

8/31/2000

4592

**MASTER AGREEMENT**

**between the**

**DE TOUR NON-INSTRUCTIONAL ASSOCIATION**

**and the**

**DE TOUR AREA SCHOOLS BOARD OF EDUCATION**

**September 1, 1997 to August 31, 2000**

*De Tour Area Schools*

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**Master Agreement Between  
the  
Board of Education and DeTour Non-Instructional Association**

This agreement entered into this first day of September 1997 by and between the Board of Education of DeTour area Schools, DeTour Village, Michigan, hereinafter called the "Board" and the DeTour Non-Instructional Association, an affiliate of the Michigan Education Association/National Education Association hereinafter called the "Association."

WITNESSETH

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as to the Representative of its employees with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize. In consideration of the following mutual covenants, it is hereby agreed as follows:

**RECOGNITION--ARTICLE I**

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 for all non-instructional employees in the Association, excluding the Secretary to the Superintendent, and the Supervisor of the plant and transportation.

## **EMPLOYEES RIGHTS--ARTICLE II**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every non-instructional employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise to any terms or conditions of employment.
- B. The Association and its members shall have the right to use the school building facilities for their meetings, outside of regular school hours, upon notification to the administration. Established media of communications shall be made available to the Association and its members. The PA system may be used for brief announcements of Association meetings after administration approval.
- C. No employee will be disciplined (including warnings, reprimands, suspensions, reduction in rank or occupational advantage, discharges, or other actions of a disciplinary nature) without just cause. An employee will be entitled to have present a representative of the union during any meeting which leads or may lead to disciplinary action. The representative shall be the same person throughout the process with the exception of the area union representative, who may become involved at any time. The specific grounds forming the basis for disciplinary action will be available to the employee in writing.
- D. An employee will have the right to review the contents of all records excluding initial references, of the district pertaining to said employee originating after initial employment and to have a representative of the Association accompany him/her in such review or party requesting review of employee shall have said employee's written permission. Other examination of an employee's files shall be limited to qualified supervisory personnel.
1. An employee may, upon request, review the contents of his personnel file. A representative of the Association may accompany the employee in this review. The employee may, within twenty (20) days following the review, submit a written statement to be attached to the material in question.
  2. No material will be placed in an employee's personnel file, originating after initial employment, unless a copy of the material has been given to the employee. Any complaint directed towards an employee shall be promptly called to the employee's

attention if considered serious by the Superintendent, if written into the employee's file, or is used for reprimanding an employee.

3. When material is to be placed in an employee's file, the affected employee shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
4. If a freedom of information act (FOIA) request is received for a member's personnel file or personnel file information, the member will be notified of the request when it is received by an administrator. If the member indicates that he/she will challenge whether the information is disclosable under the FOIA, the Board will take the maximum time permitted by the FOIA before it responds to the FOIA request.

E. Any case of assault upon an employee will be promptly reported to the employer. The employer will render all reasonable assistance to the employee.

### **MANAGEMENT RIGHT CLAUSE--ARTICLE III**

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United State, including, but without limiting the generality of the foregoing, the right:
1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
  2. to hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
  3. to establish procedures and schedules of work for all employment areas.
  4. to determine the duties, responsibilities and assignments of each employee, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement hereof are in conformance with the Constitution and laws of the United States.

## **DUTIES/WORK HOURS/OVERTIME--ARTICLE IV**

- A. The duties of all non-instructional employees will be as set forth in the individual job descriptions in effect.
- B. The normal work year, work week, and work day are established in Article XVIII, Schedule A-J.
- C. All employees will be entitled to a 15 minute break for every three (3) continuous hours of work.
- D. Any overtime hours will be attempted to be evenly divided among the employees in a classification.
- E. All hours in excess of forty (40) hours per week will be considered overtime hours for purposes of compensation. Time for paid leaves of any kind will be considered hours worked for the purpose of computing overtime hours.
- F. When work is available in the school district due to paid leave, unpaid leave of absence, special projects, and temporary vacancies (vacated, posted and until permanently filled), such vacancies must be offered to bargaining unit members before it is offered to persons outside the bargaining unit. When the district has at least 48 hours notice of such vacancy, such work shall be offered first to employees in the classification by seniority, in rotation, and secondly to other bargaining unit members.

