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**MASTER AGREEMENT**  
 between the  
**BOARD OF EDUCATION OF DURAND AREA SCHOOLS**  
 and the  
**MICHIGAN EDUCATION ASSOCIATION/NEA and its affiliate,**  
**THE DURAND EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

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Durand Area Schools

**MASTER AGREEMENT**  
between the  
**BOARD OF EDUCATION OF THE DURAND AREA SCHOOLS**  
and the  
**MICHIGAN EDUCATION ASSOCIATION/NEA**  
**AND ITS AFFILIATE**  
**DURAND EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

This Agreement entered into between the Durand Area Schools (hereinafter referred to as the "EMPLOYER"), and MICHIGAN EDUCATION ASSOCIATION/NEA and it's affiliate, DURAND EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, (hereinafter referred to as the "ASSOCIATION".)

**PREAMBLE**

Purpose and Intent

The general purpose of the 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 employee 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, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

## ARTICLE 1

### Recognition

A. 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 certified and 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, all custodial/maintenance, food service and transportation employees. Excluded from the unit are sub-drivers, substitutes, temporary employees, supervisors, and all other employees of the Durand Area School District. For the purpose of the Agreement, references to males shall include females.

B. The term "full-time employee" shall mean an employee that is regularly scheduled to work eight (8) hours per day, five (5) days per week, for fifty-two (52) weeks per year.

The term "part-time employee" shall mean an employee that is regularly scheduled to work less hours per year than regularly scheduled "full-time employees".

## ARTICLE 2

### Management Rights

It is expressly agreed that all rights which ordinarily vest in, and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. manage and control the schools' business, the equipment, the operation, and to direct the working forces and affairs of the Employer.
2. assign and direct the work of all of its personnel; determine the hours of work and starting times and scheduling of all the foregoing; establish, modify or change any work or business hours or days and to establish the times and conditions of employment of its work force.
3. direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees within their respective classifications, determine the size of the work force, sub-contract and to lay off employees.
4. determine the type of services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation thereof or changes therein, and the institution of new and/or improved methods or changes therein.

5. adopt rules and regulations which shall be subject to the grievance procedure, when such rules and regulations directly affect bargaining unit members, at the time of the establishment of such rules and regulations.

After the adoption of the rules and regulations there will be ten (10) work days as a grace period in which special conferences may be held. The time line for the grievance procedure will not begin until the expiration of the ten (10) day grace period.

6. determine the qualifications of employees, including physical qualifications and conditions.
7. determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments divisions, or subdivisions, buildings or other facilities.
8. determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. determine the size of the management organization, its functions, authority, amount of supervision and organization structure.
11. determine the policy affecting the selection, testing or training of new employees, providing that such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in the 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 and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

### ARTICLE 3

#### Association Security

A. Each bargaining unit member shall, as a condition of employment: shall on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later: (1) join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such dues and fees. In the event that the bargaining unit member shall not pay such dues or service fees directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. The Employer shall deduct one-ninth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for nine (9) months, beginning in September and ending in May of each year. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

B. 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, MESSA programs not fully Employer-paid, credit union, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer.



C. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

**D. Save Harmless**

The Union agrees to indemnify and save the Employer, his agents and each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may rise out of, or by reason of, action taken by the Employer for the purpose of complying with this Agreement.



## ARTICLE 4

### Association Representation

A. The employees covered by this Agreement shall be represented by three (3) stewards, or other designated officials of the Association. The Association shall have the exclusive right to appoint said stewards, or other designated officials.

B. The Employer will be notified of the names of the aforementioned stewards and alternate stewards who will serve only in the absence of the regular stewards.

C. The stewards and Association President may investigate and present grievances to the Employer during working hours without loss of time or pay, provided they notify their immediate supervisor prior to leaving their work location and upon return. It is further agreed that the immediate supervisor may deny release time when the absence of the Association President or steward would disrupt the work operation, or when leaving the work operation would require the assignment of a substitute. In such cases, the steward or Association President will be allowed to leave their work location at the first available opportunity within twenty-four (24) hours from the first request. Should the Association abuse this section, the Employer reserves the right to limit release time to one (1) paid work hour per grievance.

## ARTICLE 5

### Suspension and Discharge

A. No seniority employee may be suspended or discharged without just cause and due process.

B. The Employer agrees to provide written notification to the Association President at the time any seniority employee is to be suspended or discharged.

C. The suspended or discharged seniority employee will be allowed to discuss his/her suspension or discharge with the Association President and the Employer will make available an area where he/she may do so, before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the suspension or discharge with the employee and the Association President.

D. Should the seniority employee involved and the Association President consider the suspension or discharge to be improper, a grievance shall be submitted to Step 4 of the grievance procedure, within five (5) days of the suspension or discharge.

E. In imposing any suspension or discharge on a current charge, the Employer will not take into account any prior minor infractions, (e.g., tardiness, absenteeism, etc.), which occurred more than two (2) years previously.

F. It is the policy of the Durand Area Schools to provide an educational, employment and business environment free of unwelcome sexual advances, requests and sexual favors, and other verbal or physical conduct or communications constituting sexual harassment, as defined and otherwise prohibited by state and federal statutes.

All complaints, the investigation and potential disciplinary consequences will be conducted in a manner which is consistent with Board Policy and the provisions of this Agreement.

**ARTICLE 6**  
**Grievance Procedure**

A. A grievance shall be defined as a claim by an employee that there has been a violation, misinterpretation, or misapplication of the express terms and conditions of this Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of, or failure to re-employ, any probationary employees.
2. Any matter for which there is recourse through other forums established by statute, (e.g., EEO, PERA).

B. The term "days" as used herein shall mean employee work days. For the purpose of this Article, a holiday shall not be considered an employee work day.

C. Procedure

Step 1. A grievant alleging a violation of the express terms of this Agreement shall, within three (3) days of its alleged occurrence, discuss the matter, either personally and/or through his/her steward, with an administrator designated by the Superintendent of Schools, in an attempt to resolve the grievance. An oral decision by the administrator must be given within two (2) days.

Step 2. If the matter is not resolved, the steward shall, within one (1) day after the informal decision is rendered by the administrator, submit the grievance in written form to an administrator designated by the Superintendent. The administrator shall answer the steward's grievance in writing within two (2) days thereafter.

Step 3 If the administrator's answer is not satisfactory, the Association Representative shall, within five (5) days of the date of the administrator's written answer, appeal the grievance, in writing, to the Superintendent. A meeting between the Association President/or designee and the Superintendent, or his/her designated agent, will be held to discuss the grievance within seven (7) days of the date of the appeal.

The Association President/or designee may meet with the grievant, or other essential witnesses, at a place designated by the Employer, on the Employer's property, for a period of one-half (1/2) hour immediately preceding the meeting with the Superintendent, or his/her designated agent.

