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6/30/96

**MASTER AGREEMENT**  
 between the  
**MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**  
 and the  
**BOARD OF EDUCATION OF THE DURAND AREA SCHOOLS**

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*Durand Area Schools*

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ARTICLE 1

Agreement

This Agreement is entered into by and between the Durand Area School District, Durand, Michigan, hereinafter referred to as the EMPLOYER, and the Michigan Educational Support Personnel Association, hereinafter referred to as the ASSOCIATION.

ARTICLE 2

Definitions

A. The term EMPLOYER when used in this Agreement shall refer to the Durand Area School District, Durand, Michigan, and its administrative agents.

B. The term ASSOCIATION when used in this Agreement shall refer to the Michigan Educational Support Personnel Association, and its affiliate the Durand MESPA.

C. The term EMPLOYEE when used in this Agreement shall refer only to a person employed by the Employer in the Bargaining Unit as defined in Article 3. Pronouns of masculine or feminine gender shall include each other.

D. The term BARGAINING UNIT when used in this Agreement shall refer to all employees of the Employer in the Bargaining Unit as defined in Article 3.

E. The term FULL-TIME EMPLOYEE when used in this Agreement shall refer to an employee that is regularly scheduled to work seven (7) hours per day.

F. The term PART-TIME EMPLOYEE when used in this Agreement shall refer to an employee that is regularly scheduled to work less than seven (7) hours per day.

G. The term "SUBSTITUTE" when used in this Agreement shall refer to a person who is employed to fill a full-time or part-time position while the regular bargaining unit member is absent from their work assignment.

## ARTICLE 3

### Recognition

Pursuant to and in accordance with all applicable provisions of Sections 26 and 27 of Act. No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Association as the certified and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, for all full-time and regular paraprofessionals, building aides, and lunchroom aides employed by the Employer. Supervisory and executive personnel, substitutes, office and clerical employees, and all other employees of the Employer are expressly and specifically excluded from the bargaining unit as hereinabove defined.

## ARTICLE 4

### Employer Rights

The Employer, on its own behalf, and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and by the laws and the Constitution of the United States. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the Employer including, but without limiting the generality of the foregoing, the right to:

A. The executive management and administrative control of the school system, including the determination of quality and quantity of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services.

B. Manage and direct the working forces, including the right to assign, schedule, hire, promote, suspend, discharge, demote, transfer and layoff employees.

C. Determine the hours of work, including starting and ending times and scheduling of all the foregoing.

D. Establish, modify or change any work schedule, business hours or days of work, or any employee's classification, department or work shift.

E. Assign and direct the work of its employees and determine the number of employees assigned to operations.

F. Determine the services, supplies and equipment necessary to conduct its operations; determine all methods and means of distributing, disseminating and/or selling its services; determine the means, methods and processes of carrying on the work including the institution of new and/or improved means, methods, processes, schedules and standards of operation, automation, or contracting thereof.

G. Subcontract or purchase any or all work, processes or services.

H. Determine lunch, rest periods and cleanup times.

I. Determine the size of the work force and increase or decrease its size.

J. Adopt, revise and enforce work rules and regulations and carry out cost and general improvement programs.

K. Determine the qualifications and competency of employees to perform available work, including physical qualifications and conditions.

L. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

M. Determine all management, financial and educational policies.

N. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

O. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

P. Determine the policy affecting the selection, testing or training of employees.

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



## ARTICLE 5

### Association Rights

A. The Employer agrees that the Association may use meeting room facilities and equipment at such times, places and for such purposes as may be approved by the Superintendent of Schools or his designee. Further, usage of district facilities and equipment shall, at all times, be in strict conformance with Employer policy and any and all terms and conditions as may, from time to time, be administratively established. The Association agrees to pay the Employer for any expense the Employer may incur incident to the Association's use, misuse or abuse of Employer facilities or equipment. Such amounts shall be billed to and shall be immediately payable by the Association.

B. The Employer agrees that it will provide a bulletin board, at each school building, which may be used by the Association for serving notice upon its members of recreational and social events, elections, results of elections, meetings, conferences, conventions, and other similarly classified matters. The Employer further agrees that its internal mail system may also be used for such purposes.

It is understood that the bulletin board and the Employer's internal mail system shall not be used to post or mail inflammatory information which reflects negatively upon the Employer or any employee. Prior to posting or mailing any information pursuant to these provisions the Association agrees to provide the Employer with a copy of such information. In the event the Employer deems the information to be inflammatory, or otherwise not in conformance with these provisions, such information shall not be posted or mailed.

C. The Employer agrees to make available to the Association, in response to reasonable and written request, that information which is necessary for the Association to fulfill its statutory obligations in the negotiation and administration of this agreement.

D. Whenever the president, or other officers, of the Association or their designee are scheduled, by mutual agreement of the parties, during working hours, to participate in conferences, meetings or grievance hearings, or negotiations, they shall suffer no loss of pay, and when necessary, substitute services shall be provided.

E. At the beginning of the school year, the employer shall provide the association with four (4) days, with pay, to be used by the Association officers 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.

## ARTICLE 6

### Employee Rights and Protection

A. Any case of assault upon an employee shall be promptly reported to the Employer. If an employee is injured as a result of an unprovoked assault while in the performance of his or her assigned duties on the school premises, or other assigned work location, reimbursement for necessary medical, surgical or hospital care and legal assistance will be in accordance with the terms and conditions of any insurance plans as may then be in full force and effect between the Employer and an insurance carrier and covering the employee for such purposes.

