

# **AGREEMENT**

**Between the**

**DECATUR PUBLIC SCHOOL DISTRICT BOARD OF EDUCATION**

**and the**

**VAN BUREN COUNTY EDUCATION ASSOCIATION/  
DECATUR EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

**for**

***2009-2011***



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**CALENDAR 2010-2011**  
**Decatur Public Schools**

August 31, 2010	All Teachers 6.3 hours Professional Development
September 1, 2010	All Teachers 6.3 hours Professional Development
September 7, 2010	First Day of School
October 1, 2010	All Teachers 6.3 hours Professional Development
November 5, 2010	Records Day ½ Day All Students
	<b>End of First Marking Period (43 days)</b>
Week of November 8, 2010	K-12 Conferences
November 11, 2010	K-8 Conferences, ½ Day K-8 Students
November 12, 2010	No School
November 24-26, 2010	No School – Thanksgiving Break
December 20-31, 2010	Holiday Break
January 3, 2011	School Resumes
January 17, 2011	All Teachers 6.3 hours Professional Development
January 27, 2011	Semester Exams (1/2 Day Students 9-12)
January 28, 2011	Records Day ½ Day All Students
	<b>End of Second Marking Period (45 days)</b>
Week of February 14, 2011	K-12 Conferences
February 17, 2011	K-8 Conferences, ½ Day K-8 Students
February 18, 2011	No School
February 21, 2011	Winter Break
April 1, 2011	Records Day ½ Day All Students
	<b>End of Third Marking Period (43 days)</b>
April 4-8, 2011	Spring Break
April 22, 2011	Good Friday – No School
May 13, 2011	All Teachers 6.3 hours Professional Development
May 30, 2011	No School – Memorial Day
June 8, 2011	Semester Exams 1/2 Day Students 9-12
June 9, 2011	½ Day All Students, Records Day
	<b>End of Fourth Marking Period (41 days)</b>
June 10, 2011	Last Day Teachers, ½ Day

172 Student Days

177.5 Teacher Days

Open House will be scheduled September 1, 2010 from 5-7 p.m. at Davis and Middle School and 6-8 p.m. at the High School.

Any time missed due to conditions not within the control of school authorities (as defined by MDE) that jeopardizes required instructional time will be added to the end of the school year.

1/18/10

## **ARTICLE I AGREEMENT**

This Agreement is entered into, effective July 1, 2009, by and between the Decatur Board of Education of Van Buren and Cass Counties, Decatur, Michigan, hereinafter called the “Board” and the Van Buren County Education Association/Decatur Educational Support Personnel Association, MEA-NEA, hereinafter called the “DESPA” or the “Association”.

## **ARTICLE II RECOGNITION**

- A. The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for all support personnel including all full and part-time custodial/maintenance, aides, regular bus drivers, secretaries and food service personnel, but excluding supervisors, the two (2) central office bookkeepers, the secretary to the Superintendent and all other employees.

Unless otherwise indicated, the term “support personnel” when used hereinafter in the Agreement shall refer to all members of the above-defined bargaining unit.

- B. Both parties agree to abide by their respective obligations under the Public Employment Relations Act.
- C. The general purpose of this Agreement is to set forth the wages, hours, working conditions and other conditions of employment.

## **ARTICLE III EMPLOYER RIGHTS**

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws, or any other laws or regulations, provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished hereby by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
  2. Continue its rights, policies, and practices of assignment and any direction of its personnel, and the right to establish, modify, or change any business or school hours or days.
  3. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or providing its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
  4. Adopt rules and regulations.

5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions, thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
  6. Determine the placement of operations, production, service, maintenance, or distribution of work and the source of materials and supplies.
  7. Determine the financial policies, including all accounting procedures.
  8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
  9. Establish training programs for employees and require attendance at any workshop, conference, etc., by employees, including special programs during bargaining unit members' regular working hours.
  10. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, determine the size of the work force and lay off employees.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Board and administration.

#### **ARTICLE IV ASSOCIATION RIGHTS**

- A. The Association and its representatives shall have the right to use school facilities and equipment at reasonable times when such facilities are not otherwise in use and upon prior approval by the administrator responsible for such facilities and equipment. Approval shall not be unreasonably withheld.

The Association shall be responsible for proper use of all facilities and equipment, including leaving them in the same condition as they were prior to the Association's use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for any damages caused to said equipment by improper use by individuals using it for Association business.

- B. The Association shall have the right to post notices of activities and matters of Association concern on designated employee bulletin boards in non-student areas of each building or facility to which bargaining unit members may be assigned. Bulletin boards for official postings and Association use will be located in the following places:

Bus Drivers – Bus Garage  
Bergen Building - Teachers’ Lounge  
Davis Building - Teachers’ Lounge  
Decatur Middle School – Teachers’ Lounge  
Decatur High School – Teachers’ Lounge  
Food Service – High School Kitchen Area

The Association may use the inter-school district mail system to distribute Association material. A copy of all such notices will be forwarded to the Employer.

C. Association Representation:

Upon request, employees have the right to have an Association Representative present during meetings with administrators when the employee believes that disciplinary action may result. In those situations, Support Personnel shall, upon request, be represented by Association Representatives and/or MEA Staff, or in the absence of the regular Association Representative, by an Alternate Association Representative. Both Association Representatives and Alternate Association Representatives shall be members of the bargaining unit. The Association shall furnish, in writing to the Board, the names of Association Representatives and Alternate Association Representatives upon their election or appointment. Should the Association Representative be required to attend a meeting called by the Board during working hours, they shall suffer no loss of pay thereby.

D. AGENCY SHOP

1. Service Fees - Each bargaining unit member shall, as a condition of employment:

- a. On or before Ninety (90) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or
- b. Pay a Service Fee to the Union, pursuant to the Union’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 Union dues collected from Union 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 Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member’s wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.

2. Objections Policy

Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Union has established a “Policy Regarding Objections to Political-Ideological Expenditures.” That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or

complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

### 3. Dues Deductions

Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-twentieth (1/20<sup>th</sup>) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

### 4. Payroll Deduction

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, contributions or any other plans or programs jointly approved by the Union and Employer.

## **ARTICLE V SUPPORT PERSONNEL RIGHTS AND PROTECTION**

### A. Discipline:

1. The word “discipline” in reference to “just cause” would include anything in writing that would contain a warning, a reprimand or other disciplinary action.
2. No non-probationary support personnel employee shall be disciplined or discharged without just cause. The specific grounds forming the basis for disciplinary action will be made available to the support personnel employee in writing.
3. The Association President shall be notified verbally of any imposition of discipline on a bargaining unit member, but details of the disciplinary action shall not be divulged without the employee’s consent.

### B. Assaults:

Any case of assault upon a support personnel employee shall be promptly reported to the Employer. The school district shall promptly render reasonable assistance to the support personnel employee in connection with the handling of the incident by law enforcement authorities. This requirement of reasonable assistance shall not apply if the employee provoked the incident or otherwise contributed to the occurrence. When reasonable assistance is rendered, the employee shall fully cooperate with school administrators and law enforcement authorities in the investigation of the assault.