The Superintendent, or his/her designated agent, shall render a decision, in writing, within three (3) days following the next regular board meeting following the meeting with the Association President/or designee, transmitting a copy of same to the Association President, the aggrieved employee, and filing a permanent copy in the records of his/her office.

**Step 4.** If satisfactory settlement is not obtained at Step 3, the aggrieved employee and the Association President/or designee shall, within five (5) days thereafter, notify the Superintendent, or his/her designated agent, that the matter is to be submitted to conference. At the time of notification, the Superintendent, or his/her designated agent, and an authorized representative of the Union shall agree upon the time and place for holding the aforesaid conference, which shall be scheduled within ten (10) days from notice. A conference shall consist of not more than three (3) representatives of the Union's choosing and not more than three (3) representatives of the Employer. The subject matter of the conference shall be limited to the written grievance under consideration and the object of the conference shall be an orderly resolution of the grievance. Any agreement reached in this conference shall be put in writing by the Employer and sent out to all participants.

**Step 5** In the event that the parties are unable to settle the grievance through the procedures outlined in Steps 1 through 4 above, the Association shall, within twenty (20) days of the date of the conference in Step 4 above, refer the matter for determination by an impartial arbitrator, by filing a Demand for Arbitration with the American Arbitration Association.

The arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The fees and approved expenses of the arbitrator will be paid by the Association and the Employer equally. The Association and the Employer shall pay their own costs of representation, witnesses, transcripts, etc. The arbitrator shall have no

power to add to, or subtract from, or modify any of the terms of this Agreement; nor shall he/she substitute their discretion for that of the Employer or the Association, nor shall he/she exercise any responsibility or function of the Employer or the Association, such as matters including the tenets of the school code and the obligation of public monies controlled by the Employer.

Unless the arbitrator has engaged in misconduct or exceeded the scope of his/her jurisdiction and authority as established by this Agreement, the arbitrator's determination shall be final and binding upon the Employer, the Association, and the employees involved.

D. Failure to institute a grievance or appeal a decision at any level within the time limits set forth herein shall be deemed acceptance of the last decision rendered by the Employer and all further processing of the grievance shall be barred.

Should an employee be satisfied with the decision at any level or leave the employ of the Board while the grievance remains unsettled, all further proceedings thereon shall be barred, except a grievance which would result in payment of compensation to an employee, regardless of the status of his/her employment at the date of the final decision. Further, claims for back wages by an employee covered by this Agreement, or by the Association, against the school district shall not be valid for a period of more than thirty (30) calendar days prior to the date the grievance was first filed in writing.



ARTICLE 7  
No Strike Clause

In keeping with the high standards of the relationship which has existed in the past without interruption of the school program, the Employer and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage, or support any strike against the Employer by any employee or groups of employees.

ARTICLE 8  
Seniority Defined

A. Seniority, applied on a classification basis, shall be defined as an employee's length of continuous employment with the Employer, computed from his/her "last-date" of hire within a classification as a regular full-time or regular part-time employee, since which he/she has not quit, been discharged, or otherwise lost their seniority. No time shall be deducted from an employee's seniority due to absences occasioned by authorized paid leaves of absence, vacations, sick or accident leaves, periods when school is not in session or other periods of absence for which the employee received compensation.

Classification for purposes of this Article will be defined as custodial, maintenance, food service and transportation. The seniority of employees who change classifications will be frozen in his/her prior classification.

B. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

Following the completion of their probationary period, employees shall be placed on the classification seniority list. The seniority list on the date of this Agreement will show the last date of hire as a "regular full-time" or "regular part-time" employee, name and classification of all employees of the unit entitled to seniority.

The Employer shall provide the Association President with four (4) up-to-date seniority lists at the beginning of each school year and during the year whenever there is a change in said list.

C. Loss of Seniority

By way of illustration, and not by way of limitation, employees shall lose their seniority when:

1. The quit;
2. They are discharged and the discharge is not reversed;
3. They fail to return to work when recalled from layoff pursuant to those conditions set forth in the layoff and recall provisions of this agreement;
4. Where bargaining unit members have demonstrated repeated failure to comply with the terms and conditions established by this Agreement for the usage of sick leave and requirements for returning to work;
5. Where bargaining unit members have demonstrated repeated failure to comply with the terms, conditions and requirements established for an authorized leave of absence;
6. They are laid off for a period in excess of two (2) calendar years.

## ARTICLE 9

### Probationary Employees

A. There shall be no seniority among probationary employees. New employees shall be considered probationary employees for the first sixty (60) days worked following their regular full-time or regular part-time employment in the bargaining unit.

B. A probationary employee hired to work in the same position he/she filled as a temporary employee, immediately prior and continuous with his/her appointment as a probationary employee, shall have his/her probationary period reduced by the length of such temporary employment in that position, not to exceed twenty (20) work days, provided there is a satisfactory evaluation.

**ARTICLE 10**  
**Working Hours**

**A. It is expressly understood that the Employer reserves the right to establish shifts and working hours after consultation with the Association President.**

**Changes or anticipated changes in established shifts and working hours shall be a proper subject for a special conference upon request of the Employer or the Association. The Association and any affected employee(s) shall be given at least three (3) working days advance notice of any change or anticipated changes in established shifts and working hours. Such changes shall be a proper subject for a special conference upon request of the Employer or Association..**

**B. All employees are expected to be at their regularly assigned building at their scheduled starting time.**

**C. The regular full work day shall consist of eight (8) hours per day.**

**D. Full-time employees may take one (1) fifteen (15) minute coffee break in the first half and the second half of their regular shifts. Where practicable, coffee breaks will be scheduled midway in each half shift. All fifteen (15) minute rest breaks will be taken at the work site.**

**E. No bargaining unit employee shall change the established work hours without requesting permission of the Superintendent of Schools or his/her designee. The request to change or deviate from the established work hours must be submitted, in writing, to the Superintendent, or designee, not less than three (3) work days prior to the requested change or deviation.**

## ARTICLE 11

### Job Vacancies

A. Vacancies in permanent jobs within the bargaining unit shall be posted and filled on the basis of seniority and qualifications. Job vacancies shall be posted for a period of five (5) work days on the Association bulletin board in each building. Job vacancies shall remain posted until 3:00 p.m. of the last day of posting.

Vacancies shall be filled by the most senior applicant from within the affected classification, provided the employee fully meets the requisite skills as established for the specific vacancy.

In the event there is no employee application from within the affected classification, then the vacancy shall be filled by the most senior applicant from other classifications, provided the most senior applicant fully meets the qualifications as established for the specific vacancy.

Employees wishing to be notified of any vacancies during the summer recess shall submit a letter of interest, by June 1, each year. This letter shall state the classification of vacancy the employee is interested in.

The Employer agrees to send a vacancy posting during the summer recess to employees that submitted a letter of interest. This vacancy posting will be sent to the home address which the employee has on file with the district's personnel office.