In addition to the above, the Employer agrees to reimburse employees, in an amount not to exceed \$200.00, for any loss, damage or destruction of clothing or personal property resulting from assaults as hereinabove provided.

B. The Employer and the Association agree that neither party will discriminate against any employee because of, or with respect to, the employee's membership or non-membership in the Association, or any other lawful activity engaged in by an employee pursuant to the provisions of Public Act 336, as amended.

C. The Employer and the Association recognize their respective responsibilities under Federal, State and local laws relating to for employment practices. In recognition of these laws and the corresponding rights of all employees and applicants, the Employer and the Association hereby reaffirm their commitment to ensuring that all terms and conditions of the Agreement, such as matters pertaining to compensation, promotion, retirement, transfers, fringe benefits, layoffs, return from layoffs, etc., are administered without regard to race, sex, marital status, age, color, religion, physical disabilities, or national origin.

D. In the event a significant complaint or charge is made by any person or group against any employee, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the Employer.

**ARTICLE 7**  
**Grievance Procedure**

A. A grievance shall be defined as a claim by an employee that there has been a violation, misinterpretation, or misapplication of a specific and express provision of the Agreement. Grievances may only be processed in accordance with the procedure as hereinafter provided.

B. It is hereby agreed that the following matters shall be specifically and expressly excluded from the grievance and arbitration provisions of this Agreement:

1. Any matter pertaining to the discipline, layoff or termination of a probationary employee.
2. Any claim, complaint or matter for which the employee can seek redress via an Administrative Tribunal established by law or by regulation having the force of law (e.g., EEOC, Michigan Civil Rights Commission, MERC, etc.).

C. All preparation, filing, consideration, or presentation of grievances, shall be at times other than when an employee or a participating Association representative is to be at his/her assigned duty station, unless mutually agreed to by the parties.

D. The terms "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. During summer months, days shall be when the Administration Office is open to conduct the business of the school district.

- E. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
  2. It shall be specific and relate to the contractual provision(s) alleged to have been violated;
  3. It shall cite the section or subsections of this Agreement alleged to have been violated;
  4. It shall contain a synopsis of the facts giving rise to the alleged violation;
  5. It shall contain the date of the alleged violation;
  6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations hereinafter set forth.

F. 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. Any and all timelines may be extended by mutual agreement of the parties.

Should an employee be satisfied with the decision at any level or leave the employ of the Employer while the grievance remains unsettled, all further proceedings thereon shall be barred. Monetary adjustments of a grievance shall not be valid for any period prior to the filing of the grievance. The Superintendent and the President of the Association may, by mutual agreement, bypass any level of the grievance procedure.

G. PROCEDURE:

Step 1. An employee with a grievance as hereinabove defined shall, within days of the employee's first knowledge of its alleged occurrence, orally discuss the matter with the Employer's Step 1 representative an attempt to resolve the grievance. An oral decision on the grievance must be given to the employee by the Employer's Step 1 representative within three (3) days after this discussion. Step 1 representative shall be the building principal.

Step 2. If the matter is not thereby resolved the employee shall, within three (3) days after the oral decision is rendered by the Employer's Step 1 representative, reduce the grievance to writing and present it to the Employer's Step 2 representative. The Employer's Step 2 representative shall then discuss the grievance with the employee and provide such employee with a written answer to the grievance within three (3) days thereafter. Step 2 representative will be the assistant superintendent.

Step 3. If the Employer's Step 2 answer is not satisfactory, the employee shall refer the grievance record to the Association President. If the Association President believes the grievance to have merit he/she shall, within five (5) days of the date of receipt of the Step 2 response, appeal the written grievance to the Office of the Superintendent of Schools. A meeting between the Association President and the Superintendent or his/her designated agent, will be held to discuss the grievance within seven (7) days of the date of appeal.

The Association President 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 designated agent.

The Superintendent of Schools, or his/her designated agent, shall render a written decision on the grievance within ten (10) days following the next regular Board meeting immediately succeeding the meeting with the Association President, transmitting a copy of same to the Association President and the aggrieved employee and filing a permanent copy in the records of his office.

Step 4. If satisfactory settlement is not obtained at Step 3, the aggrieved employee and the Association President shall, within five (5) days thereafter, notify the Superintendent of Schools, or his/her designated agent, that the matter is to be submitted to conference. At the time of notification, the Superintendent of Schools or his/her designated agent and the Association President shall agree upon the time and place for holding the aforesaid conference. 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, with concurrent notification to the Superintendent of Schools. Notification to the Superintendent of Schools shall be subject to the same time limitations set forth for filing with the American Arbitration Association and shall include a copy of the Association's Demand for Arbitration, and a statement identifying the grievance, issue(s) and provisions(s) of the Agreement involved and the relief sought. If the grievance is not submitted to arbitration in accordance with the procedure and time limitations as herein proscribed, the written disposition of the grievance last provided the Association by the Superintendent of Schools, or his/her designee, shall be deemed final and conclusive with no further appeals permitted.

