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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

CONTRACT YEARS

2005-06

2006-07

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AGREEMENT

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DURAND EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

This Agreement entered into between the Durand Area Schools (hereinafter referred to as the "Board"), and Michigan Education Association/NEA and it's affiliate, Durand Educational Support Personnel Association, (hereinafter referred to as the "Association".)

PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education and improving educational standards for the children of Durand Area Schools is their mutual aim and that the character of such education depends upon the cooperation of the parties, and

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

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings, which they desire to memorialize;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

A. Pursuant to Act 379, of the Public Acts of 1965, as amended, the Board does hereby recognize 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 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.

B. The term "twelve (12) month" 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 "ten (10) month" shall mean an employee that is regularly scheduled to work less hours per year than regularly scheduled "twelve (12) month employees".

ARTICLE 2 - MANAGEMENT RIGHTS

A. The Board, on its behalf, and on behalf of the electors of the school district, retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities, conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties, facilities, and employees;

2. To manage and direct the working forces, including the right to hire, assign, promote, transfer, suspend, discharge, and demote employees; subcontract; determine the size of the work force and layoff of employees;

3. To determine the services, supplies and equipment necessary to continue its operations and to determine the means, schedules and standards of operation for accomplishing district goals and objectives;

4. To adopt rules and regulations;

5. To determine the qualifications of employees;

6. To determine the number and location or relocation of its facilities, including the establishment or relocation of new school buildings, departments, divisions or subdivisions, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

7. To determine all financial and educational policies;

8. To determine the size of the management organization, its functions, authority and table of organization.

B. The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, practices, and the use of judgment and discretion, 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 the laws of the State of Michigan and the United States.

ARTICLE 3 - ASSOCIATION RIGHTS

A. The Association and its members shall have the right to use school building facilities for meetings as provided by Board Policy. Bulletin boards and other established communication media shall be made available to the Association and its members as provided by Board policy.

ARTICLE 4 - AGENCY SHOP

A. Employees covered by this Agreement shall, within thirty (30) calendar days of their hire by the Board, become members of the Association, or in the alternative, shall pay to the Association each month a service fee determined in accordance with the MEA policy and procedures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

The deduction of dues and service fees is required as a condition of this agreement and shall therefore be payroll deducted pursuant to the authority set forth in MCLA 408.477.

B. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay, after receipt of the amounts by the Business Office, and continuing through the last pay period in May of each year. Monies so deducted will be transmitted to the Association, or its designee, no later than the twenty (20) days following each deduction.

C. In exchange for the Board's cooperation with the Association and its counsel, and for conveying to the Association the right to compromise and settle any dispute involving an involuntary deduction under this Article, the Association will indemnify and hold the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.

ARTICLE 5 - SCHOOL IMPROVEMENT

A. The parties agree that committee decision-making at the building and district level is essential to any school improvement process. Site-based decision-making shall be a recognized process for change, school improvement and improvement in the quality of work life.

B. The Association membership of each building should have the right to participate in the selection of their own member representatives on all building and district decision-making committees.

C. Committees will assume responsibility for the dissemination of information regarding their activities to the affected parties and for the purpose of seeking representative input.

ARTICLE 6 – PROFESSIONAL DEVELOPMENT

A. In order to update the competencies of the employees of the bargaining unit the district may, on an annual basis, provide in-service training for the employees. The Superintendent shall determine the in-service training for the employees of the bargaining unit. Required in-service training programs 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 in-service program.

B. Supervisors shall inform their employees in writing of scheduled in-services and school improvement meetings when their attendance is expected. Notification shall occur no later than five (5) working days prior to the scheduled in-service or school improvement meeting, or other school-related activity. Employees requested to work beyond the regular work day, in order to attend such meetings, will be compensated at their contractual rate of pay.

ARTICLE 7 - HOURS, ASSIGNMENTS AND TRANSFERS

A. If an employee transfers to a position outside the bargaining unit, the employee's bargaining unit seniority will be frozen for one year.

B. Employees required to work in a classification with a higher rate of pay will be paid according to the following:

1. Less than 60 minutes = employee's regular rate of pay.

2. More than 60 minutes = higher classification rate of pay for the total time worked.

C. Whenever short term (less than thirty (30) days) classification work is required that does not conflict with a regular work assignment, the work assignment will be offered, per Article 17-D and in the following order, if possible.

1. Most seniored employee within the classification in the building.

2. Most seniored employee within the classification outside the building.

3. Most seniored and qualified employee outside the classification in the building.

4. Most seniored and qualified employee outside the classification outside the building.

D. Whenever extended (more than thirty (30) days) classification work is required and the assignment will result in an increase in an employee's weekly pay, the assignment will be offered by the section C criteria.

E. The Association and any affected employee(s) shall be given at least three (3) working days advance notice of any change in established shifts and/or additional working hours except in an emergency.

F. Employees are expected to be at their regular assignment location at their scheduled starting time.

G. For every four (4) hours of continuous work an employee may take a fifteen (15) minute rest break. A supervisor may restrict an employee's rest break to on-site.

H. Any change in the work hours of an employee must be approved by a supervisor.

ARTICLE 8 - UNIFORMS & EQUIPMENT

A. Employees, designated below, shall wear uniforms provided by the Board.

Classification	Uniform Sets	Insulated Outerwear
Mechanic	5 (with cleaning service)	1 coat, 1 coverall
Maintenance	5	1 coat, 1 coverall
Laborer	0	1 coat, 1 coverall

Badly worn uniform items may be returned for replacement as needed.