## **LEAVES--ARTICLE V**

- A. Sick Leave--All employees absent from duty due to illness in the immediate family shall be allowed full pay for a total of thirteen (13) days per school year, with no maximum accumulation.
  - 1. Immediate family shall mean the employee and spouse, children, parents, mother-in-law and father-in-law.
  - 2. If any employee takes sick leave for over four (4) consecutive days the Board of Education reserves the right to ask for a medical certification of illness.
  - 3. Employees who work ten (10) months shall be allowed one (1) additional day of sick leave if needed, which shall not accumulate; employees who work twelve (12) months shall be allowed three (3) additional days of sick leave if needed, which shall not accumulate.
  - 4. The Employer will furnish each employee with a written statement at the beginning of each school year setting forth the sick leave credit.

5. Employees who have been on sick leave and under a doctor's care, shall provide the Employer with a doctor's written release or approval prior to returning to work.
  6. Should a member exhaust his/her accumulated leave allotment of sick and personal days, and following a five (5) work day waiting period, may utilize voluntary contribution of sick leave days from other bargaining unit members to a maximum of fifty (50) days per academic year. The Association shall be responsible for the solicitation of such donated sick leave days from the members and the proper completion of authorized sick leave deduction forms.
- B. Personal Leave. Upon prior request of at least twenty-four (24) hours and with the approval of the administration, based on the availability of substitutes, an employee may use up to four (4) personal days per year. Personal Leave days shall be deducted from sick leave allotment.
- C. Jury Duty. Any employee called for jury duty will notify his/her employer so that such duty can be deferred to another time. At such time jury duty occurs, the Employer will remunerate the employee the difference between the daily jury duty rate and the employee's wages.
- D. Association Leave. Upon written request of the Association President, the Board shall allow representative of the Association two (2) paid Association days per year. Three (3) additional Association Leave days may be taken, however, the Association shall reimburse the Board for the cost of sub replacement, if used.
- E. Bereavement Leave. In the event of the death of close relatives, employees may utilize up to three (3) days of accrued sick leave, with the approval of the Superintendent, provided they attend the funeral of the deceased. Close relatives are interpreted to mean, spouse, parent, parent of spouse, brother or sister, brother-in-law, sister-in-law, grandchild, grandparent, aunts or uncles of employee or his/her spouse.

## **UNPAID LEAVE--ARTICLE VI**

### **A. General Conditions**

1. Leaves of absence without pay or benefits of more than one (1) month and up to twelve (12) months duration may be granted upon written request from an employee without loss of accumulation of seniority. Such leaves shall include but not be limited to health reasons, child care, family emergencies, etc.
2. An employee returning from a leave of absence will be reinstated to the same or similar position as when the leave began. At least ten (10) working days prior to the date a leave is scheduled to expire, an employee will notify the employer of his/her intent to return to work.
3. Leaves of absence without pay for duration of less than one (1) month shall be with health benefits and seniority accrual.

## **WORKING CONDITIONS--ARTICLE VII**

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B. The Employer will provide adequate rest areas and restrooms for employees use.
- C. The Employer will support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. The Employer or its designated representatives will take reasonable steps or relieve the employee of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.
- D. An employee who is required to use his/her personal vehicle on approved school business will be reimbursed at the IRS allowance rate per mile.
- E. Any non-instructional employee who is required to attend a job oriented workshop or class not during the regular work day will be reimbursed at their hourly rate, not to exceed \$85.00 per day, plus travel expense.
- F. Snow day language--same at the teacher's contract. Calendar will be attached to this contract.
- G. In cases of contracting or sub-contracting affecting employees covered by this Agreement, the District will hold advance discussion with the Association prior to bidding the contract. The Association will be advised of the nature, scope and reason the District is contemplating contracting out the work.

## **SENIORITY--ARTICLE VIII**

- A. Seniority will be defined as the length of continuous service within the school district. Accumulation of seniority will begin on the employee's first working day. In the event that more than one individual has the same starting date of work, position on the seniority list will be determined by casting lots.
- B. Employees will accrue seniority on a pro-rata basis. Probationary employees will have no seniority until the completion of the probationary period at which time their seniority will revert to their first day of work.
- C. The employer will prepare and maintain the seniority list. The initial seniority list will be prepared within sixty (60) days after the effective date of this Agreement. A copy of the seniority list will be furnished to employees.
- D. All employees affected by this Agreement will receive seniority rights.



- E. Seniority will be lost by an employee upon termination, resignation, or retirement, or transfer to non-bargaining unit positions for more than six months.