C. Files and Records:

Support personnel employees shall, upon proper notification to the Superintendent, be permitted to review the contents of their personnel files. Support personnel employees shall be given copies of all evaluative and/or disciplinary materials which are placed in their personnel files and shall, upon request from the administration, sign for receipt of such material. Any support personnel employee who disagrees with the information contained in his/her personnel file may submit a written rebuttal.

- D. The School District shall attempt to normally have one (1) volunteer chaperone on each spectator bus to “away” sporting events. The chaperone must be an adult volunteer authorized by the building principal. The school district shall be excused from this requirement if sufficient numbers of volunteer adult chaperones are not available.

**ARTICLE VI WORK DUTIES AND COMPENSATION**

- A. The employment schedule of support personnel employees shall be as set forth in Appendix A.

- B. The basic compensation of the support personnel employee shall be as set forth in Appendix B. There shall be no deviation from said compensation rates during the life of this Agreement.

- C. The following conditions shall apply to all overtime work:

1. Employees covered by this contract, shall receive overtime pay for hours worked in excess of 40 in a workweek at a rate not less than time and one-half their regular rates of pay. No employee will have their schedule altered to avoid overtime payment. Compensatory time may be substituted for overtime at the 1-1/2 rate if the employee and his/her supervisor agree to do so. Anytime compensatory time not used by June 30<sup>th</sup> of each year shall be paid.
2. All hours paid (except for vacations) shall be considered hours worked for purposes of computing overtime.
3. If a custodial/maintenance overtime assignment is declined by available employees in that classification, the employer shall have the right to assign the overtime to the least senior custodian. Custodial/maintenance overtime assignments will be offered on a rotating basis in order of seniority. For example, on the first occasion the District requires overtime they will first ask the person with the most seniority and then move him/her to the bottom of the list. On the second occasion they will first ask the second most senior person and then move him/her to the bottom of the list and continue in this manner through the seniority list. If the first person asked refuses, then the Employer shall ask the next person on the list. Persons who refuse an assignment will be moved to the bottom of the list. If all custodial/maintenance personnel refuse, the Employer shall have the right to assign the overtime work to the least senior person in the district.
4. Overtime, Holiday and Sunday Pay:

Overtime hours over forty (40) hours in one week, will be compensated at one and one-half (1-1/2) time. Holiday and Sunday pay shall be at double time (2 times) the regular rate.



Overtime rate of pay for drivers will be determined by using 1.5 times the “average hourly rate”. The overtime rate will then be multiplied by the number of overtime hours.

5. Overtime shall be limited to four (4) hours overtime when the overtime assignment is in addition to an eight-hour shift, except in case of emergency. The employer shall ask bargaining unit members to fill overtime assignments as per section 3 above, when overtime of five (5) continuous days or less exists. Any overtime over five (5) continuous days may be filled by a per diem substitute. For new employees hired after July 1, 1994 the five continuous days shall be reduced to three.
  6. Pay for custodial/maintenance employees during rental periods will be specified in the master agreement.
- D. The fringe benefits of the support personnel Association employees shall be set forth in Appendix C.

### **ARTICLE VII SENIORITY**

- A. Definition of Seniority: Seniority shall be defined as the length of continuous service within a job classification included in the bargaining unit. The job classifications under this Agreement shall be Maintenance/Custodial; Bus Driver; Secretary; Instructional and Media Aide; Noon/Recess Aide; Food Service. Accumulation of seniority shall begin on the employee’s first working day within a classification, subject to paragraph E of this Article. In the event that more than one individual has the same amount of seniority, position on the seniority list shall be determined first by the earliest hire date (the first day of work for which they are paid). If a tie still exists, the position shall be determined by casting lots.
- B. Part-time employees (less than half time - fifteen (15) hours per week or less) shall accrue seniority on a half-time basis. Bus drivers driving two (2) runs per day shall be considered full time, for purposes of seniority only. Drivers driving one (1) run or less per day will be considered half time, for purposes of seniority only. This means that seniority must be computed for each day and then totaled for each year. Extra runs do not count toward seniority for regular drivers. Seniority shall not accrue during voluntary unpaid leaves.
- C. Those Bargaining Unit Members called in by the District to work during a voluntary unpaid leave, shall receive seniority credit only for time worked.
- D. Seniority shall be computed utilizing years and days. A support personnel employee working 170 days or more in one fiscal year, July 1 - June 30, shall be given one (1) year of seniority. Employees who work less than 170 days in a year will have their seniority reported in actual days worked for that year and when a combination of partial years equal 170 days, those 170 days will be converted to one (1) year.
- E. All new support personnel employees shall be on probation for the first sixty (60) days worked. Probationary support personnel employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. Probationary support personnel employees shall have all the rights and benefits under this Agreement except probationary employees may be discharged for reasons sufficient to the Board without access to the grievance procedure.

- F. Employees seeking classification transfer shall agree to probation for the first thirty (30) days worked in the new classification. Past accumulated seniority shall remain frozen. The employee shall receive one written evaluation from his/her immediate supervisor during the period beginning on the twelfth day worked following transfer through the eighteenth day worked following transfer. At the end of the probationary period, should the employee be deemed unqualified to continue in the new classification, he/she shall be immediately reassigned to the previous position the employee vacated. No rights or benefits under this agreement shall be denied. The employee shall be paid according to the scale wherein he/she is employed.
- G. The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted in all buildings of the district and shall be given to all support personnel within thirty (30) working days after the effective date of this Agreement, with revisions and updates prepared and posted annually thereafter. The seniority list will reflect the hire date (the starting day of work for which they are paid) and the total length of service in years and days. A copy of the seniority list and subsequent revisions shall be furnished to the Association President. If no objections are received within thirty (30) working days thereafter as to the accuracy of the seniority list, the Employer's list shall be regarded as conclusive.
- H. Seniority shall be lost by support personnel upon termination, resignation, retirement or transfer to a non-bargaining unit position.
- I. Should a regular route bus driver be laid off, the driver will be offered substitute opportunities before other substitute drivers.

### **ARTICLE VIII VACANCIES, TRANSFERS AND ASSIGNMENTS**

- A. A "vacancy" shall be defined as a newly-created position within a classification that is represented by the Association or a present position within a classification that is represented by the Association and which becomes vacant by reason of permanent separation (resignation, retirement, death, discharge or voluntary leave of one (1) or more years) of the bargaining unit member formerly in that position. The employer shall not be required to fill job vacancies where the job is eliminated pursuant to reduction in force or attrition.
- B. Vacancies shall be posted for not less than five (5) work days in a conspicuous place in each school building prior to permanent filling of the vacancy. Bus route vacancies will be posted at the bus garage only. Interested bargaining unit members may apply in writing to the Superintendent or designee, within the five (5) workday posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July and August) by sending notice of same to the Association President and an employee desiring notification of vacancies during summer vacation may leave his/her request, name and address with the district office.
  - 1. The posting shall consist of:
    - a. Type of work/classification
    - b. Location of work
    - c. Starting date
    - d. Hours to be worked
    - e. Requirements and job qualifications
    - f. Rate of pay

It is understood that the information listed on the job postings regarding location may vary.