B. The Board will provide all tools and equipment, which will be district property, required to perform the duties of mechanic, maintenance, laborer or custodial employee.

The Board will make the final determination of the type and need regarding tools and equipment. Employees may provide input for these decisions.

ARTICLE 9 - TRANSPORTATION

A. Regular bus runs will be posted and awarded by seniority in the month of August each year. Drivers will be notified in writing of the posting/award date at least three (3) weeks in advance.

B. Noon bus runs will be posted as separate runs and awarded by seniority to drivers with regular runs. In the event noon runs need to be assigned, an inverse seniority assignment will be used.

C. When a regular bus driver is absent for a full day, the Board may assign a substitute driver to cover the pick-up and take home runs. The absent driver's noon run may be assigned to the sub driver or a regular driver. In the event a regular bus driver will be absent for an extended period of time (more than one (1) week), available regular drivers will be offered to cover the absent driver's noon runs.

D. Drivers assigned to complete clerical work for route forms/descriptions, etc. shall be paid their regular pay rate.

E. The Board will pay for the following bus driver requirements:

1. License/endorsement fee.

2. Physical examinations will be performed by physician(s) selected by the Board. (Physical examinations performed by physician(s) selected by the employee will not be accepted, and will be at the expense of the employee.)

   New bus drivers will be reimbursed for their training time, at the probationary extra trip rate, after six (6) months of employment.

F. If a driver is called to work, the minimum pay will be for one and one-half (1 1/2) hours, except in-town shuttles and all kindergarten runs will be one (1) hour minimum.

G. Extra bus trips will be administered according to the following:

1. Extra trips will be distributed by seniority to those drivers who have selected to be on the extra trip driving list. A driver cannot disrupt a regularly assigned run to take an extra trip. Overtime hours paid on extra trips shall be avoided whenever possible.

2. Extra trip list drivers offered a trip must accept the trip or secure another driver from the extra trip list to take the trip. Failure to meet this requirement will result in removal from the extra trip driving list for the balance of the school year.

3. Extra trip assignments will be offered on a continual rotating basis regardless who actually drove a trip assignment or if a trip is canceled.

4. If the extra trip assignments exceed the number of extra trip drivers and there is not enough regular drivers who volunteer to drive the extra trips, regular drivers will be assigned to the extra trip assignments in inverse order of seniority. The driver assigned must drive the trip or secure another driver to take the trip.

5. Extra trips will be posted one (1) week in advance whenever possible.

6. If it is determined, by the Transportation Director, that an extra trip driver will incur meal costs, the Board will reimburse meal costs up to the following: breakfast - $5.50, lunch - $6.50, dinner - $10.00. Meal costs cannot be combined (i.e. lunch and dinner). Receipts must be submitted.

7. If an extra trip driver will incur overnight accommodation costs, the Board will secure the location and arrange for payment of the actual costs.

8. Random trips of less than one (1) hour during the school day may be assigned to drivers at the discretion of the Board.

9. If an extra trip assignment is canceled with less than one (1) hour notice, the driver will be paid one (1) hour of extra trip wage.

ARTICLE 10 - HOLIDAYS & VACATIONS

A. Holidays for twelve (12) month employees include: The Day before New Year's Day, New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Day before Christmas, and Christmas Day.

B. Holidays for ten (10) month employees includes: New Year's Day, President's Day, Good Friday, Memorial Day, Labor Day (if after school starts), Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

C. 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 day must be verified by a doctor's certificate of illness.

D. Should a holiday fall on a Saturday or Sunday, an employee and the supervisor will mutually agree on an alternate day for the holiday schedule.

E. Should a holiday fall on a scheduled day of school, the employee shall work and an alternate day shall be scheduled as a holiday.

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

G. Employees on a layoff, unpaid leave, etc. shall not receive holiday pay.

H. Twelve (12) month employees shall be granted paid vacation as follows:

Full Years Employed	Vacation Days
1	5
2	10
5	12
7	13
10	15

In addition, one-half (1/2) day of vacation shall be allowed for each full year of service to a maximum of twenty (20) vacation days after twenty (20) full years of employment.

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

J. All vacation time shall be taken between July 1 and June 30. Vacation requests must be submitted at least two (2) weeks in advance for administrative approval.

K. The number of employees on vacation at the same time shall be determined administratively considering the district's needs and seniority.

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

M. Unused vacation days shall not accumulate from year to year, nor can a vacation day be waived for extra work and pay.

N. Vacation pay shall be based on the regular number of hours the employee works per day at the regular rate of pay.

ARTICLE 11 - TEMPORARY/SUPERVISORY WORK

A. All persons employed to meet seasonal needs, persons employed to fill demands of a particular situation, or persons substituting for illness or temporary absence are defined as temporary employees. Except as mutually agreed between the Board and the Association, the period of employment of temporary employees shall not exceed ninety (90) consecutive days.

B. Ten (10) month employees will have the opportunity to sign up for regularly scheduled and/or on call labor pools by April 1 of each year.

Labor pool employees who do not perform satisfactorily or refuse work shall be removed from the labor pool upon proper documentation.

