	Day after Christmas	Martin Luther King Day
Day after Thanksgiving	Day before New Year’s Day	Memorial Day
Good Friday		

Paraprofessionals: .....Exclude July 4 and Labor Day (only if school starts after Labor Day)

Transportation: .....Exclude July 4

Custodial/Maintenance: .....Exclude day after New Year’s Day

For 2021-2022 school year ONLY, members will work Good Friday with overtime pay according to contract and receive a paid day off the Friday before Labor Day. This is a one-time non-precedent agreement. VBEST holidays will not be changed without agreement by both parties.

**Section 2. Work Requirement for 12-Month and School Year Employees**

**A.** Holiday pay shall be paid for the bargaining unit member’s regularly scheduled hours for the above holidays provided he/she works his/her last scheduled day prior to and his/her first scheduled day following the holiday or if the employee is on an approved paid leave such as sick leave, bereavement leave, etc. Personal business days may not be used to extend holidays.

**B. Special Provisions: Transportation**

- 1) Holiday pay for Labor Day shall be based on the number of hours per day in the route which the employee is awarded pursuant to the initial bid process, and holiday pay for subsequent holidays shall be based on the number of hours per day in the employee’s bid route at the time of such holidays.
- 2) An employee who is sick prior to or following a holiday shall provide to the employer certification of the same from her doctor.

3) Transportation employees may use Personal Business Days to extend a holiday.

**Section 3. Work Requirement for Summer Employees**

For summer employees, holiday pay shall be paid for the employee’s regularly scheduled summer hours provided he/she works his/her last scheduled day prior to and first scheduled day following the holiday.

**Section 4. Overtime Rate for Working on the Holiday**

A. Employees who work on a holiday will be paid time-and-one-half for the hours worked in addition to the holiday pay. If an employee works beyond the normal shift, the rate will remain at time-and-one-half.

B. Special Provision: Transportation

When required to work on a holiday, the employee shall be paid two times her regular hourly rate for all hours worked.

**Section 5. Holiday During a Paid Vacation**

If a holiday occurs during an employee’s paid vacation period, it shall not count as a vacation day.

**ARTICLE 17  
VACATION**

**12-MONTH EMPLOYEE VACATION PROVISIONS - (52 Weeks continuous employment, not a combination of a school term position and a summer position.)**

**Section 1.**

A. No vacation time shall be earned during the probationary period of employment. Each year on July 1 vacation shall be credited based on accrual during the prior year. Vacation days must be earned in the prior contract year before it can be used in the current year. After an employee requests vacation time, they must be notified of the decision within three (3) days.

B. Vacation time must be taken within the periods scheduled and approved by the Employer. Vacation requests shall be submitted for approval by the appropriate supervisor not less than seven (7) days prior to the date the employee desires to commence his/her vacation. The Employer may approve vacation time with less notice where appropriate.

Where there are requests for vacation from more employees than the Employer will allow to take vacation at any one time, vacation will be granted on a first-come, first-served basis; however, if two (2) applications are submitted within the same week, the application submitted by the more senior employee will be granted.

**Section 2.**

**The following schedule shall apply for vacation time:**

- Following probation, during the remaining months of the employee’s initial year up to June 30, one- half day per month.
- Second year.....12 days

- Third year through the fifth full year of employment.....14 days
- Sixth year through the tenth full year of employment .....17 days
- Eleventh year and all additional years of full employment .....20 days

Regular full-time employees shall earn vacation computed on a per diem basis. Regular part-time employees shall earn prorated benefits computed on a per diem basis.

**Section 3.**

- A. Employees shall not be permitted to receive extra pay in lieu of earned vacation time except in unusual cases where the appropriate supervisor and Director of Personnel may approve such action.
- B. When an employee terminates employment or receives pay in lieu of earned vacation time as provided in Section 3 (A) above, payment for his/her accrued vacation shall be included in the last paycheck, computed to the date of termination. Payments for accrued vacation time shall be based on the rate of pay the employee is receiving at the time he/she terminates.

**Section 4.** Sick days shall not be used during vacations or to extend vacations.

**Section 5.** Vacation time shall be computed as of June 30<sup>th</sup> of each fiscal year. Employees will receive prorated vacation time based on time worked during the fiscal year.

**ARTICLE 18  
GRIEVANCE PROCEDURE**

**Section 1.      Definition of a Grievance**

A grievance under this Agreement is a written dispute, claim or complaint arising under this Agreement, which has not been satisfactorily resolved informally between the employee, the employee's supervisor and, at the employee's request, the employee's Steward. It may be filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of this Agreement.

No grievance may be considered unless it is filed at Step 1 within ten (10) working days of the occurrence or knowledge of the event giving rise to the grievance.

**Step 1.              Oral and Written: Immediate Supervisor**

In the event a dispute or grievance arises under this Agreement, the employee(s) involved and the Steward shall first discuss the matter with the employee(s) immediate supervisor who will consider such grievance and reply orally to the employee(s) involved within five (5) working days of the oral presentation of the grievance.

If a satisfactory settlement is not made, the grievant shall submit it in writing to his/her immediate supervisor within five (5) working days following the oral disposition of the

grievance by the supervisor. The grievance shall be signed by the employee. The supervisor shall then have five (5) working days to respond in writing.

Step 2. Superintendent or Designee

If a satisfactory settlement of the written grievance is not made in Step 1, the grievance shall be filed by the Steward with the Superintendent or Designee within ten (10) working days following the receipt of the supervisor's written disposition in Step 1. A meeting will be scheduled by the Superintendent or Designee within ten (10) working days after receipt of the grievance. The grievant (or not more than two members of a group of grievants, together with the Steward, Local President, and, if desired, the MEA Representative), will meet with the Superintendent or Designee. The Superintendent or Designee shall answer the grievance in writing within ten (10) working days after the conclusion of the meeting.

Step 3. Arbitration

If the grievance has not been satisfactorily adjusted at Steps 1 or 2, the Association may request arbitration within thirty (30) calendar days after the reply of the Superintendent is received, by written notice to the Superintendent.

The arbitration proceedings shall be conducted by an ad hoc arbitrator to be selected by the Employer and Association within ten (10) days after notice has been given. If the parties fail to select an arbitrator within such time, either party may request that the grievance be referred to the American Arbitration Association. Thereafter, the grievance shall be handled in accordance with the rules of the American Arbitration Association.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

There shall be no appeal from the arbitrator's decision. Each such decision shall be final and binding on the Association and its members, the employee or employees involved, and Employer.

**Section 2. Timelines**

Any grievance upon which a disposition is not made by the Employer within the time limits prescribed or any extension which may have been agreed to, shall be deemed to be granted if the monetary liability of the district on such grievance does not exceed \$150. If the grievance involves a monetary liability in excess of \$150, the grievance shall automatically be referred to the next step of the grievance procedure. Any grievance not carried to the next step by the Association within the prescribed time limits agreed to shall be automatically closed upon the basis of the last disposition, and shall not be subject to further review unless stipulated to by the Employer and the Association. Any grievance resolved by default under this section shall not be considered a precedent for any other case.

No grievance may be considered unless it is filed at Step 1 within 20 working days of the

occurrence of the event giving rise to the grievance.

**Section 3.     **Withdrawing a Grievance****

Any grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one month from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such an event, the withdrawal without prejudice will not affect financial liability.

**Section 4.     **Claims for Back Wages****

The grievant shall have no claim for back wages in excess of the amount of wages the grievant would otherwise have earned at her regular rate.

**ARTICLE 19  
DISCIPLINE**

**Section 1.**

The employer shall not discipline (including discharge) an employee without just and stated cause (which shall include violation of the operational rules attached hereto). Except as otherwise provided in this Article, in the imposition of discipline against an employee, the Employer agrees to adhere to the following schedule of progressive corrective discipline:

- (1)     Verbal warning (documentation placed in file);
- (2)     Written reprimand;
- (3)     One day off without pay;
- (4)     One week off without pay;
- (5)     More severe discipline (up to and including discharge).

In imposing discipline on a current charge, the Employer agrees not to take into account any minor infractions of record more than three years old.

Notwithstanding the foregoing, in cases of serious violations, the Employer may immediately impose more serious discipline (up to and including discharge) where circumstances warrant. Disciplinary penalties for accidents involving the use of Employer vehicles shall be governed by Article 20 of this Agreement.

**Section 2.**

Employees shall be provided written notice of any disciplinary action taken against them. A notice of a disciplinary penalty less than termination shall include the following information:

- (1)     Identify the misconduct.
- (2)     Indicate expected correction.
- (3)     Establish the time by which correction must be made. (if Applicable)

**Section 3.** Employees shall be required to acknowledge receipt of all notices of discipline by signing and dating the Employer's copy of said notice(s).

**Section 4.** A copy of the written notice of disciplinary action taken against an employee shall be promptly provided to the Association President.

**Section 5.** Prior to imposing disciplinary action against an employee, the Employer will meet with the employee in an attempt to clearly understand the situation. The employee may request the presence of an Association Representative of the Employees choice if that representative is available within 24 hours and if so requested, the Employer shall provide for an Association Representative to be present.

**Section 6.** The disciplined employee will be allowed to discuss her discipline with an Association Representative and the Employer will make available an area where she may do so, before she is required to leave the property of the Employer. Upon request, the Employer will discuss the discipline with the employee and the Representative within two (2) working days of said action.

**Section 7.** Should the disciplined employee, or the Representative, consider the discipline to be improper, the matter will be considered under the Grievance Procedure (Article VII), commencing at Step 1.

**Section 8.** Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation (including field trips, provided the driver has signed within the last four postings of field trips prior to her suspension or discharge) and other rights and conditions of employment.

**Section 9.** **Probation**

- A. Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work as a member of the bargaining unit. The probationary period shall be ninety (90) calendar days.
- B. The probationary period of an employee may be extended by mutual agreement of the Employer and the V-BEST Association.
- C. The Association shall represent probationary employees for the purpose of collective bargaining with respect to wages, hours and conditions of employment as set forth in this Agreement, provided, however, that the discipline, discharge or layoff of probationary employees shall be at the sole and exclusive discretion of the Employer and shall not be subject to the grievance procedure.
- D. Probationary employees are at-will employees.

**ARTICLE 20**  
**DISCIPLINE FOR ACCIDENTS**  
**INVOLVING USE OF EMPLOYER VEHICLES**

**Definitions:**

- (a) Accident: An event, occurrence or happening which is unexpected or undersigned, which has an element of chance or probability, and which produces unintended injury or property damage.
- (b) Non-Preventable Accident (non-chargeable): An accident which occurred in spite of the fact that the driver(s) did everything reasonable under the circumstances to prevent it.
- (c) Preventable Accident (chargeable): A preventable accident is one in which a driver fails to do everything she reasonably could have done under the circumstances to prevent it.
- (d) Vehicle: The definition of a vehicle shall include an automobile, bus, van, hi-low, tractor, motorcycle, or truck.

Chargeable accidents against an employee involving total damage under \$2,500 and not involving personal injury shall be considered a minor accident and the following progressive corrective discipline steps shall apply; however, the first chargeable accident involving total damage under \$300 and not involving personal injury shall result in a non-disciplinary warning regardless of where such person may then be in the progressive disciplinary chain.

- 1st Offense - Step 1: Written reprimand
- 2nd Offense - Step 2: One day off without pay
- 3rd Offense - Step 3: Three days off without pay and in-service training
- 4th Offense - Step 4: One week off without pay and in-service training
- 5th Offense - Step 5: More serious discipline up to and including discharge

Chargeable accidents against an employee involving total damage over \$2,500 or personal injury shall be considered a major accident and the following progressive corrective discipline steps shall apply:

- 1st Offense - Step 3: Three days off without pay and in-service training
- 2nd Offense - Step 4: One week off without pay and in-service training
- 3rd Offense - Step 5: More severe discipline up to and including discharge

In cases of major accidents involving substantial property damage or personal injury, the Employer may immediately impose more serious discipline up to and including discharge. Employee chargeable vehicle accidents on record more than three years old shall not apply to this policy.

It is understood the Employer shall determine whether an employee accident is chargeable or non-chargeable and the Employer shall also determine the amount and kind of in-service training when necessary and shall reimburse the employee for all time involved. The decision will be a matter for the grievance procedure. In the event an employee incurs more than one chargeable accident within a three-year period involving a mix of major and minor accidents, the progression of steps shall be to the next available higher step unless more serious action is warranted, i.e., minor step 1 to major step 3, minor step 3 to major step 4, major step 3 to minor step 4. If there is reasonable suspicion of drug or alcohol abuse employees may be sent to the clinic for drug/alcohol testing.

**ARTICLE 21  
PERSONNEL FILE**

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

Because an employee's social security number can be used to obtain personal and confidential information including medical, economic and other data, the District agrees it will not release any employee's social security number to other than an official governmental body.

Whenever a FOIA request is made for any information regarding an employee, the district shall immediately notify the employee.

**ARTICLE 22  
OVERTIME AND COMPENSATORY TIME**

**Section 1.      A.      Definition**

All hours worked by an employee in excess of forty (40) hours per week shall be paid at the rate of time-and-one-half. Except as otherwise provided in this Agreement, paid personal leave days, paid vacation days, paid holidays, shall be counted as hours worked for purposes of computing an employee's overtime entitlements.

However, at the point where an employee has accumulated eight (8) or more days of absence during the current contract year he/she shall not be eligible to have any of the above paid days counted as hours worked for purposes of computing overtime. Personal business days, vacation days and absences of three (3) or more consecutive days shall not be counted in the eight (8) accumulated absences.

**B.      Eligibility: Custodial Maintenance Employees**

To be eligible for an overtime assignment, a custodial/maintenance employee must work his/her scheduled work day prior to an overtime assignment. Only hours credited for vacation, paid personal leave, paid vacation days, paid holidays and paid inclement weather/Act of God days will be credited as hours actually worked.

**Section 2.      Right to Overtime**

Employees in the bargaining unit shall not have a right of first opportunity to available overtime. Temporary, casual and substitute employees may be used by the Employer without restriction, except that in normal situations the Employer agrees not to employ any such employees in excess of eight hours per day, Monday through Friday, nor will it assign such employees to perform maintenance and/or custodial functions on weekends.



**Section 3. Equalization of Overtime**

- Custodial/Maintenance Provision:  
The Employer will make every effort to equalize within each job classification in building the distribution of overtime.
- Transportation Provision:  
Equalization of overtime shall not apply to transportation employees. (See Article 64, Field Trips.)
- Paraprofessional Provision:  
Equalization of overtime shall not apply when it is due to services related to a paraprofessional's assigned special needs student.

**Section 4. Custodial/Maintenance After-hours Call-In**

A custodial/maintenance employee reporting at the Employer's request for work not scheduled in advance and which is outside of and not continuous with his/her regular work period, shall be guaranteed a minimum of one and one half (1 1/2) hours pay at his/ her regular rate unless any part of the time actually worked by the employee shall raise the total hours worked in the work week to more than 40, in which case said additional time over forty hours shall be paid for at the rate of time-and-one-half.

**Section 5. Working in a Higher Classification**

An employee who works in a higher paid classification will receive the higher classification pay rate for straight time and 1.5 times the higher rate for any overtime worked in that capacity.

- **Special Provisions: Custodians**
  - A.** When an afternoon custodian replaces a day head custodian, he/she shall receive the higher classification pay for time worked in that capacity, but shall receive his/her own overtime classification pay when returning to his/her regular job and is no longer working in the higher classification.
  - B.** A custodian will receive his/her own rate for the regular eight-hour shift, but when he/she begins acting as the head custodian on a second shift, he/she will qualify for the higher overtime rate for as long as he/she acted in that capacity.

**Section 6. Overtime in a Salaried Position/Higher Classification**

When an employee works in a higher classification in which someone is paid an annual salary, the compensation shall be determined by dividing the higher salary by 2,080 to determine the basic hourly rate, and then will be multiplied by 1.5 for overtime hours.

**Section 7. Compensatory Time**

Time worked by an employee beyond the normal work schedule but, when combined with the normal assigned hours, does not exceed forty (40) hours in a given week shall be accrued as

compensatory time off on an hour-for-hour basis.

- Special Provision: Transportation

There shall be no compensatory time for drivers or aides. However, the dispatcher and assistant dispatcher may qualify for compensatory time.

Time worked over eight hours in any day or over 40 hours in any week will be paid at one and one-half times the employee's straight hourly rate. The allowance of an overtime premium on any hour shall preclude consideration of that hour as qualifying for overtime premium on any other basis. Only hours credited for paid holiday, paid personal leave and paid inclement weather/Act of God day/s will be credited as hours actually worked and eligible for inclusion in the forty (40) hour calculation.

### **Section 8. Compensatory Time Off/Overtime Pay**

An employee shall be offered one of the following options when required to work in excess of the normal work week, i.e., forty (40) hours in a seven (7) day period commencing at 12:01 a.m. Monday and ending at midnight the following Sunday:

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

### **Section 9. Accrual and Use of Compensatory Time**

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

When an employee requests use of accrued compensatory time, the Employer shall grant the request unless the time off would cause an undue disruption of the employer's operation. Employees may use accrued comp time to extend holidays or vacation.

## **ARTICLE 23 CHANGE IN PERSONAL DATA**

**Section 1.** Employees shall notify the employer of their correct name, address and telephone number. Any changes in an employee's name, address and telephone number shall be reported to the Employer within five (5) days after any such change occurs.

**Section 2.** The Employer shall be entitled to rely upon an employee's name, address and telephone number shown on its records for all purposes involving the employee's employment and this Agreement.

**Section 3.** District will provide forms yearly requesting updated employee information and agree to update employee information within five days of receipt.

**ARTICLE 24  
PAY PERIODS**

**Section 1.** All employees shall be paid on the 10th and 25th of each month. Paraprofessionals shall have the option of being paid either 20 or 24 pay periods throughout the year

**Section 2.** Employees leaving on vacation shall, upon request, be given their regular paycheck before they leave for the time they will be gone, provided the payroll is completed prior to the commencement of the employee's vacation.

**Section 3.** Should it be established that an employee owes the school district monies, the parties authorize such monies to be deducted by way of payroll deduction.

**ARTICLE 25  
COPIES OF AGREEMENT**

Copies of this Agreement shall be emailed to each employee and if requested, a copy printed at the expense of the Employer and provided to those employees. Copies shall be presented to all new bargaining unit employees upon their hire date. The Employer shall also provide 10 copies of the Agreement to the Association without charge.

**ARTICLE 26  
NEGOTIATION PROCEDURES**

**Section 1.** The parties agree to open negotiations for a successor Agreement not later than 90 days preceding the expiration of this Agreement.

**Section 2.** Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Employer and by the Association. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

**ARTICLE 27  
BUSINESS USE OF CAR**

Any employee who is required and authorized pursuant to his/her job to travel on school business shall be paid mileage at the current IRS rate. Mileage reimbursement forms will be provided to Employees and will be paid within 30 days of receipt by the business office.

**ARTICLE 28  
MEDICALLY FRAGILE STUDENTS**

The district acknowledges that it has and will continue to provide appropriate insurance, training, and equipment for employees working with medically fragile/special needs students. The district will provide the training annually or as needed for new hires or because of changes to individual student needs.