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

- A. Layoff will be defined as a necessary reduction in the work force beyond normal attrition.
- B. No employee will be laid off pursuant to a necessary reduction in the work force unless said employee has been notified of said layoff (total or partial) at least thirty (30) days prior to the effective date of the layoff. Such notice shall also be sent to the Local President at the time it is sent to the employee.
- C. In the event of a necessary reduction in work force, the employer shall first layoff probationary employees, then the least senior employees. In no case shall a new employee be employed by the employer while there are laid off employees who are qualified for a vacant or newly-created position.
- D. In the event a reduction in the work force results in an elimination of a position or a reduction in hours in a department, the effected employee may claim seniority over another employee for the purpose of maintaining his/her position for which they are qualified, assuming he/she has greater departmental seniority than the employee he/she seeks to replace.

Employees who wish to exercise their seniority rights to bump shall exercise such rights within ten (10) working days in writing to the superintendent of schools. If the employee does not exercise their bumping rights, they will be laid off and recalled in accordance with the recall section of this agreement.

- E. A laid off employee shall upon application, and at least at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off employees may continue their health, dental and life insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the employer.
- F. Laid off employees will be recalled in reverse order of layoff to any position for which they are qualified. Any employee who has served more than sixty (60) working days in a classification shall be deemed qualified for any position in that classification.
- G. Notices of recall will be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays, and Sundays, to report to work. The employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An

employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.

H. An employee on layoff shall remain on the layoff list for up to two (2) years.

#### **COMPENSATION--ARTICLE X**

A. Salaries, schedules and conditions of employment are set forth in Schedules "A" through "J" which are incorporated into and made a part of the Agreement.

B. Period credit may be paid to those employees who are required to supervise a teacher's class when such supervision is outside the job description of said employee. Such supervision shall be only in cases of emergency.

1. Such supervision shall be at the request of an administrator.
2. Period credit will be paid for 30 or more minutes.
3. The employee may elect to work 30 or more minutes and not take period credit.
4. Beginning in 1988-89 period credit will not accumulate from year to year.
5. Period credit time taken shall be upon the approval of the Superintendent with requests submitted one (1) day in advance.
6. Period credit time off must be taken within one (1) week.

C. New hires in the district shall serve a ninety (90) day probationary period with an evaluation at the end of each 30 day period. Compensation shall be \$.50/per hour less than the regular rate of pay. Full pay may be granted at the end of any 30 day period.

D. A person transferring to another classification shall receive compensation at Step 1.

#### **JOB POSTINGS AND BIDDING PROCEDURES--ARTICLE XI**

A. A vacancy will be defined as a position that is not filled. All vacancies and newly created positions including additional hours within the bargaining unit shall be posted at least five (5) working days prior to filling the vacancies. The postings shall be located on bulletin boards in each building and shall set forth the minimum requirements for the position. Employees interested shall apply in writing within five (5) working days from the end of the posting period. Postings will contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Hours to be worked
5. Minimum requirements

All vacancies or newly created permanent positions within the bargaining unit shall be filled

first by bargaining unit members on the basis of qualifications, ability, and physical fitness for the work as determined by the Employer. Where these factors are relatively equal among applicants, seniority shall be the governing factor. The employee selected for the position shall be granted a four (4) week trial period to determine his/her ability to perform the job.

- B. The job shall be awarded or denied with seven (7) working days after the posting period. The Association President shall receive notification of all bargaining unit applicants for the position and the successful candidate. In the event the senior applicant is denied the job, reasons for denial shall be given, in writing, to the employee and the Association representative. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the president with a copy of each job posting at the same time the postings are posted on the bulletin boards.
- C. Vacancies shall be made on the following basis:
  - Step 1. First consideration shall be given to employees in the same classification series or in a directly related position who meet the minimum qualifications for the job under consideration. In the event there is more than one applicant, consideration shall be given the employee with the most seniority in the classification series or in the directly related position(s).
  - Step 2. In the event a vacancy is not filled under Step 1, consideration shall next be given to other employees in the bargaining unit who meet the minimum qualifications for the job under consideration. In the event there is more than one applicant for the vacancy, consideration shall be given the employee with the most seniority in the bargaining unit.
  - Step 3. If no interest is shown from within the bargaining unit during the interval posting period, or if applicants from within the bargaining unit do not meet the minimum qualifications for the job under consideration, the manner in which the job will be filled will be at the sole discretion of the Employer.
- D. During the trial period the employee shall have the opportunity to revert to the employee's former classification. If the Employer determines through evaluation that the employee is unsatisfactory in the new position, the employee will revert to the employee's former classification. In the event the employee disagrees it shall be a proper subject for the Grievance Procedure.
- E. During the trial period, employees will receive the pay rate of the job they are performing.