Except as otherwise provided in this Agreement, selection of the arbitrator and the arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association. 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. Further, the arbitrator shall not decide any question which under this Agreement is within the power and authority of the Employer to decide and in rendering his/her decision shall so construe the Agreement such that there will be no interference with same. The arbitrator shall also have no power or authority to interpret municipal, state or federal law or administrative departmental rulings nor shall he/she hear any grievance previously barred or excluded from the scope of the grievance procedure or which was not initiated or appealed with the time limits as herein provided.

In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. Further, more than one grievance may not be considered by the arbitrator at the same time except upon express written consent of the Employer and the Association. Where no wage loss has been caused by the action of the Employer complained of, the Employer shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. The arbitrator shall also have no power to award interest or punitive damages.

The arbitrator's decision, when made in accordance with his or her powers, jurisdiction and authority, shall be final and binding upon the Employer, the Association and the employee or employees involved. The Employer may, however, refuse to be bound by an arbitrator's award or decision if the arbitrator exceeded the limits of his authority as herein provided or if there is evidence of collusion, fraud or other impermissible conduct on the part of the arbitrator.



ARTICLE 8  
Hours of Work

A. It is expressly understood that the Employer has reserved unto itself the right to establish or modify working hours, shifts, schedules and the right to schedule, and require employees to work overtime, subject to provisions contained herein.

B. All employees shall be at their regular assignment at their scheduled starting time. The starting time will be determined administratively by the Employer.

C. The normal work day should be as follows:

7 hours - Paraprofessional

4 hours - Building Aide

2 hours - Lunchroom Aide

and should be between the hours of 7:00 a.m. and 4:00 p.m. Whenever overtime is scheduled, reasonable notice will be given (4 days).

Beginning July 1, 1990, any newly created position(s) in the lunchroom aide classification or building aide classification may have the following hours:

1 hour to 2 Hours - Lunchroom Aide

2 hours to 4 hours - Building Aide

In the absence of the establishment of new positions, existing employees may be utilized by the employer out of their classification not to exceed two(2) hours. The employee will be paid at the pay rate of the assigned classification(s). Employees of the building in which the extra work is needed would be assigned on a seniority basis, and only to the extent that the extra hours did not conflict with their assigned duties.

Newly created Paraprofessional positions (after June 30, 1994) may be scheduled for 5-7 hours per day. In the event the position is directed by an Individualized Educational Plan (IEP) for less than five (5) hours per day or the position has been established in grant funded programs (including categoricals such as at-risk programs), the position may be scheduled for less than five (5) hours per day.

D. Full time employees shall be entitled to two (2) fifteen (15) minute relief times, except bargaining unit members working less than seven (7) hours but more than three (3) hours may receive one (1) fifteen (15) minute relief time.

E. Changes or anticipated changes in established shifts or working hours may be a proper subject for special conference upon request of the Employer or the Association.

F. If there is a need to have a specific variance of normal working hours in a classification, the amount of hours to be scheduled will be done by mutual agreement by the affected parties. Any such variance must be approved by the superintendent and the president of the Association.

G. On days when teachers are released to attend inservice meetings, school improvement meetings, or other school related activities that results in the shortening of the length of the workday of the aides, the Employer shall consider the aides at work for the remainder of the day and accordingly will be compensated at their regular rate of pay for that period of time that the workday was shortened, provided the employee takes part in the inservice meeting, school improvement meetings or other school related activities.

## ARTICLE 9

### Seniority

A. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the employee's first working day as a regular full-time or regular part-time employee, provided the employee successfully completes the probationary period. There shall be no seniority among probationary employees.

B. Employees shall be considered probationary employees for the first sixty (60) days actually worked by such employees following their hire as a regular full-time or regular part-time bargaining unit employee. For purposes of this provision, to receive credit for a day worked an employee must be physically present and working for not less than one-half (1/2) of his/her regularly scheduled work shift.

C. When an employee successfully completes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority purposes from his/her last date of hire as a regular full-time or regular part-time employee.

D. If two (2) or more employees have the same seniority date, they shall be ranked by the last four (4) numbers of their respective social security numbers, the employee with the lowest number being given the highest rank.

E. Employees on leave of absence due to sickness or disability for periods of one (1) year or less, and employees on leave of absence due to other reasons and for periods of one (1) month or less, shall continue to accumulate seniority during such periods of absence. Employees granted leaves of absence other than as hereinabove provided, and employees on layoff, shall not accumulate seniority during such periods of absence.

F. In October of each year the Employer shall furnish the Association with a list of all employees in the Bargaining Unit showing the seniority date and classification of each employee. A copy of this list shall also be posted on the employee bulletin board. Any employee who believes his seniority date to be incorrect must file a grievance within thirty (30) calendar days of the initial posting of his/her seniority date or the posting of any subsequent revisions thereto. Except for a grievance filed in accordance with this provision, such list shall be binding on all employees in the Bargaining Unit.

G. An employee shall lose his/her seniority and shall be terminated for the following reasons:

1. He/she voluntarily terminates his/her employment.
2. He/she is discharged and such discharge is not reversed through the grievance procedure.
3. He/she retires.
4. He/she is absent from their job for three days without notifying the Employer. After such absence, the Employer shall send written notification to the employee at his/her last known address that he/she has lost their seniority and their employment has been terminated.
5. If he/she does not return to work as instructed in the notice of recall from layoff.
6. Failure to comply with the terms, conditions and requirements established for an authorized leave of absence.
7. If laid off for a period equal to his/her seniority or two (2) years, whichever is less.