**ARTICLE 29  
HEALTH INSURANCE BENEFITS**

**Section 1. Eligibility for Health Benefits**

All members eligible for insurance under this agreement shall have the choice to select one of the following:

1. VBPS PPO Zero deductible (BCBS), \$20 office visit, and prescription insurance.
2. VBPS HSA \$1400/\$2800
3. VBPS HSA \$2500/\$5000 (District contributes \$250/\$500 to HSA)

The District shall fully fund the medical insurance premiums up through monetary amounts (the “hard cap” amounts) as long as the board maintains the hard cap or the parties negotiate the 80/20 premium share option, subject to its rights pursuant to 2011 pa 152 MCL 5.563. Association members will contribute any remaining medical insurance premium costs beyond the hard cap, as long as the board maintains the hard cap.

**A. 52 Weeks; Thirty to Forty (30 to 40) Hours Requirement**

1. The Employer shall provide to the bargaining unit member who is regularly scheduled to work a continuous fifty-two (52) weeks position (not a combination of a school term position and a summer position) and thirty (30) to forty (40) hours per week, VBPS BCBS PPO Zero deductible and both VBPS BCBS HSA plans, as specified herein, for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by the District, including sponsored dependents.
2. A member responsible for an insurance co-pay shall continue to pay that amount during the 30-day benefit waiting period for LTD.

**PLAN A - for bargaining unit members electing any BCBS health insurance plan:**

Health:	VBPS PPO Zero Deductible (BCBS), VBPS HSA \$1400/\$2800 (BCBS), or VBPS HSA \$2500/\$5000 (BCBS, district contributes \$250/\$500 to HSA)
Negotiated Long	66 2/3%
Term Disability:	\$3,000 Maximum Monthly Benefit 30 Calendar Days Straight Wait Pre-Existing Condition Waiver – Yes Freeze on Offsets – Yes Alcohol/Drug Waiver – Same as any other illness Mental/Nervous Waiver – Same as any other illness Waiver

	of Health Insurance Premium
Negotiated Life:	\$35,000 with AD&D
AND Dental:	80/80/80: \$800 or 50/50/50: 800 (\$1,000 Maximum Class I & II)
Vision:	EyeMed

Sponsored dependents shall be considered eligible dependents for Health Coverage only.

**PLAN B – For bargaining unit members not electing health insurance:**

Negotiated Long	66 2/3%
Term Disability:	\$3,000 Maximum Monthly Benefit 30 Calendar Days Straight Wait Pre-Existing Condition Waiver – Yes Freeze on Offsets - Yes Alcohol/Drug Waiver – Same as any other illness Mental/Nervous Waiver – Same as any other illness Waiver of Health Insurance Premiums
Negotiated Life:	\$40,000 with AD&D
ADN Dental:	80/80/80: \$800 or 50/50/50: \$800 (\$1,000 Maximum Class I & II)
Vision:	EyeMed

**B. Fewer than 52 Weeks; Thirty (30) Hours Requirement**

1. The Employer shall provide to the bargaining unit member who is regularly scheduled to work fewer than 52 weeks and at least thirty (30) hours per week VBPS PPO zero deductible (BCBS), VBPS HSA \$1400/\$2800 (BCBS), or VBPS HSA \$2500/\$5000 (BCBS, district contributes \$250/\$500 to HSA) as specified herein, for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by the District, including sponsored dependents.

A member responsible for an insurance co-pay shall continue to pay that amount during the 30-day benefit waiting period for LTD.

Sponsored dependents shall be considered eligible dependents for Health Coverage only.

**PLAN A - For bargaining unit members electing any BCBS health insurance plans:**

Health:	VBPS PPO Zero deductible (BCBS), VBPS HSA \$1400/\$2800 (BCBS), or VBPS HSA \$2500/\$5000 (BCBS, District contributes \$250/\$500 to HSA)
Negotiated Long	66 2/3%
Term Disability:	\$3,000 Maximum Monthly Benefit 30 Calendar Days Straight Wait Pre-Existing Condition Waiver – Yes Freeze on Offsets – Yes Alcohol/Drug Waiver – Same as any other illness Mental/Nervous Waiver – Same as any other illness Waiver of Health Insurance Premium
Negotiated Life:	\$35,000 with AD&D
ADN Dental:	80/80/80: \$800 or 50/50/50: \$800 (\$1,000 Maximum Class I & II)
Vision:	EyeMed

Sponsored dependents shall be considered eligible dependents for Health Coverage only.

**PLAN B – For bargaining unit members not electing health insurance:**

Negotiated Long	66 2/3%
Term Disability:	\$3,000 Maximum Monthly Benefit 30 Calendar Days Straight Wait Pre-Existing Condition Waiver – Yes Freeze on Offsets - Yes Alcohol/Drug Waiver – Same as any other illness Mental/Nervous Waiver – Same as any other illness Waiver of Health Insurance Premium
Negotiated Life:	\$40,000 with AD&D
ADN Dental:	80/80/80: \$800 or 50/50/50: \$800 (\$1,000 Maximum Class I & II)
Vision	EyeMed

A member responsible for an insurance co-pay shall continue to pay that amount during the 30-day benefit waiting period for LTD.

As of ratification of the 1999-2000 Agreement, any member not currently enrolled in the health plan will become eligible for enrollment within this category only if there is a change in family status, and will pay the remainder of the premium share subject to hard cap limits based on the employee's selected level of coverage (full family/2 person/single).

**C. Twenty (20) Hours Requirement: Employees Hired After September 15, 1994:**

The Employer shall provide to bargaining unit members who are regularly scheduled to work at least twenty (20) hours per week but fewer than thirty (30) hours per week, and who were hired after September 15, 1994, VBPS PPO Zero deductible (BCBS), VBPS HSA \$1400/\$2800 (BCBS), or VBPS HSA \$2500/\$5000 (BCBS, District contributes \$250/\$500 to HSA), as specified immediately above in Section 1, B, for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by the District, including sponsored dependents.

These bargaining unit members shall pay the remainder of the premium share subject to hard cap limits copay of the cost of the benefit that the district is charged for any other member in that category, i.e., full family; two-person; single person.

A member responsible for an insurance co-pay shall continue to pay that amount during the 30-day benefit waiting period for LTD.

**D. Current Employees Not Eligible for Health Benefits and Employees Hired After April 1, 2000.**

As of April 1, 2000, any current employee working fewer than twenty (20) regularly scheduled hours per week and any newly hired employee shall only be eligible for health benefits when regularly scheduled to work at least thirty (30) hours per week.

**F. LTD and Life Insurance for All Members**

All members shall be eligible for and receive Negotiated Long Term Disability Insurance at no cost to the member.

All members shall be eligible for and receive Negotiated Life Insurance at no cost to the member.

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

The District agrees to the following Cash in Lieu amounts for eligible members who choose to not accept medical coverage.

<b>Number of Members taking Cash in Lieu</b>	<b>District pays</b>
<b>40</b>	<b>\$750.00</b>
<b>43</b>	<b>\$1500.00</b>
<b>48</b>	<b>\$2000.00</b>
<b>53</b>	<b>\$3000.00</b>

An employee receiving cash in lieu of health benefits shall continue to receive the cash benefit payout each month unless the employee is on a voluntary, unpaid leave, i.e., a leave other than medical or emergency leave.

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

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

**Section 4. Section 125 Plan**

The District shall provide to bargaining unit members a qualified plan under Section 125 of the Internal Revenue Code that includes the following:

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

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

The program will become effective thirty (30) days from the date of this agreement.

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

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

**Section 5. Open Enrollment Period**

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

**Section 6. No Double Coverage**

No bargaining unit member shall be eligible to receive insurance coverage through the Van Buren Public Schools in addition to being covered by insurance paid through any other source unless the employee provides evidence that the coverage from another source is mandatory.

**Section 7. Option to Purchase Insurance**

Bargaining unit members not eligible for Board-paid insurance coverage may purchase VBPS PPO Zero deductible (BCBS), VBPS HSA \$1400/\$2800 (BCBS), or VBPS HSA \$2500/\$5000 (BCBS, District contributes \$250/\$500 to HSA); (includes health coverage, only, not dental or vision) at his/her own expense, not to exceed the cost of the benefit that the district is charged for any other member in that category, i.e., full family; two-person; single person. For example, a single person choosing single person coverage would pay the single person rate. An employee purchasing insurance shall pay for it on a monthly basis, in advance, by money order, check, or payroll deduction.

**Section 8. Option to Purchase Life Insurance**

All bargaining unit members may buy up to an additional \$15,000 in term life insurance at his/her own cost.

**Section 9. Dual Choice**

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

1. The employee may select single subscriber hospital-medical coverage, paid by the Board, with the spouse electing single subscriber coverage from his/her employer in instances of the husband-wife family unit with no children or dependents. This does not apply to a husband and wife within the Van Buren Public Schools.
2. The following shall not be considered an employer paid hospital-medical insurance plan for purposes of no dual coverage:
  - A. Hospital-Medical coverage provided by another employer, but whose premiums paid by the employee's spouse in the amount of 50%.
  - B. Hospital-Medical insurance coverage dictated by legal decrees, such as divorce decrees, which require that the dependent's hospital-medical coverage be provided by the employee and/or his/her spouse resulting in dual insurance coverage.
  - C. Hospital-medical insurance that is mandated by another employer. In the event that a spouse's employer refuses to drop or reduce its hospital-medical coverage, the employee



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

- D. Requests for dependent coverage change which do not fall within the spouse's insurance open enrollment window period. Dual hospital-medical insurance coverage shall be allowed temporarily for the employee, spouse, and his/her dependents, if the request for dependent coverage change does not fall within the spouse's insurance open enrollment window period. Such dual coverage shall be extended until the effective date following the next open enrollment period.
  - E. Waivers of hospital-medical coverage that would also waive vision, dental, or life insurance benefits. When a waiver of health care coverage would also have the effect of waiving vision, dental or life insurance benefits under another employer's health care plan, then the employee may be allowed double coverage.
  - F. Limited health insurance plans mandated by statute. An individual receiving health benefits through the U. S. Government or Veteran's Administration, for example, which are limited to a specific condition or may be limited benefits for all conditions, the individual would be eligible for Van Buren School District health insurance.
  - H. Hospital-medical coverage provided under a pension or retirement plan where the coverage is mandatory.
3. Hospital-medical coverage shall be allowed for the employee's over-age dependents when the spouse's policy does not provide for said coverage.

**Section 10. No Loss of Benefits**

An employee hired by the District prior to September 15, 1994, moving from one division to another shall not experience a reduction in health benefits currently enjoyed provided he/she is employed the minimum number of hours required to qualify for that level of benefits as specified elsewhere in this article.

**ARTICLE 30  
WAGE SCHEDULES**

**Section 1 Longevity (All Units)**

- a. Longevity bonus to sunset at expiration 2024
  - I. 10 years of service - \$500.00
  - II. 15 years of service - \$700.00
  - III. 20 years of service - \$800.00
  - IV. Paid in full in June

**VBEST SALARY SCHEDULE**

July 14, 2021 - June 30, 2022

**Transportation**

Drivers		Grandfathered Aides		New Aides	
1 yr.	18.45	Start	\$12.72	1 yr.	13.20
2 yr.	19.05	90 days	\$13.18	2 yr.	13.50
3 yr.	19.65	1 yr.	\$13.84	3 yr.	13.80
4 yr.	20.25	2 yr.	\$15.50	4 yr.	14.10
5 yr.	20.85	3 yr.	\$15.60	5 yr.	14.40
6 yr.	21.45			6 yr.	14.70
7 yr.	22.05			7 yr.	15.00
8 yr.	22.65			8 yr.	15.30
9 yr.	23.25			9 yr.	15.60
10 yr.	23.85			10 yr.	15.90

**Custodial/Maintenance**

	1 <sup>st</sup> yr	2 <sup>nd</sup> yr	3 <sup>rd</sup> yr	4yr	5yr	6yr	7yr	8yr	9yr	10yr	11 yr	12yr
Class I	19.70	20.35	20.70	21.05	21.40	21.75	22.10	22.45	22.80	23.15	23.50	23.85
Class II	18.40	18.75	19.10	19.45	19.80	20.15	20.50	20.85	21.20	21.55	21.90	22.25
Class III	17.80	18.15	18.50	18.85	19.20	19.55	19.90	20.25	20.60	20.95	21.30	21.65
Class IV	16.70	17.05	17.40	17.75	18.10	18.45	18.80	19.15	19.50	19.85	20.20	20.55

Classifications:

Grade I: Audio-Visual Repair	Grade II Apprenticeship
High School Head Custodian	Deliveryman
Physical Plant Maintenance	Groundskeeper
Skilled Carpenter	Middle/Intermediate School Head Custodian
Shipping/Receiving Courier	
	Grade I \ Custodian

Grade III: Elementary Head Custodian

\*Certified HVAC will receive a \$5.00 per hour increase on Class 1 scale

**Paraprofessionals**

	1 yr	2yr	3yr	4yr	5yr	6yr	7yr	8yr	9yr	10yr	11yr	12yr
Class I CDA	14.50	14.80	15.10	15.40	15.70	16.00	16.30	16.60	16.90	17.20	17.50	17.80
Class II Highly Qualified	14.20	14.50	14.80	15.10	15.40	15.70	16.00	16.30	16.60	16.90	17.20	17.50
Class III Not HQ	13.20	13.50	13.80	14.10	14.40	14.70	15.00	15.30	15.60	15.90		

**Mechanics**

	1	2	3	4	5	6	7	8	9	10	11	12
ASE Certified	21.35	21.70	22.05	22.40	22.75	23.10	23.45	23.80	24.15	24.50	24.85	25.20
Non ASE Non ASE	19.70	20.35	20.70	21.05	21.40	21.75	22.10	22.45	22.80	23.15	23.50	23.85
Certified (less than 5 yrs experience as a	18.40	18.75	19.10	19.45	19.80	20.15						

All VBEST members (except bus drivers) who maintain a CDL class B with P/S endorsement and are able to drive a school bus with students and maintain a presence on the sub driver list, will receive an annual stipend of \$1000 at the end of each year.

**VBEST SALARY SCHEDULE**

July 1 2022- June 30, 2023

**Transportation**

Drivers		Grandfathered Aides		New Aides	
1 yr.	18.95	Start	\$12.72	1 yr	13.70
2 yr	19.55	90 days	\$13.18	2 yr	14.00
3 yr.	20.15	1 yr.	\$13.84	3 yr	14.30
4 yr.	20.75	2 yr.	\$15.50	4 yr	14.60
5 yr.	21.35	3 yr.	\$15.60	5 yr	14.90
6 yr.	21.95			6 yr	15.20
7 yr.	22.55			7 yr	15.50
8 yr.	23.15			8 yr	15.80
9 yr.	23.75			9 yr	16.10
10 yr.	24.35			10 yr	16.40

**Custodial/Maintenance**

	1 <sup>st</sup> yr	2 <sup>nd</sup> yr	3 <sup>rd</sup> yr	4yr	5yr	6yr	7yr	8yr	9yr	10yr	11 yr	12yr
Class I	20.20	20.85	21.20	21.55	21.90	22.25	22.60	22.95	23.30	23.65	24.00	24.35
Class II	18.90	19.25	19.60	19.95	20.30	20.65	21.00	21.35	21.70	22.05	22.40	22.75
Class III	18.30	18.65	19.00	19.35	19.70	20.05	20.40	20.75	21.10	21.45	21.80	22.15
Class IV	17.20	17.55	17.90	18.25	18.60	18.95	19.30	19.65	20.00	20.35	20.70	21.05

Classifications:

Grade I:	Audio-Visual Repair	Grade II	Apprenticeship
	High School Head Custodian		Deliveryman
	Physical Plant Maintenance		Groundskeeper
	Skilled Carpenter		Middle/Intermediate School Head Custodian
	Shipping/Receiving Courier		
		Grade IV	Custodian

Grade III: Elementary Head Custodian

\*Certified HVAC will receive a \$5.00 per hour increase on Class 1 scale

**Paraprofessionals**

	1yr	2yr	3yr	4yr	5yr	6yr	7yr	8yr	9yr	10yr	11yr	12yr
Class I CDA	15.00	15.30	15.60	15.90	16.20	16.50	16.80	17.10	17.40	17.70	18.00	18.30
Class II Highly Qualified	14.70	15.00	15.30	15.60	15.90	16.20	16.50	16.80	17.10	17.40	17.70	18.00
Class III Not HQ	13.50	14.00	14.30	14.60	14.90	15.20	15.50	15.80	16.10	16.40		

**Mechanics**

	1	2	3	4	5	6	7	8	9	10	11	12
ASE Certified	21.85	22.20	22.55	22.90	23.25	23.60	23.95	24.30	24.65	25.00	25.35	25.70
Non ASE	20.20	20.85	21.20	21.55	21.90	22.25	22.60	22.95	23.30	23.65	24.00	24.35
Non ASE Certified (less than 5 yrs experience as a	18.90	19.25	19.60	19.95	20.30	20.65						

All VBEST members (except bus drivers) who maintain a CDL class B with P/S endorsement and are able to drive a school bus with students and maintain a presence on the sub driver list, will receive an annual stipend of \$1000 at the end of each year.

**VBEST SALARY SCHEDULE**

July 1 2023- June 30, 2024

**Transportation**

Drivers		Grandfathered Aides		New Aides	
1 yr.	19.45	Start	\$12.72	1 yr	14.20
2 yr	20.05	90 days	\$13.18	2 yr	14.50
3 yr.	20.65	1 yr.	\$13.84	3 yr	14.80
4 yr.	21.25	2 yr.	\$15.50	4 yr	15.10
5 yr.	21.85	3 yr.	\$15.60	5 yr	15.40
6 yr.	22.45			6 yr	15.70
7 yr.	23.05			7 yr	16.00
8 yr.	23.65			8 yr	16.30
9 yr.	24.25			9 yr	16.60
10 yr.	24.85			10 yr	16.90

**Custodial/Maintenance**

	1 <sup>st</sup> yr	2 <sup>nd</sup> yr	3 <sup>rd</sup> yr	4yr	5yr	6yr	7yr	8yr	9yr	10yr	11yr	12yr
Class I	20.70	21.35	21.70	22.05	22.40	22.75	23.10	23.45	23.80	24.15	24.50	24.85
Class II	19.40	19.75	20.10	20.45	20.80	21.15	21.50	21.85	22.20	22.55	22.90	23.25
Class III	18.80	19.15	19.50	19.85	20.20	20.55	20.90	21.25	21.60	21.95	22.30	22.65
Class IV	19.70	18.05	18.40	18.75	19.10	19.45	19.80	20.15	20.50	20.85	21.20	21.55

Classifications:

Grade I: Audio-Visual Repair	Grade II Apprenticeship
High School Head Custodian	Deliveryman
Physical Plant Maintenance	Groundskeeper
Skilled Carpenter	Middle/Intermediate School Head Custoc
Shipping/Receiving Courier	
	Grade IV Custodian

Grade III: Elementary Head Custodian

\*Certified HVAC will receive a \$5.00 per hour increase on Class 1 scale

**Paraprofessionals**

	1 yr	2yr	3yr	4yr	5yr	6yr	7yr	8yr	9yr	10yr	11yr	12yr
Class I CDA	15.50	15.80	16.10	16.40	16.70	17.00	17.30	17.60	17.90	18.20	18.50	18.80
Class II Highly Qualified	15.20	15.50	15.80	16.10	16.40	16.70	17.00	17.30	17.60	17.90	18.20	18.50
Class III Not HQ	14.20	14.50	14.80	15.10	15.40	15.70	16.00	16.30	16.60	16.90		

**Mechanics**

	1	2	3	4	5	6	7	8	9	10	11	12
ASE Certified	22.35	22.70	23.05	23.40	23.75	24.10	24.45	24.80	25.15	25.50	25.85	26.20
Non ASE	20.70	21.35	21.70	22.05	22.40	22.75	23.10	23.45	23.80	24.15	24.50	24.85
Non ASE Certified (less than 5 yrs experience as a	19.40	19.75	20.10	20.45	20.80	21.15						

All VBEST members (except bus drivers) who maintain a CDL class B with P/S endorsement and are able to drive a school bus with students and maintain a presence on the sub driver list, will receive an annual stipend of \$1000 at the end of each year.