## **GRIEVANCE PROCEDURE--ARTICLE XIII**

- A. A claim by an employee that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereunder provided.
- B. The grievance procedure shall not apply to any matter which is prescribed by law or State regulations, or over which the Board is powerless to act.
- C. In the event that an employee believes there is a basis for a grievance he/she shall within ten (10) days discuss the alleged grievance with the Superintendent, at which time he may be accompanied by his Association Representative.
- D. If as a result of the informal discussion with the Superintendent, a grievance still exists, the employee may invoke the formal grievance procedure on the proper form. A copy of the grievance form shall be delivered to the Superintendent.
- E. Within five (5) calendar days of receipt of the grievance, the Superintendent shall meet with the employee in an effort to resolve the grievance. The Superintendent shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the employee.
- F. If the employee is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) calendar days of such meeting, or ten (10) calendar days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the President of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, shall meet with the employee on the grievance, review such grievance, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than five (5) calendar days thereafter. A copy of such disposition shall be furnished to the employee.
- G. If the grievance is not settled through mediation services, or if such services are not requested by either party, either party may, within ten (10) work days, give written notice of intention to go to arbitration to the other party, and must file for arbitration with the American Arbitration Association within thirty (30) work days after the Review Conference, with a copy of filing notice sent to the other party. If no such notice is given within the ten (10) work day period, and arbitration is not filed with the American Arbitration Association with the thirty (30) work day period, the grievance shall be deemed settled and not subject to arbitration.

The Association shall initiate the process of arbitration. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association, except each party shall have the right to peremptorily strike not more than three from the list of arbitrators. The Association shall strike the first name; the Employer shall

then strike one name. This process shall be repeated three times.

The jurisdictional authority of the arbitrator is defined and limited to the determination of any grievance which involves a controversy concerning compliance with any provision of this Agreement and is submitted to the arbitrator consistent with the provisions of this Agreement.

In making his/her decision, the arbitrator cannot modify, detract from, or alter the provisions of the contract, and shall be bound by the principles of law relating to the interpretation of contracts followed by the Michigan Courts.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision with thirty (30) days after the conclusion of testimony and argument.

- H. The fees and expenses of the arbitrator shall be shared equally by both parties.
- I. The term "days" when used in this contract shall mean work days. Time limits in the grievance procedure shall be strictly observed but may be extended by mutual written agreement.
- J. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- K. The grievance form shall be an appendix to this Agreement.

#### **HOLIDAY/VACATION TIME--ARTICLE XIV**

##### **HOLIDAYS**

- A. The following holidays shall be designated as holidays: Labor Day, Thanksgiving Day and the Friday after, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day and Independence Day. Employees shall not work on designated holidays and be compensated for Christmas Day and New Year's Day.
- B. Employees, other than employees on layoff or on any long-term leave of absence, shall receive holiday pay at their normal hourly rate for the number of hours they are regularly scheduled to work.
- C. If holidays fall on a weekend the employee shall observe the holiday on the same day as other governmental employees so long as it does not conflict with the holding of classes.

##### **VACATION**

- A. For this contract, paid vacation time shall be allowed to "school year" or ten (10) month

employees according to the following schedule:

More than one (1) year and less than three (3) years of service:	ONE (1) DAY
More than three (3) years and less than six (6) years of service:	TWO (2) DAYS
More than six (6) years and less than ten (10) years of service:	THREE (3) DAYS
More than ten (10) years and less than fifteen (15) years of service:	FOUR (4) DAYS
Over fifteen (15) years of service:	FIVE (5) DAYS

B. For this contract, paid vacation time shall be allowed to twelve (12) month employees according to the following schedule:

More than one (1) year and less than three (3) years of service:	ONE (1) WEEK
More than three (3) years and less than ten (10) years of service:	TWO (2) WEEKS
More than ten (10) years and less than fifteen (15) years of service:	THREE (3) WEEKS
Fifteen (15) or more years of service:	FOUR (4) WEEKS

C. Vacation pay shall be for the same number of hours per day as the employee's regular daily work hours.

D. Full-time employees are defined as those employees who work a full work day during the school year.

E. Vacation days shall be upon the approval of the Superintendent with all such requests to be submitted in writing at least four (4) days in advance. If the request is not approved the employee shall receive a written copy of the reason(s) for disapproval.

F. If vacation days are not taken, they may be applied to sick leave.

#### **ASSOCIATION, DUES, SERVICE FEES AND PAYROLL DEDUCTIONS--ARTICLE XIV**

A. Each employee, on or before thirty (30) days from the date of commencement of duties of the effective date of this Agreement, whichever is later will have the choice to join the Association or pay a Service Fee to the Association equivalent to the amount of fees uniformly required of members of the Association, including local, state and national dues. The employee may authorize payroll deduction for such fee. Payroll deductions will be made in equal amounts, as nearly as may be, from the paychecks of each employee and paid to the Association.