## ARTICLE 10

### Personnel Files

Each employee shall have the right to examine the contents of the official personnel file being maintained by the Employer on such employee, excluding confidential pre-employment credentials, statements and inquiries. To examine his/her file, the employee shall make an appointment with the office of the Superintendent of Schools. The Superintendent of Schools or his/her designee shall be present when the employee examines their file. If the employee so desires, he/she may be accompanied by a representative of the Association during this review.

## ARTICLE 11

### Vacancies

A. A vacancy shall be defined as a newly created bargaining unit position or existing bargaining unit position that has been vacated by a bargaining unit member with no right to return to the position.

B. Job vacancies shall be posted for a period of ten (10) calendar days on a bulletin board in each school building. The job postings will consist of the job classification, title, location and rate of pay. During those periods when school is not in session (ie., summer, winter and spring vacation) the Employer also agrees to mail the Association President, or his/her designee, a copy of position vacancies as they are posted.

Applicants for a posted position shall apply in writing to the Superintendent, or designee, within the ten (10) day posting period. In the event a bargaining unit member applies for and is awarded a position within the bargaining unit, he/she shall have a twenty (20) work day trial period in this new position. At the end of the trial period, the bargaining unit member shall be awarded the position on a permanent basis, or be returned to his/her original position if he/she cannot perform the required duties of the new position, or if the employee prefers his/her original position. During the twenty (20) work day trial period, the vacancy created by the movement of the employee to a new position shall not be subject to the posting requirements as contained herein.

C. Bargaining unit vacancies shall be filled by the most senior applicant within the affected classification, provided he/she fully meets the requisite skills as established for the specific vacancy. Attendance, discipline records and work experience shall be considered in determining the qualifications of an applicant. A candidate may be disqualified from consideration if he/she does not have the requisite skills for such vacancy and/or if such candidate's employment record (and application)

Indicates that there is no reasonable expectancy that he/she would be qualified to perform the job. Each individual candidate is responsible for ensuring, at the time of application, that his/her employment record and/or application accurately reflects those job skills, experience, training and other qualifications he/she desires the Employer to consider. In evaluating his/her candidacy.

In the event there is no 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.

D. Bargaining unit positions that need to be filled on a temporary basis for longer than thirty (30) days and are not a vacancy as defined above, may be filled for the time period as needed or until the position becomes vacant as defined above, by a bargaining unit member from another classification. These temporary positions shall be subject to the posting requirements of Section B above.

When the need for filling a bargaining unit position on a temporary basis is no longer necessary, the employee shall return to their original position at the stated contractual pay rate.

When a bargaining unit member fills a position on a temporary basis, the employee shall be paid the established contractual pay rate for the position.

Probationary employees shall not have the right to fill a position on a temporary basis.

E. No position shall be filled with a substitute for a period longer than sixty (60) work days except in the case of illness or disability of the employee, educational leave, or Family Medical & Leave Act leaves.

## ARTICLE 12

### Inservice Training

A. In order to update the competencies of the employees of the bargaining unit the district may, on an annual basis, provide inservice training for the employees. The Superintendent of Schools and the President of the Association shall determine the inservice training for the employees of the bargaining unit, and will be in addition to inservice training provided by Chapter I. Any inservice training program that is presented will be on a scheduled work day of the bargaining unit members. The bargaining unit members will be compensated at their regular rate of pay for hours at an inservice program not to exceed their regularly scheduled hours of work.

B. Building principals shall inform their aides and Association Representatives in writing of scheduled inservices and school improvement meetings when their attendance is expected. Notification shall occur no later than five (5) working days prior to the scheduled inservice or school improvement meeting, or other school-related activity, where aides are required to attend. Employees requested to work beyond the regular work day, in order to attend such meetings, will be compensated at their regular rate of pay.



## ARTICLE 13

### Evaluation

#### A. Evaluation of Permanent Employees

1. If the work performance of a permanent employee is to be evaluated, such evaluation shall be in writing. A copy of the written evaluation shall be submitted to the employee and discussed with her/him within ten (10) days of its completion.
2. Evaluation shall be conducted by an administrator designated by the Personnel Office. The person conducting the evaluation shall not be a member of the bargaining unit.
3. Before an employee is rated unsatisfactory (overall evaluation) in her/his job performance, the administrator shall meet with the individual, prior to such rating being submitted, in order to put the employee on notice that their job performance is not satisfactory and to discuss means of improvement.

B. An employee shall be notified, in advance, in writing, of the purpose of a meeting where an overall unsatisfactory evaluation is to be received and shall be entitled to have an Association representative present.

## ARTICLE 14

### Discipline, Suspension or Discharge

A. The parties recognize the merits of progressive discipline. No employee shall be disciplined without just cause. The Employer agrees upon the discipline, suspension or discharge, of an employee to promptly notify, in writing, the employee and the Association president of the discipline, suspension or discharge. The Employer also agrees to place a copy in the employee's personnel file. Written warnings/reprimands shall be signed by the employee for acknowledgement purposes.