**Section 2. Wage Scale Placement When Transferring from One Division to Another**

When a member transfers from one division to another division that member shall be placed on step one of the new division. There will be no seniority rights from one division to the other.

**ARTICLE 31  
DURATION**

The contract duration is from July 16, 2021 – June 30, 2024.

**CUSTODIAL/MAINTENANCE EMPLOYEES ONLY**

**ARTICLE 40  
SENIORITY WITHIN THE CUSTODIAL/MAINTENANCE DIVISION**

**Section 1. Definition of Seniority**

- A.** Seniority shall be defined as the length of service within the district as a bargaining unit member in the Custodial/Maintenance Division. Accumulation of seniority shall begin from the bargaining unit member's first working day as a regular custodial/maintenance employee not to exceed sixty (60) calendar days prior to his/her approval for hire by the Board of Education.

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

- B.** All seniority shall be computed on an annual basis regardless of the number of hours worked per day or per week.
- C.** Employees may not use seniority earned within the Custodial/Maintenance Division when bidding on or applying for a position in the Paraprofessional or Transportation Division. Seniority can be used in your existing classification only. Their seniority starts over for the new division/classification that includes drivers/aides.

**Section 2. Probation**

- A.** The probationary period shall be ninety (90) calendar days. The 90 calendar day probationary period shall be extended by the amount of any unpaid days and/or any absences in excess of three consecutive days.
- B.** The probationary period of an employee may be extended by mutual agreement of the Employer and the V-BEST Association.
- C.** The Association shall represent probationary employees for the purpose of collective bargaining with respect to wages, hours and conditions of employment as set forth in this Agreement, provided, however, that the discipline, discharge or layoff of probationary employees shall be at the sole and exclusive discretion of the Employer and shall not be subject to the grievance procedure. Probationary employees are at-will employees.
- D.** The employee's progression on the wage schedule shall be determined by his/her first day of work as a regular employee in that division.
- E.** Employees must be trained from the beginning of their first working day by a senior employee in their classification. Operational rules and the definition of responsibilities must be provided to the employee upon the first day of hire.

**Section 3. Positions Within the Custodial/Maintenance Division**

The following classifications are included in the Custodial/Maintenance Division:

1. Custodial – primary responsibility to maintain the cleanliness of the building inside and outside (10 ft. radius) throughout the District. They may perform other related duties as required.
2. Maintenance – Primary responsibilities to maintain and repair equipment used at all buildings throughout the District. They may perform other related duties as required.
3. Grounds – Primary responsibility to maintain the grounds throughout the District. They may perform other related duties as required.
4. Bus Mechanic- Primary responsibility to help plan, schedule, and perform repairs and preventative maintenance of the district bus fleet. They also maintain the cars, trucks, and other motorized equipment in the district. They shall maintain a CDL class B with P/S endorsement and be able to drive a school bus with students. They may perform other related duties as required.
5. Shipping / Courier

**Section 4. Seniority List**

- A. The seniority list will show the names, job titles, and seniority dates of employees by Division.
- B. The Employer shall post an up-to-date copy of the seniority list in the appropriate employee break or work areas and provide the same to the V-BEST Association President by September 30 of each year.
- C. For a period of 30-days following such posting, each employee shall examine it and notify his/her immediate supervisor of any error. Such alleged error, if not resolved, may be the subject of the grievance procedure. If uncontested by the employee the employer may rely on the seniority list without incurring liability.
- D. Any bargaining unit member promoted on or after July 1, 1978, to a position outside the bargaining unit but in the employ of the Employer shall retain his/her bargaining unit seniority for a maximum period of six (6) months following the date of promotion. If the bargaining unit member returns to the bargaining unit, he/she shall be placed in his/her prior position.

**Section 5. Loss of Seniority**

An employee shall lose seniority for the following reasons:

- A. The employee resigns or quits.
- B. The employee retires or receives a pension benefit under the Michigan Public School Employees Retirement System (MPERS).
- C. The employee is separated from the Employer as a condition of a disability settlement.
- D. The employee is discharged and the discharge is not reversed through the grievance procedure.

- E.** The employee is absent for three (3) consecutive working days without notifying the Employer. In proper cases, the Employer may make an exception. After such absences, the Employer will send written notification to the employee at his/her last known address informing the employee that he/she has lost his/her seniority and his/her employment has been terminated.
- F.** The employee does not return when recalled from layoff as set forth in the recall procedure. In proper cases, the Employer may make an exception.
- G.** The employee is laid off for a period in excess of his/her accumulated seniority.

## **ARTICLE 41 EMPLOYMENT**

**Definitions.** Regular full-time employees shall be defined as those employees who are regularly assigned to work 40 hours per week. Regular part-time employees shall be defined as those employees who are regularly assigned to work between 25 and 40 hours per week.

**Section 1.** Employment Applications

All applications for employment in the bargaining unit shall be made, in writing, to the Director of Personnel or other designated official according to the procedure adopted by the Employer.

**Section 2.** Assignment/Transfer

The temporary assignment or transfer of an employee from one job classification to another or to a different building or job location shall be at the discretion of the Employer. The Employer also reserves the right to permanently assign or transfer employees to a different building or job location when circumstances so warrant.

**Section 3.** Involuntary Transfer

Preceding the permanent transfer of an employee, the Employer agrees to meet with the employee to be transferred and the President of the Local Union to discuss the reasons for such action. In circumstances where the transfer of an employee will necessitate the involuntary transfer of another employee, the Employer agrees to first seek volunteers among employees holding the same job classification in other buildings or job locations to which the transferring employee may be assigned. If there are no volunteers, the least senior employee holding a position in the same job classification in a building or job location in which the Employer desires to assign the transferring employee, shall be displaced and moved into the position vacated by the transferred employee.

If an employee does not understand or otherwise disagrees with the change in assignment, the employee may request the matter be reviewed through the Grievance Procedure.



**Section 4.**            **Filling Vacancies**

If a regular position vacancy occurs in the bargaining unit, and if the Employer determines to fill such positions, the position shall be posted on the bulletin board for a period of five workdays and emailed to each employee. The posted notice shall include the classification, starting salary, shift and, where applicable, the building location.

Seniority employees may make a written application for posted position vacancies. The Employer shall consider minimum education and experience requirements for the position, past performance, ability, seniority, merit and attendance in filling a position vacancy. With the exception of apprentice and summer grounds/maintenance positions, vacancies will be awarded to the most senior applicant who meets all of the Employer's requirements for the position. The appointment of employees to apprentice and summer grounds/maintenance positions shall be as provided for in Article 44.

If applicants from within the bargaining unit fail to meet the Employer's requirements, the Employer may fill such position(s) from outside the bargaining unit. The Employer's decision with regard to the qualifications and selection of employees shall be final and shall not be subject to review under the arbitration provisions of this Agreement or otherwise.

**Section 5.**            **90-Day Probation in a Position Vacancy**

If a seniority employee is awarded a position vacancy, the employee shall be considered to be on probation in his new status for 90 calendar days and if during that period he is laid off or it is determined that his services in his new status are unsatisfactory, he shall be transferred back to his former status without loss of seniority.

**Section 6.**            **Temporary Vacancies**

The Employer may fill temporary positions through the transfer of bargaining unit members or the assignment of substitute, temporary, casual or other non-bargaining unit employees. A bargaining unit employee who is transferred to fill a temporary vacancy in a different classification shall receive the rate of pay of his regularly assigned job classification or the rate of pay of the job classification to which he is temporarily assigned, whichever is greater. Temporary reassignments of current employees shall not be limited to emergency situations nor a critical activity related to the total operation of the school system, but ordinarily shall not exceed 90 days.

**Section 7.**            **Work Day and Work Week**

The regular work day for regular full-time employees shall consist of eight (8) hours, exclusive of an unpaid thirty (30) minute lunch period.

The regular work week of a regular full-time employee shall consist of five (5) consecutive work days, Monday through Friday, for a total of 40 work hours in any one week. This provision shall in no way be construed as a guarantee to work or time.



**Section 3.**

**Recall Procedure**

- A. In the event of recall, the most senior employee on layoff shall be recalled to a position vacancy in a classification equal to or lower than the classification last held prior to layoff. If there is more than one (1) vacancy for which an employee is eligible, the most senior employee subject to recall shall be offered a choice as to the position to which he shall be recalled.
- B. The Employer shall not be obligated to recall any employee to a position in a classification and pay grade higher than that which the employee formerly held or for which the employee is not qualified or otherwise able to perform in all respects. The Employer shall also not be obligated to recall an employee once the employee has refused to accept an offered position or for whom the right to recall has expired.
- C. Laid off employees shall be eligible for recall for a period equal to their seniority as of the date of layoff.
- D. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within five work days from the date notice of recall is mailed, he shall be considered a voluntary quit.

**ARTICLE 43**

**HEALTH, SAFETY AND OTHER CONDITIONS**

**Section 1.**

**Observance of Safety Rules**

The Employer, Union and employees shall be mutually responsible for the observance of safety rules and regulations. It shall be the responsibility of the employee to report defective equipment and unsafe working conditions to the Employer.

**Section 2.**

**Unacceptable Conditions; Assault on an Employee**

Should an employee believe that his work requires contact with unsafe or unhealthy situations in violation of acceptable safety and cleanliness standards, the matter shall be brought to the attention of the Manager of Plant Operations and Maintenance and/ or the Director of Personnel for full consideration in correcting or alleviating the condition.

The employee shall report any case of assault to his immediate supervisor. The Employer shall provide the employee with legal counsel to advise the employee of his rights and obligations with respect to such assault.

**Section 3.**

**Employer-provided Clothing**

The Employer will supply coveralls and boots for the maintenance, grounds personnel, and custodians subject to the following conditions:

- A. Coveralls and boots are to be worn only when duties involve work that might damage the employee's street clothes.
- B. The Employer will be responsible for the cleaning of coveralls. When coveralls are not

in use they shall be stored in the Maintenance Department or receiving room.

**C.** Coveralls and boots will be replaced at the discretion of the Employer.

**D.** Upon termination of employment the employee's coveralls and boots shall remain the property of the Employer.

#### **Section 4.**

##### **A. Safety Procedures**

Two (2) employees will be assigned to perform hazardous work at an elevation of two or more stories or work that is to be performed in a crawl space tunnel.

##### **B. Tools and Equipment**

The Employer shall provide employees with tools and equipment in the performance of their duties. The Employer shall further provide a procedure for employees to submit written requests for such items. Where necessary, the Employer further agrees to confer with employees on the selection of new tools and equipment and their proper use. Employees are not to bring personal tools into work.

##### **C. Care of Animals and Pets**

The care of animals or pets housed in a classroom on a continuous basis or during the summer months shall not be the responsibility of the custodian. No domestic animals or pets shall be allowed to run freely in any building. Moreover, the care and cleaning of employee owned furniture and equipment stored or used in a building shall not be the responsibility of the custodian.

##### **D. Defective Vehicle**

In the event an employee is authorized to use an Employer owned vehicle with a defect previously reported to the Employer, the Employer agrees to assume responsibility for any related traffic citations issued by a police department provided the employee reports the citation within 48 hours.

#### **Section 5. In-Service Training**

The Employer, Union and the employees recognize the importance of job related in- service training and skills improvement for all employees within the bargaining group. In this respect, all parties agree to cooperate in developing an ongoing training program that will provide appropriate in-service training for the benefit of all parties concerned.

#### **Section 6. Safety Committee**

The Employer and the Union shall jointly establish a Safety Committee for the purpose of advising the Employer of possible safety hazards and recommendations for correction. The Committee shall be made up of two (2) individuals appointed by the Employer and two individuals appointed by the employees. The adoption of the Safety Committee's recommendations shall be at the sole and exclusive discretion of the Employer.

**Section 7. Time Clocks**

The Employer may, at its discretion, utilize time clocks for the recording of employees' hours of work.

**ARTICLE 44  
EMPLOYEE CLASSIFICATIONS**

**Section 1. Classifications**

Grade I: Physical Plant Maintenance Audio-Visual Repair Shipping Receiving Courier High School Head Custodian Skilled Carpenter	Grade II: Groundskeeper Middle/Intermediate School- Head Custodian Apprenticeship - See Appendix A, page 53
Grade III: Elementary Head Custodian  Bus Mechanic (Certified; Possess CDL)	Grade IV: Custodian

**Section 2. Miscellaneous**

- A.** Grade II employees shall perform maintenance duties as circumstances may require. Any employee may be assigned painting responsibilities.
- B. Advancement on Wage Scale**

All employees eligible for a step increment shall be advanced as of the July 1st next following their anniversary date and each July 1st thereafter until the employee has reached the maximum step. Any and all employees who complete their probationary period after July 1st of a given fiscal year shall remain at their starting rate until the next July 1st at which time they shall advance to Step 2. The same procedure shall apply in determining and computing sick time entitlements. This applies to all VBEST members.
- C. Temporary Classification of New Positions**

The Employer may temporarily classify new positions in the bargaining unit. Within 30 days of such action the Employer shall notify the Union of the classification and pay grade assigned the position. If the Union disagrees with the Employer's classification of the position such matter may be made the subject of a Special Conference of the Employer's and Union's Bargaining Committees. Should the parties be unable to agree the matter may be referred to the Grievance Procedure for resolution, commencing at Article VII, Section 1, Step 3 of the General Provisions of this Agreement.
- D. Summer Grounds/Maintenance Work**

During the summer vacation months up to two (2) persons in Grade IV shall be permitted to temporarily transfer to the Grounds/Maintenance Department. The following conditions shall apply to such transfers.

- 1) The selection of employees to perform grounds/maintenance work shall be at the discretion of the Employer. The Employer may require employees to take a test to determine their aptitude for such work.

**Section 3. Ground Crew Licenses: CDL**

All Ground Crew members shall be required to hold a valid CDL. Those members not currently having one or new hires and/or employees transferring into the department will be trained by the District to obtain their CDL within ninety (90) days. The ninety (90) day limit may be extended if training timelines/scheduling problems or extenuating circumstances dictate. Employees will not drive or operate any vehicle that requires a CDL until they have obtained one.

**ARTICLE 45  
MAINTENANCE APPRENTICE  
MAINTENANCE COMMITTEE**

A committee shall be created consisting of the Association President, one maintenance employee, the maintenance supervisor and the plant manager. This committee shall be charged with the responsibility of identifying a qualified outside consultant to provide aptitude and related skills knowledge testing for applicants applying for a vacant apprentice, apprentice understudy, or general maintenance position. This committee shall also work with such consultants in defining the duties, responsibilities, experience, education and other requirements of the employer's apprentice, apprentice understudy, or general maintenance position(s), as referenced in this article. The committee shall report its findings and recommendations to the Superintendent of Schools and the Director of Personnel within 90 days of the parties' execution of this agreement.

**GENERAL MAINTENANCE**

**Section 1. Apprentice/Apprentice Understudy Positions**

The Employer shall create an apprentice and apprentice understudy position with the Buildings and Grounds Department to provide an opportunity for an employee with an aptitude for maintenance work to develop the necessary skills to qualify for a general maintenance position. The person who is appointed as an apprentice or apprentice understudy will be rotated through the functions that are performed in the employer's general maintenance department; provided, however, during certain periods of the spring, summer and early fall, the apprentice and/or apprentice understudy may also be assigned to grounds work to provide relief and reduce the need for overtime in that area.

**Section 2. Application Requirements**

- A. To apply for an apprentice or apprentice understudy position, an employee must have a minimum of twelve (12) months service with the Employer as a regular full-time employee.
- B. The custodial/maintenance employees shall have the first opportunity to apply for all apprentice

positions. If there are no qualified applicants from the custodial/maintenance department, the positions shall then be posted again for the remainder of the V-BEST membership to apply. If no applicants from the V-BEST membership qualify, then the position(s) shall be posted and filled from outside the school district.

- C. If a candidate applies in writing for a specific posted opening, and later elects to withdraw in writing from further consideration for the same specific position, he/she shall not be eligible to reapply for that same specific position.
- D. All applicants for the apprentice program shall be required to complete an aptitude test; the scores on the various categories tested must average a minimum of seventy percent (70%). This test will be administered by a third party, who shall advise the employer of the employee's aptitude for maintenance work. Employees who are determined by such a third party to not have the necessary aptitude for maintenance work shall not be considered further for that position. The apprentice test will only be offered at the time an apprentice or apprentice understudy position opens; all applicants will be required to take a new test each time a position opens.

### **Section 3. Selection Process**

- A. The employer shall appoint the best qualified applicant for an apprentice vacancy based on the highest test scores, and the minimum qualifications for the position.
- B. The criteria for selecting the successful candidate for an apprentice or apprentice understudy positions shall be: aptitude test results count 80%; personal and professional qualities count 20%.
- C. After the test results and professional qualities are weighed, the District shall make a master list of applicants in the order they have qualified (highest to lowest). The District shall utilize this list to fill an apprentice or apprentice understudy position for which the District is currently testing.
- D. Commencing September, 2001, the top two qualifying candidates shall be given the apprentice or apprentice understudy positions. After these two initial positions are filled, only the apprentice understudy position shall be posted and filled, unless circumstances warrant.

### **Section 4. Apprentice Requirements**

- A. The person appointed to an apprentice position shall be on probationary status while in this position.
- B. The maintenance supervisor shall conduct a written evaluation of the apprentice during the first ninety (90) days, and thereafter every six (6) months.
- C. The apprentice will be required to earn forty (40) credit hours of employer approved course work during non-duty hours. Each credit hour is the equivalent of fifteen (15) contact hours of class time. The apprentice is required to earn six hundred (600) course work equivalency contact hours, and four thousand (4000) contact hours as an apprentice in assigned areas within the maintenance department. The apprentice must complete all the training within four (4) years.

Under mutual agreement, the employer and the association have the option to reduce the contact hours based on prior experience.