C. Positions under this Agreement shall be posted internally first. All applicants from the bargaining unit shall be considered for vacancies. If a bargaining unit member is not offered a position applied for, he/she will be given an explanation. Within ten (10) work days after employment of an applicant, the Board shall make known its decision as to which applicant has been selected to fill a posted position. Transfer will be granted to the employee within the same classification with the most seniority, provided that he/she is equally or better qualified than less senior applicant(s).

D. Bus Route Assignments:

1. Bus route vacancies will be posted as per Section B.
2. Bus route vacancies will be posted internally first as per Section C.
3. Assignment of noon runs will be done on an annual basis in the fall by seniority such that the noon driver with the most seniority as a noon driver will have the first choice.
4. Assignment of Special Routes (Tech Center, Bangor, Lawrence and any other Special Runs) will be decided such that the driver with the most seniority in that route will have first choice. If the route is eliminated, then later reinstated, the person with the most seniority in that route will have first choice.

E. Temporary Assignments:

1. Any bargaining unit member assigned by a supervisor to temporarily assume the position of another bargaining unit member for more than four (4) hours in one day (excluding overtime assignments) will be paid the wage rate for that position, or the employee's regular wage rate, whichever is greater. The wage rate of a temporary position will be Step 1 of that position and will be used when comparing to the employee's wage rate in his/her regularly assigned classification.

Example: If an aide, who is at step 3 of the Aides' pay rate, substitutes for a secretary, the comparison will be made between the aides' wage rate at step 3 and step 1 of the secretaries' wage rate.

F. Temporary Positions:

1. Temporary positions will be reviewed after a period of three (3) months in order to see if the position is necessary and if that position should become a bargaining unit position.

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

- A. "Layoff" shall be defined as a determination by the Employer to effectuate a reduction in the total number of employees, which reduction is implemented through discontinuing whole bargaining unit position(s) to the extent practicable. The parties agree that the intent of this provision is to avoid general reductions in hours among all positions within a classification. However, the parties agree to confer (at the time layoff notices are issued) regarding the alternative of reducing hours as opposed to the elimination of full-time position(s). The Employer reserves the right to select the job classification(s), department or school in which reduction shall take place.
- B. Employees to be laid off will receive at least fifteen (15) working days written notice of layoff.
- C. Layoffs will occur according to the following procedure:
1. Probationary employees within the affected classification(s) shall be laid off first, provided the remaining employees are qualified to perform the remaining work.
  2. Non-probationary employees within the affected classification(s) shall then be laid off in inverse order of seniority as defined in Article VII of this Agreement, provided that the remaining employees are qualified to perform the remaining work.
  3. Laid off non-probationary employees who meet the qualifications contained in the position description shall have the right to a thirty (30) work day probationary period in a vacant position outside the classification from which the employee was laid off.
  4. Bumping during layoff: An employee being laid off in his/her current classification has the right to "bump" back into a classification in which he/she has more seniority than the least senior employee in that classification.
- D. A laid-off bargaining unit member shall, upon written declaration of his/her reasonable availability, (15 working days), be granted priority status on the substitute list within his/her classification(s). Such substitute service shall be compensated at the substitute rate.
- E. Laid off bargaining unit members may continue, at their own expense, their insurance benefits by paying the applicable premium for such coverage for a period of up to eighteen (18) months. Such payments shall be made on a payment schedule established by the Board and shall only be allowed if permitted by the insurance carrier(s) and/or policyholder(s). Employees also have a right of conversion for term life insurance which must be exercised within thirty (30) days of separation including layoff. The employee is responsible for making contact with the insurance company. Any layoff under this Article shall suspend, for the duration of the layoff, the Employer's obligation to pay salary or any other benefits under this Agreement.
- F. The Employer shall recall employees from layoff according to seniority within the classification of the vacant position(s). It shall be the responsibility of the laid-off employee to maintain all necessary licenses and qualifications required to perform the job to which he/she is recalled. All test fees incurred in meeting this requirement shall be met by the Board, except that costs incurred in retaking tests due to failure to pass shall be the responsibility of the laid-off employee.
- G. Notices of recall shall be sent by certified mail, return receipt requested, to the employee's last known address as shown on the Employer's records. The recall notice shall state the time and date

on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given seven (7) work days from receipt of notice to report to work. Provided, that if the employee receives more than seven (7) work days advance notice of recall, the employee shall immediately give a written acceptance or rejection of the position to the Superintendent. The Employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the seven (7) day period. Any employee who declines recall to perform work, for which he/she is classified, shall forfeit his/her seniority rights under this Agreement and shall be considered a resignation.

- H. Support personnel upon recall shall be reinstated with all rights and benefits accrued prior to layoff.
- I. Support personnel employees on layoff shall retain their seniority for purpose of recall for a period of one (1) year or the length of the support personnel employee's seniority (whichever is greater) not to exceed a maximum of four (4) years.
- J. Seniority shall not continue to accrue while a bargaining unit member is on layoff.

## **ARTICLE X GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as a claim by a bargaining unit member or the Association that there has been a violation, misinterpretation or misapplication of any provision of this written agreement and any such claims may be processed through this grievance procedure.
- B. Written grievances as specified herein shall contain the following:
  - 1. It shall be signed by the grievant or grievants.
  - 2. It shall be specific.
  - 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
  - 4. It shall cite the section or subsections of this contract alleged to have been violated.
  - 5. It shall contain the date of the alleged violation.
  - 6. It shall specify the relief requested.
- C. The time limitations in these procedures may be either shortened or extended by mutual written agreement. The time limits provided under this procedure shall be strictly observed.
- D. In the event the grievant believes a grievance as above defined exists, a grievant shall use the following procedure.

Step 1: The grievant shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by the Association Representative. Discussion shall take place within five (5) working days following the alleged violation.

Step 2: If Step 1 fails to resolve the alleged grievance, the grievant may reduce the alleged grievance to writing and file it with the immediate supervisor. The written grievance must be filed with the immediate supervisor no later than five (5) working days following the date of the verbal discussion with the supervisor as specified in Step 1.

The immediate supervisor shall, within five (5) working days of receipt of the written grievance, meet with the grievant and Association in an attempt to resolve the issue.

The supervisor shall respond in writing within five (5) working days of the date of the meeting.

Step 3: If the Association is not satisfied with the immediate supervisor's response or the supervisor fails to respond, the Association may, within five (5) working days of the date the immediate supervisor's response is due, transmit the written grievance to the Superintendent or his/her designee.

Within five (5) working days of receipt of the grievance, the Superintendent, or his/her designee(s), shall meet with the Association in an attempt to resolve the issue. The Superintendent, or his/her designee(s), shall respond, on the grievance form, within five (5) working days of the date of the meeting.

Step 4: If the Association is not satisfied with the response to the grievance at Step 3, or if no response is received, the Association may transmit the grievance to the designated representative of the Board. Such appeal shall take place within five (5) working days of the date the Superintendent's response at Step 3 was due.