Labor pool employees must be qualified to perform any assigned work. Training sessions will be provided as needed for all new labor pool employees, new equipment or special skills. Labor pool employees are required to attend.

The Board shall have the flexibility and right to utilize the labor pool at its discretion.

Labor pool on call work assignments will be on a continuing rotation based on seniority.

Wages for labor pool employees will be set at the labor pool rate in the compensation section of this Agreement. However, ten (10) month custodians who are used for custodial work will receive their regular compensation rate.

C. Supervisory personnel shall limit their work performance on any maintenance job covered by this Agreement to fifty percent (50%) of their time, except in cases of emergency or instruction/training.

ARTICLE 12 - EMPLOYEE RIGHTS & DISCIPLINE

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

B. Each employee shall have the right, upon request, to review the contents of their personnel file. The employee may request a representative of the Association to participate in the review.

C. Any disciplinary action taken against an employee shall be appropriate to the behavior, which precipitated the disciplinary action, and all written disciplinary action will be documented as such.

D. An employee shall at all times be entitled to have a representative of the Association present when being investigated, reprimanded, warned or otherwise disciplined for any infraction of discipline or delinquency in job performance. When a request for representation is made, no action shall be taken with respect to the employee until the Association is present. (This should be part of the record and be signed by the employee.)

E. The private and personal life of any employee is not within the concern of the Board unless the employee's actions reflect detrimentally on the school system.

F. No lie detector device shall be used in an investigation of any employee.

G. Nothing in this agreement shall deny or restrict any individual rights provided under Michigan or United States Law.

ARTICLE 13 - PROTECTION OF EMPLOYEES

A. Any complaint, which may require action by a supervisor, shall be promptly called to the employee's attention. If the employee has inquired about a complaint, then it shall be discussed with the employee.

B. The board recognizes its responsibility to give support and assistance to employees with respect to their interactions with students.

C. Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be held individually liable by the Board for any damage or loss to person or property, except in the case of gross negligence.

D. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. The Board will advise the employee regarding rights and obligations with respect to the assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

E. Time lost by an employee in connection with any incident mentioned in this Article, in which the employee is not at fault, shall not be charged against the employee.

F. The Board will reimburse employees for any loss, damage or destruction of clothing or personal property while on duty on the school premises up to the amount of $100.00 maximum.

G. The District will maintain a bus communication line open and available until all P.M. buses have reported and have returned to base.

H. The District will keep open no less than two telephone lines.

ARTICLE 14 - SENIORITY

A. Seniority shall be determined from the employee's first day of regular work in the District. Seniority shall mean years of uninterrupted, continuous service with the District.

B. Classifications for the purpose of this Article will be custodial, maintenance, food service and transportation. The seniority of employees who change classification will be frozen in each classification.

C. The Association will be provided with an up-to-date seniority list, by classification, at the beginning of each school year. Each classification seniority list shall include each employee's name and last date of hire as a regular employee in the classification.

D. Employees will lose their seniority if: they quit, are discharged, fail to return from a leave under its conditions, or are laid off for a period in excess of two (2) calendar years.

E. New employees shall be considered probationary, without seniority, for the first sixty (60) work days of regular employment.

No probationary period will exceed six (6) months.

New employees are subject to discipline and discharge at the discretion of the Board during their probationary period. Any action taken is not subject to the grievance process.

ARTICLE 15 - JOB VACANCIES

A. Bargaining unit vacancies shall be posted for a period of five (5) business days on the Association bulletin boards and remain posted until 3:00 P.M. on the last day of the posting.

Vacancy postings shall include the requirements for the posting.

B. Vacancies shall be filled on the basis of seniority and qualification as follows:

1. Applicants from within the classification are considered first.

2. Applicants from other classifications are considered second.

3. Applicants from outside the bargaining unit are considered third.

C. Job awards shall be made and notification sent within seven (7) business days of the end of the posting period.

D. After the job award, the applicant shall be on a twenty (20) work day trial period at the job's pay rate. During the trial period, the applicant will be assessed by the supervisor for job performance.

During the trial period the applicant may choose to return to their former position.

If the applicant is determined to be unsatisfactory during the trial period in the position, the supervisor will provide written notice of the reasons for the employees return to their former position.

Any temporary vacancy or a vacancy created during a trial period shall be filled at the discretion of the Board. If a vacancy is filled for more than twenty-five (25) work days the Association shall be notified.

E. If the Board chooses not to fill a vacancy, the Association will be notified in writing.

ARTICLE 16 - EMPLOYEE EVALUATION

A. The purpose of the evaluation is to maintain and/or improve employee performance. The evaluation process will recognize satisfactory/ unsatisfactory levels of performance, identify areas of improvement if necessary, and provide appropriate and specific techniques and/or resources for improvement.

B. Employees shall be evaluated by their supervisor. All formal observations shall be conducted openly.

C. Seniority employees shall be evaluated at least every two years.

D. Employee evaluation rights:

1. If the employee does not agree with the evaluation, the employee may present an attachment, in writing, to the evaluation.

2. Should the evaluation demonstrate that an employee has any area that is unsatisfactory or needs attention, the evaluator shall:

a. identify the specific area(s) that need improvement.

b. provide the employee with specific, appropriate written recommendations for improvement.

c. indicate a timeline for such improvement.

d. provide assistance, which may include time, material, resources and consultant services to implement the recommendations.