- D. If the apprentice fails to complete the requirements on time, or is removed from, or quits, the apprentice program, the following shall apply: During the first year of service as an apprentice, the apprentice shall have the right to return to his/her former position. After the first year of service, the apprentice shall be permitted to return to his/her former classification by bumping the least senior person in such classification.
- E. Upon completion of the required coursework with a grade of “C” or better, the apprentice shall be reimbursed for the cost of tuition, text books and required reference materials. Textbooks and reference materials paid for by the Employer shall be the property of the Employer and shall be placed in a resource library for use by all maintenance employees upon course completion.
- F. If a maintenance position is not available after completing the training and course study requirements, the apprentice shall remain in the apprentice position and be paid at the maintenance rate.
- G. If a maintenance position becomes available before, or after, the completion of the apprentice requirements, the apprentice shall be awarded the position. If this position becomes available before the completion of the requirements, the apprentice shall be awarded the position and is still required to complete the remainder of the training, as outlined in Section 4 of this Agreement. At the point in time that the apprentice position is vacated, the apprentice understudy shall assume apprentice status, and the vacated apprentice understudy position shall be subject to the testing procedure, as outlined in Section 2.
- H. An applicant from Grade I who is appointed to an apprentice position shall continue to be paid in accordance with the Grade 1 salary schedule. All other apprentices will be compensated in accordance with the Grade II salary schedule.
- I. The District shall provide coursework only for the apprentice understudy. Reimbursement for the cost of tuition, textbooks, and required reference materials are outlined in Section 4, E.
- J. The District may utilize the apprentice understudy during the summer months in the Maintenance Department, and allow them to earn two hundred fifty (250) hours of contact time per summer, up to a maximum of one thousand (1000) hours toward their apprentice contact hour requirement.

**Section 5. Open Maintenance Positions**

- A. If the ratio of apprentices and apprentice understudies to general maintenance positions exceeds thirty (30%) percent, then the maintenance committee shall select a qualified outside consultant to provide aptitude and related skills knowledge Testing, and to identify the necessary skills for filling any vacant general maintenance position(s). Current apprentice and apprentice understudy employees shall be given the first opportunity to take the test. If no one qualifies, the employer shall offer the test to the remaining custodial/maintenance employees. If openings shall exist, the employer shall offer the test to the V-BEST membership. If openings continue to exist, the position(s) shall be posted and filled from outside of the school district.



- B. Maintenance positions shall be filled in accordance with this agreement. All general maintenance positions shall be posted for a shift beginning later than the day shift. If a day position opens, the first one hired to the *later* shift will be the first one offered the day position, regardless of seniority.

**ARTICLE 46**  
**SUMMER GROUNDS/MAINTENANCE WORK**

During the summer vacation months' additional members in Grade IV shall be permitted to temporarily transfer to the grounds/maintenance department. The following conditions apply to such transfers:

- A. Employees who transfer to perform grounds/maintenance work shall continue to receive the rate of pay of their regular position during the period of such transfer.
- B. The selection of employees to perform grounds/maintenance work shall be at the discretion of the Employer. The Employer may require employees to take a test to determine their aptitude for such work.

## ARTICLE 47

### TRANSPORTATION EMPLOYEES ONLY

#### SENIORITY WITHIN THE TRANSPORTATION DIVISION

##### Section 1. Definition of Seniority

- A. Seniority shall be defined as the length of service within the district as a bargaining unit member in the Transportation Division. Accumulation of seniority shall begin from the bargaining unit member's first working day as a Bid Route Driver/Aide not to exceed sixty (60) calendar days prior to his/her approval for hire by the Board of Education. Any new driver hired with experience will be allowed to enter at the wage scale equal to their years of experience. However, their start hire date will be used for bidding seniority.

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

A member who is absent for more than three (3) days, cumulative, during his/her ninety calendar day probationary period shall have his/her seniority date moved backward for each day's absence beyond the three days referenced herein. For example, if a member is absent for four (4) days, cumulative, during the probationary period, the member's seniority date would be moved backward one (1) day.

- B. All seniority shall be computed on an annual basis regardless of the number of hours worked per day or per week.
- C. Employees may not use seniority earned within the Transportation Division when bidding on or applying for a position in the Paraprofessional or Custodial/ Maintenance Divisions. Seniority can only be used within a classification.

##### Section 2. Probation

- A. New employees in the bargaining unit shall be probationary employees for ninety (90) calendar days from their bid route date. Probation may be extended by the amount of any intervening recess, by days of absence in excess of three (3) or any unpaid days. Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work as a member of the bargaining unit.
- B. The probationary period of an employee may be extended by mutual agreement of the Employer and the V-BEST Association.
- C. The Association shall represent probationary employees for the purpose of collective bargaining with respect to wages, hours and conditions of employment as set forth in this Agreement, provided, however, that the discipline, discharge or layoff of probationary employees shall be at the sole and exclusive discretion of the Employer and shall not be subject to the grievance procedure. Probationary employees are at-will employees.
- D. The employee's progression on the wage schedule shall be determined by his/her first day of work as a regular employee in that Division.

- E. All transportation employees will receive Professional Development before the start of the first day of school. Probationary drivers and aides will receive additional training during their first ninety (90) days.

**Section 3. Classifications within the Transportation Division**

- A. The following Classifications are in the Transportation Division:
  - 1. Bus Driver
  - 2. Bus Aide
  - 3. Dispatcher/Assistant Dispatcher
- B. Bus Drivers, Dispatcher and Assistant Dispatcher shall be in the same classification for purposes of bidding on bus routes. Dispatcher and Assistant Dispatcher shall not have seniority as a dispatcher or assistant dispatcher, only as a driver.
- C. By July 31 of each year the District shall review the performance of the Dispatcher and Assistant Dispatcher and notify him/her whether he/she shall continue in that position; that determination shall be based on the employee's performance and the decision to retain or not retain the employee shall not be arbitrary or capricious. The burden of proof of demonstrating that the decision was arbitrary or capricious shall be upon the employee. Should the employee elect not to continue in the position he/she shall notify the employer by June 15.
- D. Bus aides shall constitute a separate classification and may exercise their seniority only within that classification.
- E. The Dispatcher and Assistant Dispatcher shall be selected based on seniority and qualifications.
- F. There shall be no bumping between classifications.

**Section 4. Seniority List**

- A. The seniority list will show the names, job titles, and seniority dates of employees by classification.
- B. The employer shall post an up-to-date copy of the seniority list in appropriate the employee break or work areas and provide the same to the V-BEST Association President by September 30 of each year.
- C. For a period of 30 days following such posting, each employee shall examine it and notify his/her immediate supervisor of any error. Such alleged error, if not resolved, may be the subject of the grievance procedure. If uncontested by the employee the employer may rely on the seniority list without incurring liability.
- D. Any bargaining unit member promoted on or after July 1, 1978, to a position outside the bargaining unit but in the employee of the Employer shall retain his/her bargaining unit seniority within the transportation division for a maximum period of six (6) months following the date of promotion. If the bargaining unit member returns to the bargaining unit, he/she shall be placed in his/her prior position.

## **Section 5. Loss of Seniority**

An employee shall lose seniority for the following reasons:

- A. The employee resigns or quits.
- B. The employee retires or receives a pension benefit under the Michigan Public School Employees Retirement System (MPERS).
- C. The employee is separated from the Employer as a condition of a disability settlement.
- D. The employee is discharged and the discharge is not reversed through the grievance procedure.
- E. The employee is absent for three (3) consecutive working days without notifying the Employer. In proper cases, the Employer may make an exception. After such absence, the Employer will send written notification to the employee at his/her last known address informing the employee that he/she has lost his/her seniority and his/her employment has been terminated.
- F. The employee does not return when recalled from layoff as set forth in the recall procedure. In proper cases, the Employer may make an exception.
- G. The employee is laid off for a period in excess of his/her accumulated seniority, but not to exceed five (5) years.

## **Section 6. Non-Paid Time**

Drivers or aides, with employer approval may elect to take up to five (5) periods of non-paid time during bid middle routes without being penalized. Approval will be considered on a first-come first-served basis, with no more than three (3) employees being absent on any one day. During certain difficult times it may be necessary to deny any and all requests for non-paid absences.

# **ARTICLE 48 EMPLOYEE TARDINESS**

## **Section 1. Punch-In at Scheduled Time**

In order to provide dependable and effective pupil transportation services, it is essential that all employees punch-in at their scheduled punch-in time. Whenever an employee punches in after her scheduled punch-in time, she shall be deemed tardy. When an employee is tardy, the Supervisor of Transportation shall classify the tardiness as either excused or unexcused. Instances of unexcused tardiness are subject to Article 61 of the General Provisions of this Agreement.

## **Section 2. 15-Minute Advance Notice of Expected Tardiness**

Although it may not always be possible, employees are expected to call in at least 15 minutes prior to their punch-in time if they expect to be tardy. Infrequent instances of tardiness will be excused if the employee calls in prior to punch-in time and arrives at work shortly thereafter, or does not call in or calls in after her punch-in time but arrives less than ten minutes after her regularly scheduled punch-in time.

## **Section 3. When Driver is More Than Ten Minutes Late**

Should a driver be late by more than ten minutes, excused or unexcused, it will also be necessary for the Employer to decide in each instance whether to keep the route open for a late arrival or to

assign the route to a substitute driver. If the route is assigned to another driver, the tardy driver shall be informed of the same and shall forfeit that work opportunity.

## **ARTICLE 49 REDUCTION OF WORKFORCE**

### **Section 1. Right to Layoff**

The Employer reserves the right to reduce the work force and lay off employees.

### **Section 2. Voluntary Layoff**

If at any time, the Employer determines that the total number of employees exceeds the total number of available positions within a classification, voluntary layoffs will be permitted within that classification. Employees within the affected classification may volunteer for layoff on a seniority basis. The Employer will not challenge the eligibility of these volunteers for unemployment benefits.

### **Section 3. Order of Layoff**

If an insufficient number of employees in the affected classification(s) volunteer for layoff as provided in Section 2 above, and the layoff occurs during the summer break period when employees are not in regular bid assignments, probationary employees in the affected classification shall be laid off first. Thereafter, seniority employees within the affected classification will be laid off in inverse order of seniority.

### **Section 4. Reduction of One Hour or More in A Route**

If a route or position is reduced by one (1) hour or more per day, then the driver shall either accept the reduced assignment or bump a less senior employee in his/her classification.

If a route or position is eliminated, then the driver shall either accept the layoff or bump a less senior employee in his/her classification.

The employee who is bumped may exercise the same option. If the final bump results in layoff, the least senior person in the affected classification will be laid off.

### **Section 5. No Bumping Between Classifications**

There shall be no bumping between classifications.

### **Section 6. Notice of Layoff**

Employees to be laid off for an indefinite period of time will have at least 15 (fifteen) calendar days' notice of layoff, unless the layoff results from bidding or bumping on routes, or sudden, unforeseen actions such as labor disputes by other units. Employees will have at least 12 hours' notice of layoff where it results from sudden, unforeseen actions such as labor disputes by other units. The V-BEST President shall receive a list from the Employer of the employees being laid off on the same date a notice of layoff is provided to employees.

**Section 7. Recall**

When the work force is increased after a layoff, seniority employees will be recalled according to seniority. Notice of recall shall be sent to the most senior employee at her last known address by registered or certified mail. If an employee fails to report for work within 10 working days from the date of mailing of notice of recall, she shall be considered a voluntary quit. Extensions may be granted by the Employer in proper cases.

Notwithstanding the foregoing, a seniority employee may decline recall if there is a junior seniority employee who will accept recall, provided, however, if there is not, the Employer may require seniority employees to accept recall or forfeit their seniority and all future rights of recall to employment.

**Section 8. Re-Bidding Routes During Labor Disputes**

If there is a labor dispute by another unit that delays the start of school or interrupts the school year, any routes or work to be performed during such period will be re-bid by seniority.

**ARTICLE 50  
BUS ROUTES**

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

Pre-trip time earned will be 15 minutes.

**A. Regular GenEd**

A "**Regular GenEd Bus Route**" is comprised of one or more runs established by the Employer for the Transportation of pupils between their homes and their school, or between a school or other facility of the Employer, including a vocational education facility. Regular GenEd bus routes which include vocational education transportation may include other non-vocational education runs, provided the vocational education part of the route remains intact. This provision shall not be construed to prohibit the transportation of special education students on a regular GenEd bus route, except where such transportation is otherwise prohibited by law.

**Regular GenEd Bus Routes** which include vocational education transportation may include other non-vocational education run(s), before or after the vocational educational run(s) start. Primary run(s) may not be added into the vocational run(s) except in emergency situations when the number of runs exceeds the available number of drivers, management may ask drivers to do extra work on an optional basis, using the seniority list to fill a run on a rotating basis - most senior first. Any vocational type class, i.e. Band may be added to the vocational education run(s).

**B. Special Education**

A "**Special Education Bus Route**" is a route established by the Employer in accordance with applicable law to provide transportation to special education pupils. It is recognized that transportation of such pupils may require special arrangements for each situation. This provision shall not be construed to prohibit the transportation of regular students on a special education bus route.

### C. Middle

A "**Middle Bus Route**" is defined as a route which falls during the middle part of the school day to transport students, other than kindergarten students, to and from their school of attendance. This provision shall not be construed to prevent the transportation of regular students on a special bus route.

### D. Substitute

A "**substitute**" is an individual who does not have a bid position and is "on-call" for assignment by the Employer on an as needed basis.

### E. Bid Relief Driver

A '**Bid Relief Driver**' is an individual who does not have a designated route bid position and is "on-call" for assignment by the Employer on an as needed basis.

There are a total of five (5) bid relief drivers. Their position is a six (6) hour bid position guarantee. Punch in times will vary based on routes for the school year.

#### **Responsibilities of a Bid Relief Driver:**

1. Drivers must remain in the Transportation room when not on assignment.
2. Drivers are to punch in and check their individual emails for job assignments. If there is not an email from transportation they need to verify their work assignments with the office.
3. Drivers are assigned a bus to be used on any general education route they may be assigned.
4. After punch in and upon completion of assignment verification with the office, the driver will immediately then start and pre trip their assigned bus at the start of each shift.
5. Drivers should be familiar with the area and review the route sheet for any clarification needed before leaving on the route. (ask any questions to the office prior to leaving)
6. Notify the office on any discrepancies in time or direction noticed on the assigned route.
7. Drivers are unable to take any field trips or extra work that conflicts with their bid relief scheduled time.

### F. Fuelers

A '**Fueler**' is a bid middle position whose responsibility is to fuel the assigned buses. Their start time will vary based on routing for the school year. There are two (2) fuelers.

#### **Responsibilities of a Fueler:**

1. Completely fuel (until the fuel gauge indicates **Full**) any bus that is less than  $\frac{3}{4}$  full (as indicated on the bus fuel gauge)
2. Add DEF (diesel exhaust fuel) to any bus that has 2 (two) bars illuminated on the bus DEF indicator.
3. Unplug and replug in (winter months) any bus that the fueler moves for any reason.
4. Before beginning to fuel buses, DAILY start any bus that is currently not being used on a daily basis. Letting the bus or buses run for the entire duration of your fueling responsibilities and then turning the bus or buses off once you have finished fueling all the required buses.
5. Let the bus mechanics know of any bus that will not start or that you see requires any mechanical attention (i.e. undercarriage leakage, warning lights on the bus instrumental panel, flat tire, etc.)
6. Keep a weekly log of the exact (no rounding up) amount (i.e. 24.6 gallons) of fuel dispensed into a bus.

7. Under NO CIRCUMSTANCE is a fueler to move a bus that has not completed the process of filling the air bags. Both air gauge indicators must be to at least 120 PSI before the bus is moved.
8. Make sure to completely close the bus doors.
9. Return weekly log to the office at the completion of your fueling week.

#### **G. Bus Washers**

A ‘**Bus Washer**’ is a bid middle position whose responsibility is to wash the assigned buses. Their start time is 10:30. There are two (2) bus washers. The transportation supervisor must notify bus washers of a cancellation to bus washing due to weather or other conditions which make it unsafe to wash the buses.

#### **H. Bid Relief Aide**

A “**Bid Relief Aide**” is an individual who does not have a designated route bid position and is “on-call” for assignment by the Employer on an as needed basis.

There are a total of three (3) bid relief aides. Their position is a six (6) hour bid position guarantee. Punch in times will vary depending on routes for the school year.

#### **Responsibilities of a Bid Relief Aide:**

1. Aides must remain in the Transportation room when not on assignment.
2. Aides are to punch in and check their individual emails for job assignments. If there is not an email from transportation they need to verify their work assignments with the office.
3. Notify the office on any discrepancies noticed on the assigned route.
4. Aides are unable to take any field trips or extra work that conflicts with their bid relief scheduled time.
5. All additional responsibilities listed under Article 57 Section 1

## **Section 2. The Bidding Process/Selection of Routes**

### **A. Bidding Schedule**

Employees shall be permitted to bid on regular, special education, and middle bus routes prior to the start of the school year and shall have the opportunity to rebid on the Thursday following the official count day. This will be an alternating bidding process with the drivers bidding first on odd years, and aides bidding first on even years. Re-bid routes and positions shall be effective the following Monday. Drivers who select a regular bus route or a special education bus route, may also select a middle route that does not conflict.

Under no circumstances may a driver's bid selection(s) give the driver a total work assignment in excess of eight (8) hours per day. However, after the second bid day the Transportation Supervisor may place an additional student/s on a run causing a lengthening of the driver’s schedule that results in overtime.

### **B. Middle Run Bidding**

On a bid middle run, should it be deleted, the driver shall displace a less senior driver with a Bid Middle Run. Should the run be awarded to a relief driver and is later deleted, the driver shall return to his/her last bid position.



### **C. Bidding by Seniority**

- Employees with the greatest seniority shall bid first.
- Bidding by proxy will be allowed, including signing for extra work. Employees bidding by proxy must designate their proxy in writing to the Supervisor of Transportation no later than two (2) working days prior to bid day. Those who bid by proxy will NOT be paid for bid time.
- A driver/aide who is on medical leave of absence at the time of bid will not be eligible to bid.
- A driver/aide who goes on a medical leave during the school year and returns before the 45 calendar day period will maintain their same bid positions. During the time of leave, bid positions will be covered by a substitute driver/aide. If the absent driver/aide fails to return at the expiration of such leave or 45-day calendar period. Whichever occurs first, the driver/aide shall lose the bid position/s, which shall be re-bid as a permanent vacancy.
- On the 46th calendar day bid positions will be posted. If the driver/aide returns after the expiration of the leave or the 45 calendar day period, they will be eligible to bid on any open positions. If no open positions are available, they will be assigned as a substitute driver/aide at the hourly rate of pay earned when granted the leave. Bumping will not be permitted upon return.
- If there are no GenEd or special education routes left but middle positions are still available, then drivers/aides may bid on just a middle route.

### **D. No Splitting of Special Education Bus Routes**

Under no circumstances may any driver split a special education bus route.

### **E. Bidding on Available Routes After Other Positions Are Bid**

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

All other available routes, or positions, will be distributed to substitute drivers. After all available substitutes have been assigned, the remaining relief work will be offered to employees who have signed the extra work sheet.

### **F. Minimum of one and one half hours Work or Pay**

An employee shall receive a minimum of one and one half hours work or pay when required to report to work.

### **G. Conflicting Punch-In Times on Parent-Teacher Conference Days**

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

If the driver and aide are unable to be at the assigned place by the time when students are released from classes, then the driver and aide shall select their bid route that requires the greatest amount of time.