Step 5: Arbitration - If the Association is not satisfied with the disposition of the grievance at Step 4 or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. If the Association desires to submit a matter to arbitration, a petition shall be filed (with a copy to the Employer) within ten (10) days after the Employer's Step 4 response. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

#### E. Powers of the Arbitrator:

It shall be the function of the Arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. The Arbitrator shall have no power to rule on any of the following:
  - a. The termination of services of or failure to re-employ any probationary employee.
  - b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
  - c. Any matter involving the content of any employee evaluation.
3. He/she shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.
4. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, an Arbitrator shall give due

regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine the arbitrability of said dispute.
6. There shall be no appeal from the Arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved and the Employer.
7. The fees and expenses of the Arbitrator shall be shared equally by the Association and the Employer.
8. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any other employment or unemployment compensation during the period of the back pay.
9. No decision in any one case shall require a retroactive wage adjustment to any other case.

#### **ARTICLE XI PAID LEAVES**

##### A. Sick/Disability Leave:

1. Bargaining unit employees shall accrue sick/disability leave according to the schedule set forth below. Sick/disability leave may only be used on days when the employee is either personally physically unable to perform normal job duties or on which the employee's presence at home is necessary due to serious illness or injury to the employee's current spouse, children/step-children, father or mother.

Custodial/Maintenance	12 days per year (Cumulative to 100 days)
Secretaries	(52-week) 12 days per year, and (42-week) 10 days per year (Cumulative to 100 days)
Aides	10 days per year (Cumulative to 100 days)
Bus Drivers	9 days per year (Cumulative to 100 days)
Food Service	9 days per year (Cumulative to 100 days)

2. An employee may use sick days for doctor's and dentist's appointments.
3. Sick leave shall not be utilized where the bargaining unit member is drawing employer-funded wage continuation benefits other than Workers' Compensation as permitted in Paragraph E of this Article.

4. The Employer shall have the right to require medical verification from the employee after the second consecutive day of absence which shall consist of a written statement from the employee's attending physician, psychiatrist or psychologist. The Employer retains the right to have an employee claiming illness or disability examined by a physician, psychiatrist or psychologist of the Employer's choosing. Said examination shall be at the Employer's expense and a copy of the report shall be furnished to both the Employer and the employee.
  5. Accumulated sick leave shall be paid upon retirement from Decatur Public Schools as defined by the Michigan Public School Employee Retirement System, at 20% of the employee's regular daily rate in effect at the time of retirement.
- B. Personal Leave: Personal leave may be used up to a maximum of three (3) days per year without loss of pay by support personnel employees. Any unused personal leave will convert to sick leave at the end of the year. Personal leave is for non-recreational activity that occurs during working hours and is of such a nature that it cannot be attended to at a time outside of working hours. A written application for the requested leave must be submitted, to a support personnel employee's immediate supervisor at least three (3) days in advance. No reason is required on the request for personal leave application. In the event of an acute emergency, a shorter notice will be acceptable. Personal leave shall not be used the day before or after a vacation or holiday period except as approved by the Superintendent.
- C. Funeral Leave: Funeral leave shall be granted with pay to a support personnel employee for a period not to exceed three (3) working days for each death to attend the funeral of the support personnel employee's immediate family. Immediate family may include spouse, father, mother, step-mother, step-father, brother, sister, children, step-children, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. One (1) day funeral leave shall be granted for aunt, uncle, niece, and/or nephew. If additional days are necessary for travel, up to two additional days will be granted to attend funerals in excess of two hundred (200) miles from Decatur. These days will either be deducted from the employee's sick leave or taken as unpaid leave, at the discretion of the employee. One personal business day per year may be used to attend the funeral of another person outside the immediate family.
- D. Jury Duty: Required jury duty by the support personnel employee will be excused. However, the Board shall pay only the amount of wages that are equal to the difference between the support personnel employee's regular wages and the wages paid for the jury service.
- E. Worker's Compensation:
1. Worker's Compensation Insurance will be provided by the Board. Employees must report job-related injuries/accidents within twenty-four (24) hours of the injury or accident.
  2. If an employee is absent because of a job-related injury, the Board shall pay the employee the difference between the employee's regular pay and the Worker's Compensation Insurance payments to the limit of the employee's accumulated sick leave. The sick days shall be pro-rated based upon the portion of the employee's wage, which is generated from the utilization of sick leave.
  3. The employee has the option to accept only the amount compensated by the Worker's Compensation Insurance if he/she does not wish to use his/her accumulated sick leave for such absence.



F. **SICK LEAVE BANK**

Section 1: All new DESPA members shall contribute one (1) day (day is defined as the number of hours the support staff person works, and therefore the definition of a day will vary) to a sick leave bank at the beginning of their first year of employment. The sick bank will be maintained in hours. Any time that the number of sick days (total number of hours) in the bank shall reach or fall below 100 hours each member shall contribute one additional sick day. Sick bank renewal shall occur no more than once per academic year.

Section 2: DESPA members shall be eligible to apply for withdrawal of days (hours) from the sick leave bank as outlined in the attached guidelines (Appendix D) after the expiration of all accumulated leave/vacation time.

Section 3: No DESPA member shall use more than 10 days per condition and 30 days per school year.

Section 4: DESPA members applying to the sick leave bank shall provide medical proof of disability and must be willing to submit to an examination by a physician appointed by the Board at the Board's expense, if requested.

Section 5: Disabilities will be considered eligible for the sick leave bank.

Section 6: The bank shall be administered by the Association as provided in the attached guidelines (Appendix D). These guidelines shall be developed by the Association, approved by the Board of Education, and attached to this agreement as an appendix item. The Association shall, within five (5) school days, notify the business office of each withdrawal from the bank. A copy of appropriate medical information used as supporting evidence of the request shall be attached to this notification.

Section 7: DESPA members shall not draw sick leave bank days while they are receiving statutory or contractual income protection benefits funded by the school district.

**ARTICLE XII UNPAID LEAVES**

A. Disability and/or Extended Illness Leave:

The District shall grant an unpaid leave of absence to a support personnel employee who has exhausted his/her sick leave and is unable, due to medically substantiated illness or disability, to return to work. Such leave shall be for a period up to ninety (90) calendar days, renewable at the discretion of the District. An employee on such a leave must notify the Superintendent of intent to return to work at least ten (10) calendar days prior to projected date of return. Failure to make such notification may result in disciplinary action up to and including termination of the employee. Upon return from leave, the support personnel employee shall be returned to the same position he/she left, or if the position has been eliminated, to a similar position. This shall be considered an "involuntary" leave under this Agreement.

B. Parental Leave (Including Adoption):

Unpaid parental leave shall be granted and shall not exceed ninety (90) calendar days. The duration of the leave is to be agreed upon between the support personnel employee and the District at the time of the request. Further extensions may be granted at the will of the District. The support personnel employee shall be entitled to return any time during the period of leave upon the consent of the Board. The support personnel employee, upon termination of leave, shall be assigned to the same or similar position. This shall be considered an "involuntary" leave under this Agreement.