E. The contents of an evaluation of employee performance are grievable up to and including the Board level (Level III) of the grievance procedure, but expressly excluded from the mediation level (Level IV) and the arbitration level (Level V).

ARTICLE 17 - COMPENSATION

A. The regular wage rates for employees covered by this Agreement are in Appendix A.

B. Employees working more than forty (40) hours in one week will receive one and one-half (1-1/2) times their regular pay rate for the overtime hours worked.

C. Employees called to work when off duty will be paid a minimum of two (2) hours.

D. Overtime hours will be assigned as equally as practical within classifications by building.

E. Employees shall receive longevity wages in addition to their regular hourly wage as listed in Appendix A (to be paid concurrently with employee's bi-weekly earnings).

F. Employees required to attend special meetings will be paid at the following rates:

Regular/Extra Trip Bus Drivers	Extra Trip rate
Cooks	Regular rate of pay
Custodian	Regular rate of pay

G. Cooks shall be compensated for 2 additional days per year for cleaning.

H. Head Cooks shall be given an additional stipend of 5% for having a "cooks certification"

I. In the event that a cook's helper is not provided, the cook will be provided an additional two hours of paid time.

J. If a community event is held in the school after hours an additional two hours of cleaning time will be provided for each hour of activity.

K. All catering will be paid at the hourly rate for Head Cooks.

ARTICLE 18 - LEAVES

A. Leave days are intended for personal illness, family illness, personal business, bereavement, legal business, or other situations which require attendance during a work day.

Leave days are not for casual or indiscriminate use and shall not be used to extend vacation or Holiday periods. Exceptions may be granted at the discretion of the Superintendent in extenuating circumstances. Whenever possible, leave days to be used for a known situation should be pre-scheduled. Hunting, fishing, recreation and vacationing are not considered proper use of this article.

Improper use of leave days may lead to disciplinary action.

B. Sick leave payment will be based on an employee's regular wage and hours.

Employees shall give as much advance notice as possible for use of sick leave, but not less than one (1) hour, except in an emergency.

Two (2) sick leave days per year may be used for illness in an employee's immediate family: parents, spouse, children or grandchild(ren). Additional days may be granted by the Superintendent.

The Board reserves the right to demand a doctor's certificate of illness.

Sick leave accumulation will be as follows:

Employees Accumulation	Days/Month	Maximum* Days/Year	Accumulative Maximum
Twelve (12) month	1	12	135
Ten (10) month	1	10	90

When an employee changes positions their accumulated sick leave will be pro-rated to the new position by an hours conversion.

*Ten (10) month employees: Should the school year end in the month of May, there will be no sick day issued for the month of June.

C. Employees shall be granted three (3) personal days for the purpose of conducting business affairs, which cannot be conducted outside of work hours. Personal days are deducted from employee's sick leave.

1. Personal day requests shall be submitted three (3) days in advance. In emergencies less notice may be accepted.

2. One (1) additional personal leave day without pay may be requested.

D. Funeral leave days shall be granted up to the following limitations:

1. Five (5) funeral leave days for a death in the immediate family: spouse, parents, brother/sister, children/step child and grandchildren.

2. Three (3) funeral leave days for a death of: parent in-law, children in-law.

3. Two (2) funeral leave days for a death of: brother/sister in-law, grandparent, grandparent in-law.

4. Up to one (1) funeral leave day shall be granted for serving as a pallbearer for a deceased employee during regular work hours.

5. The Association shall be granted one (1) funeral leave day to attend the funeral of a deceased association member.

E. Jury Duty service will be compensated by the difference between regular pay and jury duty pay.

F. The Association shall be granted two (2) paid leave days each year to be used at the Association's discretion. Requests for use must be submitted three (3) days in advance.

1. State/national convention or conference attendance. With one (1) months prior written notice up to two (2) Association members may attend a conference. The Association accumulates two (2) days per year to a maximum of four (4) days for conference attendance.

G. Leaves without pay shall be granted for the following reasons:

1. Personal illness leave for up to twelve (12) months.

2. Notwithstanding any other provision of this agreement, the district reserves the right to exercise those rights afforded to it under the Family Medical and Leave Act and the rules adopted by the federal government for its implementation in assessing unpaid leave requests from eligible employees.

H. An employee returning from an unpaid leave of six (6) months or less will have the option to return to the same position held at the time the leave was granted with the same hours and shift, if possible.

An employee returning from an unpaid leave of more than six (6) but less than twelve (12) months will return to a classification by seniority rights. Employees in excess of twelve (12) months of unpaid leave may be terminated at the discretion of the Board.

I. Act of God Days will institute the following special conditions:

1. All twelve (12) month personnel will report to work, unless otherwise notified.

2. Ten (10) month custodial employees may be called into work.

3. After the first two (2) Act of God days, ten month employees who do not work will not be paid.

4. Notice to bus drivers through the phone chain will begin prior to 5:45 a.m. If the notice does not begin by the stated time and bus drivers report to drive, they will be paid their morning run hours at the "stand-by" rate.

ARTICLE 19 - NEGOTIATIONS

A. The cost of printing of this Agreement shall be shared by the Association and the Board.

B. This Agreement constitutes the sole and entire agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment, which shall prevail during its duration. This contract is subject to amendment, alteration, addition or waiver only by a subsequent written agreement between the Association and the Board.