B. A suspended or discharged employee will be allowed to discuss his/her suspension or discharge with the Association president and the Employer will make available an area where they may do so, before they are required to leave the property of the Employer. Upon request, a representative of the Employer will arrange to meet with the suspended or discharged employee and the Association president prior to the employee leaving the premises.

Should a suspended or discharged employee consider the suspension or discharge to be without just cause, he/she may present a grievance, in writing, to the Superintendent of Schools, or his/her designee, at Step 3 of the Grievance Procedure within five (5) working days of the suspension or discharge. If no grievance is presented to the Superintendent, as herein provided, the grievance is barred.

C. Should an employee who receives a written reprimand consider the discipline to be without just cause, a grievance may be initiated at Step 1 of the Grievance Procedure.

D. This article would not apply to probationary employees except for providing just cause for said action.

ARTICLE 15  
Special Conferences

Conferences may be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the Grievance Procedure, provided mutually acceptable arrangements as to time and place can be made. All such conferences shall be arranged through the Superintendent of Schools, or his/her designee, and the president of the Association, or his/her designee. It is understood that any matters discussed or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of the Collective Bargaining Agreement, or the rights of either the Employer or the Association under the terms of this agreement.

## ARTICLE 16

### Layoff and Recall

A. It is hereby specifically recognized and agreed that it is within the sole discretion of the Employer to eliminate positions and/or reduce its work force. In order to effect an orderly layoff and recall of personnel the Employer agrees that those terms and conditions as hereinafter provided shall be observed.

#### 1. Layoff Procedure

- a. Except as otherwise provided in subparagraph b, in each classification wherein the Employer has decided to reduce its staff, probationary employees shall be laid off first. If further reduction of personnel is necessary, part-time seniority employees within the affected classification shall be laid off in inverse order of seniority, ie., those with the least seniority are to be laid off first. 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, ie., those with the least seniority are to be laid off first.
- b. The aforementioned order of layoff is expressly and specifically conditioned upon the more senior part-time or full-time employees within each classification being qualified in all respects to perform the duties of the probationary, or less senior part-time or full-time employee being laid off. In those situations where the senior employees lack the qualifications and/or ability to fill the available positions the next more senior employee shall be laid off and the probationary employee or less senior part-time or full-time employee continued in employment.

- c. Employees laid off pursuant to the above provisions shall have the right to displace employees in other bargaining unit classifications provided:
  - (1) they may only displace the least senior employee in another classification;
  - (2) they may only displace an employee in an equal or lower-rated classification;
  - (3) 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;
  - (4) they possess the necessary qualification and ability to perform the work of the employee they are displacing.
- d. Employees to be laid off for an indefinite period of time will be provided at least seven (7) working days notice of layoff. On the same date notices of layoff are issued to employees, the Employer shall also provide the Association president with a list which identifies the name, classification and work location of each employee being laid off.

2. Recall Procedure

- a. 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 bypassed and the next highest seniority employee with the requisite qualifications and ability shall be offered the position.

b. Notice of recall shall be sent to the employee at his/her 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 receipt of notice of recall. If an employee fails to notify the Employer of his/her intent to return within seventy-two (72) hours of receipt of the notice of recall or fails to report for work as specified in such notice of recall he/she shall be considered a quit and thereby forfeit all future reemployment rights.

B. An employee's layoff shall terminate his/her entitlement to wages, insurance and other benefits under the terms of this Agreement.

C. 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 available 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 2(a) above, then that employee with the most bargaining unit seniority and the requisite degree of ability and qualifications shall be selected for the position.

D. Prior to any reduction of staff within the Association bargaining unit, the Employer agrees to provide the Association with an opportunity to present to the Superintendent of Schools and the Board of Education the recommendations of the Association concerning such reductions for the consideration of the Employer prior to final Employer decision.

ARTICLE 17  
Leaves of Absence

A. The Family Medical & 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 rules established by the federal government provide certain rights and opportunities to the Employer in fulfilling its obligation 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. Each employee who is assigned and regularly scheduled to work for five (5) days per week during the regular academic year shall be credited with one (1) sick leave day following the end of each month of regular employment, not to exceed ten (10) days per year. The maximum accumulation of sick days will be as follows: ninety (90) days.
2. Sick leave may be used for personal illness which renders the employee incapable of performing his or her assigned duties. In order to establish an employee's ability or inability to work and entitlement to sick leave as herein provided, the Employer reserves the right to require employees to submit medical verification of their illness and, if deemed appropriate by the Employer, to require the employee to submit to a physical examination by a physician chosen by the Employer. Physical examinations by the Employer's physician shall be at the expense of the Employer.

3. An employee on paid sick leave shall be deemed to be in a continued employment status 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.
4. To be entitled to payment of sick leave as herein provided the employee shall give the Employer a minimum of one (1) hour's notice (by telephone) when he is unable to perform his work because of illness.  
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. A telephone number will be posted on employee bulletin boards for reference and used by the employee in calling the Employer in event of illness.
5. Employees eligible for sick leave may use up to two (2) days per year of their accumulated sick leave allowance for grave illness in the employee's immediate family (ie., mother, father, wife or husband, son or daughter only.)
6. Each employee eligible for sick leave will be advised on or before October 15th of each year of the number of sick leave days credited to his individual account.
7. When an employee becomes eligible for Workers' Compensation benefits, he/she may use accumulated sick leave but only to the extent that his/her combined Workers' Compensation and sick leave benefits provide him/her with the equivalent of his/her regular take-home pay. In the event the employee draws on sick leave to supplement the Workers' Compensation benefits, the employee's sick leave account shall be charged an amount of time lost equivalent to the amount paid by the Employer to the employee pursuant to the terms of this provision.