B. Job vacancy postings shall set forth the requirements for the position. Job awards shall be made and posted not more than seven (7) work days after the five (5) day period. Job awards within the classification shall be made on the basis of seniority and qualifications. The most senior applicant that meets all of the posted requirements shall be granted a twenty (20) work day trial period to demonstrate his/her ability to perform the job. If during the trial period it is determined that the applicant is not qualified or is unsatisfactory in the new position, he/she shall be returned to their former position. Written notice and reasons for the return of the employee to their former position shall be submitted to the Association by the Employer with a copy provided to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

C. During the twenty (20) work day trial period, the employee shall receive the rate of pay for the job he/she is performing and shall have the opportunity to return to his/her former position if he/she so desires.

D. A vacancy created through transfer of an employee in compliance with the above provisions shall be deemed temporary in nature and shall be filled at the discretion of the Employer. After the transferred employee has completed the trial period, the vacancy created by the move shall become subject to the posting procedure herein described.

E. Temporary vacancies shall not be subject to the posting requirements as herein set forth and shall be filled at the discretion of the Employer. By way of illustration, temporary vacancies referred to in this paragraph are vacancies created through illness, leave of absence, vacation, etc.

When a temporary vacancy is filled for a period of 25 days or longer by a substitute, the Association President will be notified in writing of the name of the person employed in the temporary vacancy.

F. In the event a job becomes vacant and the employer chooses not to post and fill the job vacancy, the Association President will be notified in writing.



## ARTICLE 12

### Transfers

A. If an employee is transferred to a position not included in the unit and is thereafter transferred again to a position within the unit, he/she shall accumulate seniority for up to one (1) year in his/her former classification while working in the position to which he/she was transferred. Employees transferred and reinstated under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

B. Seniority employees required to work for a period of sixty (60) consecutive minutes or more in a classification carrying a rate of pay higher than that rate prescribed for their regularly assigned classification shall be paid according to such higher rate for actual hours worked that day in the higher classification, including the first sixty (60) minutes. If an employee works less than sixty (60) consecutive minutes in a classification carrying a higher rate of pay, he/she shall not be entitled to any compensation at the higher rate. Employees in a "probationary" status in their regularly assigned classification who are assigned to a higher classification shall be compensated in the same manner as seniority employees with the exception that such probationary employees shall be compensated at the "Probationary" rate prescribed for the higher classification. To be eligible for the "regular" rate of pay an employee must have completed the probationary period and attained seniority status in his or her regularly assigned classification.

C. To the extent it is reasonable and practical to do so and provided the seniority employee is qualified in all respects to perform the work required, the most senior employee in the classification from which the Employer elects to make a temporary out-of-classification assignment and who is also assigned to the building wherein the work is to be performed or from which the assignment originates, will be assigned the out-of-classification work.

## ARTICLE 13

### Layoff and Recall

It is hereby specifically recognized and agreed that it is within the sole discretion of the Employer to eliminate positions and/or reduce the work force. In order to promote the orderly layoff and recall of personnel, the following procedures will be followed:

#### A. Layoff Procedure

1. Except as otherwise provided, in each classification wherein the Employer has decided to eliminate a position and/or reduce the staff, probationary employees shall be laid off first.
2. If further reduction of personnel is necessary, part-time seniority employees within the affected classification shall be laid off in inverse order of seniority, i.e., those with the least seniority are to be laid off first.
3. If further reduction of personnel is still necessary, then full-time seniority employees within the affected classification shall be laid off in inverse order of seniority, i.e., those with the least seniority are to be laid off first.
4. The aforementioned order of layoff is expressly and specifically conditioned upon the more senior part-time or full-time employee being qualified in all respects to perform the duties of the less senior or lower rated employee being laid off. In situations where the senior employee lacks the qualifications and/or ability to fill the available position and replace the probationary or less senior part-time or full-time employee, the more senior employee shall be laid off and the less senior part-time or full-time employee or probationary employee continued in employment.

5. Employees laid off pursuant to these provisions shall have the right to displace employees in other classifications provided:
  - a. They may only displace the least senior employee in another classification;
  - b. They may only displace an employee in an equal or lower rated classification;
  - c. They may only displace an employee in a position which requires an equal or lower number of hours to be worked on an annualized basis;
  - d. They must possess the necessary qualifications and ability to perform the work of the employee they are displacing;
  - e. They must possess seniority in that classification (see Article 8).
6. Employees to be laid off for an indefinite period of time will be provided at least thirty (30) calendar days notice of layoff. The local Association Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices of layoff are issued to the employees.
7. A period of layoff shall terminate an employee's entitlement to wages, insurance and other benefits under the terms of this Agreement.

**B. Recall Procedure**

1. Recall of employees will be in the inverse order of layoff as above prescribed, i.e., laid off full-time employees with the greatest seniority shall be the first to be recalled within their respective classifications, followed by the next most senior full-time employee, etc. In situations where a senior employee lacks the qualifications and ability to fill the available position, he/she shall be by-passed and a lower seniority employee with the requisite qualifications and ability shall be offered the position.
2. No new employee shall be hired for a bargaining unit position while employees are on layoff unless there are no laid off employees with the necessary qualifications and ability to perform the duties of the position which is vacant. If all laid off employees within the affected classification have been recalled to duty via the provisions of Paragraph B.1., above, then that employee with the most unit-wide seniority and the requisite degree of ability and qualifications shall be selected for the position.
3. Notice of recall shall be sent to the employee at their last known address by registered or certified mail, return receipt requested. The employee shall notify the Employer of his/her intent to return on the date specified in the notice within seventy-two (72) hours of receiving the same. If an employee fails to report for work within the fifteen (15) days of the date of mailing of notice of recall, or within ten (10) days after receipt, or fails to notify the Employer of his/her intent to return within seventy-two (72) hours of receipt of the notice, he shall be considered a quit.

## ARTICLE 14

### Work Performed by Supervisors and Temporary Employees

A. Supervisory employees shall not perform work on any job covered by this Agreement except in the following types of situations:

1. In emergency situations when regular employees are not immediately available;
2. In instruction and training of employees;
3. Until such time as an additional employee can justifiably be hired in any job classification on the basis of local work requirements, or when regular employees are unavailable, a supervisor may assist up to fifty per cent (50%) of his/her time in tasks requiring lifting by two (2) individuals or the additional hand necessary in performing a task.

*immediately?*  
"Regular employees are not available" shall be defined to mean when other qualified employees are not available to perform the work without disrupting other necessary work.

B. For the purpose of this Agreement, all persons employed to meet seasonal needs, persons employed to fill employment demands of a particular temporary situation, or persons acting as substitutes due to the illness or other temporary absence from the job on the part of a regular employee, are defined as temporary employees. In no case will the period of employment of these temporary employees exceed ninety (90) consecutive days nor will the number employed exceed the immediate demands of a definitive need, except upon mutual agreement between the Employer and the Union. *Intermittent*

## ARTICLE 15

### Leaves of Absence

A. The Family Medical and Leave Act of 1993 (FMLA) provides that an eligible employee is entitled to twelve (12) weeks of leave in a twelve (12) month period. In general, the Act provides for certain leaves for illness and disability of the employee and certain members of the immediate family, child care and adoption.