C. Contract maintenance meetings will be held by representatives of the Board and the Association to review the administration of the contract, discuss matters of common concern and to resolve problems.

These meetings are not intended to bypass the grievance procedure. If possible, each party should submit to the other, preferably prior to the meeting, an agenda covering what they wish to discuss.

D. If any provision of this contract is deemed invalid under federal and/or state law, said provision shall be modified by the parties to comply with the requirements of the law. All other provisions shall remain in full force and effect.

E. Either party may reopen this agreement on July 1 of each year by giving the other party notice in writing on or before the preceding March 1.

Either party is limited to a maximum of three (3) issues during a contract reopening.

ARTICLE 20 - LAYOFF/RECALL

A. In the event the Board determines to eliminate positions and/or to reduce the work force, such reductions shall take place on the basis of seniority within each job classification. The order of layoff will follow the process listed below:

1. Employees must be qualified in all respects to perform the duties of the position.

2. Probationary employees within the classification will be laid off.

3. Ten (10)-month employees within the classification will be laid off by inverse order of seniority.

4. Twelve (12)-month employees within the classification will be laid off by inverse order of seniority.

B. Employees laid off by this process shall have the right to displace employees in other classifications provided:

1. They must be qualified and have the ability to perform the work required.

2. They must have more seniority in the classification.

3. They may only displace the least senior employee in an equal or lower paying classification.

4. They may only displace an employee in a position, which has an equal or lower number of hours to be worked on an annualized basis.

C. Employees to be laid off for an indefinite period of time will be provided at least thirty (30) calendar days notice of layoff. The Association shall receive a list of the employees being laid off on the same date the notices of layoff are issued to the employees.

D. During a layoff an employee's entitlement to wages, insurance and other benefits are terminated..

E. An employee on layoff will remain on the recall list for two (2) years.

In the event of a recall, the process of recall shall be:

1. Employees shall be recalled in the inverse order of lay off to positions for which they have current or frozen seniority.

2. The Board shall give written notice of recall by certified mail to the employee's last known address on file with the Board.

3. The employee shall notify the Board of their intent to return on the date specified in the recall notice within seventy-two (72) hours of receiving the recall notice. If an employee fails to notify the Board of their intent to return within seventy-two (72) hours of receipt of the notice of recall, they shall be continued on layoff.

ARTICLE 21 - RETIREMENT

A. Employees who have reached an age and experience level so as to entitle them to retire under the Michigan Retirement Law, and do elect to retire from the District shall be eligible for a lump-sum payment of accumulated sick leave in accordance with the following chart and those restrictions and limitations found herein.

Category	Years of Continuous Service Completed in Durand Area Schools	Rate Per Accumulated Sick Leave
5	5 yrs to 7 ½ yrs	$35.00 per day
10	7 ½ yrs to 12 ½ yrs	$39.20 per day
15	12 ½ yrs to 17 ½ yrs	$44.80 per day
20	17 ½ yrs to 22 ½ yrs	$57.40 per day
25	22 ½ yrs to 27 ½ yrs	$63.70 per day
30	27 ½ yrs or more	$70.00 per day

Years of continuous service shall be computed from the last date of hire, and subject to the foregoing, shall include that continuous service time earned in this district prior to inclusion in a reorganization or annexation through the present day.

ARTICLE 22 - INSURANCE

A. Based on each employee's date of hire and regularly scheduled work hours, employees may be eligible for some insurance benefit.

B. If an employee meets the insurance benefit eligibility requirements, the Board shall provide the following MESSA PAK programs:

Pak A – Choices II ($0 deductible, $5.00/10.00 Rx); Delta Dental (Class I, 75; Class II, 75; Class III, 60; Class IV, 75; max: UCR); VSP 3+ Vision Plan; $30,000 Term Life Insurance; LTD (120 day 70% of salary; $5,000 max).

Pak B – Delta Dental (Class I, 80; Class II, 80; Class III, 80; Class IV, 80; max: UCR), VSP 3+ Vision Plan, $50,000 Term Life Insurance, Dependent Life ($2,000/spouse, $2,000 children); LTD (120 day 70% of salary; $5,000 max).

C. Insurance Benefit Eligibility Requirements:

1. Employees must be regularly scheduled to work forty (40) hours per week for fifty-two (52) weeks per year to be eligible for Pak A benefits.

2. Employees regularly scheduled to work twenty (20) hours per week minimum for the entire school year will be eligible for Pak B benefits.

3. There shall be no double coverage of hospitalization insurance. Each employee must present an assurance that they are not covered by other hospitalization insurance protection provided through a spouse or other employer.

4. Employees will contribute 10% of the monthly healthcare premium of Pak A, up to a maximum cap of $120 per monthly premium, which will be deducted through payroll deduction. The 12 monthly premium payments will be equally divided and withheld through payroll deduction from September through May/June annually. The employee may elect to purchase benefits through payroll deduction on a pre-tax basis.

5. Option:

Waiver – If an eligible employee chooses not to participate in Pak A, as provided for in this agreement, the employee shall file a waiver of health benefits with the Durand Area Schools central office. Upon receipt, the waiver will be processed for the next available premium month (i.e. employee submits waiver on 7/2/04, waiver becomes effective on 8/1/04 to coincide with the monthly premium due date) and employee will receive $200 per month ($2,400 annually) paid over 26 pays with appropriate payroll taxes withheld.