C. General Leave: The District may grant an unpaid leave of absence upon the request of a support personnel employee for other reasons not otherwise herein provided. This shall be considered a “voluntary” leave.

D. General conditions pertaining to unpaid leaves shall be as follows:

1. Application for a voluntary leave shall be submitted in writing to the Superintendent at least fourteen (14) calendar days in advance of the anticipated beginning date of the leave, except in case of emergency. The request shall specify the desired beginning and ending dates of the leave and the purpose for which leave has been requested.
2. Seniority shall remain unbroken and shall continue to accrue during paid leaves of absence for illness as specified in Section A, and parental leave as specified in Section B, and other paid leaves. Seniority will remain unbroken but shall not continue to accrue during unpaid leaves of absence for any reason (reference Article VII, Section D). However, no experience credit for the purpose of entitlement to any other benefits under this Agreement shall accrue during unpaid leaves, except as may be required under the Family and Medical Leave Act.
3. An extension may be granted on the above-stated leaves. At least fourteen (14) days prior to the ending date of the leave (except in case of emergency), a bargaining unit member must notify the Employer in writing of the request for an extension, giving the ending date of the extension. The Employer will notify the bargaining unit member within five (5) days upon receipt of the request for extension as to whether or not the extension has been granted.
4. When an employee is returning from an unpaid leave connected with personal illness or disability, the Employer reserves the right to require medical evidence of the employee’s ability to resume normal job duties. The Employer shall also have the right to have the employee examined by an employer designated physician, psychiatrist and/or psychologist at the Employer’s expense.
5. Continuation of fringe benefits during an unpaid leave shall be as specified in Article IX, Section E of this Agreement.

E. Family Medical Leave Act:

Pursuant to the Family Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group medical insurance coverage maintained for one or more of the following reasons:

1. due to the birth of the employee’s child in order to care for the child;
2. due to the placement of a child with the employee for adoption or foster care;
3. due to the need to care for the employee’s spouse, child, or parent who has a serious health condition; or
4. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A “serious health condition” is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section. This section shall not diminish benefits to which the employee is otherwise entitled under this contract.

### **ARTICLE XIII CONTINUITY OF OPERATIONS**

- A. The Association agrees that it or the employees shall not authorize, sanction, condone, engage in or acquiesce in any strike. “Strike” shall be defined to include slowdowns, work stoppages of any kind, the concerted failure to report for duty, the willful absence from one’s position or abstinence in whole or in part from the full, faithful and proper performance of one’s assigned duties for the purpose of influencing or coercing of a change in the conditions, compensation, or the rights, privileges or obligations of employment and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the District.
- B. Lockouts:
- The Board agrees that it will not lock out any support personnel during the terms of this Agreement.

### **ARTICLE XIV GENERAL**

- A. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices occurring before July 1, 1986, between the Board and the Association, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding unless executed in writing by the parties hereto.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by 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 they negotiated or signed this Agreement.
- C. If any provisions of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby. In such event, the parties shall meet to negotiate for the purpose of bargaining a satisfactory replacement for such Article or section.
- D. Safety and Health:

1. As a condition of continued employment, all support personnel employees may be required to satisfactorily pass an annual physical examination given by a physician designated by the Board. The aforementioned examination shall be at the expense of the Board.
2. Support personnel may, provided the Board agrees, select his/her own physician for their annual physical examination. In these cases, the Board will pay up to sixty-five dollars (\$65.00) towards the cost of the examination.
3. Support personnel employees must immediately report to the supervisor all accidents or injuries sustained by students or themselves or in which school property entrusted to them is involved. Support personnel employees may be required to fill out report forms made available by the Board.
4. Every support personnel employee shall observe all safety rules and shall use safety devices or equipment as is required thereby.

E. Attendance:

Regular attendance is an expected norm for all employees. Excessive absenteeism interferes with the functioning of the organization and as such may become just cause for termination. Excessive absenteeism is defined as absences that equal or exceed 150% of the annual sick leave awarded per year for two consecutive years in an individual's assigned classification. Absences for any purpose, other than funeral leave, jury duty, subpoenaed court appearances, personal leave, accrued vacation, FMLA leaves and workers compensation absences may be considered in applying toward this section.

F. Employee Addresses:

Employees shall be required to keep the Board informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his or her last known address on record with the Board shall constitute sufficient notice to the employee of the contents of such communications.

- G. If it is necessary for a driver to take a test in order to remain qualified for their present position, the Board will pay the cost of such fee. Duplicate costs in the event of failure will be the responsibility of the employee.

## **ARTICLE XV MUTUAL CONCERNS COMMITTEE**

- A. The Board recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communications with the Association. Accordingly, it is agreed that representatives of the Board, and Association [not more than three (3) for each group], will meet monthly (September through May) at mutually agreeable times to discuss matters of mutual concern. In addition, each party may utilize such resource persons as it deems appropriate for any particular meeting. These meetings shall be held after school hours. At the first meeting of the school year, the representatives will establish rules of procedure for such meetings aimed at making them an efficient means of communication between the parties in such matters.

The Committee shall establish a standing rule requiring each party to submit to the other, a week prior to the meeting, an agenda covering what they wish to discuss, except when otherwise agreed.

- B. The parties agree that this Committee shall serve in an advisory, consultative, and fact-finding capacity only and further that nothing shall preclude an individual employee from making such recommendations and/or inquiries. These committee meetings are not intended to bypass the grievance procedure.

**ARTICLE XVI DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification by the parties and shall expire on June 30, 2011, unless extended by mutual written agreement. If pursuant to negotiations, an agreement on the renewal or modification is not reached prior to the expiration day, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

In witness thereof the parties hereto have caused this Agreement to be signed by their respective representatives.