The Act and the rules established by the federal government provide certain rights and opportunities to the Employer in fulfilling it's obligations under the law. Such rights are reserved to the Employer, provided however, that in the exercise of such rights, the Employer will not adversely affect the rights of employees under this Agreement.

#### B. Sick Leave

1. All full-time employees within the bargaining unit shall accumulate one (1) sick leave day per month not to exceed twelve (12) days per year, accumulative to a maximum of one hundred and fifteen (115) days. All part-time employees within the bargaining unit shall accumulate one (1) sick leave day per month not to exceed ten (10) days per year, accumulative to a maximum of seventy (70) days.
2. An employee on paid sick leave shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. Payment of wages during a sick leave day shall be based on the employee's regular hourly wage and regularly scheduled working hours.
3. The Employer reserves the right to demand a doctor's certificate when an employee is absent due to illness.

4. The employee shall give the Employer as much advance notice as possible, but not less than one (1) hours notice by telephone when he is unable to perform his work because of illness. Notification shall be given by the employee or a member of the employee's immediate family, whenever possible. Emergency situations which prevent the employee from providing adequate notice shall be exempted, in which case the employee shall call in as soon as physically possible. The telephone number will be posted on employee bulletin boards for reference and use by the employee in calling the Employer in event of illness.
5. All employees eligible for sick leave may use two (2) sick leave days per year for serious illness in the employee's immediate family - defined as mother, father, wife or husband, son or daughter only. Additional days may be allowed by consent of both parties.

#### C. Personal Leave

Each employee covered by this Agreement shall be granted up to three (3) personal leave days per year, non-accumulative, with pay for the purpose of conducting business affairs which cannot normally be conducted at times other than during working hours. Each employee may also use one (1) additional personal leave day for the above stated purpose; however, this one day shall be without pay. Paid personal leave days will be charged against sick leave days.

Requests for personal business leave shall be submitted, in writing to the Superintendent, or his/her designee, not less than three (3) days prior to the date the employee desires to commence such leave. A personal business day will be allowed with less than three (3) days notice in case of emergency.



**D. Funeral Leave**

1. <sup>Five</sup> Five (5) paid funeral leave days, not to be deducted from sick leave, shall be permitted for death(s) in the immediate family. Immediate family is defined as follows: mother, father, brother, sister, wife or husband, son or daughter, and step children. Three (3) days allowed for mother-in-law, father-in-law, son-in-law, and daughter-in-law.
2. <sup>Two</sup> Two (2) paid funeral leave days, not to be deducted from sick leave, shall be permitted for death(s) of brother-in-law, sister-in-law, grandchildren, grandparents and grandparents of the spouse.
3. Up to one (1) funeral leave day, with pay and not to be deducted from sick leave, shall be permitted for serving as a pallbearer, during the employee's regular shift, for a deceased employee.
4. The Association President, or his/her representative, shall be allowed up to one (1) paid funeral leave day, not to be deducted from sick leave, to attend the funeral of a deceased bargaining unit member.

**E. Jury Duty.** An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

**F. Leave for Association Business or Political Office.**

1. Employees elected to local Association positions or public office shall, upon written request, receive a temporary leave of absence without pay or fringe benefits for a period not to exceed one (1) year, renewable at the discretion of the Board. Upon expiration of the leave, employees shall be re-employed with accumulated seniority, provided they still meet all employment requirements.

2. No more than two (2) members of the Association selected to attend a state or national convention and conferences shall be allowed time off. Leave to attend such conventions and conferences shall be without pay or fringe benefits. Employees accumulate a maximum of two (2) days per year cumulative to a maximum of four (4) days to attend such conventions. Employees shall give the Employer not less than one (1) month's written notice prior to the expected date of leave as a precondition which must be met to establish entitlement for the leave.
3. At the beginning of the school year, the Employer shall provide the Association with a total of two (2) days, with pay, to be used by the Association officer(s) or representatives of the Association. Such use will be at the discretion of the Association. The Association will notify the Superintendent, or his/her designee, no less than three (3) days in advance of taking such leave.

**G. Other Leaves**

A leave of absence, without pay or other benefits, (exceptions noted), and for reasonable periods not to exceed six (6) months, shall be granted for:

1. Illness leave (physical or mental). Illness leaves required by the Employer shall entitle the employee to continuance of the Employer's contribution towards health insurance coverage for a period not to exceed six (6) months; provided, the employee continues his/her required contribution toward the purchase of the aforementioned insurance coverage.
2. Prolonged illness in immediate family.

3. Situations related to child care leave. Subject to carrier approval the employee may, while on leave, continue in the group health insurance plan. Premiums shall be paid by the employee directly to the Employer and must be up-to-date at all times.

H. Return from leave of absence.

An employee returning from a leave of absence will be placed in his/her classification he/she held at the time the leave of absence was granted, with the same hours and shift unless circumstances have so changed to make it impossible in which case, he/she will be placed in a classification he/she is entitled to by seniority.

**ARTICLE 16**

**Association Bulletin Boards**

**A. The Employer will provide bulletin boards in each building which may be used by the Association for posting notices of the following types:**

- 1. Notices of recreational and social events;**
- 2. Notices of elections;**
- 3. Notices of results of elections;**
- 4. Notices of meetings.**
- 5. Minutes of meetings.**
- 6. Association news.**

**B. A copy of notices will be forwarded to the Employer for approval prior to posting.**

**ARTICLE 17**

**Holidays**

**A. Holidays for employees that work twelve (12) months per year are designated as follows:**

<b>Day before New Year's Day</b>	<b>Thanksgiving Day</b>
<b>New Year's Day</b>	<b>Friday after Thanksgiving</b>
<b>Memorial Day</b>	<b>Day before Christmas</b>
<b>Fourth of July</b>	<b>Christmas Day</b>
<b>Labor Day</b>	<b>Good Friday</b>

B. Holidays for employees that work ten (10) months per year are designated as follows:

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Good Friday	Christmas Day
Labor Day*	

\* When school for students begins before Labor Day

C. All holidays shall be with pay. To be eligible for holiday pay the employee must have worked the last scheduled work day prior to the holiday and the first scheduled work day following the holiday. Illness on either the last scheduled work day prior to the holiday or the first scheduled work day following the holiday shall not abrogate an employee's entitlement to holiday pay; provided, however, that such employee who is absent on either or both such days presents the Employer, immediately upon his/her return to duty, with a doctor's certificate verifying such illness for the period in question.

D. For employees who work Monday through Friday, should a holiday fall on Saturday, Friday shall be considered as the holiday and should a holiday fall on Sunday, Monday shall be considered as the holiday.

E. Should a holiday fall on a scheduled school day, the employee shall work and another day shall be scheduled as a day off.