- B. Any employee who is a member of the Association or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. When authorized by the employee, the employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year.
- C. Upon written authorization from the employee, the employer will deduct from the salary of that employee up to two (2) special deductibles beyond required deductions.
- D. The Association agrees to indemnify, protect and save harmless the Board from any and all claims, demands, suits or other forms of liability, or any and all costs or fees related thereto, by reason of action taken by the Board for the purpose of complying with the provisions of this Article.

**RETIREMENT--ARTICLE XV**

- A. An employee will be allowed to continue his/her employment, assuming satisfactory performance, until retirement age as prescribed by the then existing law.

**SICK LEAVE HOURS--ARTICLE XVI**

Upon termination of employment, after ten (10) years in the district, an employee shall receive for each accumulated sick day, severance pay based on the following schedule:

- A. For the first 50 days                      \$10.00 per day
- B. For 51 through 99 days                \$15.00 per day
- C. For 100 days and over                 \$20.00 per day

**INSURANCE--ARTICLE XVII**

- A. The Employer will provide without cost to the employee, health insurance coverage--MEBS High - Option LA - including Medical and Laboratory Rider; no deductible; \$5.00 prescription card; medical and emergency, 100% for the twelve (12) month period, for each employee, and his/her entire family and any other eligible dependents, as provided in H.
- B. In the event an employee is laid off, or resigns, insurance shall be continued until the end of the month in which such occurrence takes place. An employee hired after the first required work day of the school year will be entitled to the previously mentioned benefits, upon satisfactory completion of a probationary period.
- C. The Employer will make payment of insurance premiums for all continuing employees to provide insurance coverage for the full twelve-month period. The open enrollment period shall be jointly established by the Employer and the Insurance Carrier and provide reasonable

opportunity for each employee to take advantage of insurance benefits. The Employer will be responsible for providing insurance information including application and claim materials.

- D. Those employees who choose not to take Group Hospitalization will receive \$150/month in benefit dollars.

The Employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

- E. The Employer will provide the SET 50/50 Incentive dental program to its employees.
- F. Upon retirement an employee may continue to carry insurance at the group rate in accordance with the COBRA Law.
- G. An employee working three (3) hours or more per day shall be entitled to \$10,000 life insurance policy with an Accidental Death and Dismemberment rider.
- H. Bargaining unit members who were employed by the district prior to July 1, 1988, shall receive health and life insurance benefits specified in the Agreement regardless of hours worked.

Bargaining unit members hired after July 1, 1988 and prior to September 1, 1994 working three (3) or more hours per day shall be eligible for full insurance benefits. Such employee working less than three (3) hours per day shall not be eligible to receive benefits.

Bargaining unit members who were hired after September 1, 1994 and working full-time, consisting of at least six (6) hours per day, shall be eligible for full insurance benefits. If such employees work at least three (3) hours per day but less than six (6) hours per day, they shall receive benefit on a prorated basis. Such employee working less than three (3) hour per day shall not be eligible to receive benefits.

## **SALARY SCHEDULE--ARTICLE XVIII**

- A. The Salary Step or wage rate in effect during the 1997-98, 1998-99 and 1999-2000 school years shall be stated below. This calculation shall determine a wage rate which will be utilized to determine bi-weekly pay amounts.

### **SCHEDULE A--BUS DRIVERS**

#### **A. Regular Routes**

- 1. All bus routes will be timed in a fair and equitable manner for a complete round trip in order to establish daily time allowances for each driver. Employee will be notified in



writing of the timing within five (5) working days. Route will be timed if requested by either party prior to October 15th of each year. Timing shall be done for all requested routes, including the school car and busette. Timing will be done according to the speed limit as specified by State law.

2. In addition to the daily time allowance for regular morning and afternoon trips, an additional thirty (30) minutes per day shall be allowed for normal maintenance checks, fueling, warmup and cleaning the bus. A driver making more than two (2) trips per day will be allowed five (5) minutes warmup time for the noon run.
3. If a bus breaks down, the regular driving salary shall be paid during this time.
4. Drivers will be paid for the actual time driven plus their warm-up time and waiting time. The time will be rounded up to the nearest fifteen (15) minutes each day.
5. Drivers of noon Kindergarten routes shall be paid at their regular hourly rate for the established time allowance.