C. Personal Leave

1. Any employee may use three (3) personal leave days per year, nonaccumulative and with pay, for the purpose of attending to business affairs which cannot be taken care of outside the regular school day. A personal leave day may be used for any purpose at the discretion of the employee. Except in the case of an emergency, personal leave days may not be taken the day before or the day after a scheduled holiday or vacation period.
2. All requests for personal leave shall be submitted in writing at least three (3) days in advance (unless the nature of the emergency precludes such notification) of the anticipated day of absence through the employee's building principal.

D. Funeral Leave

1. All employees shall be allowed up to five (5) days leave of absence with pay, and not chargeable against the employee's sick leave allowance, to attend the funeral of a spouse, son, daughter, mother, or father.

All employees shall be allowed three (3) days of absence with pay, and not chargeable against the employee's sick leave allowance, to attend the funeral of a mother-in-law, father-in-law, grandparent, brother or sister.

2. All employees shall be allowed a one (1) day leave of absence with pay, and not chargeable against the employee's sick leave allowance, to attend the funeral of a son-in-law, daughter-in-law, or grandparent of spouse.

E. Other Leaves

Any bargaining unit member may request a leave of absence without pay or other benefits (except as otherwise expressly provided).

1. A bargaining unit member shall be granted a leave of absence up to twelve (12) months for personal illness, disability or injury.
2. A bargaining unit member shall be granted a leave of absence up to six (6) months for prolonged illness in the employee's immediate family, as defined in paragraph A.(5) of this Article, provided such member of the immediate family resides with the employee.
3. A bargaining unit member shall be granted a leave of absence for up to six (6) months for conditions related to childbearing and/or child care.
4. A general purpose leave for any reason may be granted for up to a six (6) month period, subject to the approval of the Employer.
5. An employee may apply for an educational leave for up to six (6) months. Such requests will be submitted in writing to the Superintendent or his/her designee. The request will be approved or denied within the seven (7) calendar days of its receipt by the Superintendent or his/her designee.

An extension of leave time for the above referenced leaves of absence may be approved by the Employer.

**F. Return from Leave**

An employee granted a leave of absence as hereinabove provided shall be returned to the same position he/she previously held, prior to the leave of absence. If his/her position has been eliminated, the employee shall be offered the next vacancy for which he/she is qualified to fill.

**G. Jury Duty**

Any employee called for jury duty during his/her regular working hours shall be paid the difference between his/her pay for jury duty and his/her regular pay.

ARTICLE 18  
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 breakdowns or health conditions as defined by the city, county or state health authorities will not be paid for such days, except as noted in Section B. 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. Employees who have part of their work schedule cancelled because of school closing during the day will be paid for their full work schedule provided they have already reported to work at their assigned work site. Employees who have reported to their work assignments shall not be required to stay beyond the time that the school day has been cancelled.

C. If the State legislature repeals the requirement of making up "Acts of God" days, the provisions of this contract providing for the makeup of cancelled days shall be null and void. If such is the case the parties agree to the following: Any bargaining unit employee instructed not to report to work, because of closure of the Employer's operation due to inclement weather or other Acts of God, shall suffer no loss of pay for that period of time the employee was instructed not to report. If the legislature and/or courts amend or modify the Act then the parties shall meet to review the changes in the Act and provide needed adjustments.

D. In that Act of God days under Article 19 are not paid and the rescheduling of instructional days may be necessary in June, the parties agree that the total required number of days of work will be scheduled during a period not to exceed five (5) days beyond the adjusted final instructional day.

The work time lost due to the first two (2) days of instruction which are not required to be made up under state law, will be rescheduled in a five (5) business day period after the adjusted final date of student instruction. If not scheduled by the administration, the employees will be paid. The employee at his/her option, may elect to forego the two (2) rescheduled days and forfeit pay accordingly.

## ARTICLE 19

### Insurance

A. The Employer shall provide without cost to full time employees, MESSA Pak-3 for a full twelve month period for the employee and his/her entire family and any other eligible dependents as defined by MESSA. MESSA Pak-3 shall include: Super Care - 1, LTD (120 day 66 2/3% of salary, 2,500 max.), Delta Dental Plan A - 006 (75-60-75) 1,200 max., \$30,000 Term Life, Vision, VSP-2.

Plan "B shall include LTD, the same as Plan A, Delta Dental 007 80/80/80 \$1300. max., VSP-3 Vision Plan, \$50,000 Term Life Insurance, Dependent Life (\$2,000./spouse \$2,000. children.)

An employee on an individual basis may purchase through payroll deduction any of the MESSA variable options, MESSA insurance programs and/or annuities. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups. For those employees who are employed on less than a full time basis, and elect MESSA Pak-3 Plan A, the Employer shall pay a pro-rated portion of the premium cost of the Plan A that is selected and described above. By way of illustration and not by way of limitation, if the employee works four (4) hours a day, the Employer shall pay 2/3 of the premium cost. For an employee who works three (3) hours a day, the Employer shall pay 1/2 of the premium cost, and for the employee who works two (2) hours a day, the Employer shall pay 1/3 of the cost. Any employee, full time or part-time, who elects MESSA Pak-3 Plan B, as described above, the Employer shall pay 100% of the premium cost.