#### **H. Procedures for Selecting Summer Work Assignments**

- i. Summer bid routes will be posted as soon as management is aware of all students attending summer programs and the location of the various programs.
- ii. Bid route positions for bus aides and drivers will be posted on the bulletin board.
- iii. All transportation Employees shall be permitted to attend bid day for summer bid at a date and time scheduled by management.
- iv. Employees will bid on routes in seniority, with drivers selecting first.
- v. An employee working on another assignment at the time of the bidding is to submit to management his/her bid proxy. It will be opened at the bid session.
- vi. Should there not be a sufficient number of seniority bus aides to fill the required positions, seniority drivers may bid on this work based on seniority.
- vii. Positions left open at the end of bidding will be assigned by management.
- viii. Employees are prohibited from switching bid routes, or bid positions.
- ix. The Extra Work sign-up sheet for summer work will be posted at the same time as summer routes. Only employees who sign this sheet will be eligible for summer work.
- x. A sign-up sheet for summer field trips will be posted at the same time as summer routes. Only employees who sign this sheet will be eligible for summer trips.

### **Section 3 Extra Work**

#### **A. Extra Work: Drivers**

- (1) Extra work for bus driving is created by the absence of the Bid Route Driver; and, it is work that is not assigned to a Bid Relief Driver or Substitute Diver.
- (2) Extra work will be assigned to those employees who have signed the Extra Work Sheet(s) at the beginning of the school year. The Middle Extra Worksheet and the Standard Extra Work Sheet shall be posted and signed no later than the first bid day of the school year. The initial order of rotation will be determined by seniority. Extra work shall be assigned by rotation to those employees whose bid route assignment does not conflict with the extra work.
- (3) When the need for drivers exceeds the availability of the Middle Bus Route Relief Drivers, driving duties shall be assigned to employees who have signed the Middle Extra WorkSheet. When the Middle Extra Work Sheet has been exhausted of available drivers, the Employer shall assign extra work to those individuals who have signed the standard Extra WorkSheet; or, substitute drivers.
- (4) Upon completion of their probationary period the employee shall be offered the

opportunity to sign for field trips or extra work. Upon receipt of medical clearance employees returning from medical leave shall be offered the opportunity to sign for field trips or extra work.

### **Extra Work: Aides**

- (1) Extra work for bus aides is created by the absence of the Bid Route Aide.
- (2) Extra work assignments created by a pre-arranged absence of the Bid Route Aide will be first be assigned to a Relief Driver (only during the time period for which the Relief Driver is guaranteed time); then, to bus aides who have signed the extra work sheet for bus aides at the beginning of the school year; finally, to one designated substitute aide. The initial order of rotation shall be determined by seniority.

All other extra work assignments created by an absence of the Bid Route Aide will be assigned to bus aides who have signed the extra work sheet for bus aides at the beginning of the school year. The initial order of rotation shall be determined by seniority. Should the aide extra work list become exhausted the assignment will be filled according to the driver extra work list.

### **Middle Extra Work**

- (1) When the need for aides exceeds the availability of the Middle Bus Aide, Relief Aide, work shall be assigned by rotation to those bus aides whose bid route assignments does not conflict with the extra work assignment; then, to the Middle Extra Work Sheet for drivers; then, to substitutes (aides or drivers). The initial order of rotation shall be determined by seniority.
  - (2) When an employee who has signed up for extra work does not receive at least one half hours' notice of extra work, such driver or aide shall not lose his/her turn in rotation if he/she refuses the run or cannot be reached.
- B. On parent-teacher conference days in the secondary schools, when bid middle bus route drivers do not have time to perform their own bid route, their routes will be first assigned to available middle bus route relief drivers, and then to bid middle drivers who are available but were unable to drive their own route because of the conflict of schedule. After all middle relief drivers and middle bid drivers have been assigned, the remaining middle routes will be assigned to drivers who have signed the middle extra worksheet. In order for a driver to perform their own middle route or be assigned another middle route, the driver must be able to reach her pickup school before the students are dismissed.
- C. When a bus route becomes available during the school year, that route will be put up for bid as soon as supervision becomes aware of its availability and will remain posted for a period of three (3) working days. The route will be awarded within five (5) working days after posting; provided, however, that if the route is a newly established route, it may be filled by a substitute for a period of up to 30 calendar days before being put up for bid, in order to make any necessary adjustments in the route. The order of bid will start with those drivers with the highest seniority. When this results in two drivers changing bid assignments the open route will be first offered to the six (6) hour people on a seniority basis. If no six (6) hour person accepts the route it shall be assigned. Upon transfer from a regular bus route to a special bus route, or vice versa, the employee may return to their original route during the first three (3) working days, during which time the driver's former position may be filled by a Bid Relief or substitute driver. After the three-day trial period the driver shall be regularly assigned to the new position.

#### **D. Guidelines for filling extra work when Van Buren is not open.**

When the Van Buren School District is closed and Van Buren bus drivers and/or bus aides who transport students to other school districts are absent, the extra work shall be offered first to drivers/aides who signed the extra worksheets; and second to substitute drivers.

- a. Known openings will be filled 1 day in advance.
- b. Drivers and aides will be called before 9:00 a.m. for the next day's assignments.
- c. Any routes becoming available during the day for the next day will be filled between 3:00 p.m. and 4:00 p.m.
- d. A.M. call-off will be filled starting at 5:30 a.m.
- e. Drivers or aides will be asked to work the whole assignment AM and PM (when Van Buren is not working). Once a route has been filled and the driver or aide changes their mind, that route will be refilled from the last person who received a route.
- f. If the office misses someone and the error is caught before the routes go out, the order of rotation will be corrected.

#### **Procedures that will be followed when calling:**

1. One number per employee will be called (it is drivers or aides responsibility to keep the office informed of changes).
2. Will be called in rotation by seniority based on who worked last.
3. Phone will be allowed to ring 10 times, if no answer, will hang up and go on.
4. If the answering machine responds, we will leave a message we called and go on to the next person.
5. If the driver/aide has to be reached on the bus radio: reasonable effort will be made to reach that person, but if they fail to respond we will go on to the next person. (The office will make sure they are trying to reach the person during route time). It is the driver's responsibility to make sure their radios are in proper working order and turned up.
6. If a driver is on a field trip, during call times they are to inform the office that they will be off their buses and when they will be back in radio contact.

#### **Section 4. Guaranteed Hours**

##### **A. Reduction or Increase in Scheduled School Day**

If at any time during this agreement, the Employer shall reduce or increase the scheduled school day, the minimum guarantee provided herein with respect to Relief Drivers shall be subject to re-negotiation upon request by either party.

##### **B. Five/Six -Hour Day**

During such periods as students are on five (5) hour-per-day class schedule, a driver shall be guaranteed a minimum of one (1) hour's pay for middle bus routes. If the class schedule is a six (6) hour day, or more, a driver shall be guaranteed a minimum of two (2) hours pay for the middle bus route.

#### **Section 5. Assignment of Vehicles**

Management shall assign a specific bus to each driver. Once so assigned, a bus will remain with the

driver for the remainder of that driver's employment, unless it is necessary to retire the bus, to remove the bus temporarily for maintenance, to reassign the bus in order to rectify conditions of over or under loading, to equalize mileage with another bus, or the driver bids on a special education bus route (or vice versa). Transfers for purposes of equalizing mileage will only be made between buses of the same model year and then only if a difference of 7,000 miles exists. Whenever management retires buses and replaces them with new buses during the school year, the new buses will be assigned to the drivers from whom the old buses are retired. Vehicles used on special bus routes may be reassigned to different routes at the discretion of the Employer.

**Section 6.** LOU regarding Bus Aides getting CDL attach

**ARTICLE 51  
FIELD TRIPS**

**Section 1.** **Field Trip and Shuttle Transportation**

A field trip is defined as transportation of pupils for other than regular school attendance, such as athletic events and museum trips.

Shuttle transportation is defined as transportation of pupils between school buildings or other school facilities within the District during normal school hours; it is not a "field trip" and may be assigned to any available driver.

**Section 2.** **Minimum 2-Hours for Field Trip**

A driver will receive a minimum of two (2) hours pay or your bid route time lost whichever is greater, for any field trips.

**Section 3.** **Signing for Field Trips**

Seniority drivers who desire to take field trips shall sign up on first bid day. If for any reason employees do not sign up on first bid day or later withdraw from the field trip list, they will be unable to sign up again until the start of the next school year. For accounting purposes, field trips will be rotated using the seniority list and filled accordingly. Upon completion of their probationary period, employees shall be offered the opportunity to sign for field trips. Upon receipt of medical clearance, employees returning from medical leave shall be offered the opportunity to sign for field trips.

**Section 4.** **Field Trip Board**

A board will be maintained in the transportation office on which the Employer shall post notices of all field trips. Whenever possible, such notice shall be posted five (5) days prior to the date of the trip. Employees desiring to sign up for extra trips shall do so on forms to be made available by the Employer, which shall be placed in a box to be provided for that purpose.

**Section 5.** **Field Trips for Probationary and Substitute Drivers**

Probationary drivers and substitutes are not eligible to sign for field trips. However, if no regular driver is interested or available, the supervisor may offer the field trip to an available probationary driver. If no probationary driver is available, the supervisor may offer the field trip to a substitute.

**Section 6.     **Rotation and Equalization of Field Trips****

- A.   Assignments at the beginning of the school year will start with the seniority list.
- B.   Field trip assignments will correspond to the payroll period.
- C.   Field trip assignments for a school vacation period shall be made for the vacation period and the next full work week following the vacation period.

**Section 7.     **Posting Field Trip Sign-up Sheets****

Field trip signup sheets will be posted in order of day and time. Unknown departure times will be the last ones listed on a particular day. Signup sheets must be submitted by Thursday noon of the week preceding the assignment week. Where practical, assignments of field trips will be made by 1:30 p.m. on the Friday preceding the assignment week or the last work day prior to a scheduled vacation period. Once a trip has been assigned to a driver, there will be no switching of trips by the drivers.

**Section 8.     **Later Posting of Field Trip Sign-up Sheets****

- A.   A field trip request that is received by the Supervisor of Transportation after the week's trips have been posted but 48 hours or more from time of the trip will be placed on the field trip board for drivers to sign the trip sheet. The trip sheet will be removed at 2 p.m. on the day following the date of posting.
- B.   A field trip request that is received by the Supervisor of Transportation after that week's trips have been posted but with less than 48 hours from time of the trip will be offered to the next driver in rotation.
- C.   All field trip requests received after the week's trips have been posted will be assigned in the order they are received.

**Section 9.     **Refusal/Charge****

A driver, who does not choose to work or is unavailable to work for any reason, will not be penalized on the rotation order.

**Section 10.    **Cancellations****

- A.   A driver will receive a minimum of two hours pay if a field trip is canceled less than six hours or two hours if weather related, prior to its scheduled departure time. A driver whose trip is canceled will be allowed to take her regular bid route that day.
- B.   Six-hour notification is required for a driver to cancel a trip. A driver who cancels a field trip assignment will be skipped in their next rotation.

**Section 11.    **Eligibility for Field Trips****

- A.   Relief Drivers are eligible for only those field trips which do not conflict with their normal work schedule (including any guaranteed hours).
- B.   All regular and special education bus route drivers may bid on any field trips but shall forfeit

any run which conflicts with any scheduled portion of the field trip.

- C. A driver who fails to drive his/her normal work schedule because of the use of sick leave that day will forfeit any field trips assigned for that day.

**Section 12. Ability to Drive Vehicle Assigned to Field Trip**

To be eligible for a field trip, a driver must be able to drive the vehicle assigned to that field trip. Drivers must drive the assigned vehicle, unless mechanical difficulties, emergencies, or the supervisor changes the assigned vehicle. The driver shall be charged the hours paid on the trip if she cannot drive the assigned vehicle.

**Section 13. “Split” Field Trips**

Transportation employees who bid and are successful in procuring a "split" field trip on weekends will either:

- a) return to the bus compound following the drop-off of students. The bus driver will return to pick up the students upon receiving a call from the sponsor. It is understood the driver will give the sponsor a telephone number where the driver may be reached and the coach will give an approximate time and the driver will be on call one hour prior to and one hour after the stated approximate time. The driver will receive \$30 stand-by pay; or
- b) transport students to, and remain at, the designated site. The sponsor will advise the driver of departure time either by verbal contact or beeper. In the event contact is made via the beeper, the response time for being available at the designated site will be no more than 30 minutes. A stipend of \$50 will be earned if the driver chooses to remain at the site.

Regular pay starts when the driver gets to the compound if she goes home, or, when she gets to the site after being beeped if she stays (maximum of 1/2 hour after being beeped).

The district will no longer be responsible for purchasing a ticket to the event for any bus driver who takes a field trip. The driver will be given an extra ticket, if there is one.

**Section 14. Driver’s Responsibility**

Drivers shall not permit their attendance at any field trip event to conflict in any manner with their responsibilities as a driver. It is the driver’s responsibility to fuel their bus used for the field trip if the fuel gauge is at or less than three-quarter (3/4) of a tank.

**Section 15. Bus Preparation; Timely Pick-Up**

Except in those situations where the field trip immediately follows a driver's regular assignment, drivers shall be provided twenty minutes to adequately prepare the bus for travel and travel to the designated departure point. Drivers shall be prompt in picking up passengers at both the point of departure and return. Drivers shall complete and turn in to the transportation office their time card at the end of each trip.

**Section 16. Driver’s Access to Transportation Facility for Field Trips**

The Employer will provide employees who are on field/activity trips which are scheduled during

non-office hours with a key to the transportation facility. Employees will be required to punch in and out for the work assignment. Time cards will be left at the time clock. Employees will be responsible for securing the premises.

**Section 17. Not Charged In Rotation When Conduction Association Business**

The parties agree that a driver who holds an Association position and loses a field trip because she is performing Association business will not be charged in rotation

**ARTICLE 52  
HALF DAYS**

On parent-teacher conference days, in-service days, and examination days, when students are in attendance only one-half of the day, if the time interval between the completion of the driver's last delivery of students to school and the first pick-up to take students home is less than one hour, the driver may elect to remain on the clock or punch out. If such interval is one hour or more, the driver shall punch out for the interval. In those circumstances where the driver elects to remain on the clock, as provided above, she shall clean her assigned bus, update her seating charts or route assignments or perform other duties related to her regular job functions if assigned by the Supervisor of Transportation. It is understood that employees may also use a reasonable portion of this time to eat a morning snack.

**ARTICLE 53  
ATTENDANCE BONUS**

All seniority employees shall have their attendance bonus suspended.

**ARTICLE 54  
DRIVERS' RESPONSIBILITIES**

**Section 1. Bus Inspection**

It is hereby acknowledged and agreed that each and every driver shall be responsible for the safe operation of her assigned bus. The driver shall inspect all equipment for the safe operation of the bus before each route or run in accordance with established pre-check procedures. The driver will also complete and file a Driver's Daily Report after each route or run.

**Section 2. Bus Work Repair Request Form**

Upon inspecting the bus and identifying problems, the driver shall properly and adequately complete and sign the Driver's Repair Request, indicating the needed repairs. Such repairs are to be itemized and stated clearly for the purpose of pinpointing the necessary repairs. The Driver's Repair Request will be provided by the Employer and, upon completion, shall be returned to the Supervisor of Transportation.

**Section 3. Bus Repairs**

It shall be the driver's responsibility to deliver the bus to the garage for those repairs that have to be completed at the garage.

**Section 4. Time Cards**

Drivers shall use the time clocks provided by the Employer for the recording of time worked.



**ARTICLE 55**  
**GENERAL PROVISIONS**

**Section 1.   Transportation Waiting Room**

A heated room shall be made available for use by employees as a waiting room before their bus runs. This room is to be open at 5:30 a.m. and kept open until the last run in the afternoon, September through June. Smoking shall be prohibited in the Transportation Building. The Employer shall be solely responsible for establishing all other rules governing the use and furnishing of this room.

**Section 2.   Determining Average Hours**

Determining average hours for each employee's level of health, leave, pay, and other benefits shall be based on the average hours worked, excluding field trips and extra work hours. The district shall calculate average hours based on the Poly Plot mapping system. The district/union retains the right to review average hours throughout the school year as needed.

**Section 3.   Bidding for Summer Work**

A member will be ineligible to bid on summer work if he/she is on medical leave and/or Long Term Disability on the day summer bidding takes place.

**Section 4.   Elective Surgery/Medical Procedures**

Employees will attempt to schedule elective surgery or elective medical procedures during summer months. Elective surgery and elective medical procedures shall not be allowed during the last four (4) weeks of the school year.

**Section 5.   Payroll Deduction for Co-Payment of Health Insurance**

Payroll deduction for co-payment of district provided insurance will occur bi-weekly, commencing with the first pay period of the school year.

**Section 6.   Non-Paid Time**

Drivers or aides, with employer approval may elect to take up to five (5) periods of non- paid time during bid middle/kindergarten routes without being penalized. Approval will be considered on a first-come first-served basis, with no more than three (3) employees being absent on any one day. During certain difficult times it may be necessary to deny any and all requests for non-paid absences.

A driver whose main route school is not scheduled to be in attendance on the day before and/or after a holiday, but whose middle run school is scheduled to be in attendance, may request to take a non-paid middle and not lose any holiday pay. The request is subject to employer approval.

Drivers with a summer route will be allowed to take two (2) scheduled non-paid days with pre-approval from the Transportation Supervisor.

**Section 7.   There shall be available a supervisor, or designee to whom driver and aides may report to using the written forms. Regarding any and all issues they need resolved.**

**ARTICLE 56**  
**OPERATIONAL RULES**

1. Passengers shall be instructed to cross the street or road in front of the bus if crossing is necessary.
2. Each driver must stop at all railroad crossings whether loaded or empty, then shift into low and proceed across the track without shifting.
3. Each driver must pass an annual physical examination and have on file a physician's fitness card not later than two weeks prior to the first bid date. Exceptions must be approved in advance by the Supervisor of Transportation.
4. Each driver must possess at all times a valid Commercial Driver's License with a P & S endorsement and no air brake exclusion and must produce evidence of the same upon request.
5. Each driver shall start her bus run at the same time each day and maintain the same time schedule insofar as is reasonably possible. All riders must be seated before the bus is started in motion.
6. No route once established is to be altered by a driver without authorization of the Supervisor of Transportation.
7. Each driver must ensure all doors are closed at all times when the bus is in motion.
8. Each driver must operate her alternating lights well in advance of (200 feet) and at every stop when loading or unloading.
9. No driver is to start any run before the listed time on their current route sheet.
10. Each driver must operate her directional signals well in advance of making a turn.
11. When making a student pickup/drop off, each driver shall stop on the roadway in the extreme right hand lane.
12. Each driver shall instruct her riders to stay well off the road when waiting for the bus.
13. After unloading the bus each driver shall make sure that all riders are clear of the bus before proceeding.
14. No driver may block an intersection with a stopped bus.
15. Each driver must ensure her bus is visible for 400 feet in each direction at every stop, unless exceptions are made by the Supervisor of Transportation.
16. Drivers are expected to drive posted speed limits when conditions permit, but in no event may exceed the legal speed limit.
17. Each driver shall inspect her bus after each run for evidence of vandalism by riders.
18. Each driver shall ensure all windows and doors on her bus are closed upon leaving the bus after each run.
19. Each driver shall park her bus in the assigned numbered area within the compound.
20. Each driver shall immediately report any accident in which her bus is involved or any damage to her bus to the Supervisor of Transportation.
21. Each bus must be maintained and cleaned daily. Swept and garbage is to be removed at the end of every shift.
22. Each driver shall report any defective equipment in writing to the Transportation Supervisor.
23. Each driver shall be neat and clean, and shall wear clothing appropriate for a bus driver.
24. No driver may use intoxicants before or during hours on duty.
25. Profanity is prohibited in the presence of children at any time.
26. No driver may refuse to take any rider who is eligible to ride.
27. No collection of any sort is to be taken up by a driver from riders for any purpose whatsoever.
28. All articles left on a bus are to be tagged by the driver with the bus number and the date and turned into the individual school lost and found, if it can be determined.
29. No driver will discharge students at stops other than those designed by the Supervisor of Transportation without a bus pass or authorization from the supervisor.
30. Sudden stops for disciplinary purposes are strictly prohibited. Violation of this rule will result in the

driver's immediate discharge.