F. Holiday pay shall be based on the regular number of hours the employee works per day and his regular rate of pay.

G. By way of illustration and not by way of limitation, employees shall not receive holiday pay for holidays which occur during a period in which such employee is on layoff, on unpaid leave of absence, etc.

## ARTICLE 18

### Vacations

A. Employees that work twelve (12) months per year shall be granted paid vacation according to the following schedule:

1. Employees employed for not less than one (1) year shall be granted five (5) work days vacation.
2. Employees employed for not less than two (2) years shall be granted ten (10) work days vacation.
3. Employees employed for not less than five (5) years shall be granted twelve (12) work days vacation.
4. Employees employed for not less than seven (7) years shall be granted thirteen (13) work days vacation.
5. Employees employed for not less than ten (10) years shall be granted fifteen (15) work days vacation. In addition, one-half (1/2) work day of vacation shall be allowed for each year over ten years of service to a maximum of twenty (20) work days vacation after twenty (20) years of employment.

B. In the event of termination of employment, the accrued vacation earned by the employee will be prorated on a twelve (12) month basis.

C. All vacation time shall be taken between June 10 and August 20, unless the employee has been granted permission by the Superintendent to take vacation at another time during the year. Vacation requests shall be subject to administrative approval and, in order to receive consideration, must be submitted not less than two (2) weeks in advance of its desired commencement date.

D. The number of vacations taken on the same day or days shall be determined administratively in accordance with the needs of the system and seniority.

E. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks providing such scheduling does not interfere with the operation of the schools, as administratively determined.

F. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day.

G. A vacation may not be waived by an employee and extra pay received for work during that period. Unused vacation days shall not accumulate from year to year.

H. Vacation pay shall be based on the regular number of hours the employee works per day and his regular rate of pay.



## ARTICLE 19

### Insurance and Retirement

#### A. Insurance

1. The Employer agrees to pay, on behalf of each employee hired as of 9/1/92, that needs Health Insurance, and is regularly scheduled to work five (5) hours or more in a day, the entire premium cost of MESSA PAK (Plan A) for a full twelve (12) month period for the employee and his/her entire family and any other eligible dependants as defined by MESSA, MESSA PAK (Plan A) shall include Super Care 1; LTD (120 day, 60% of salary, \$2,000 Max.), Delta Dental (75-75-50); \$1,000 Max., \$20,000 Term Life with AD&D, Vision (VSP2).

Eligible employees not requiring health insurance or those not working the required number of hours, shall select MESSA-PAK (Plan B) which includes the LTD plan as provided in "Plan A"; Delta Dental (75-75-50), \$1,000 Max.; Vision (VSP3; \$30,000. Term Life Insurance with AD&D.

2. All new employees hired on or after 9/1/92 (to this unit) or employees hired prior to 9/1/92 who were not then enrolled in Plan A, must be employed for seven (7) or more hours per day to receive full payment toward MESSA Plan A. These employees may elect "Plan A" but will pay a pro-rated portion of the premium cost of the "Plan A" if scheduled for less than seven (7) hours. By way of illustration and not by way of limitation, if the employee works five (5) hours a day, the Employer shall pay 2/3 of

the premium cost. For an employee who works four (4) hours a day, the Employer shall pay 1/2 the premium cost, and for the employee who works three (3) hours a day, the Employer shall pay 1/3 of the premium cost.

3. For any eligible employee full or part-time, who elects Plan B as described above, the Employer shall pay 100 per cent (100%) of the premium cost.
4. In order for the employee to establish entitlement to the hospitalization as set forth above, each employee must present, to the Employer, assurance that he/she is not covered by other equivalent or better hospitalization insurance protection, provided through a spouse or other employer. There shall be no double coverage of hospitalization insurance.

Equivalency shall be determined by comparing the benefits associated with the health insurance plan without consideration for the deductibles, co-pays, or employee contributions toward premiums.

5. Employees hired prior to 9/1/92 who were eligible as of 9/1/92 but were not electing Plan A, who lose their health insurance coverage through their spouse because of death, divorce, layoff, etc., shall have the right to elect "Plan A" insurance coverage as provided above in Section 1.
6. Employees hired after June 30, 1994, must be regularly scheduled to work at least twenty (20) hours per week to be eligible for benefits.

**B. Retirement**

1. The Employer agrees to pay the employee's contribution to the Michigan Public School Employee's Retirement System as their base retirement. The Employer will not be required to make a contribution to the employee's supplemental plan (M.I.P.).
2. The Employer agrees to compensate employees covered by this Agreement, that are retiring under the provisions of the Michigan Public School Employee's Retirement System with a minimum of ten (10) years service to the Durand Area Schools, for seventy-five per cent (75%) of their then accumulated sick leave.

This section will not apply to employees hired after June 30, 1994.

**ARTICLE 20**  
**Longevity Schedule**

**A. Employees of the bargaining unit shall be entitled to longevity pay in accordance with the following schedule:**

- 1. For three (3) through six (6) years of service an additional twenty-four cents (24¢) per hour;**
- 2. For seven (7) through nine (9) years of service an additional twenty-six cents (26¢) per hour;**
- 3. For ten (10) through fourteen (14) years of service, an additional twenty-nine cents (29¢) per hour;**
- 4. For fifteen (15) years or more of service, an additional thirty-one cents (31¢) per hour.**

**B. Longevity pay for employees will be based on all the hours which an employee was paid during the year and will be paid in separate check, if possible with the computer.**

**C. Except as herein provided, longevity increases shall be distributed in the first pay period in December or upon an employee's termination of employment. The Employer may refuse to pay longevity when an employee's work performance has been unsatisfactory, when the employee has been discharged, with just cause, or when the employee has terminated his employment without giving the Employer two (2) weeks advance written notice thereof.**

**D. Employees who are eligible for longevity payment and who terminate employment will be paid a pro-rated amount. In case of death, payment will be made to the employee's beneficiary, or in the event there is no beneficiary, the payment will be made to the estate.**

E. In the event an employee feels the Employer's refusal to pay longevity is not in keeping with the above provisions, such employee may file a grievance within five (5) work days of notice of the Employer's refusal at Step 4 of the grievance procedure.

F. For purposes of longevity November 30 of each year determines the number of years of service.

G. Employees hired after June 30, 1994, must have at least fourteen (14) years of service to qualify for longevity.

## ARTICLE 21

### Transportation Provisions

#### A. Extra Trips

1. The Employer shall establish the duties, responsibilities and working hours of bus drivers assigned to extra trips. In the assignment of employees during stand-by hours, the Employer agrees to give due regard to the safety of employees. During the assignment of regular bus drivers to extra trips, the Employer does agree to compensate regular bus drivers assigned to drive extra trips at those rates as hereinafter provided. The employment of permanent extra trip/sub drivers shall be at the discretion of the Employer. The provisions as herein provided shall in no way be construed as limiting the Employer's unilateral right to establish the compensation and benefit levels of permanent extra trip bus drivers, or the Employer's right to employ same outside the terms of this labor agreement.
2. Should a bus driver be called to work, he/she will receive a minimum of one and one-half (1-1/2) hours pay for being called in. Exception: in-town shuttle, and all kindergarten runs, - minimum of one (1) hour time.
3. An employee may not disrupt a regularly assigned run in order to take an extra trip nor will an extra trip be offered to a regular driver if it involves overtime unless the trip involves comparable overtime regardless of whether a regular or extra trip driver is assigned. In this instance, the trip will be offered based on the order of rotation as determined according to Section 5(b) below.