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. The Employer, by payment of the premium payments as hereinabove provided shall be relieved from all further liability. The failure of an insurance company to provide any of the benefits for which it has contracted shall not result in any liability to the Employer nor shall such failure be considered a breach by the Employer of any obligation under this Article.

C. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure.

D. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.

E. Employees on unpaid leaves of absence in excess of thirty (30) calendar days (except for those on leave under the Family Medical & Leave Act) may continue to participate in the above described insurance plans subject to carrier approval and the employee bearing all expenses to continue such coverage. The employee must submit fifteen (15) days advance written notice of his or her intentions to the Employer. In addition to written notice, the employee must enclose therein a check or money order made out to the Employer in an amount equal to those premiums which must be paid by the Employer to continue the employee's coverage during the period of his or her leave of absence. Failure on the part of the employee to make appropriate arrangements for the continuation of insurance benefits shall result in coverage being terminated by the Employer.

## ARTICLE 20

### Holidays

A. Holidays for seniority employees are designated as follows:

New Year's Day

Memorial Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

Good Friday

Labor Day \*

\* When school for students begins before Labor Day.

B. 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 return to duty, with a doctor's certificate verifying such illness for the period in question.

Employees on an approved funeral leave would qualify for holiday pay.

Employees absent because of grave family illness may receive holiday pay, provided the employee contacts the Superintendent of Schools and such absence is approved by the Superintendent of Schools.

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

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

E. 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 21

Longevity Schedule

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

	<u>94/95</u>	<u>95/96</u>
1. Three to five years of service =	32¢	33¢
2. Six to nine years of service =	34¢	36¢
3. Ten to thirteen years of service =	36¢	38¢
4. Fourteen years or more of service =	41¢	43¢

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

B. Longevity pay for employees will be based on the regular number of hours worked per day on their regular shift multiplied by the number of days per year for which the employee was paid.

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. 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.

## ARTICLE 22

### Scope of Agreement

A. The Employer and the Association hereby 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties with respect to rates of pay, wages, hours of employment or other conditions of employment and expresses all obligations of, and restrictions imposed upon, the Employer.

B. The Employer and the Association, for the term of this Agreement each voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is anticipated, recognized and agreed that the Employer shall deal with all matters not expressly and specifically covered herein through the exercise of its management rights and without prior negotiation with the Association.

C. If any provision of this Agreement or any application of this Agreement to any employee shall be found contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such conflicting provision or application shall be deemed null and void. All other provisions or applications shall continue in full force and effect.

D. Any amendment of agreement supplemental to this Agreement shall not be binding upon either party unless executed in writing and ratified by both parties hereto.

ARTICLE 23  
Agency Shop

A. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association/Union, 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 fee. In the event that the bargaining unit member shall not pay such service fee 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. Moneys 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 MEFSA's MEA-sponsored programs, 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 nonmembers 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 nonmembers of the fee for that given school year.

D. Any bargaining unit member 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. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the-MEA Constitution, Bylaws and Administrative Procedures.

Pursuant to such authorization, 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.

E. The Association shall protect and save harmless the Employer against any and all legal expenses, claims, demands, costs, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Employer in reliance upon information furnished to the Employer by the Association, deduction authorization forms furnished to the Employer by the Association or any employee, or for the purpose of complying with any of the provisions of this Article.

ARTICLE 24

Retirement

Employees who elect to retire as an employee from the Durand Area Schools shall be eligible for a lump-sum payment of accumulated sick leave in accordance with the following formula:

<u>Yrs. of continuous service completed in Durand Area Schools</u>	<u>Rate per accumulated sick leave day</u>	<u>Maximum Amount</u>
10 years or more	75%	of accumulated sick leave

Accumulated sick leave days will be converted to hours of sick leave and the retirement payment will be based on the employee's hourly rate of pay at the time of retirement.

The Employer agrees to pay the employee's contribution to the Michigan Public School Employee's Retirement System as required by State law.

Employees hired after June 30, 1994, will not be eligible for a sick leave buy-out.

## ARTICLE 25

### Miscellaneous

A. The Association shall provide the Employer with a list of local Association officers and bargaining and grievance committee members or other representatives. The Employer shall be notified, in writing, of any subsequent changes.

B. Employees shall be responsible for providing the Employer with changes in their addresses and telephone numbers.

C. This Agreement shall be printed at the expense of the Employer within sixty (60) days after it is ratified and signed by both parties. Copies of this Agreement shall be presented, without charge, to all bargaining unit members now employed or hereafter employed by the Employer.

D. The Employer shall provide the Association with a list of its Step 1 and Step 2 representatives and shall notify the Association, in writing, of any subsequent changes therein. Step 1 representative will be the building principal. Step 2 representative will be the assistant superintendent.