ASSOCIATION

BOARD

*Joyce Smith* 5-26-10  
D.E.S.P.A. President Date

*George M. Lusk* 5/24/10  
President Date

*Melanie D. Nave* 6/2/10  
VBCEA Representative Date

*Brian Roper* 5-17-10  
Secretary Date

## **APPENDIX A WORKING HOURS AND WORK YEAR**

- A. 1. Custodial/Maintenance, Bus Mechanic/Maintenance and Custodial/Food Service:
  - a. Custodial/Maintenance, Bus Mechanic/Maintenance and Custodial/Food Service Aide employees will normally be scheduled eight (8) hours per day. Second shift custodial/maintenance employees shall omit their thirty (30) minute unpaid lunch break from their schedule, using their breaks for this purpose. Second shift employees will remain in their assigned building unless otherwise permitted by their supervisor.
  - b. Custodial/Maintenance and Bus Mechanic/Maintenance employees will normally be scheduled on a full year (52 week) basis.
2. Aides:
  - a. Media and classroom aides will normally be scheduled for seven (7) hours per day during the school year (defined as days that teachers are in scheduled attendance). Media and classroom aides may also be scheduled to work additional days before and/or after their normal work year.
  - b. Noon-hour/recess aides will normally be scheduled between one (1) and two (2) hours per day. These employees are not entitled to paid breaks or any scheduled lunch period. Their work year will normally correspond to days of student attendance.
3. Bus Drivers:
  - a. Bus drivers will make two (2) runs per day, morning and afternoon. Additional runs may also be established by the Employer. Bus drivers shall not be eligible for paid breaks or any scheduled lunch period. Their work year will normally correspond to days of student attendance.
4. Secretaries:
  - a. Secretaries will normally be scheduled for eight (8) hours per day, with exact work schedules (including lunch times) to be arranged with the immediate supervisor.
  - b. Secretarial positions shall be classified as either forty-two (42), or fifty-two (52) week positions. Forty-two (42) week secretaries shall work two or three weeks prior to the start of student instructional year and either two or three weeks after the end of the student instructional year. It is understood that the building principal can schedule the pre and post student instructional year work weeks to meet the needs of the building; however, the secretaries total work weeks will equal forty-two (42) weeks.
5. Food Service:
  - a. The hours of food service employees shall be established at the beginning of each school year by the Food Service Supervisor. Food service employees shall normally have a work year corresponding to days of student attendance. These employees may also be scheduled to work additional day(s) before and/or after their normal work year. Food service employees that

work more than five (5) hours will not be denied a thirty (30) minute unpaid lunch if the individual requests the lunch when the schedule is established but will not be required to take a thirty (30) minute unpaid lunch.”

- b. Food Service employees shall be offered additional hours/days based on their seniority prior to such work being offered to substitutes. The District shall use a rotating schedule for extra work assignments, excluding half-day lunches. Food service employees may decline additional hours outside of their regular schedule. However, if an employee declines the offer of additional hours/days of work, the employee shall move to the bottom of the roster for offers of additional work.

#### B. Work Day:

Unless otherwise specified in this Agreement, the normal workday shall include a duty-free, thirty (30) minute, unpaid lunch period. It is recognized that an employee may occasionally be interrupted during this lunch period to respond to job duties. In such event, the employee shall be permitted to extend his/her lunch period by an amount of time equal to the time spent in handling the interruption.

Employees working four (4) hours or more shall receive one (1) paid, duty-free break of fifteen (15) minutes. Employees working seven (7) hours or more shall receive a second fifteen (15) minute break. Breaks shall be scheduled between the employee and his/her immediate supervisor. Breaks shall be taken within the employee's assigned building. If an employee's break is interrupted due to job responsibilities, the lost time will be rescheduled between the employee and his/her immediate supervisor.

Lunch and break schedules may be altered with the consent of the employee and his/her immediate supervisor.

#### C. School Closings:

When an unscheduled school closing occurs (due to inclement weather, fires, epidemics, mechanical breakdowns or health conditions) the following procedures will apply:

1. Bargaining unit members on a school-year schedule shall be paid for such days and shall not be required to report for work provided that the school district is permitted to count that day as a day of student instruction (with no make-up requirement) for purposes of receiving state membership financial aid.
2. In the event that the day does not count as a day of student instruction, school year employees shall not be required to report for work when school is closed due to the above conditions and shall not be paid, provided that the lost day(s) of instruction are rescheduled during or after the school year. Employees shall receive their regular rate of pay on such rescheduled days, except where work schedules have been curtailed because the rescheduled day is a half-day.
3. Custodial/Maintenance and all secretaries shall be required to report during school closing (as defined above), at the discretion of their immediate supervisor unless there is a declared state of emergency by an appropriate governmental agency. In the latter event, the employee shall be paid at his/her regular rate if unable to report due to the declared emergency conditions. Employees reporting to work late on such days (due to inclement weather or other emergency conditions) shall be entitled to make up lost-time. If employees are not required to report and the days are counted as a day of student instruction, they will be paid.



D. Call in Work:

Custodial/Maintenance employees who are required to report to work outside their normal schedule shall be paid for a minimum of two (2) hours. This shall not apply in a situation where the employee is assigned by a supervisor to perform occasional extra work immediately before or after his/her regular shift. The employee shall complete the work necessitating the “call-in” but shall not be required to remain beyond that time.

E. Time Sheets:

All hourly employees shall submit time sheets indicating the actual time worked, on a bi-weekly basis. Drivers shall submit time sheets for all hourly-rated work and runs driven. Time sheets shall be correctly and completely filled out, signed and shall include the hourly rate. When more than one hourly rate or supervisor is involved, a separate time sheet must be made out for each different hourly rate and for each supervisor.

F. Summer Work:

The parties recognize that the Employer has customarily utilized non-bargaining unit personnel (Michigan Youth Corps, CETA, JTPA and the like programs) and outside contractors to perform summer work. The parties agree that this practice shall continue in force but that the school district will give preference to bargaining unit members for summer work in their respective job classifications before hiring new employees for that purpose other than as specified above.

G. Meetings:

All bus drivers shall, from time to time, be required to attend meetings with the administration outside their regular work hours. Mandated attendance at in-house training programs and/or meetings outside regular working hours that exceed one hour per month shall be compensated at the extra trip pay rate.

**APPENDIX B BASIC COMPENSATION**

All agreements reached as part of this contract shall be retroactive to the beginning date of employment for the 2009-2011 school years.

A. Custodial/Maintenance:

1. Custodial/Maintenance

Step 1 .....	\$13.40
Step 2 .....	\$13.88
Step 3 .....	\$14.47

2. Grounds Keeper/Custodial

Step 1 .....	\$13.40
Step 2 .....	\$13.88
Step 3 .....	\$14.47

3. Substitute Custodian

Step 1 .....	\$9.61
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4. Bus Mechanic/Maintenance

Step 1 .....	\$13.40
Step 2 .....	\$13.88
Step 3 .....	\$16.05

B. Aides:

1. All Aides except Noon Hour

Step 1 .....	\$10.28
Step 2 .....	\$10.84
Step 3 .....	\$11.33

Media Aides who run their own program will receive an additional \$1.39 per hour.

2. Noon Hour/Playground Aides (1 to 2 hours)

Rate per day .....	\$16.44
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3. Para Professional Teacher

Step 1 .....	\$14.12
Step 2 .....	\$14.63
Step 3 .....	\$15.12

C. Bus Drivers:

1. Trips

- a. Regular & K  
Rate/Run.....\$21.62
- b. Technology Center  
Rate/Run.....\$33.31
- c. Special Education Bangor  
Rate/Run.....\$27.45
- d. Special Education - Lawrence  
Rate/Run.....\$21.94
- e. Individual Student .....\$10.95  
Rate/Run

2. Extra Trip Compensation

- a. Extra trips, (except for overnight trips), shall be defined as a run not designated as a regularly assigned route outside of the school district. Drivers will be paid a minimum of two (2) hours pay for any extra trip.
- b. If a school vehicle leaves the district without students for service or repairs, the employer will assign the vehicle to a regular bus driver, provided that this assignment does not conflict with a regular route assignment. If more than one driver is required, the employer may assign other personnel to accompany the regular driver.
- c. Extra trip time shall begin with the pre-trip inspection and continue until the driver returns to Decatur Public Schools facilities. Pre-trip inspections and end of trip cleanings of fifteen (15) minutes maximum may be included as time worked only if actually performed.
- d. The hourly rate for extra trips shall be as follows:  
  
2009-2011..... \$10.95
- e. When a bus driver is offered an extra duty run that conflicts with his/her regularly assigned route(s), the driver shall choose between the regular run and the extra run, and shall be paid for the run driven. The first hour of trip pay, when a bus driver chooses an extra duty run over his/her regular run will be at the regular run rate.
- f. If a driver reports to work and his/her extra trip has been canceled without advance notification, the driver shall be compensated at the regular run rate. There is no requirement to compensate the driver for the canceled trip if the driver is notified at least one (1) hour before the scheduled reporting time for the extra trip. Payment for cancellation shall be for one (1) regular run.

g. Meal allotments

- 1) For any extra trip in excess of four (4) hours, a maximum meal allotment of \$6.00 will be provided.
- 2) A second meal allowance of \$6.00 will be provided when the trip is in excess of eight (8) hours.