4. Extra trips will be distributed in accordance with the following:
  - a. Extra trips will be assigned on a rotating basis to regular and extra trip drivers who have signed the extra trip list on or before the date annually established for the bidding on bus routes. The starting order of rotation for extra trips will be determined by the date of hire.
  - b. When an extra trip is offered to a regular or extra trip driver, it is her/his responsibility to accept the trip or to personally secure another driver who is on the extra trip rotation list to take the trip. A driver who volunteers to take a trip for another driver will maintain their place in the rotation.
  - c. In the event that a driver does not accept an extra trip and fails to secure a replacement, he/she will automatically be removed from the extra trip list for the remainder of the current academic year.
  - d. Rotation will continue whether the assigned driver actually drove the trip, secured another driver for the trip, or the trip is cancelled.
  - e. On extra trips that require the driver to stay overnight, the Employer agrees to secure the location of and payment for the actual cost of lodging.
  - f. Extra trips will be posted one (1) week in advance whenever possible.



5. Drivers on extra-curricular trips whose duration and time of day be such that he or she is unable to be at place of residence during normal meal hours, shall be reimbursed a maximum of \$2.50 for breakfast, \$3.50 for lunch, dinner will be \$4.50. Such reimbursement shall not exceed three (3) meals per day. A receipt must be presented to establish reimbursement for the meal allowance. Management reserves the right to determine whether or not an employee is eligible for reimbursement under the provisions of this Article.

B. Drivers shall be paid at their regular rate when required by the administration to participate in the preparation of the annual route forms and route descriptions required by the Employer. the amount of time needed and the place of preparation shall be determined and authorized by the administration. To claim reimbursement under the provisions of this Article, drivers must have received written authorization prior to the performance of such work. The annual route forms and route descriptions shall be legible before entitlement to pay.

C. When regular bus drivers are absent from work for a full day, a substitute driver will be used to cover the run all day. Regular drivers will be called on a rotation basis starting with the senior driver who is available at the needed time, whenever practicable.

D. Noon runs will be posted as separate runs. Noon runs will be filled on a seniority basis from drivers who have a morning and afternoon run. In the event the noon runs are not filled, the Employer shall assign on an inverse seniority basis. In cases of a tie in seniority, job awards will be made by lottery.

E. Regular runs will be posted in the month of August each year and will be filled on a seniority basis. Employees shall be notified in writing of the posting date at least three(3) weeks prior to the date the bidding of the runs occurs.

F. Bus drivers covered by this Agreement who also have been employed by the Employer for over six (6) months, will obtain an annual physical examination to determine his or her continued employability as a bus driver (See Act No. 117, P.A. 1957, SM-2935 2/74). The Employer's liability shall not exceed those costs which must be incurred to determine the employee's immediate employability or non-employability. The Employer reserves the right to name the physician and place of such physical examination provided, however, that the employee may elect to have a physical examination performed by their regular physician. In such instances, the Employer will reimburse the employee for the cost of the examination up to a maximum of Forty-five Dollars (\$45.00), upon presentation of a receipt.

G. The Employer will pay for licenses and endorsements required as a condition of employment.

## ARTICLE 22

### Acts of God

A. Those employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs or health conditions as defined by the city, county or state health authorities, will not be paid for such days. Such employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular daily rate of pay. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days.

B. In the event an employee receives unemployment compensation benefits (which as used herein also includes 'underemployment benefits') during the school year (associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee shall have his/her pay adjusted, such that his/her unemployment compensation plus the wages paid to the employee for the year will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons. This provision shall be subject to the following conditions:

- (a) The total of unemployment compensation plus wages earned by employment in the district shall not be below that which the employee would have received had there not been any instructional days cancelled for such reasons.
- (b) The total of unemployment compensation plus wages earned through employment in the district shall not be less than the employee's regular wages from the same or similar period during the preceding school year.

C. In the event the Employer determines to cancel or delay bus runs in the morning, a primary driver or a secondary driver designated by the Association will be contacted by phone, by the Employer, no later than 6:00 a.m. The Employer will first make a diligent effort to contact the primary driver. If there is no response, then the secondary driver will be contacted. The designated driver(s) will then notify the remaining drivers of the delay of bus runs. If the Employer fails to give the required notice, drivers will be paid for any runs delayed. Payment for delayed runs will be at the "stand-by" rate.

D. Twelve (12) month employees shall suffer no loss of pay on "Acts of God" days if they are not required to report to work by the Employer. The employer reserves the right to direct the twelve (12) month employee to report to work on an "Act of God" day. An employee who fails to report to work after being directed to report by the employer, shall forfeit any pay for the "Act of God" day.

There shall be no "compensating" time off for working on an "Act of God" day, as the intent is to make sure that the twelve (12) month employee does not lose work days because of "Acts of God".

If the legislature removes the requirement of making up "Act of God" days, Article 22 will revert to 1985/86 contract language.

## ARTICLE 23

### Overtime

A. As a result of being assigned by a supervisor, any employee reporting for duty shall be paid at the rate of time and one-half for actual overtime hours worked beyond forty (40) hours in one (1) week or eight (8) hours in one (1) day.

B. Employees called in for overtime as a result of an unscheduled emergency situation arising after the employee has left the Employer's premises and when the employee is not on duty, shall be paid not less than two (2) hours at the rate of time and one-half. By way of illustration and not by way of limitation, this provision shall not require the Employer to pay the employee a minimum of two (2) hours overtime pay on scheduled weekend overtime, etc.

C. Overtime hours for custodians and extra hours for food service personnel, will be divided as equally as practicable among employees of the same classification within the same building. Should a building require over time custodial services or extra hours in food service and employees of that particular building are unable to fill the service needs, a qualified custodian or food service employee from the seniority list shall be called and he/she may serve, provided it does not conflict with his/her regular work schedule. An up-to-date list showing overtime hours and extra hours will be posted monthly in a prominent place in each building.

D. For the purpose of this Article, time not worked because an employee was unavailable, or did not choose to work, will result in the employee being charged the average number of overtime hours of the employees working during that call-out period, (two(2) hour minimum).

E. Kitchen personnel will be guaranteed a minimum of 172 days of work. In addition to the above days, the Employer will schedule food service employees for additional work days that will permit the kitchens to open for the school year, and to be closed at the end of the school year. In addition, the Employer acknowledges that additional days of work may be periodically scheduled during the course of the school year in order to maintain and clean kitchens.