#### **B. Special Trips**

1. Bus drivers shall be paid their regular rate for actual travel time and waiting time pursuant to Section 3(f).
2. On overnight trips, the driver shall be compensated at their regular rate for actual travel time and for waiting time pursuant to Section 3(f), however, not to exceed eight (8) hours per day.
3. All qualified bargaining unit members gaining seniority as bus drivers shall be allowed to sign up for special trips. The special trips will be covered in the following manner.
  - a. A meeting will be scheduled between the parties to be conducted within seven (7) days of the beginning of the school year, for the purpose of signing up for fall athletic trips. A similar meeting will be scheduled for winter athletic trips.
  - b. Drivers who sign up will be numbered according to seniority.
  - c. Extra trips will be numbered consecutively as they are received in the director's office. Drivers will be given twenty-four (24) hours notice whenever possible.
  - d. Special trips will be assigned on a rotational basis beginning with the driver with the most classification seniority. Failure to accept an assignment on rotation will count as the same as accepting the trip.
  - e. Drivers on "Special Trips" where meal stops are necessary will be reimbursed for the meal at the teacher's rate.

- f. "Waiting time" for the purpose of this Agreement, shall be that period of time which elapses between the arrival at the destination on a "special trip" and the time of departure home.
- g. Waiting time shall be paid at the minimum state hourly wage for special trips and for drivers who cross the St. Mary's River to perform substitute driving duties.

**C. General**

- 1. Drivers shall be responsible for reporting the need for repairs on their buses, but shall not be responsible for having the repairs made, other than delivering their buses to the repair shop.
- 2. Complaints made against drivers shall be promptly called to their attention.
- 3. Drivers shall be reimbursed for the cost of their driver's license.
- 4. Mileage rate for personal car shall be at the IRS rate.
- 5. Any employee that plugs the bus in during the winter months on a daily basis if the bus is housed at their home, shall receive \$25 to be paid in the last check each year.
- 6. In the event that bus routes are changed at the beginning of the school year, and the time difference is thirty (30) minutes or more, bumping will be allowed.

Drivers shall be paid at the following hourly rates for the daily time allowances as specified herein:

Years of Service	1997-98	1998-99	1999-2000
1	11.21	11.55	11.90
2	11.61	11.96	12.32
3	12.08	12.44	12.81
4	12.63	13.01	13.40
5	13.13	13.52	13.93

**SCHEDULE B--SECRETARY TO THE ELEMENTARY PRINCIPAL**

- A. Secretary to the Elementary Principal (DeTour Secretary) shall work for ten (10) months, beginning approximately two (2) weeks before school starts and ending two (2) weeks after the end of the school year.
- B. The work day for the Secretary to the Elementary Principal shall be established by the Board and shall include at least thirty (30) minutes unpaid lunch period.

- C. Duties of the Secretary to the Elementary Principal shall be determined by the Superintendent.
- D. On days when Secretary to the Elementary Principal is on sick leave or personal leave, or on vacation, a substitute may be provided.
- E. The hourly rate for the Secretary to the Elementary Principal will be as follows:

1997-98	10.06
1998-99	10.36
1999-2000	10.67

**SCHEDULE C--SECRETARY TO THE HIGH SCHOOL PRINCIPAL**

- A. The contract shall be for ten (10) months, beginning approximately two (2) weeks before school starts and ending two (2) weeks after the end of the school year, with exact dates dependent upon the school calendar.
- B. The working hours for this position shall be established by the Board and shall include at least a thirty (30) minute unpaid lunch period.
- C. Duties shall include all reasonable duties associated with the office of the high school principal, athletic director, and counselor, in addition to various accounting functions, including the food service fund. All reports associated therewith and such other duties which may be assigned by the high school principal or superintendent.
- D. Days worked during summer vacation periods in addition to regular contract will be paid at the same rate as the regular salary for the previous year.
- E. The Secretary to the High School Principal shall be paid at the rate of:

1997-98	11.60
1998-99	11.95
1999-2000	12.31

**SCHEDULE D--TEACHER AIDES**

- A. Teacher Aides shall work the school calendar.
- B. The working hours for Teacher Aides shall be established by the Board and shall include at least a thirty (30) minute unpaid lunch period.
- C. The assignment and duties of Teacher Aides shall be determined by the Principal.
- D. Teacher Aides shall be paid at the rate of:

1997-98	11.74
1998-99	12.09
1999-2000	12.45

**SCHEDULE E--FOOD SERVICE**

- A. The hours and days worked by Food Service employees shall be established by the Board.
- B. Food Service employees shall be paid at the rate of:

	1997-98	1998-99	1999-2000
DeTour Head Cook	9.48	9.76	10.05
DeTour Asst Cook	8.18	8.43	8.68
Drummond Cook	9.20	9.48	9.76

**SCHEDULE F--CUSTODIANS (FULL YEAR)**

- A. The contract year for custodians will be for twelve (12) months, beginning September 1, and ending on August 31st.
- B. The regular working week shall consist of forty (40) hours for full-time custodians, and under normal circumstances shall be from Monday through Friday, eight (8) hours per day.
- C. Daily working hours for each custodian shall be determined by the employer.
- D. Custodians will be paid at the rate of:

	1997-98	1998-99	1999-2000
0 years experience	11.02	11.35	11.69
1 years experience	11.56	11.91	12.27
2 years experience	11.91	12.27	12.64

**SCHEDULE G--LIBRARIAN**

- A. The Librarian shall be considered a twelve (12) month employee.
- B. The working hours and day shall be established by the Board and shall include at least a thirty (30) minute unpaid lunch period.
- C. The Librarian shall work eighteen (18) hours per week during the summer vacation period.
- D. Duties of the Librarian shall consist of:
1. The Librarian shall be assigned duties consistent with need, school board policy and public library law.

2. Public library duties each Wednesday night during the year for two (2) hours.

E. The Librarian shall be paid at the rate of:

1997-98	9.48
1998-99	9.76
1999-2000	10.05

#### **SCHEDULE H--GENERAL AIDE**

A. The working hours and day for the General Aide shall be established by the Board and shall include at least thirty (30) minutes unpaid lunch period.

B. The duties of the General Aide shall be determined by the administration.

C. The General Aide shall be paid at the following rate:

1997-98	9.50
1998-99	9.79
1999-2000	10.08

#### **SCHEDULE I--SCHOOL YEAR CUSTODIAN**

A. The hours and days worked by Custodians shall be established by the Board.

B. Daily working hours for each Custodian shall be determined by the Board.

C. Custodians shall be paid at the following rate:

	1997-98	1998-88	1999-2000
0 years experience	11.02	11.35	11.69
1 years experience	11.56	11.91	12.27
2 years experience	11.91	12.27	12.64

#### **SCHEDULE J--CENTRAL OFFICE SECRETARY**

A. Central Office Secretary shall be a twelve (12) month position. Contract year beginning September 1 and ending August 31.

B. The working hours shall be established by the Board and shall include at least a thirty (30) minute unpaid lunch period.

C. Duties of the Central Office Secretary shall be determined by the Superintendent.

D. On days when Central Office Secretary is absent, a substitute may be provided.

E. The hourly rate for the Central Office Secretary will be at the following rate:

1997-98	10.76
1998-99	11.08
1999-2000	11.41

**MISCELLANEOUS PROVISIONS--ARTICLE XIX**

- A. The Board will print and make available to the Association ten (10) copies of the Master Agreement and individual copies for each non-instructional employee no later than sixty (6) days after ratification by both parties. Each new non-instructional employee shall be provided a copy of the Agreement.
- B. Duration of the Agreement shall be for a three (3) year period, beginning on September 1, 1997 and terminating August 31, 2000.
- C. This agreement constitutes the sole and entire existing agreement between the parties and it supersedes all prior practices and restrictions.

Signed:

FOR THE ASSOCIATION:

Sherry Postula  
President

Martha King  
Secretary

FOR THE BOARD OF EDUCATION:

Cynthia Bender  
President

Ellen E. Seena  
Secretary

**DeTour Area Schools**

**Letter of Agreement**

It is agreed between the Non-Instructional Association and the Board of Education of the DeTour Area Schools that a stipend for District-wide technological support be paid to Carole Hiney in the amount of 180.96 per week for 52 weeks from September 1, 1997, through August 28, 1998.