3. Extra Trip Assignments:

a. Extra trips will be assigned as follows:

1. All regular route drivers will be placed on the roster.
2. All extra trips will receive a number as they come in.
3. All extra trips will be posted once numbered.
4. Trips will be posted for 24 hours.
5. Every driver interested in taking extra trips should indicate “yes” or “no”.
6. Failure to respond by a driver will be considered a “no”.
7. It is the driver’s responsibility to check the board on a daily basis.
8. Drivers with most seniority will be assigned trips in rotational order.
9. Certain routes (e. g., Lawrence, Individual Student, Volinia, Bangor, Technology Center and noon), when the regular bus driver is unavailable, will be posted the same as extra trips.
10. If a driver accepts a trip and then at a later time decides to turn it in, the driver will be charged a “turn down”.
11. Five “turn downs” in a row and the driver will be removed from the roster.
12. Due to a time factor, some trips may need to be assigned verbally on a rotational basis according to seniority.

Sports:

1. All drivers interested in driving sports trips are invited to a meeting when each season’s sports roster is made available.
2. Drivers should go over rosters and choose trips on a rotational basis according to seniority.
3. As trips are assigned, if a driver does not accept a trip, the next most senior driver is asked and so on down the line. This is done verbally.
4. If a driver accepts a trip and then at a later time decides to turn it in, the driver will be charged a “turn down”.
5. Five “turn downs” in a row and the driver will be removed from the roster.
6. Any additional trips that may come in at a later date will be scheduled under the extra trip procedure.

b. Once assigned, extra trips may not be exchanged or swapped.

c. If all drivers on an extra trip or substitution roster decline an assignment, the Employer will attempt to secure the services of a regular substitute driver for that trip, provided that the regular substitute driver has a minimum experience of 50 runs. If a substitute cannot be obtained, the Employer reserves the right to assign a driver from the roster to that job, starting with the driver having the least amount of seniority.

- d. Trips during the summer and during times when school is not in session will be assigned from the list of regular route drivers. Drivers will be contacted and the assignments will be made according to their seniority.

4. Overnight Extra Trips

- a. Drivers for all overnight extra trips will be taken from the extra trip roster. No driver will be required to take an overnight trip.
- b. Pay shall be \$150 per day.
- c. All overnight accommodations for the driver (food and lodging) will be provided or reimbursed. Drivers will be expected to stay at the same location as the group unless other arrangements are approved in advance.

D. Secretaries:

- 1. Step 1 ..... \$11.64
- Step 2 ..... \$12.14
- Step 3 ..... \$12.64

2. Clerk/Typist/Sub-Caller

- Step 1 ..... \$9.66
- Step 2 ..... \$10.09
- Step 3..... \$10.51

52 week secretaries will receive an additional \$0.50 per hour.

E. Food Service:

1. Cook:

- Step 1 ..... \$11.33
- Step 2 ..... \$11.76
- Step 3 ..... \$12.22

2. Food Service Assistant:

- Step 1 ..... \$8.34
- Step 2 ..... \$8.71
- Step 3 ..... \$9.23

An additional \$0.20 per hour will be paid when this position includes accounting responsibilities.

3. Food Service Assistant Alternative Education

- Step 1..... \$8.65
- Step 2..... \$9.02
- Step 3..... \$9.53

F. Placement on Wage Scale:

1. Step Advancement:

Employees hired after July 1 but before January 31 shall be advanced on the salary schedule on July 1 following their initial employment. Employees hired after January 31 but before July 1 shall not be advanced until the following July 1.

2. Experience Credit:

New employees and bargaining unit members may be awarded up to two (2) years experience credit when first employed in a classification.

G. Mileage:

All personal mileage authorized by the Board will be compensated at the current rate established by the Board of Education.

H. Longevity:

All hourly paid employees:

Beginning with the 10<sup>th</sup> year and thereafter .....\$0.25 per hour  
Beginning with the 15<sup>th</sup> year and thereafter .....\$0.50 per hour  
Beginning with the 20<sup>th</sup> year and thereafter .....\$0.75 per hour  
Beginning with the 25<sup>th</sup> year and thereafter .....\$1.00 per hour  
(\$2.50 per hour TOTAL)

Bus Drivers:

Beginning with the 10<sup>th</sup> year and thereafter .....\$0.30 per run  
Beginning with the 15<sup>th</sup> year and thereafter .....\$0.60 per run  
Beginning with the 20<sup>th</sup> year and thereafter .....\$0.75 per run  
Beginning with the 25<sup>th</sup> year and thereafter .....\$1.00 per run  
(\$2.65 per run TOTAL)

## APPENDIX C FRINGE BENEFITS

### A. Insurance Benefits:

The Board of Education agrees to pay the premiums for the following insurance coverage:

#### 1. Health Insurance:

- a. Custodial/Maintenance, bus mechanic/maintenance employees, secretaries, media center aides, and the para professional teacher shall be eligible to receive MESSA PAK with Choices II (when approved) Insurance for the employee and his/her dependents. The percentages of premiums paid shall be the same as paid under the teacher master agreement.
- b. A discussion on an alternative insurance carrier is to be held.

#### 2. Dental Insurance

- a. Full-year custodial/maintenance personnel shall receive Delta Dental Insurance for themselves and eligible dependents (80/80/80) (Subject to a \$1,000 orthodontic lifetime cap). Secretaries, media center aides and compensatory education coordinator shall receive the same dental coverage.

#### 3. Cafeteria Plan

The Board will adopt a Cafeteria Plan which complies with Section 125 of the Internal Revenue Code. The Cafeteria Plan is intended not to change any benefits except as required by Section 125.

- a. The Cafeteria Plan will provide a cash option in lieu of Medical Health coverage.
- b. The amount of the cash option will be equal to the MESSA Choices II XVA2 single subscriber option premium.
- c. Members may continue to select MESSA options during the regular open enrollment period and pay for them through payroll deductions.
- d. Members may continue to elect to participate in tax sheltered annuity programs.

#### 4. General conditions pertaining to fringe benefits:

- a. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers/policyholders on the first day of the month following the month work commenced.
- b. Changes in family status shall be reported by the employee to the Superintendent's office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the school district on his/her behalf for failure to comply with the provisions of this paragraph.