D. The following DESPA employees that receive benefits as of June 30, 2005 will continue to receive those benefits as long as they remain in the position they held as of June 30, 2005.

Employee	Benefit as of June 30, 2005	Explanation
Linda Sprague	Waiver	Qualifies for Pak B or Waiver
Suzanne McGuire	Pak A	Qualifies for Pak A if regularly scheduled to work 5 or more hours per day
Janette Strickland	Pak A	Qualifies for Pak A if regularly scheduled to work 5 or more hours per day
Teresa Hottum	Pak A	Qualifies for pro-rated Pak A premium Based on a seven (7) hour workday if Regularly scheduled to work 4 or more hours per day

E. If an employee moves to another position within the DESPA unit, the employee will only be eligible for benefits if they meet the eligibility requirements in Section C of this Article.

F. Employees on unpaid leaves in excess of thirty (30) calendar days (except for those on leave under the Family Medical & Leave Act) may continue their insurance coverage at their own expense under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Payment details will be arranged through the Business Office.

ARTICLE 23 - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be an alleged violation of the expressed terms of this agreement.

2. It is agreed that a grievance in response to discharge or demotion shall be deemed abandoned if the grievant(s) files a claim or complaint seeking the same remedial relief as stated in the grievance in any other forum established by law or by regulation having the force of law.

3. The term "days" shall mean days in which school is in session. During the summer months, the term "days" shall mean regular business days on which the administration building is open.

B. General Conditions

1. A written grievance shall be filed on the form in Appendix C.

2. Grievances not within the power and/or scope of the immediate supervisor to resolve may be entered at the Level Two (2) of the grievance procedure within twenty (20) days.

C. Hearing Levels

Level 1. An employee and/or Association having cause for a complaint shall, within twenty (20) days of its occurrence or knowledge of its occurrence, file a grievance form (Appendix C) with the immediate supervisor. An Association representative may participate if requested by the employee. A copy of the grievance form shall be given to the Association by the grievant at the time of filing. The immediate supervisor shall issue a decision within ten (10) days to the grievant and a copy filed with the Association by the immediate supervisor. After the filing of the grievance, an extension of up to ten (10) additional days shall be granted at the request of either party.

Level 2. If the grievance is not resolved or a decision is not issued at Level 1, the employee and/or Association may file the grievance with the Superintendent within ten (10) days.

The Superintendent or designated agent shall arrange a meeting with the grievant and/or Association representative to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or designated agent shall issue a decision in writing, transmitting a copy to the grievant and the Association.

If the employee and/or the Association are not satisfied with the disposition of the grievance or if no decision is issued, the Association may decide to take the grievance to Level 3 within ten (10) days.

Level 3. The Association and/or the Superintendent may initiate a hearing by the Board. If a Board hearing is requested, the Board, not later than its next regular meeting or ten (10) days, whichever shall be later, shall hold a hearing on the grievance. Disposition of the grievance by the Board shall be issued in writing within ten (10) days.

Level 4. Following the decision by the Board, if requested, or the Superintendent's decision if a Board hearing is not requested, either party may request mediation by MERC within ten (10) days.

Level 5. If as a result of mediation the grievance is not resolved, the Association may appeal the grievance to the American Arbitration Association within ten (10) days.

D. **General Arbitration Provisions**

1. The arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

2. The parties may mutually agree to an arbitrator.

3. The fees and expenses of the arbitrator shall be paid by the loser.

   The Association and the employer shall pay their own costs of representation, witnesses, transcripts, etc.

4. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

5. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

E. **Restrictions on the Arbitrator's Authority:**

1. The arbitrator shall have no power to add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.

2. The arbitrator shall have no power to rule on the content of an evaluation, unless the claim is that the content is false or in error. The arbitrator shall have the power to rule on the procedure.

3. The arbitrator shall have the power to rule on any discipline resulting from an evaluation.

4. The arbitrator shall have no power to interpret state or federal law.

F. Should an employee and/or Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant and/or association fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred.

G. All preparation filing, or presentation of grievances shall be held at times other than when the employee or Association representative are to be at their assigned duty stations except as agreed by the parties. In such instances, employees will suffer no loss of pay.

H. The time limits provided in this Article shall be strictly observed but may be extended by mutual agreement of the parties.

I. Any claim or grievance arising prior to the expiration of this Agreement may be processed through the grievance procedure until resolution.

J. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

K. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

2005-06 SCHOOL CALENDAR

August 24, 2005	Professional Development for Teachers
August 25, 2005	Professional Development for Teachers
August 26, 2005	Teacher Work Day - Welcome Back Breakfast
August 29, 2005	1/2 Day - 1st Day Students, 1/2 Day PD for Teachers
August 30, 2005	1/2 Day Students, 1/2 Day PD for Teachers
September 2, 2005	NO School Labor Day Weekend
September 5, 2005	NO School Labor Day
October 28, 2005	End of the 1st Marking Period
November 7-11, 2005	Week for Parent-Teacher Conferences
November 11, 2005	No School Students, 1/2 Day Conferences, 1/2 Day PD Teachers
November 23, 2005	No School, Teacher Comp Day
November 24 &25, 2005	Fall Break
Dec 22 - January 3, 2006	Winter Break
January 4, 2006	Students Return to School
January 13, 2006	End of the 1st Semester (2nd marking period)
January 16, 2006	No School - Records Day
February 17, 2006	No School - President's Weekend
February 20, 2006	No School - President's Day
March 17, 2006	No School - End of the 3rd Marking Period
April 3 - 7, 2006	No School - Spring Break
April 10, 2006	Students Return to School
April 14, 2006	No School - Good Friday
April 27, 2006	No School - Professional Development for Teachers
May 25, 2006	1/2 Day for Students, 1/2 PD for Teachers
May 26, 2006	Last Day, 1/2 Day for Students - 1/2 Day PD for Teachers
May 30, 2006	Records Day