31. All students who ride the bus to school in the morning will be allowed to ride the bus home at night. No student will be put off the bus before she arrives at her regular stop at night. Anytime a student is put off the bus for disciplinary purposes, the Transportation Office will determine disciplinary action and student's ability to ride the bus.
32. Each driver and aide shall arrive, ready for work, at their correct punch in time. Anyone late will have their pay correspondingly adjusted.
33. Each driver must give her bus a safety inspection before leaving the compound. Windshield, side windows as far back as necessary, and mirrors, are to be free of frost, dew, etc. Brakes, lights, tires, etc., will all be checked and reported for repairs. Fifteen minutes is allowed for this purpose for regular school buses and mini-buses.
34. No bus will be taken home.
35. Between runs, no buses may be parked on the streets within the City limits of Belleville; buses are to be returned to the compound between morning runs when practical.
36. There shall be no smoking permitted in the Transportation Building or on any school grounds.
37. All time cards are to be filled out completely, including name, date, route number, bus number, mileage, and amount of fuel.
38. All driver logs must be completed in accordance with MDOT/FMCSA guidelines.
39. Each driver will provide the Office of Transportation a seating chart of all runs, within a reasonable time following bid day.
40. Each driver will be furnished a printout of the names of all students assigned to their bus. This printout is to be checked against the students riding the bus. The Supervisor of Transportation is to be notified of any students not listed, and of students listed but not riding the school bus.
41. A driver must notify the office of Transportation of any traffic violations he/she receives either while on duty or in a private vehicle.
42. Eating, drinking or any use of a cell phone or other electronic device is prohibited at all times while any students are on the bus. The only exception is water. Sleeping is prohibited at all times during the work day.

## **ARTICLE 57**

### **DEFINITION AND RESPONSIBILITIES OF BUS AIDES**

#### **Definition: Bus Aide**

A bus aide is an attendant that accompanies the driver on a bus route to help with student safety and behavioral management.

#### **1. Responsibilities of a Bus Aide:**

1. To work with the driver as a team.
2. Assist students with boarding and deboarding. Make sure they are safely in seats. This will require getting off the bus to assist students into school or home. Knocking on doors if no one is present when the bus arrives to drop students off prior to calling in to base.
3. If necessary, lift and position students in seats, assist students with lap belts, and hook up safety vests and wheelchair tie-downs.
4. Regarding discipline:
  - a. Learn the bus discipline rules and regulations
  - b. Write out disciplinary slips.
  - c. Communicate with supervisor, teachers and paraprofessionals concerning student discipline.
5. Help maintain a neat and orderly bus.

6. Interact with students while they ride the bus, sit with the students (read, sing, and talk with the students).
7. Assist the driver in teaching students the safety rules.
8. Responsible for installing, maintaining and securing any and all equipment required for the students on their bid route.
9. Report to your bus at your current report time on your route sheet in the bus lot.
10. Immediately report to the supervisor the injury of a student and fill out a student injury form.
11. Assist the driver in emergency evacuations.
12. Be responsible for emergency sheets, see that sheets are filled out by the parent and returned; make sure the office has a copy of the form.
13. Check the bus to make sure no students are left.
14. Attend meetings and training as requested or required.
15. Eating, drinking, or any use of a cell phone or other electronic device is prohibited at all times while any students are on the bus. The only exception is water. Sleeping is prohibited at all times during the work day.

**2. Bus Aide Training**

Bus aides must receive training from a bus aide trainer or certified driver trainer (if there is no bus aide trainer available) prior to their first day of employment.

## PARAPROFESSIONAL EMPLOYEES ONLY

### ARTICLE 58 SENIORITY WITHIN THE PARAPROFESSIONAL DIVISION

#### **Section 1.     **Definition of Seniority****

- A.     Seniority shall be defined as the length of service within the district as a bargaining unit member in the Paraprofessional Division. Accumulation of seniority shall begin from the bargaining unit member's first working day as a regular paraprofessional employee not to exceed sixty (60) calendar days prior to his/her approval for hire by the Board of Education.

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

- B.     All seniority shall be computed on an annual basis regardless of the number of hours worked per day or per week.
- C.     Employees may not use seniority earned within the Paraprofessional Division when bidding on or applying for a position in the Transportation or Custodial/Maintenance Divisions.

#### **Section 2.     **Probation****

- A.     The probationary period shall be ninety (90) calendar days.
- B.     The probationary period of an employee may be extended by mutual agreement of the Employer and the V-BEST Association.
- C.     The Association shall represent probationary employees for the purpose of collective bargaining with respect to wages, hours and conditions of employment as set forth in this Agreement, provided, however, that the discipline, discharge or layoff of probationary employees shall be at the sole and exclusive discretion of the Employer and shall not be subject to the grievance procedure. Probationary employees are at-will employees.

#### **Section 3.     **Positions Within the Paraprofessional Division****

The following classifications are included in the Paraprofessional Division:

1. Class I Paraprofessional
  - a. GSRP paraprofessional with CDA accreditation
2. Class II Paraprofessional
  - a. Paraprofessional that is Highly Qualified by the State of Michigan
3. Class III Paraprofessional
  - a. Paraprofessional that is NOT Highly Qualified by the State of Michigan

Although there are different types of paraprofessionals they are all in one classification for bidding purposes and share some of the same responsibilities. Paraprofessionals are educational workers that assist teachers/special educators with academic, physical and emotional needs of the students.

Class III Paraprofessionals are able to become a Class II Paraprofessional at any time by meeting the State of Michigan's qualifications to be Highly Qualified.

**Section 4. Seniority List**

- A. The seniority list will show the names, job titles, and seniority dates of employees by classification.
- B. The employer shall post an up-to-date copy of the seniority list in appropriate employee break or work areas and provide the same to the V-BEST Association President by September 30, each year.
- C. For a period of 30 days following such posting, each employee shall examine it and notify his/her immediate supervisor of any error. Such alleged error, if not resolved, may be the subject of the grievance procedure. If uncontested by the Employee the Employer may rely on the seniority list without incurring liability.
- D. Any bargaining unit member promoted on or after July 1, 1978, to a position outside the bargaining unit but in the employ of the Employer shall retain his/her bargaining unit seniority for a maximum period of six (6) months following the date of promotion. If the bargaining unit member returns to the bargaining unit, he/she shall be placed in his/her prior position.

**Section 5. Loss of Seniority**

**An employee shall lose seniority for the following reasons:**

- A. The employee resigns or quits.
- B. The employee retires or receives a pension benefit under the Michigan Public School Employees Retirement System (MPERS).
- C. The employee is separated from the Employer as a condition of a disability settlement.
- D. The employee is discharged and the discharge is not reversed through the grievance procedure.
- E. The employee is absent for three (3) consecutive days without notifying the Employer. In proper cases, the Employer may make an exception. After such absence, the Employer will send written notification to the employee at his/her last known address informing the employee that he/she has lost his/her seniority and his/her employment has been terminated.
- F. The employee does not return when recalled from layoff as set forth in the recall procedure. In proper cases, the Employer may make an exception.
- G. The employee is laid off for a period in excess of his/her accumulated seniority.

**ARTICLE 59  
BARGAINING UNIT WORK**

Work customarily performed by employees in job classifications covered by this Paraprofessional portion of the Agreement may be performed by volunteers, subcontracted by the Employer to an outside agency, or assigned to workers in experimental or other job experience and training programs. The work by such individuals or groups, however, shall not cause the elimination of present paraprofessionals or reduce present individual work schedules.

**ARTICLE 60  
JOB DESCRIPTIONS**

**Section 1.** Job descriptions for all paraprofessionals shall be established by the Employer. No paraprofessional shall be left in charge of a student (s) for longer than 20 minutes without a certified teacher or administrator. Every time a paraprofessional is left alone with a student for longer than 20 minutes they will immediately notify Human Resources and Association president.

All paraprofessionals are in the same classifications in regards to bidding seniority. Those that bid on a GSRP position must have or obtain a CDA within a timely fashion. Those without a current CDA will receive class 2 pay until it is obtained. Class 3 paraprofessionals will receive class 3 pay until their qualifications change.

If a paraprofessional feels that they are being asked to do work outside the scope of their job, regardless of the location of their job, they must notify either the Director of Human Resources or the Director of Student Services.

**Section 2.** Substantial alterations in a paraprofessional's working conditions shall be negotiated first with the Association prior to implementation.

Any disputes regarding whether a change in working conditions is substantial shall be subject to the grievance procedure for determination. In granting relief, the arbitrator shall be limited to an order to bargain. A pending grievance on the matter shall not prevent the employer from implementing any changes.

**Section 3.** When a paraprofessional job is posted it shall include sufficient information to give an indication of the job duties, for example: one-on-one; medical-fragile; physically impaired; classroom (department); monitor; library/media; elementary, secondary, special education, teacher (if known) etc. Any information which is necessary but violates FERPA or other confidentiality provisions/laws will not be on the posting but still communicated to the bid paraprofessional.

**Section 4.** Paraprofessionals who are required to submit Medicaid Billing will be paid for an additional one (1) hour per month. A computer/device shall be made available to the paraprofessional for this purpose.

**ARTICLE 61  
IN-SERVICE**

**Section 1. Attendance and Related Expenses**

If the Employer requires a paraprofessional to attend any bid-day, in-service or training activities, (professional development day, training, videos, CPI training, etc.) then the Employer will pay for all expenses related thereto. This clause shall not be construed to mandate the Employer to pay for meals or mileage for in-district and Wayne County ISD in-service or training activities.

**Section 2. Meetings**

- A. Whenever possible, meetings will be scheduled during an employee's regular work day. Employees directed to attend meetings before or after hours will be given one (1) weeks' notice, where possible. In lieu of compensation for such extra time, the employee shall be provided compensatory time off in an amount equal to the time the employee is required to work after hours as or otherwise provided under state or federal law.
- B. Paraprofessionals will be notified of staff meetings or special project planning sessions they are expected to attend.

**Section 3. Training**

All Paraprofessionals will have paid professional development prior to the first day of the school calendar.

**ARTICLE 62  
TRAVEL TIME**

Adequate travel time shall be provided to paraprofessionals whose assignment may require travel between two or more buildings.

**ARTICLE 63  
EVALUATION**

**Section 1. Performance Evaluation Guidelines**

- A. PURPOSE - periodic written evaluation of the performance of a paraprofessional is intended to identify the strengths and weaknesses of that performance and provide suggestions and direction for improvement.
- B. FREQUENCY - The performance of a paraprofessional will be evaluated before the end of any probationary period. For first year paraprofessionals, a second evaluation will be completed before the end of March if there has been more than a half year of service. During the second school year of employment, the performance of the paraprofessional will be evaluated in both November and before the end of March. Thereafter, evaluations will occur annually. However, during any employment year, more frequent written evaluations may occur, if needed.



- C. EVALUATOR - The performance evaluation will be completed by the paraprofessional's immediate supervisor; the building principal, or his/her designee, for paraprofessionals working outside the classroom.
- D. FORM/COPIES - The evaluator will utilize the standard district form provided (with category attachment) and complete the evaluation in three copies. One copy will be provided to the paraprofessional, a second copy filed by the evaluator, and the third copy forwarded to the district office for filing in the paraprofessional's personnel file.
- E. AWARENESS - All incidents and conditions which are likely to have a negative or positive impact on the evaluation rating of the paraprofessional are to be brought to the employee's attention at the time of their occurrence or as soon thereafter as they might reasonably be assumed to become known.
- F. POST-EVALUATION CONFERENCE - No evaluation will be deemed complete without a post-evaluation conference (or opportunity for one) in which both the paraprofessional being evaluated and the evaluator are permitted to ask questions and discuss the evaluation.
- G. REBUTTAL - Upon completion of the evaluation form and the post-evaluation conference, the paraprofessional being evaluated will sign the form to indicate receipt of a copy. However, if the employee disagrees with the content of the evaluation, he/she may, within thirty (30) calendar days, submit a narrative rebuttal which will be attached to the evaluation form in the paraprofessional's personnel file.

**ARTICLE 64  
WORKING CONDITIONS**

**Section 1. Paraprofessional Duties**

It is agreed that it is not the paraprofessional's responsibility to perform duties normally assigned to custodians, except in an emergency, in which student safety is involved.

**Section 2. Duties: Other Classifications**

Duties not normally performed by paraprofessionals but associated with other classifications, shall not be assigned paraprofessionals. Paraprofessionals who are placed with students that have special medical needs will be provided with training to meet the medical needs of that student.

If a Paraprofessional is qualified to teach the district may utilize that Paraprofessional if no substitute is available. They are to be paid the substitute teacher scale, or para wage, whichever is higher. Whenever possible, toileting should involve another adult.

**Section 3. Unsafe/Unhealthy Conditions**

A paraprofessional who believes his/her work assignment involves unsafe or unhealthy conditions shall refer the matter to his/her supervisor for immediate disposition. Every reasonable effort shall be made to remove the unsafe or unhealthy condition(s) and be in compliance with local, county, and state codes.

**Section 4. Personal Property Loss**

The Employer shall reimburse the paraprofessional for the loss, damage, or destruction of personal property which was required in writing by the Employer and was used on school premises and which was related to job responsibilities when the loss, damage, or destruction is not the result of the employee's negligence.

**Section 5. Supervision of Building**

In the absence of a building principal or supervisor, a paraprofessional shall not be held accountable or made responsible for the administration or supervision of the building.

**Section 6. Unoccupied Building**

No paraprofessional shall be required to enter an unoccupied building alone or to be left alone in an unoccupied building.

**Section 7. Rest Areas**

The Employer shall provide adequate rest areas and restrooms for paraprofessional use, as well as access to lockable space for personal items.

**Section 8. Transporting Students**

The Employer agrees that it will not require paraprofessionals to drive students home in their personal vehicles, or unaccompanied by another adult.

**ARTICLE 65  
VACANCIES, TRANSFERS AND PROMOTIONS**

**Section 1. Vacancy Defined**

A vacancy shall be defined as an unfilled position, existing or newly created, wholly involving duties normally performed by employees in positions identified in the recognition clause of this Agreement. A position held by a paraprofessional on a sick leave of absence or an unpaid leave of absence of a semester or more, who submits a doctor's confirmation that she will not return for the remainder of the school year shall be considered a vacancy.

**Section 2. Transfer with Teacher Who is Transferred**

In instances where a teacher and his/her program are transferred to another building, the paraprofessional assigned to that teacher will be transferred with the teacher and his/her program. Such a transfer, however, shall not occur to the paraprofessional if the move results in fewer work hours.

**Section 3. Job Postings**

**A. Content of Job Postings**

All vacancies will be posted in a conspicuous place in each building accessible to the paraprofessional for a period of 5 working days and emailed to each employee via district email on the day of the posting. Said posting shall contain the following information:

1. Job title
2. Location
3. Starting date
4. Pay Rate
5. Hours per week
6. Qualifications
7. Specific responsibilities of the job

**B. Vacancy Occurring After the First Workday of the School Year**

When a vacancy occurs after the first work day of the school year for paraprofessionals, or when the vacancy cannot be posted and filled before the first student day of the school year, then the district may post such a position for five days. The District shall send a copy of the posting each building representative to post in the staff room and to the union president and via District email.

Vacancies which occur after the first student day of school are only open to bid to individuals who would receive increased hours. The position will be considered filled temporarily and will be re-posted for the next school year, pursuant to the current contract between the parties.

**C. Applications**

Interested paraprofessionals must apply in writing to the Personnel Office during the posting period.

**D. Use of Seniority in Job Bid**

All paraprofessional vacancies will be posted and awarded on the basis of seniority within the paraprofessional bargaining unit.

**E. 90-Day Probationary Period in New Assignment**

In the event of voluntary or involuntary transfer from one assignment to another, the paraprofessional shall be given a 90 calendar day (excluding weekdays when school is not in session) trial period in which to show his/her ability to perform the duties of the new assignment.

Should the paraprofessional be unable to satisfactorily perform the duties of the new assignment in the objective opinion of the principal, he/she shall be returned to his/her previous assignment. Such a decision shall not be subject to the arbitration provision of the grievance procedure. There shall be periodic evaluations if there are problems or concerns with performance within the first 90 days. The employee may be returned to their former position at any time during their trial period if efforts at resolution are unsuccessful.

**F. Bidding on Vacancies When There Are Paraprofessionals on Layoff**

If there are paraprofessionals on layoff and, if the posted position does not exceed the number of work hours per week or school year currently held by the bargaining unit applicant, a laid off paraprofessional, in reverse order of layoff, will be recalled to the position.

**G. Postings Required**

No position shall be filled without a posting except in compliance with Article 88, Reduction in Personnel, Layoff, and Recall, Section 4 or Section 5.

**H. Filling Position within Five Workdays if it is Higher Hours**

If a posted position represents more hours per week or school year than currently held by a bargaining unit applicant, the position will be filled within five (5) working days after the closing of the posting.

**I. Known Vacancies for Following School Year Posted in May**

By June 30 of each year, the employer shall post all positions it knows to be vacant and has determined it will fill upon the commencement of the next school year. Additional position vacancies will be posted and bidding will take place on the Monday of the week before the teacher's return to work.

**Section 4. Job Postings Sent to President**

The Association president shall receive a copy of all job postings.

**Section 5. Notice of Vacancies Sent to President**

The Association President will be notified, in writing, of vacancies that occur during the summer months. Said vacancies will be posted in the Board office.

**Section 6. Involuntary Transfers**

The parties agree that involuntary transfers may be affected for just cause.

**Section 7. Posting of Summer Positions**

Summer positions will be posted only when they are vacant, either because the person who previously held the position no longer wishes it, or because it is a newly created position. Summer positions will be awarded on the basis of seniority.

**ARTICLE 66**  
**REDUCTION IN PERSONNEL, LAYOFF, AND RECALL**

**Section 1.**     **Notice of Layoff**

No paraprofessional shall be laid off pursuant to a reduction in the work force unless said paraprofessional shall have been notified of said layoff at least 15 calendar days prior to the effective date of the layoff. In the case of layoffs at the end of a school year to be effective at the beginning of the following year, paraprofessionals shall be notified prior to the end of that current school year.