## ARTICLE 24

### Miscellaneous Provisions

A. 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. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each party to this Agreement 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 subjects or matters 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.

B. This Agreement constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of this Agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Employer and the Association. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for life of this Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the Association and the Employer. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Employer shall deal with all matters not expressly covered by this contract through the exercise of its management rights without prior negotiations during the life of this Agreement, unless required by statute.



C. If any provisions of this Agreement or any application of this Agreement to any employee shall be found contrary to law, then such conflicting provision or application shall be deemed null and void. All other provisions or applications shall continue in full force and effect.

D. Pursuant to the provisions of P.A. 379, it is agreed that neither party shall have any control over the selection of the negotiation or grievance representatives of the other party and each party may select its representatives from within or outside the school district.

E. In the event of an overpayment of wages or other benefits under this agreement, the employee will repay the amount of the overpayment. Absent such payment, the Employer may payroll deduct such amounts as a condition of this contract under the authority set forth in MCLA 408.477 or collect through other means. The employee may work out a repayment schedule with the Business Office.

In the event of an underpayment in wages or other benefits under this agreement, the district will make the necessary adjustments within thirty (30) calendar days.

F. The Employer will provide the Association President with a copy of all written policies, rules and regulations and directives issued to bargaining unit members.

G. **Smoke Free Environment.** All school district-owned buildings, vehicles and property will be smoke-free environments

**ARTICLE 25**

**Special Conferences**

**Representatives of the Employer and the Association shall meet upon the request of either party, but not more than once a month, to evaluate the application and effectiveness of this Agreement.**

**Matters not covered by this Agreement but of common concern to the parties, including but not limited to safety concerns, shall be appropriate topics for consideration.**

**These meetings are not intended to bypass the grievance procedure. If possible, each party should notify the other, preferably prior to the meeting, the issue(s) that are to be discussed.**

## ARTICLE 26

### Uniforms and Equipment

A. Employees covered by this Agreement, as designated below, shall wear uniforms which will be provided by the Employer. The design, color, and style of all uniforms will be determined by the Employer.

B. Mechanics will be provided a uniform consisting of a shirt and slacks. A uniform set will be provided for each work day. The cleaning and maintenance of the uniform will be the responsibility of the Employer. One insulated carhart coveralls or carhart coat will be provided, with cleaning responsibility resting with the employee.

C. Maintenance, Laborer, and Custodial: New employees will receive three (3) sets of uniforms during their first year of employment. Thereafter, the Employer will provide to each employee, one (1) uniform set per year consisting of a shirt and slacks. After the first year, one badly worn uniform may be turned in and will be replaced per year.

The maintenance person and laborers will be provided a total of two insulated carhart coveralls or carhart coat, with the cleaning responsibility resting with the employee.

D. All tools needed to perform the duties of a bus mechanic will be provided by the Employer. The Employer will make the final determination of the type and need for tools after input has been received from the person in the "Bus Mechanic" position.

## ARTICLE 27

### Labor Pool

The Employer will establish a labor pool made up of part time employees for work outside of their general classification under the following conditions:

A. Part time employees will sign up on the labor pool list by April 1 for the work they feel qualified to perform. The employees on the labor pool list will be selected by seniority on a rotating basis.

B. Those employees on the labor pool list will be used before substitutes when, in the opinion of the Employer, it is the most efficient way of filling a temporary vacancy.

C. Labor pool employees will be used to the extent of completing an eight (8) hour day for the employee. Generally overtime hours will not be offered, unless the circumstance of the situation would be best covered by some overtime, which will be at the discretion of the Employer.

D. Employees in the labor pool must be qualified to perform the work that becomes available. Once per year, the Employer will have training sessions (i.e., painting and lawn mowing) for all employees who sign up for the pool. Any training sessions held by the Employer must be attended by the labor pool employee.

E. During the summer months the wage rate of the labor pool employee(s) for the classification of work performed is referenced in Article 28 under the term "Summer Labor Pool" and, therefore, not subject to the provisions of Article 14 of the Master Agreement.

During the regular school year, the wage of Labor Pool employee(s) for the classification of work performed will be at the probationary rate.

Any 10-month employee who is employed during the traditional break periods will be paid at their regular rate of pay.

F. Employees in the labor pool, who refuse the opportunity to work more than two times within a twenty (20) day work day period, shall be removed from the labor pool for a period of twenty (20) work days. After such time the employee may return to the labor pool at the bottom of the rotation.

G. Labor pool employees who do not perform satisfactorily in their work shall be removed from the labor pool upon proper documentation.

H. The Employer shall have the flexibility and right to utilize the labor pool to the highest degree of efficiency in filling any temporary vacancy.

ARTICLE 28

Rates of Compensation

A.

For Employees Hired Prior to July 1, 1994:

	<u>1994/95</u>		<u>1995/96</u>	
	<u>Prob.</u>	<u>Regular</u>	<u>Prob.</u>	<u>Regular</u>
Bus Mechanics	\$13.49	\$14.58	\$13.85	\$ 14.97
Asst. Bus Mechanics	11.68	13.05	12.00	13.40
Maintenance 1	13.49	14.58	13.85	14.97
Maintenance 2	11.57	13.12	11.88	13.47
Custodian	10.90	11.57	11.19	11.88
Regular Bus Dirver	10.61	11.16	10.90	11.46
Laborer	10.90	11.57	11.19	11.88
Head Cook	8.47	8.96	8.70	9.20
Assistant Cook	7.47	7.88	7.67	8.09
Cook's Helper	6.89	7.37	7.08	7.57
Summer Labor Pool		7.50		7.50
Extra Trip Drivers		9.31		9.56
Stand-by Time (Extra Trip Drivers)		5.02		5.16

For Employees Hired After June 30, 1994:

<u>Index</u>	<u>Prob.</u> <u>0.8</u>	<u>1</u> <u>0.85</u>	<u>2</u> <u>0.9</u>	<u>3</u> <u>0.95</u>	<u>4</u> <u>Base</u>
<u>1994/95 Rates of Compensation</u>					
Bus Mechanics	11.66	12.39	13.12	13.85	14.58
Asst. Bus Mechanics	10.44	11.09	11.75	12.40	13.05
Maintenance 1	11.66	12.39	13.12	13.85	14.58
Maintenance 2	10.50	11.15	11.81	12.46	13.12
Custodian	9.26	9.83	10.41	10.99	11.57
Regular Bus Driver	8.93	9.49	10.04	10.60	11.16
Laborer	9.26	9.83	10.41	10.99	11.57
Head Cook	7.17	7.62	8.06	8.51	8.96
Assistant Cook	6.30	6.70	7.09	7.49	7.88
Cook's Helper	5.90	6.26	6.63	7.00	7.37
Summer Labor Pool	6.00	6.38	6.75	7.13	7.50
Extra Trip Drivers	7.45	7.91	8.38	8.84	9.31
Stand-by Time for Extra Trip Drivers	4.02	4.27	4.52	4.77	5.02