2006-07 SCHOOL CALENDAR

August 23, 2006	Professional Development for Teachers
August 24, 2006	Professional Development for Teachers
August 25, 2006	Welcome Back - Teacher Work Day
August 28, 2006	1/2 Day, 1st Day Students - 1/2 Day PD for Teachers
August 29, 2006	1/2 Day Students, 1/2 Day PD for Teachers
September 1, 2006	No School Labor Day Weekend
September 4, 2006	No School Labor Day
October 27, 2006	End of the 1st Marking Period
November 6-10, 2006	Week for Parent-Teacher Conferences
November 10, 2006	No School for Students, 1/2 Day Conferences-1/2 Day PD for Teachers
November 22, 2006	No School, Teacher Comp Day
November 23 & 24, 2006	No School, Fall Break
Dec. 21 - January 2, 2007	No School, Winter Break
January 3, 2007	Students Return to School
January 12, 2007	End of 1st Semester (2nd marking period)
January 15, 2007	No School - Records Day
February 16, 2007	No School President's Weekend
February 19, 2007	No School President's Day
March 16, 2007	No School End of the 3rd Marking Period
March 19, 2007	No School
April 2 - 6, 2007	No School, Spring Break
April 9, 2007	Students Return to School
April 26, 2007	No School for Students, Professional Development for Teachers
May 24, 2007	1/2 Day Students, 1/2 Day PD for Teachers
May 25, 2007	1/2 Day Students, Last Day, 1/2 Day PD for Teachers
May 29, 2007	Records Day

DURATION OF AGREEMENT

This agreement shall be effective upon ratification by the Board of Education and the Association and shall continue in effect for two (2) years until the 30th day of June 2007.

IN WITNESS WHEREOF, The parties execute this agreement by their duly authorized representatives having affixed their signatures below.

FOR THE SCEA/DURAND EDUCATION SUPPORT PERSONNEL ASSOCIATION:		FOR THE BOARD OF EDUCATION:	
Paul Mayer	7-8-05	Andrew P. Zick	7-11-05
Billie Madden	7-8-05	Robert L. Sleeper	7-11-05
Lana Gaul	7-8-05	Jim Harper	7-11-05
Larry Milton	7-8-05	Michael J. Repin	7-11-05
		Kacey J. Silberman	7.11.05
		Steven LeFogt	7.11.05
		Amy J. Roddy	7-11-05

APPENDIX A – HOURLY WAGE SCHEDULE

DESPA 2005-06 School Year

0% Increase

			DESPA LONGEVITY SCHEDULE			
	Probationary	Base	$0.30/hour 3-6 Years	$0.32/hour 7-9 Years	$0.35/hour 10-14 Years	0.37/hour 15+ Years
Bus Mechanic	$17.07	$18.47	$18.77	$18.79	$18.82	$18.84
Maintenance	$17.07	$18.47	$18.77	$18.79	$18.82	$18.84
Custodian	$13.81	$14.66	$14.96	$14.98	$15.01	$15.03
Regular Bus Driver	$13.45	$14.14	$14.44	$14.46	$14.49	$14.51
Laborer	$13.81	$14.66	$14.96	$14.98	$15.01	$15.03
Head Cook	$10.83	$11.35	$11.65	$11.67	$11.70	$11.72
Head Cook w/ Certification	$11.37	$11.92	$12.22	$12.24	$12.27	$12.29
Cook's Helper	$8.73	$9.34	$9.64	$9.66	$9.69	$9.71
Stand By Driver	$9.89	$9.89	$10.19	$10.21	$10.24	$10.26
Summer Labor Pool	$9.25	$9.25	$9.55	$9.57	$9.60	$9.62
Extra Trip Driver	$9.89	$9.89	$10.19	$10.21	$10.24	$10.26

DESPA 2006-07 School Year

It is agreed by the Board and the Association that the 2006-07 hourly wage schedule shall be negotiated prior to the 2006-07 school year.

APPENDIX A - HOURLY WAGE SCHEDULE

DESPA 2007-2008 School Year

1.75% Increase

			DESPA LONGEVITY SCHEDULE - Per Hour			
Position	**Probationary**	**Base**	$0.30 **3-6 Years**	$0.32 **7-9 Years**	$0.35 **10-14 Years**	$0.37 **15+ Years**
Bus Mechanic	$17.72	$19.17	$19.47	$19.49	$19.52	$19.54
Maintenance	$17.72	$19.17	$19.47	$19.49	$19.52	$19.54
Custodian	$14.34	$15.22	$15.52	$15.54	$15.57	$15.59
Regular Bus Driver	$13.96	$14.68	$14.98	$15.00	$15.03	$15.05
Laborer	$14.34	$15.22	$15.52	$15.54	$15.57	$15.59
Head Cook	$11.24	$11.78	$12.08	$12.10	$12.13	$12.15
Head Cook w/ Certification	$11.81	$12.37	$12.67	$12.69	$12.72	$12.74
Cook's Helper	$9.07	$9.70	$10.00	$10.02	$10.05	$10.07
Stand By Driver	$10.27	$10.27	$10.57	$10.59	$10.62	$10.64
Summer Labor Pool	$9.61	$9.61	$9.91	$9.93	$9.96	$9.98
Extra Trip Driver	$10.27	$10.27	$10.57	$10.59	$10.62	$10.64