For the Association

Sherry Postula

For the Board of Education

J. Amstutzburg

10/20/97  
Date

**DETOUR AREA SCHOOLS  
1997-98 CALENDAR**

August	28	Teacher Workday (No Classes)
September	1	Labor Day
	2	Student's First Day - Half Day
	3	Student's First Full Day
October	10	Fall In-Service - No Classes
	31	End of First Nine Weeks
November	6	Parent-Teacher Conference Dismissed at 11:56 a.m.
	26	School Dismissed at 11:56 a.m.
	27 - 28	Thanksgiving Break - No School
December	22 - Jan 4	Christmas Break - No School
January	5	School Resumes
	21, 22, 23	Exams, School Dismissed 11:56 a.m.
	23	End of First Semester
March	27	End of Third Nine Weeks
April	6-13	Spring Break - No School
	14	School Resumes
May	25	Memorial Day - No School
June	4, 5, 8	Exams - School dismissed 11:56 a.m.
	9	Teacher Work Day (No Classes)

180 Days of Instruction  
183 Days for Teachers

Session Time 8:24 - 3:08



**DETOUR AREA SCHOOLS  
1998-99 CALENDAR**

September	3	Teacher Workday (No Classes)
	7	Labor Day
	8	Student's First Day - Half Day
	9	Student's First Full Day
October	9	Fall In-Service - No Classes
November	6	End of First Nine Weeks
	12	Parent-Teacher Conference Dismissed at 11:56 a.m.
	25	School Dismissed at 11:56 a.m.
	26 - 27	Thanksgiving Break - No School
December	24 - Jan 3	Christmas Break - No School
January	4	School Resumes
	20, 21, 22	Exams, School Dismissed 11:56 a.m.
	22	End of First Semester
February	19	Winter InService - No Classes
March	26	End of Third Nine Weeks
	29-April 5	Spring Break - No School
April	6	School Resumes
May	31	Memorial Day - No School
June	8, 9, 10	Exams - School dismissed 11:56 a.m.
	11	Teacher Work Day (No Classes)

180 Days of Instruction  
184 Days for Teachers

Session Time: 8:24 - 3:08

**DETOUR AREA SCHOOLS  
1999-2000 CALENDAR**

September	2	Teacher Workday (No Classes)
	6	Labor Day
	7	Student's First Day - Half Day
	8	Student's First Full Day
October	8	Fall In-Service - No Classes
November	5	End of First Nine Weeks
	11	Parent-Teacher Conference Dismissed at 11:56 a.m.
	15	Deer Season - No School
	24	School Dismissed at 11:56 a.m.
	25 - 26	Thanksgiving Break - No School
December	24 - Jan 2	Christmas Break - No School
January	3	School Resumes
	19, 20, 21	Exams, School Dismissed 11:56 a.m.
	21	End of First Semester
February	18	Winter InService - No Classes
March	24	End of Third Nine Weeks
	27-31	Spring Break - No School
April	3	School Resumes
May	29	Memorial Day - No School
June	6, 7, 8	Exams - School dismissed 11:56 a.m.
	9	Teacher Work Day (No Classes)

One additional InService Day will be scheduled during the school year.

180 Days of Instruction  
185 Days for Teachers

Session Time: 8:24 -3:22

STEP II

- A. Date received by the Superintendent \_\_\_\_\_  
B. Disposition by the Superintendent \_\_\_\_\_  
\_\_\_\_\_

- |   |           |       |
|---|-----------|-------|
|   | Signature | Date  |
| C. Date received by grievant and/or Association | _____     | _____ |
| D. Position of grievant and/or Association      | _____     | _____ |

STEP III

- |  |           |       |
|--|-----------|-------|
|  | Signature | Date  |
| A. Date received by the Board of Education | _____     | _____ |
| B. Disposition by the Board of Education   | _____     | _____ |

- Date received by grievant and/or Association \_\_\_\_\_  
Position of grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_

Signature Board of Education      Date

STEP IV

- A. Date submitted to arbitration \_\_\_\_\_  
B. Disposition and award of arbitrator \_\_\_\_\_  
\_\_\_\_\_

Signature of Arbitrator      Date of Decision

GRIEVANCE REPORT FORM

GRIEVANCE # \_\_\_\_\_

Name of Grievant \_\_\_\_\_ Department \_\_\_\_\_ Building \_\_\_\_\_ Date Filed \_\_\_\_\_

STEP I  
PREPARATION FOR SUBMISSION OF WRITTEN GRIEVANCE

A. Has this grievance been discussed orally with the appropriate administrator?

Yes \_\_\_\_\_ No \_\_\_\_\_

B. 1. Date cause of grievance occurred \_\_\_\_\_  
2. Discovery date of grievance \_\_\_\_\_

C. 1. Statement of grievance(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Section of express term(s) of the Agreement allegedly violated  
\_\_\_\_\_  
\_\_\_\_\_

3. Remedy sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Date presented to the principal/department head \_\_\_\_\_

Disposition by principal/department head \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of principal/department head - Date \_\_\_\_\_

E. Date received by grievant and/or Association \_\_\_\_\_

Position of grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

(If additional space is needed in reporting C1 & 2 of Step 1 attach an addition sheet)