<u>Index</u>	<u>Prob.</u> <u>0.8</u>	<u>1</u> <u>0.85</u>	<u>2</u> <u>0.90</u>	<u>3</u> <u>0.95</u>	<u>4</u> <u>Base</u>
<b><u>1995/96 Rates of Compensation</u></b>					
Bus Mechanics	11.98	12.72	13.47	14.22	14.97
Asst. Bus Mechanics	10.72	11.39	12.06	12.73	13.40
Maintenance 1	11.98	12.72	13.47	14.22	14.97
Maintenance 2	10.78	11.45	12.12	12.80	13.47
Custodian	9.50	10.10	10.69	11.29	11.88
Regular Bus Driver	9.17	9.74	10.31	10.89	11.46
Laborer	9.50	10.10	10.69	11.29	11.88
Head Cook	7.36	7.82	8.28	8.74	9.20
Assistant Cook	6.47	6.88	7.28	7.69	8.09
Cook's Helper	6.06	6.43	6.81	7.19	7.57
Summer Labor Pool	6.00	6.38	6.75	7.13	7.50
Extra Trip Drivers	7.65	8.13	8.60	9.08	9.56
Stand-by Time for Extra Trip Drivers	4.13	4.39	4.64	4.90	5.16

- B. Bus drivers and cooks who attend special meetings called by the Employer will be paid at the following rates:

Bus Drivers	Stand-by rate
Cooks	Regular rate of pay

- C. The above wage rates apply to regular and extra trip drivers (not subs) who take extra trips.



ARTICLE 29

Duration

This Agreement shall be effective as of July 1, 1994 and shall continue in full force and effect for two (2) years and shall expire at 11:59 p.m., on June 30, 1996.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first written above.

FOR THE UNION:

Margaret Frederick  
Suzanne M. McGuire  
Les Hildebrandt

FOR THE EMPLOYER:

Billy J. Deloi  
Robert M. [unclear]  
Cathleen Jones

LETTER OF AGREEMENT  
between the  
DURAND AREA SCHOOLS BOARD OF EDUCATION  
and the  
DURAND EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (DESPA)

RE: Employee Evaluation

It is hereby agreed by the parties as follows:

1. It is recognized that the Board has the right under Article 2 of the master agreement to establish procedures for employee evaluations including the development of an evaluation instrument.
2. In developing its procedures, the district intends to consider such things as the frequency of evaluations, the designation of evaluators, post evaluation conferences and direction where remediation is necessary.
3. The Association agrees to provide input into the development of the evaluation form and procedures.

FOR THE BOARD OF EDUCATION:

*Jelly L. Gilroy*  
*Robert L. Hoops*  
*Cathleen Jones*

FOR THE ASSOCIATION:

*Manylee Frederick*  
*Supanne M. McGuire*  
*Les Hildebrandt*

DURAND AREA SCHOOLS  
1994-1995 School Calendar

First Day of School  
Labor Day  
Parent/Tchr Conf.  
Thanksgiving Recess  
Christmas Recess

Aug. 29  
Sept. 5  
Nov. 10 & 11  
Nov. 24-25  
Dec. 19-Jan. 2

Presidents' Day  
Spring Recess  
Good Friday  
Memorial Day  
End of School Year for  
Students

Feb. 20  
Apr. 3 - 7  
Apr. 14  
May 29  
June 14

AUG.					SEPTEMBER (24)
M	T	W	TH	F	
				26	
29*	30	31	1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

OCTOBER (20)				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER (18)				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER (12)				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JANUARY (20)				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30 #	31			

FEBRUARY (18)				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17 (Opt.)
20	21	22	23	24
27	28			

MARCH (22)				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17 (Opt.)
20	21	22	23	24
27	28	29	30	31

APRIL (14)				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY (22)				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE (10)				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

\* Start of School Year  
# Start of Second Semester  
□ Holiday  
○ Professional Dev. Day/Teacher Day (no school for students)

TOTAL STUDENT DAYS OF INSTRUCTION = 180  
TOTAL TEACHER WORK DAYS = 186

LETTER OF AGREEMENT

BETWEEN THE

DURAND AREA SCHOOLS BOARD OF EDUCATION

AND THE

DURAND EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION/MEA

Re: Clarification of Article 18 (Vacations), Article 19 (B) (Retirement Stipend), Article 20 (Longevity) and Article 28 (Rates of Compensation)

It is hereby agreed by the parties set forth above as follows:

1. In recognition that the parties bargaining obligation is linked to conditions of employment while employed within the bargaining unit, references to a "year" or "years of service" as utilized in the above referenced in Articles 18, 19 and 20 refers to years of service within the bargaining unit from employees last date of hire as a regular employee.
2. For purposes of the new wage schedule in Article 28 covering new hires, the term "hired" will be interpreted to be an all inclusive word which incorporates substitute employees hired in a regular assignment within the bargaining unit, those employees of the district outside of the bargaining unit who are hired into the bargaining unit and those new employees hires from the general labor market from outside of the district.
3. It is agreed that Lillian Hoisington will be paid for sixty and one half (60 1/2) accumulated sick leave days under the terms of Article 19 (B) notwithstanding the fact that 10.8 years of service at retirement on January 31, 1995 incorporates 2 years of service as a substitute prior to being hired as a regular employee.

The payment of \$3,291.50 shall not be deemed precedent setting for purposes of the implementation of these provisions.

Karen M. Ford January 26, 95 Nancy Lee Frederick Jan 27, 95  
For the Board Date For the Association Date

LETTER OF AGREEMENT  
BETWEEN THE  
DURAND AREA SCHOOLS  
AND THE  
DURAND EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION/MEA

Notwithstanding the provisions of the master contract to the contrary, it is hereby agreed by the parties set forth above as follows:

1. Patricia Bowers (transferred from another bargaining unit), Larry McGuire (formerly a substitute) and Lana Patsey (formerly a substitute) will be placed on the wage schedule (See Article 28) as if each person were hired prior to July 1, 1994.
2. For purposes of longevity pay (See Article 20), vacation (Article 18), insurance benefits (See Article 19), retirement (See Article 19) and other benefits (i.e. seniority), the aforementioned employees will be treated as if he/she were hired after June 30, 1994.
3. Patricia Bowers' accumulated sick leave time from the Michigan Educational Support Personnel bargaining unit will be transferred to the Durand Educational Support Personnel Association bargaining unit.
4. Each of the aforementioned employees is subject to the probationary period set forth in Article 9.
5. Any persons who are hired from the substitute roster or from outside of the unit in the future, in addition to those who are rehired in the future, will be treated in all respects as if he/she were hired after June 30, 1994.
6. Sections 1 and 3 above are entered into without establishing a precedent.

FOR THE BOARD

*Larry M. Land*

DATE

*March 2, 1995*

FOR THE ASSOCIATION

*Manjula Frederick*

DATE

*March 03, 95*