DESPA 2008-2009 School Year

1.75% Increase

			DESPA LONGEVITY SCHEDULE - Per Hour			
Position	**Probationary**	**Base**	$0.30 **3-6 Years**	$0.32 **7-9 Years**	$0.35 **10-14 Years**	$0.37 **15+ Years**
Bus Mechanic	$18.03	$19.51	$19.81	$19.83	$19.86	$19.88
Maintenance	$18.03	$19.51	$19.81	$19.83	$19.86	$19.88
Custodian	$14.59	$15.49	$15.79	$15.81	$15.84	$15.86
Regular Bus Driver	$14.20	$14.94	$15.24	$15.26	$15.29	$15.31
Laborer	$14.59	$15.49	$15.79	$15.81	$15.84	$15.86
Head Cook	$11.44	$11.99	$12.29	$12.31	$12.34	$12.36
Head Cook w/ Certification	$12.02	$12.59	$12.89	$12.91	$12.94	$12.96
Cook's Helper	$9.23	$9.87	$10.17	$10.19	$10.22	$10.24
Stand By Driver	$10.45	$10.45	$10.75	$10.77	$10.80	$10.82
Summer Labor Pool	$9.78	$9.78	$10.08	$10.10	$10.13	$10.15
Extra Trip Driver	$10.45	$10.45	$10.75	$10.77	$10.80	$10.82

APPENDIX B – LEAVE FORM

NAME: _____ DATE: _____

DATE LEAVE WILL BEGIN: _____

DATE LEAVE WILL END: _____

RETURN NOTIFICATION DATE: _____

ELECTION OF INSURANCE CONTINUATION: YES ☐ NO ☐

EMPLOYEE SIGNATURE: _____

For office use only

INSURANCE PAYMENT REQUIRED: $ _____

PAYMENT DUE DATE: _____

COMMENTS:

_____

_____

_____

APPROVAL
SIGNATURE: _____ DATE: _____

APPENDIX C - GRIEVANCE FORM

Person(s) filing grievance: _____
Building: _____ Assignment: _____

LEVEL 1 (Immediate Supervisor)

Date of initial filing: ___/___/___ *(Must be within twenty (20) days of occurrence or knowledge of occurrence of alleged contract violation.)*

Date of violation: ___/___/___
Description of violation *(Use attachment if necessary):* _____
_____
_____

Contract provisions violated:
Contract Article _____, Section _____, Page _____
Contract Article _____, Section _____, Page _____
Contract Article _____, Section _____, Page _____

Relief sought *(Use attachment if necessary):* _____
_____
_____
_____ Check here if attachment(s) are included.

Signed _____ **Received by** _____ ___/___/___
Person filing or DEA Rep.

_____ Copy to Association by grievant

Last day for decision: ___/___/___ *(within ten (10) days of filing)*
Ten (10) day extension requested _____ by supervisor, _____ by grievant

Disposition of grievance: _____ Upheld, _____ Denied. *Conditions (Use attachment if necessary):*
_____
_____
_____ Check if attachment(s) are included.

Signed _____ ___/___/___/ **Received by** _____ ___/___/___
Supervisor Date Date

_____ Copy to Association by Supervisor

LEVEL 2 (Superintendent or designee)

Date of filing: ___/___/___ *(Must be within ten (10) days of decision at Level 1.)*
_____ Check if new attachment(s) and/or information is included

Date of meeting to discuss grievance: ___/___/___
Persons present: _____
_____

Last day for decision *(within ten (10) days of meeting):* ___/___/___

Disposition of grievance: _____ Upheld, _____ Denied. *Conditions (Use attachment if necessary):*
_____
_____
_____ Check if attachment(s) are included.

Signed _____ ___/___/___/ **Received by** _____ ___/___/___
Superintendent Date Date

_____ Copy to Association by Superintendent

Level 3 (Board hearing if requested)

Date of request *(must be within 10 days of decision at Level 2):* ___/___/___

Requested by: _____

Date of hearing: ___/___/___
Last day for decision *(within ten (10) days of hearing):* ___/___/___

Last day for decision *(within ten (10) days of meeting):* ___/___/___

Disposition of grievance: _____ Upheld, _____ Denied. *Conditions (Use attachment if necessary):*
_____
_____
_____ Check if attachment(s) are included.

Signed _____ ___/___/___/ **Received by** _____ ___/___/___
Board Representative Date Date

LEVEL 4 (Mediation)

Date of request *(must be within 10 days of Board's decision, if a hearing is requested, or within 10 days of Superintendent's decision)* ___/___/___

Requested by: _____

Please attach a copy of the parties' interpretation of the Mediator's recommendations or report.

LEVEL 5 (Arbitration)

Date of request *(must be requested within 10 days of the end of mediation)* ___/___/___

Requested by:_____

Please attach a copy of the Arbitrator's report.