**Section 2.**     **Order of Layoff**

In the event of a reduction in force, the Employer shall layoff by seniority within classification (i.e., paraprofessional or tech aide), commencing with probationary employees and followed by the least senior employee(s) in the affected aforementioned classification(s). There shall be no seniority among probationary employees; the order of layoff among probationary employees shall be at the discretion of the Employer. In no case, shall a new paraprofessional be employed by the Employer while there are laid off employees unless laid off employees have been offered the vacant or newly created position.

**Reduction in Hours/Elimination of Position**

If a paraprofessional position is reduced by one (1) hour or more per day, or goes from full-time to part-time, or is eliminated, the employee whose position is reduced or eliminated may accept the reduced assignment, or, in the case of the elimination of her position, layoff. The employee whose position is being reduced or eliminated may also elect to bump the least senior employee in his/her time block. If two positions in a given time block are simultaneously reduced, the more senior of the two employees may bump either the lowest or the next to the lowest senior employee in his/her time block. The employee who is bumped must bump the least senior person in the next lower time block.

This process shall continue through the remaining time blocks. Time block for this article is defined as:

Full-time - Time Block #1	32 hours or more
Time Block #2	24.0 hours to 29.9 hours
Time Block #3	less than 24 hours

**Section 3.**     **Recall Notice**

Notices of recall shall be sent by registered mail (return receipt requested) to the last known address of the laid off paraprofessional as shown on the Employer's records. The recall notice shall state the time and date on which the paraprofessional is to report back to work. It shall be the paraprofessional's responsibility to keep the Employer notified as to his/her current mailing address. A recalled paraprofessional shall be given 10 calendar days from the time of mailing the recall notice to report for work. Paraprofessionals recalled to work are obligated to accept said work. A paraprofessional who declines recall to perform work within the bargaining unit or who fails to respond to the recall notice shall be terminated.

**Section 4. Seniority**

Employees whose positions have been eliminated due to reduction in program and/or work force shall have the right to continued employment over less senior paraprofessionals. Employees whose hours of work have been reduced due to reduction in program and/or work force shall have the right to continued employment over less senior paraprofessionals.

**Section 5. Order of Recall**

Laid off employees shall be recalled in reverse order of layoff. Any employee recalled to a job title different from that held at time of layoff shall serve the 90 calendar day (excluding weekdays when school is not in session) probationary period.

**Section 6. Length of Right to Recall**

Paraprofessionals on layoff shall retain their seniority for purposes of recall for a time equal to their years of service, but in no instance for less than one (1) year. Any employee on layoff for more than that period, shall lose his/her seniority and further rights under this Agreement, and shall be considered terminated.

**Section 7. Right to Substitute During Layoff**

The Employer agrees to use paraprofessionals on layoff for substitute duty; provided, however, all paraprofessionals used as substitutes shall be paid the rate they would receive if they had not been laid off.

**ARTICLE 67  
WORK YEAR, WORK WEEK, WORK DAY**

**Section 1. Work Year**

The normal work year for the paraprofessional shall be within the established school calendar for students as modified by other provisions of this Agreement. However, paraprofessionals may be discharged or laid off, their work hours, work days, or work weeks reduced, which may result in less than the established school calendar for some or all paraprofessionals, if there is one or more of the following conditions: (1) a decrease in the students enrolled in the school district or program, (2) a decrease in the revenue of the school district or funding of a program, (3) an increase in costs to the school district, or (4) the Board of Education deems it necessary to alter school curriculum or program(s).

**Section 2. Work Week**

The work week for all paraprofessionals shall be established by the Employer. No paraprofessional will be required to work Saturdays or Sundays.

**Section 3. Breaks**

All paraprofessionals will be allowed one (1) fifteen (15) minute relief period within the regularly scheduled work day, if that work day is three (3) hours or more, as scheduled by the Employer. If a paraprofessional's work day is more than five (5) hours, as scheduled by the Employer, he/she shall receive two (2) 15-minute relief periods within his/her regularly scheduled work day. Said relief periods shall be paid. Relief periods may not be accumulated.

**Section 4. In-Service Days, Records Days, Parent-Teacher Conference Days**

All paraprofessionals shall work during in-service days, records days, parent/teacher conference days, or other special events if requested to do so by the Employer, in writing. The paraprofessional shall be paid his/her regular hourly wage rate for all hours worked.

**Section 5. Lunch Period for 3-Hour or More Paraprofessionals**

The work day for all paraprofessionals shall be established by the Employer. All paraprofessionals working three (3) hours or more per day shall be provided a duty-free, 30 minute, unpaid lunch period as scheduled by the Employer.

**Section 6. Work Day**

The work day of the paraprofessional shall not exceed 30 minutes before the arrival time or 30 minutes after the departure time established by the Employer for teachers in the building where assigned. If the employer requires the employee to attend an outing the cost will be paid by the district.

**Section 7. All paraprofessionals shall have their attendance incentive suspended.**

## APPENDIX A

### MEMORANDUM OF UNDERSTANDING

1. Notwithstanding the provisions of the collective bargaining agreement, including the provisions from the former paraprofessional section of the agreement, i.e., the Articles entitled “Probationary Employees” and “Seniority” the District shall be entitled to hire, assign and retain three (3) paraprofessionals district-wide so as to enable the District to provide same-gender supervision of rest rooms and locker rooms by members of the paraprofessional bargaining unit.
2. In the event less senior paraprofessionals are retained over more senior paraprofessionals in a reduction in force, no more than two (2) paraprofessionals at the high school nor more than one (1) other paraprofessional at one of the middle school shall be retained to permit same-gender supervision of rest rooms and locker rooms. Whenever the District elects to retain less senior paraprofessionals for same-gender supervision referenced in paragraph (1), those paraprofessionals who are laid off or have reduced hours out of line of seniority shall receive supplemental pay which shall equal 95% of the wages the employee would have earned had the layoffs or reduced hours been affected strictly on the basis of seniority. This supplemental pay shall be offset by unemployment compensation benefits or outside earnings which the employee receives.
3. Any paraprofessional who is laid off or has reduced work hours out of line of seniority pursuant to this Memorandum of Understanding shall continue to accrue full seniority and all benefits specified in the collective bargaining agreement as though no layoff or reduction in hours had occurred.
4. The District has the right to hire, assign or retain less senior paraprofessionals for same-gender supervision in accordance with this Memorandum of Understanding for no more than two (2) semesters following a reduction in force out of line of seniority. Paraprofessionals who are laid off or who have reduced hours pursuant to the terms of this Memorandum of Understanding shall be recalled or have hours restored after two (2) semesters on the basis of seniority, provided less senior paraprofessionals are still working.
5. In the event a posted vacancy is filled by a less senior paraprofessional based on the District's need for same-gender supervision, the more senior paraprofessional who was denied the position because of gender and who would have been entitled to it under Article 87, Section 3 (c), will not be assigned to a position of fewer hours than the posted position for as long as she retains a position in the District. In the event the posted vacancy subsequently becomes vacant, no other more senior paraprofessional denied it because of gender may claim additional hours where another paraprofessional is already being credited with the additional hours.
6. The parties understand and agree that job duties which consist of monitoring and supervising student rest rooms and locker rooms at the high school and middle schools shall be performed by paraprofessionals of the same sex as those students using such facilities.
7. The parties understand and agree that job postings which set forth the job description and duties for paraprofessional positions shall not specify that the position is either male only or female only. Instead, the job description shall contain the following statement: The Paraprofessional shall be responsible for monitoring and supervising rest rooms and locker rooms at the High School (or Middle School) and shall be the same sex as the students who use such facilities.
8. The District shall indemnify the plaintiffs and hold them harmless in the event of suit, demand, complaint, charge or other proceeding arising out of the District's reliance on the provisions of this Consent Order and Memorandum of Understanding which entitle the District to reserve three (3) paraprofessional positions to ensure same-gender supervision of restrooms and locker rooms. Plaintiffs shall cooperate fully in the defense



of any such suit, action or proceeding and shall be responsible for the payment of separate counsel fees should they decide to retain separate counsel in addition to the counsel provided by the District pursuant to this indemnification clause.

9. The Van Buren Education Support Team Association/MEA/NEA (V-BEST/MEA/NEA), and its members agree not to sue or finance any suit or complaint against the District or Board of Education based on the District's reservation of three (3) paraprofessional positions to ensure same-gender supervision of restrooms and locker rooms, provided that the other provisions of this Memorandum of Understanding are honored.
10. This Memorandum of Understanding shall in no way restrict the number of male or female paraprofessionals who may be hired.

**LETTER OF UNDERSTANDING**  
**National Health Care Program**

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

\*\*\*\*\*

**MEMORANDUM OF AGREEMENT**  
**Non-Smoking Provision**  
**Public Act 459**

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

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

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

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

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

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

## **LETTER OF AGREEMENT**

This letter of agreement is reached by and between the Van Buren Public Schools (the “District”) and the Van Buren Educational Support Team.

In support of the outstanding job performance of the bus mechanics, and any misunderstandings regarding the tool allowance which may have existed at the time of transition between Laidlaw and Van Buren, the parties agree that the District shall provide an annual stipend of \$200 to each bus mechanic as a personal tool leasing agreement.

**APPENDIX B**  
**UPDATED WAGE SCHEDULES**

## VBEST UPDATED 2021-2022 Salary Scale

### Transportation (Drivers)

1 yr.	18.95
2 yr	19.55
3 yr.	20.15
4 yr.	20.75
5 yr.	21.35
6 yr.	21.95
7 yr.	22.55
8 yr.	23.15
9 yr.	23.75
10 yr.	24.35

### Aides (Grandfathered)

Start	15.72
90-days	15.18
1 yr	15.84
2 yr	17.50
3 yr	17.60

### New Aide Scale

1 yr	15.20
2 yr	15.50
3 yr	15.80
4 yr	16.10
5 yr	16.40
6 yr	16.70
7 yr	17.00
8 yr	17.30
9 yr	17.60
10 yr	17.90

### Custodial/Maintenance

	1 <sup>st</sup> yr	2 <sup>nd</sup> yr	3 <sup>rd</sup> yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr	11 yr	12 yr
Class I	20.20	20.85	21.20	21.55	21.90	22.25	22.60	22.95	23.30	23.65	24.00	24.35
Class II	18.90	19.25	19.50	19.95	20.30	20.65	21.00	21.35	21.70	22.05	22.40	22.75
Class III	18.30	18.65	19.00	19.35	19.70	20.05	20.40	20.75	21.10	21.45	21.80	22.15
Class IV	17.20	17.55	18.15	18.25	18.60	18.95	19.30	19.65	19.95	20.45	20.70	21.05

- Certified HVAC will receive a \$5.00 per hour increase on Class I scale

### Paraprofessional

	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr	11 yr	12 yr
Class I CDA	16.50	16.80	17.10	17.40	17.70	18.00	18.30	18.60	18.90	19.20	19.50	19.80
Class II Highly Qualified	16.20	16.50	16.80	17.10	17.40	17.70	18.00	18.30	18.60	18.90	19.20	19.50
Class III Not Highly Qualified	15.20	15.50	15.80	16.10	16.40	16.70	17.00	17.30	17.60	17.90		

### Bus Mechanics

	1	2	3	4	5	6	7	8	9	10	11	12
ASE-Cert	21.85	22.20	22.55	22.90	23.25	23.60	23.95	24.30	24.65	25.00	25.35	25.70
Non Cert	20.20	20.85	21.20	21.55	21.90	22.25	22.60	22.95	23.30	23.65	24.00	24.35
Non Cert <5 yrs experience	18.90	19.25	19.60	19.95	20.30	20.65						

## VBEST UPDATED 2022-2023 Salary Scale

### Transportation (Drivers)

1 yr.	19.45
2 yr	20.05
3 yr.	20.65
4 yr.	21.25
5 yr.	21.85
6 yr.	22.45
7 yr.	23.05
8 yr.	23.65
9 yr.	24.25
10 yr.	24.85

### Aides (Grandfathered)

Start	15.72
90 days	15.18
1 yr	15.84
2 yr	17.50
3 yr	17.60

### New Aide Scale

1 yr	15.20
2 yr	15.50
3 yr	15.80
4 yr	16.10
5 yr	16.40
6 yr	16.70
7 yr	17.00
8 yr	17.30
9 yr	17.60
10 yr	17.90

### Custodial/Maintenance

	1 <sup>st</sup> yr	2 <sup>nd</sup> yr	3 <sup>rd</sup> yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr	11 yr	12 yr
Class I	20.70	21.35	21.70	22.05	22.40	22.75	23.10	23.45	23.80	24.15	24.50	24.85
Class II	19.40	19.75	20.00	20.45	20.80	21.15	21.50	21.85	22.20	22.55	22.90	23.25
Class III	18.80	19.15	19.50	19.85	20.20	20.55	20.90	21.25	21.60	21.95	22.30	22.65
Class IV	17.70	18.05	18.65	18.75	19.10	19.45	19.80	20.15	20.45	20.95	21.20	21.55

- Certified HVAC will receive a \$5.00 per hour increase on Class I scale

### Paraprofessional

	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr	11 yr	12 yr
Class I CDA	16.50	16.80	17.10	17.40	17.70	18.00	18.30	18.60	18.90	19.20	19.50	19.80
Class II Highly Qualified	16.20	16.50	16.80	17.10	17.40	17.70	18.00	18.30	18.60	18.90	19.20	19.50
Class III Not Highly Qualified	15.20	15.50	15.80	16.10	16.40	16.70	17.00	17.30	17.60	17.90		

### Bus Mechanics

	1	2	3	4	5	6	7	8	9	10	11	12
ASE-Cert	22.35	22.70	23.05	23.40	23.75	24.10	24.45	24.80	25.15	25.50	25.85	26.20
Non Cert	20.70	21.35	21.70	22.05	22.40	22.75	23.10	23.45	23.80	24.15	24.50	24.85
Non Cert <5 yrs experience	19.40	19.75	20.10	20.45	20.80	21.15						

## **VBEST UPDATED 2023-2024 Salary Scale**

### Transportation (Drivers)

1 yr.	19.95
2 yr	20.55
3 yr.	21.15
4 yr.	21.75
5 yr.	22.35
6 yr.	22.95
7 yr.	23.55
8 yr.	24.15
9 yr.	24.75
10 yr.	25.35

### Aides (Grandfathered)

Start	15.72
90 days	15.18
1 yr	15.84
2 yr	17.50
3 yr	17.60

### New Aide Scale

1 yr	15.20
2 yr	15.50
3 yr	15.80
4 yr	16.10
5 yr	16.40
6 yr	16.70
7 yr	17.00
8 yr	17.30
9 yr	17.60
10 yr	17.90

### Custodial/Maintenance

	1 <sup>st</sup> yr	2 <sup>nd</sup> yr	3 <sup>rd</sup> yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr	11 yr	12 yr
Class I	21.20	21.85	22.20	22.55	22.90	23.25	23.60	23.95	24.30	24.65	25.00	25.35
Class II	19.90	20.25	20.50	20.95	21.30	21.65	22.00	22.35	22.70	23.05	23.40	23.75
Class III	19.30	19.65	20.00	20.35	20.70	21.05	21.40	21.75	22.10	22.45	22.80	23.15
Class IV	18.20	18.55	19.15	19.25	19.60	19.95	20.30	20.65	20.95	21.45	21.70	22.05

- Certified HVAC will receive a \$5.00 per hour increase on Class I scale

### Paraprofessional

	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr	11 yr	12 yr
Class I CDA	16.50	16.80	17.10	17.40	17.70	18.00	18.30	18.60	18.90	19.20	19.50	19.80
Class II Highly Qualified	16.20	16.50	16.80	17.10	17.40	17.70	18.00	18.30	18.60	18.90	19.20	19.50
Class III Not Highly Qualified	15.20	15.50	15.80	16.10	16.40	16.70	17.00	17.30	17.60	17.90		

### Bus Mechanics

	1	2	3	4	5	6	7	8	9	10	11	12
ASE-Cert	22.85	23.20	23.55	23.90	24.25	24.60	24.95	25.30	25.65	26.00	26.35	26.70
Non Cert	21.20	21.85	22.20	22.55	22.90	23.25	23.60	23.95	24.30	24.65	25.00	25.35
Non Cert <5 yrs experience	19.90	20.25	20.60	20.95	21.30	21.65						

**APPENDIX C**

**MEDICAL BENEFITS**



# VAN BUREN PUBLIC SCHOOLS

Community Blue PPO<sup>SM</sup> ASC

**Note to ASC groups:** Before completing this template, please reference the disclaimer on the attached cover page.

Coverage for: Individual/Family | Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately.**

**This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, visit [www.bcbsm.com](http://www.bcbsm.com) or call the number on the back of your BCBSM ID card. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call the number on the back of your BCBSM ID card to request a copy.

Important Questions	Answers		Why this Matters:
	In-Network	Out-of-Network	
What is the overall <u>deductible</u> ?	\$0	\$250 Individual/ \$500 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive care</u> services are covered before you meet your <u>deductible</u> .		This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <u>deductibles</u> for specific services?	No.		You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ? (May include a <u>coinsurance</u> maximum)	\$7,350 Individual/ \$14,700 Family	\$14,700 Individual/ \$29,400 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, any <u>pharmacy</u> penalty and health care this <u>plan</u> doesn't cover.		Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See <a href="http://www.bcbsm.com">www.bcbsm.com</a> or call the number on the back of your BCBSM ID card for a list of <u>network providers</u> .		This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.		You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	\$20 <u>copay</u> /office visit; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$20 <u>copay</u> /visit; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No Charge; <u>deductible</u> does not apply	Not covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
<b>If you have a test</b>	<u>Diagnostic test</u> (x-ray, blood work)	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	May require <u>preauthorization</u>
<b>If you need drugs to treat your illness or condition</b> More information about <b>prescription drug coverage</b> is available at <a href="http://www.bcbsm.com/druglists">www.bcbsm.com/druglists</a>	Generic or select prescribed over-the-counter drugs	Not covered	Not covered	None
	Preferred brand-name drugs	Not covered	Not covered	
	Nonpreferred brand-name drugs	Not covered	Not covered	
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
	Physician/surgeon fees	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
<b>If you need immediate medical attention</b>	<u>Emergency room care</u>	\$50 <u>copay</u> /visit; <u>deductible</u> does not apply	\$50 <u>copay</u> /visit; <u>deductible</u> does not apply	<u>Copay</u> waived if admitted or for an accidental injury.
	<u>Emergency medical transportation</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	Mileage limits apply

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	<u>Urgent care</u>	\$20 <u>copay/visit</u> ; <u>deductible</u> does not apply	\$20 <u>copay/visit</u> ; <u>deductible</u> does not apply	None
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	<u>Preauthorization</u> is required
	Physician/surgeon fee	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
If you need behavioral health services (mental health and substance use disorder)	Outpatient services	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply for mental health; 20% <u>coinsurance</u> for substance use disorder	Your cost share may be different for services performed in an office setting
	Inpatient services	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	<u>Preauthorization</u> is required.
If you are pregnant	Office visits	Prenatal: No Charge; <u>deductible</u> does not apply Postnatal: No Charge; <u>deductible</u> does not apply	Prenatal: 20% <u>coinsurance</u> Postnatal: 20% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services <u>cost share</u> may apply. <u>Cost sharing</u> does not apply for <u>preventive services</u> .
	Childbirth/delivery professional services	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
	Childbirth/delivery facility services	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	Physician certification required.
	<u>Rehabilitation services</u>	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	Physical, Speech and Occupational Therapy is limited to a combined maximum of 60 visits per member, per calendar year.
	<u>Habilitation services</u>	No Charge; <u>deductible</u> does not apply for Applied Behavioral Analysis; No Charge; <u>deductible</u> does not apply for Physical, Speech and Occupational Therapy	No Charge; <u>deductible</u> does not apply for Applied Behavioral Analysis; 20% <u>coinsurance</u> for Physical, Speech and Occupational Therapy	Applied behavioral analysis (ABA) treatment for Autism - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to <u>preauthorization</u> .