E. If any provision of this Agreement or any application of this Agreement is contrary to state or federal law (including but not limited to the Family Medical & Leave Act and the Americans with Disabilities Act), then such provision or applications shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

F. 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 in 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.



ARTICLE 26

Duration and Amendment

This Agreement shall become effective upon ratification by the Employer and the Association and shall continue in effect up to and including June 30, 1996. Wages will be paid retroactively to the beginning of the 1994/95 work year. The Agreement shall continue in effect from year to year thereafter unless either party notifies the other, in writing, between the sixtieth (60th) day and forty-fifth (45th) day prior to the expiration date that modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the Employer and the Association shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not less than thirty (30) days prior to the expiration of the Agreement.

If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.

In Witness Whereof, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this 1st day of December, 1994.

DURAND AREA SCHOOLS

Sally L. Dehoi  
James M. West  
M. [Signature]

MICHIGAN EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

Jane [Signature], pres.  
Sally M. Worington V. Pres.  
Margaret M. Henonway Sec. - Treas.

**APPENDIX A**

**Employee Hourly Wage Schedule**

**A. For employees hired prior to July 1, 1994:**

		<u>Prob.</u>	<u>Regular</u>	<u>11th Year</u>
1994/95	Lunchroom Aides	\$6.90	\$7.45	\$7.49
	Building Aides	7.29	7.83	7.87
	Paraprofessional	8.01	9.19	9.24
1995/96	Lunchroom Aides	\$7.09	\$7.65	\$7.70
	Building Aides	7.49	8.05	8.09
	Paraprofessional	8.23	9.44	9.49

To qualify for the eleventh year step, an employee must have completed eleven years of service by September 1.

**B. For employees hired after June 30, 1994:**

<u>Year</u>		<u>Prob.(.80)</u>	<u>1(.85)</u>	<u>2(.90)</u>	<u>3(.95)</u>	<u>4(1.00)</u>
1994/95	Lunchroom Aides	\$5.96	\$6.33	\$6.71	\$7.08	\$7.45
	Building Aides	6.26	6.66	7.05	7.44	7.83
	Paraprofessionals	7.35	7.81	8.27	8.73	9.19
1995/96	Lunchroom Aides	\$6.12	\$6.50	\$6.89	\$7.27	\$7.65
	Building Aides	6.44	6.84	7.25	7.65	8.05
	Paraprofessionals	7.55	8.02	8.50	8.97	9.44

Increments will be issued at the start of the work year to those employee who worked at least one hundred seventy (170) paid days in the preceding fiscal year.

APPENDIX B  
Job Classifications

The job classifications set forth in Appendix A of this Agreement have been categorized according to qualifications required, the degree of responsibility, complexity, effort and skill of the duties associated with each job. The Employer and the Association agree upon and accept the job classifications and descriptions in effect at the time of ratification of this Agreement as the basis for payment of wages as provided herein.

In the event the Employer changes a classification description or whenever a new bargaining unit job is created by the Employer which is not covered by an existing classification, the Employer shall notify the Association and provide a copy of the classification description of the new or revised job and pay rate and shall, if requested within ten (10) working days after such notification, meet with the Association to discuss the classification and pay rate. If, following such a discussion there is a dispute as to the appropriate pay rate for the new or revised classification description, such dispute shall be an appropriate matter for a grievance initiated at the third step of the grievance procedure. If the grievance is referred to an arbitrator, he or she shall use as the basis for his or her decision, the complexity, responsibility, effort and skill of the new or revised job as compared to other jobs in the bargaining unit.

(This article will not be in effect until a joint study committee makes a recommendation, or about June 1, 1980, to both parties. Upon approval of both parties the said recommendation will be incorporated into the master agreement between the parties.)

## APPENDIX C

### Calendar

The Durand MESPA will agree to adopt the calendar negotiated by the Durand Education Association/SCEA and the Durand Area Schools Board of Education.

The days of work for the year are as follows:

**A. For employees hired prior to July 1, 1994:**

Lunchroom Aides 172 days \*

Building Aides 180 days

Paraprofessional 182 days

**B. For employees hired after June 30, 1994:**

Lunchroom Aides 172 days \*

Building Aides 178 days

Paraprofessional 180 days

- \* Lunchroom Aides will be employed for those days when food service is provided for students. The Employer reserves the right to schedule said employees for additional time as may be required.

DURAND AREA SCHOOLS  
1994-1995 School Calendar

First Day of School	Aug. 29	Presidents' Day	Feb. 20
Labor Day	Sept. 5	Spring Recess	Apr. 3 - 7
Parent/Tchr Conf.	Nov. 10 & 11	Good Friday	Apr. 14
Thanksgiving Recess	Nov. 24-25	Memorial Day	May 29
Christmas Recess	Dec. 19-Jan. 2	End of School Year for Students	June 14

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

	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			

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

	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

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

	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

	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

	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		

	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 (27)
	30 #	31			

	JUNE (10)				
	M	T	W	TH	F
				1	2
	5	6	7	8	9
	12	13	14	15 (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  
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION/MEA

RE: Elimination of Plan C (Article 20)

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

1. The "drug card" co-pay option available in the 1992-94 master contract, will remain available to Pamela Willett and Marie DeFever.
2. This agreement will remain in effect provided MESSA will agree to continue the plan as an available option.
3. The drug card co-pay will be adjusted to reflect the original agreement of the parties (\$2.00 co-pay) .

FOR THE BOARD OF EDUCATION

Sally J. DeLeon

12-1-94

Date

FOR THE ASSOCIATION

Jane Garner, pres

12-5-94

Date