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	<u>Skilled nursing care</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	<u>Preauthorization</u> is required. Limited to 120 days per member per calendar year
	<u>Durable medical equipment</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
	<u>Hospice services</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	Physician certification required. Visit limits apply.
<b>If your child needs dental or eye care</b> For more information on pediatric vision or dental, contact your plan administrator	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

## Excluded Services & Other Covered Services:

### Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture treatment
- Cosmetic surgery
- Dental care (Adult)
- Infertility treatment
- Long term care
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

### Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Chiropractic care
- Coverage provided outside the United States.  
See <http://provider.bcbs.com>
- Hearing aids
- Non-emergency care when traveling outside the U.S
- Private-duty nursing

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor’s Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), or the Department of Health and Human Services, Center for Consumer Information and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov) or by calling the number on the back of your BCBSM ID card. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact Blue Cross® and Blue Shield® of Michigan by calling the number on the back of your BCBSM ID card.

Additionally, a consumer assistance program can help you file your appeal. Contact the Michigan Health Insurance Consumer Assistance Program (HICAP) Department of Insurance and Financial Services, P. O. Box 30220, Lansing, MI 48909-7720 or <http://www.michigan.gov/difs> or [difs-HICAP@michigan.gov](mailto:difs-HICAP@michigan.gov)

**Does this plan provide Minimum Essential Coverage? Yes**

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

**Does this plan meet Minimum Value Standards? Yes**

If your plan doesn’t meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace. (IMPORTANT: Blue Cross Blue Shield of Michigan is assuming that your coverage provides for all Essential Health Benefit (EHB) categories as defined by the State of Michigan. The minimum value of your plan may be affected if your plan does not cover certain EHB categories, such as prescription drugs, or if your plan provides coverage of specific EHB categories, for example prescription drugs, through another carrier.)

**Language Access Services: See Addendum**

---

*To see examples of how this plan might cover costs for a sample medical situation, see the next section.*

---

## About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

### Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$20
■ <u>Hospital (facility) copayment</u>	\$0
■ Other <u>copayment</u>	\$0

This **EXAMPLE** event includes services like:

Specialist office visits (*prenatal care*)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
Diagnostic tests (*ultrasounds and blood work*)  
Specialist visit (*anesthesia*)

<b>Total Example Cost</b>	<b>\$12,700</b>
---------------------------	-----------------

In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$70
<b>The total Peg would pay is</b>	<b>\$70</b>

### Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$20
■ <u>Hospital (facility) copayment</u>	\$0
■ Other <u>copayment</u>	\$0

This **EXAMPLE** event includes services like:

Primary care physician office visits (*including disease education*)  
Diagnostic tests (*blood work*)  
Prescription drugs  
Durable medical equipment (*glucose meter*)

<b>Total Example Cost</b>	<b>\$5,600</b>
---------------------------	----------------

In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$100
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$3,500
<b>The total Joe would pay is</b>	<b>\$3,600</b>

### Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$20
■ <u>Hospital (facility) copayment</u>	\$0
■ Other <u>copayment</u>	\$0

This **EXAMPLE** event includes services like:

Emergency room care (*including medical supplies*)  
Diagnostic tests (*x-ray*)  
Durable medical equipment (*crutches*)  
Rehabilitation services (*physical therapy*)

<b>Total Example Cost</b>	<b>\$2,800</b>
---------------------------	----------------

In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$40
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$10
<b>The total Mia would pay is</b>	<b>\$50</b>

If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses – like the deductible, copayments, or coinsurance, or benefits not otherwise covered.





## MML/VAN BUREN PUBLIC SCHOOLS

Simply Blue PPO HSA<sup>SM</sup> ASC

**Note to ASC groups:** Before completing this template, please reference the disclaimer on the attached cover page.

Coverage for: Individual/Family | Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit [www.bcbsm.com](http://www.bcbsm.com) or call the number on the back of your BCBSM ID card. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call the number on the back of your BCBSM ID card to request a copy.

Important Questions	Answers		Why this Matters:
	In-Network	Out-of-Network	
What is the overall <u>deductible</u> ?	\$1,400 Individual/ \$2,800 Family	\$2,800 Individual/ \$5,600 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive care</u> services are covered before you meet your <u>deductible</u> .		This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <u>deductibles</u> for specific services?	No.		You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ? (May include a <u>coinsurance</u> maximum)	\$2,250 Individual/ \$4,500 Family	\$3,500 Individual/ \$7,000 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , the overall family <u>out-of-pocket limit</u> must be met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, any <u>pharmacy</u> penalty and health care this <u>plan</u> doesn't cover.		Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See <a href="http://www.bcbsm.com">www.bcbsm.com</a> or call the number on the back of your BCBSM ID card for a list of <u>network providers</u> .		This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.		You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	No Charge	20% <u>coinsurance</u>	None
	<u>Specialist</u> visit	No Charge	20% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No Charge; <u>deductible</u> does not apply	Not covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
<b>If you have a test</b>	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	20% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	No Charge	20% <u>coinsurance</u>	May require <u>preauthorization</u>
<b>If you need drugs to treat your illness or condition</b> More information about <b><u>prescription drug coverage</u></b> is available at <a href="http://www.bcbsm.com/druglists">www.bcbsm.com/druglists</a>	Generic or select prescribed over-the-counter drugs	Not covered	Not covered	None
	Preferred brand-name drugs	Not covered	Not covered	
	Nonpreferred brand-name drugs	Not covered	Not covered	
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	No Charge	20% <u>coinsurance</u>	None
	Physician/surgeon fees	No Charge	20% <u>coinsurance</u>	None
<b>If you need immediate medical attention</b>	<u>Emergency room care</u>	No Charge	No Charge	None
	<u>Emergency medical transportation</u>	No Charge	No Charge	Mileage limits apply
	<u>Urgent care</u>	No Charge	No Charge	None
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> is required

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Physician/surgeon fee	No Charge	20% <u>coinsurance</u>	None
<b>If you need behavioral health services (mental health and substance use disorder)</b>	Outpatient services	No Charge	No Charge for mental health; 20% <u>coinsurance</u> for substance use disorder	Outpatient services are covered at participating facility only. Your cost share may be different for services performed in an office setting.
	Inpatient services	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> is required.
<b>If you are pregnant</b>	Office visits	Prenatal: No Charge; <u>deductible</u> does not apply Postnatal: No Charge	Prenatal: 20% <u>coinsurance</u> Postnatal: 20% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services <u>cost share</u> may apply. <u>Cost sharing</u> does not apply for <u>preventive services</u> .
	Childbirth/delivery professional services	No Charge	20% <u>coinsurance</u>	None
	Childbirth/delivery facility services	No Charge	20% <u>coinsurance</u>	None
<b>If you need help recovering or have other special health needs</b>	<u>Home health care</u>	No Charge	No Charge	Physician certification required.
	<u>Rehabilitation services</u>	No Charge	20% <u>coinsurance</u>	Physical, Speech and Occupational Therapy is limited to a combined maximum of 60 visits per member, per calendar year.
	<u>Habilitation services</u>	No Charge for Applied Behavioral Analysis No Charge for Physical, Speech and Occupational Therapy	No Charge for Applied Behavioral Analysis 20% <u>coinsurance</u> for Physical, Speech and Occupational Therapy	Applied behavioral analysis (ABA) treatment for Autism - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to <u>preauthorization</u> .
	<u>Skilled nursing care</u>	No Charge	No Charge	<u>Preauthorization</u> is required. Limited to 90 days per member per calendar year
	<u>Durable medical equipment</u>	No Charge	No Charge	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
	<u>Hospice services</u>	No Charge	No Charge	Physician certification required. Visit limits apply.
<b>If your child needs dental or eye care</b>	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
For more information on pediatric vision or dental, contact your plan administrator	Children's dental check-up	Not covered	Not covered	None

## Excluded Services & Other Covered Services:

### Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture treatment
- Cosmetic surgery
- Dental care (Adult)
- Infertility treatment
- Long term care
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

### Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Chiropractic care
- Coverage provided outside the United States.  
See <http://provider.bcbs.com>
- Hearing aids
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor’s Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), or the Department of Health and Human Services, Center for Consumer Information and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov) or by calling the number on the back of your BCBSM ID card. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact Blue Cross® and Blue Shield® of Michigan by calling the number on the back of your BCBSM ID card.

Additionally, a consumer assistance program can help you file your appeal. Contact the Michigan Health Insurance Consumer Assistance Program (HICAP) Department of Insurance and Financial Services, P. O. Box 30220, Lansing, MI 48909-7720 or <http://www.michigan.gov/difs> or [difs-HICAP@michigan.gov](mailto:difs-HICAP@michigan.gov)

### **Does this plan provide Minimum Essential Coverage? Yes**

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

### **Does this plan meet Minimum Value Standards? Yes**

If your plan doesn’t meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace. (IMPORTANT: Blue Cross Blue Shield of Michigan is assuming that your coverage provides for all Essential Health Benefit (EHB) categories as defined by the State of Michigan. The minimum value of your plan may be affected if your plan does not cover certain EHB categories, such as prescription drugs, or if your plan provides coverage of specific EHB categories, for example prescription drugs, through another carrier.)

### **Language Access Services: See Addendum**

---

*To see examples of how this plan might cover costs for a sample medical situation, see the next section.*

---

## About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

### Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$1,400
■ <u>Specialist coinsurance</u>	0%
■ <u>Hospital (facility) coinsurance</u>	0%
■ Other <u>coinsurance</u>	0%

This **EXAMPLE** event includes services like:

Specialist office visits (*prenatal care*)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
Diagnostic tests (*ultrasounds and blood work*)  
Specialist visit (*anesthesia*)

<b>Total Example Cost</b>	<b>\$12,700</b>
---------------------------	-----------------

In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$1,400
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$70
<b>The total Peg would pay is</b>	<b>\$1,470</b>

### Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's</u> overall <u>deductible</u>	\$1,400
■ <u>Specialist coinsurance</u>	0%
■ <u>Hospital (facility) coinsurance</u>	0%
■ Other <u>coinsurance</u>	0%

This **EXAMPLE** event includes services like:

Primary care physician office visits (*including disease education*)  
Diagnostic tests (*blood work*)  
Prescription drugs  
Durable medical equipment (*glucose meter*)

<b>Total Example Cost</b>	<b>\$5,600</b>
---------------------------	----------------

In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$1,400
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$3,500
<b>The total Joe would pay is</b>	<b>\$4,900</b>

### Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's</u> overall <u>deductible</u>	\$1,400
■ <u>Specialist coinsurance</u>	0%
■ <u>Hospital (facility) coinsurance</u>	0%
■ Other <u>coinsurance</u>	0%

This **EXAMPLE** event includes services like:

Emergency room care (*including medical supplies*)  
Diagnostic tests (*x-ray*)  
Durable medical equipment (*crutches*)  
Rehabilitation services (*physical therapy*)

<b>Total Example Cost</b>	<b>\$2,800</b>
---------------------------	----------------

In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$1,400
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$10
<b>The total Mia would pay is</b>	<b>\$1,410</b>

If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses – like the deductible, copayments, or coinsurance, or benefits not otherwise covered.





## VAN BUREN PUBLIC SCHOOLS

Simply Blue PPO HSA<sup>SM</sup> ASC

**Note to ASC groups:** Before completing this template, please reference the disclaimer on the attached cover page.

Coverage for: Individual/Family | Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE:** Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit [www.bcbsm.com](http://www.bcbsm.com) or call the number on the back of your BCBSM ID card. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call the number on the back of your BCBSM ID card to request a copy.

Important Questions	Answers		Why this Matters:
	In-Network	Out-of-Network	
What is the overall <u>deductible</u> ?	\$2,500 Individual/ \$5,000 Family	\$5,000 Individual/ \$10,000 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive care</u> services are covered before you meet your <u>deductible</u> .		This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <u>deductibles</u> for specific services?	No.		You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ? (May include a <u>coinsurance</u> maximum)	\$4,000 Individual/ \$8,000 Family	\$8,000 Individual/ \$16,000 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , the overall family <u>out-of-pocket limit</u> must be met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, any <u>pharmacy</u> penalty and health care this <u>plan</u> doesn't cover.		Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See <a href="http://www.bcbsm.com">www.bcbsm.com</a> or call the number on the back of your BCBSM ID card for a list of <u>network providers</u> .		This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.		You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	No Charge	20% <u>coinsurance</u>	None
	<u>Specialist</u> visit	No Charge	20% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No Charge; <u>deductible</u> does not apply	Not covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
<b>If you have a test</b>	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	20% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	No Charge	20% <u>coinsurance</u>	May require <u>preauthorization</u>
<b>If you need drugs to treat your illness or condition</b> More information about <b><u>prescription drug coverage</u></b> is available at <a href="http://www.bcbsm.com/druglists">www.bcbsm.com/druglists</a>	Generic or select prescribed over-the-counter drugs	Not covered	Not covered	None
	Preferred brand-name drugs	Not covered	Not covered	
	Nonpreferred brand-name drugs	Not covered	Not covered	
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	No Charge	20% <u>coinsurance</u>	None
	Physician/surgeon fees	No Charge	20% <u>coinsurance</u>	None
<b>If you need immediate medical attention</b>	<u>Emergency room care</u>	No Charge	No Charge	None
	<u>Emergency medical transportation</u>	No Charge	No Charge	Mileage limits apply
	<u>Urgent care</u>	No Charge	No Charge	None
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> is required

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Physician/surgeon fee	No Charge	20% <u>coinsurance</u>	None
<b>If you need behavioral health services (mental health and substance use disorder)</b>	Outpatient services	No Charge	No Charge for mental health; 20% <u>coinsurance</u> for substance use disorder	Outpatient services are covered at participating facility only. Your cost share may be different for services performed in an office setting.
	Inpatient services	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> is required.
<b>If you are pregnant</b>	Office visits	Prenatal: No Charge; <u>deductible</u> does not apply Postnatal: No Charge	Prenatal: 20% <u>coinsurance</u> Postnatal: 20% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services <u>cost share</u> may apply. <u>Cost sharing</u> does not apply for <u>preventive services</u> .
	Childbirth/delivery professional services	No Charge	20% <u>coinsurance</u>	None
	Childbirth/delivery facility services	No Charge	20% <u>coinsurance</u>	None
<b>If you need help recovering or have other special health needs</b>	<u>Home health care</u>	No Charge	No Charge	Physician certification required.
	<u>Rehabilitation services</u>	No Charge	20% <u>coinsurance</u>	Physical, Speech and Occupational Therapy is limited to a combined maximum of 60 visits per member, per calendar year.
	<u>Habilitation services</u>	No Charge for Applied Behavioral Analysis No Charge for Physical, Speech and Occupational Therapy	No Charge for Applied Behavioral Analysis 20% <u>coinsurance</u> for Physical, Speech and Occupational Therapy	Applied behavioral analysis (ABA) treatment for Autism - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to <u>preauthorization</u> .
	<u>Skilled nursing care</u>	No Charge	No Charge	<u>Preauthorization</u> is required. Limited to 90 days per member per calendar year
	<u>Durable medical equipment</u>	No Charge	No Charge	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
	<u>Hospice services</u>	No Charge	No Charge	Physician certification required. Visit limits apply.
<b>If your child needs dental or eye care</b>	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
For more information on pediatric vision or dental, contact your plan administrator	Children's dental check-up	Not covered	Not covered	None

## Excluded Services & Other Covered Services:

### Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture treatment
- Cosmetic surgery
- Dental care (Adult)
- Infertility treatment
- Long term care
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

### Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Chiropractic care
- Coverage provided outside the United States. See <http://provider.bcbs.com>
- Hearing aids
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor’s Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), or the Department of Health and Human Services, Center for Consumer Information and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov) or by calling the number on the back of your BCBSM ID card. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact Blue Cross® and Blue Shield® of Michigan by calling the number on the back of your BCBSM ID card.

Additionally, a consumer assistance program can help you file your appeal. Contact the Michigan Health Insurance Consumer Assistance Program (HICAP) Department of Insurance and Financial Services, P. O. Box 30220, Lansing, MI 48909-7720 or <http://www.michigan.gov/difs> or [difs-HICAP@michigan.gov](mailto:difs-HICAP@michigan.gov)

### **Does this plan provide Minimum Essential Coverage? Yes**

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

### **Does this plan meet Minimum Value Standards? Yes**

If your plan doesn’t meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace. (IMPORTANT: Blue Cross Blue Shield of Michigan is assuming that your coverage provides for all Essential Health Benefit (EHB) categories as defined by the State of Michigan. The minimum value of your plan may be affected if your plan does not cover certain EHB categories, such as prescription drugs, or if your plan provides coverage of specific EHB categories, for example prescription drugs, through another carrier.)

### **Language Access Services: See Addendum**

---

*To see examples of how this plan might cover costs for a sample medical situation, see the next section.*

---

## About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

### Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$2,500
■ <u>Specialist coinsurance</u>	0%
■ <u>Hospital (facility) coinsurance</u>	0%
■ <u>Other coinsurance</u>	0%

This **EXAMPLE** event includes services like:

Specialist office visits (*prenatal care*)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
Diagnostic tests (*ultrasounds and blood work*)  
Specialist visit (*anesthesia*)

<b>Total Example Cost</b>	<b>\$12,700</b>
---------------------------	-----------------

In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$2,500
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$70
<b>The total Peg would pay is</b>	<b>\$2,570</b>

### Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's</u> overall <u>deductible</u>	\$2,500
■ <u>Specialist coinsurance</u>	0%
■ <u>Hospital (facility) coinsurance</u>	0%
■ <u>Other coinsurance</u>	0%

This **EXAMPLE** event includes services like:

Primary care physician office visits (*including disease education*)  
Diagnostic tests (*blood work*)  
Prescription drugs  
Durable medical equipment (*glucose meter*)

<b>Total Example Cost</b>	<b>\$5,600</b>
---------------------------	----------------

In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$1,700
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$3,500
<b>The total Joe would pay is</b>	<b>\$5,200</b>

### Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's</u> overall <u>deductible</u>	\$2,500
■ <u>Specialist coinsurance</u>	0%
■ <u>Hospital (facility) coinsurance</u>	0%
■ <u>Other coinsurance</u>	0%

This **EXAMPLE** event includes services like:

Emergency room care (*including medical supplies*)  
Diagnostic tests (*x-ray*)  
Durable medical equipment (*crutches*)  
Rehabilitation services (*physical therapy*)

<b>Total Example Cost</b>	<b>\$2,800</b>
---------------------------	----------------

In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$2,500
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$10
<b>The total Mia would pay is</b>	<b>\$2,510</b>

If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses – like the deductible, copayments, or coinsurance, or benefits not otherwise covered.