- c. Employees who have Board-provided term life insurance as provided through the health insurance plan, have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their life insurance in force, must contact the insurance carrier within thirty (30) days of their last day of employment.
- d. Employees covered under another health insurance plan are not eligible for health insurance coverage under this Agreement. These employees shall receive options provided in Section A, Part 3, of this Article.
- e. Employees working less than a full contract year shall have benefits terminated on the first day of the month following resignation, retirement, discharge, layoff or commencement of unpaid leave, except employees who qualify under the Family and Medical Leave Act for paid medical insurance who will continue to have paid medical insurance as provided under the Family and Medical Leave Act. However, employees having a school year work schedule and who have rendered complete service during that school year, shall have their insurance benefits continued during the summer months (June, July, August) in the event of layoff. Such benefits shall be discontinued at the beginning of the ensuing school year.
- f. Part-time employees who are eligible for benefits shall have their benefits prorated with the employee responsible for any premium differential.

B. Vacations:

1. Each full-time bargaining unit member in the secretarial and custodial/ maintenance classifications (full-year employees only) shall be granted an annual vacation of:
  - a. Five (5) days after one (1) year.
  - b. Ten (10) days after two (2) years.
  - c. Fifteen (15) days after six (6) years.
  - d. Sixteen (16) days after fifteen (15) years.
  - e. Seventeen (17) days after twenty (20) years.
2. July 1 of each year will be the date used for figuring the amount of vacation earned by the bargaining unit member during the preceding twelve months. Vacation time shall not be accumulative from year to year.
3. The scheduling of all vacations shall be subject to the control of the school district considering the operating needs of the Employer, the availability of employees to perform the work and the desires of the employees. Vacations may not be taken in segments of less than one half (1/2) day. Employees may take up to one-half of their annual vacation allotment [not to exceed five (5) days] during the school year, provided thirty (30) days advance notice is given the Employer.
4. Vacation pay shall amount to the regular hours of pay at the employee's regular rate at the time the employee is on vacation.



5. Employees commencing work after July 1, but before January 1, in their first year of employment shall be eligible to receive five (5) vacation days the following July. Employees hired after January 1, but before July 1, shall not receive any vacation allotment during their initial year.
6. Employees who are separated during the year (other than discharged) shall receive payment for unused vacation days prorated on the basis of the portion of the fiscal year (July 1 to June 30) actually worked against the employee's regularly scheduled work year.
7. If an employee claims sick leave the day before or day after a scheduled vacation, a doctor's note must be provided which verifies an illness or injury for sick leave to apply.

C. Paid Holidays:

1. Fifty-two (52) week employees who have completed their probationary period will be paid at the regular rate of pay for the following holidays if the employee works the last regularly scheduled work day preceding the holiday and the first regularly scheduled work day after the holiday. If an employee is absent the last regularly scheduled workday preceding and/or the first regularly scheduled workday after a paid holiday due to personal illness, the holidays will be paid providing:

1. A doctor's note documenting the illness and need for absence is provided and,
2. The Superintendent accepts the documentation as justification for the absence.

In addition, documented absences for a death in the immediate family, as defined by the contract, may be accepted by the Superintendent as valid to receive holiday pay. Being on officially approved vacation is considered the same as working. The following will be paid holidays if they fall on a regularly scheduled workday:

Fourth of July	New Year's Day and one other day
Labor Day	Good Friday (if not a school session day)
Thanksgiving Day and the day after	Memorial Day
Christmas Day and one other day	

If Christmas Day and/or New Year's Day and/or July 4th fall on a Saturday, the Friday preceding will be celebrated as the holiday. If Christmas Day and/or New Year's Day and/or July 4th fall on a Sunday, the following Monday will be the celebrated holiday.

2. All classroom and media center aides, and 42-week secretaries, will be entitled to the following days under the above conditions:

Labor Day	New Year's Day
Thanksgiving Day	Good Friday (if not a school session day)
Christmas Day	Memorial Day

3. Food service employees who work thirty (30) or more hours per week will be given five (5) paid holidays each year under the conditions enumerated above:

Labor Day	Christmas Day
Thanksgiving Day	New Year's Day
Memorial Day	

4. Bus Drivers scheduled for both A.M. and P.M. runs shall be paid for four (4) holidays each year under the conditions enumerated above:

Labor Day  
Christmas Day

Memorial Day  
New Year's Day

D. Uniforms

1. Bus Drivers:

For the bus drivers who choose to participate, the Board will pay for the cost of the bus drivers' jackets every other year.

2. Aprons will be provided to Food Service employees as needed.

## APPENDIX D SICK BANK INFORMATION

### RULES AND REGULATIONS

**Sick Bank DESPA Committee:** This Committee will consist of five members; the union president and four other members appointed by the president of DESPA. Membership on this committee will be reviewed and revised by the President on a yearly basis.

1. Purpose:
  - The intent of this plan is to provide extended sick leave to those bargaining unit members who incur a personal period of serious and/or illness or hospitalization and have utilized all of their personal, sick and vacation time.
2. Application:
  - All those requesting days from the sick bank must make a written request.
  - All such requests shall be given to the President for presentation to the committee.
  - The request will be reviewed by a five-member approval committee consisting of members appointed by the President of the Union.
  - Medical need must be verified by a physician's note.
  - Medical information must include the beginning date, length of the expected recuperation, and the expected date of return to work signed by the physician in charge.
3. Eligibility:
  - Medical leave, provided by sick bank days, will end no later than the last day of the school year in which the days were granted.
  - All those requesting sick days from the sick bank, must have used all their accumulated sick time, personal time and vacation time, prior to receipt of additional days.
  - The first three (3) consecutive school days of illness or disability will not be covered by the bank, but must be the person's own accumulated sick leave, personal, vacation, or absence without pay.
  - Members may borrow up to ten (10) days for any one illness or injury at one time.
  - Maximum Sick Leave Bank benefit will amount to 200 days lifetime.
  - After receiving twenty (20) days from Sick Bank you have to pay back one day for every extra five (5) days used. Taken from the following school year/years (give back no more than 2 per year).
  - The employee cannot receive Sick Leave Bank Days if hurt on the job and getting Long/Short-term disability or Worker's Compensation.
  - Multiple requests by the same person will only be considered at the discretion of the committee.
  - The bank shall be applicable only for employee illness or accident, and shall not be used for parental leave absence, sabbatical leave, or for elective surgery.
  - In the event that an employee has a member of his/her immediate family with a catastrophic illness, the employee may receive days, at the discretion of the committee for his/her immediate family to include, children or spouse only.
  - The applicant must be an employee of the school district for a minimum of six (6) months before they can apply for days.
4. Exclusions:
  - Routine pregnancy with normal delivery and no pre-/post-natal complications.

- Unusual and catastrophic personal illness or injury may be defined to exclude recurring or congenital conditions, which would lead to an employee's inability to fulfill his/her contractual obligations on a continual basis.
5. Administration of Sick Leave Bank:
- Employees new to the district must donate one day of sick leave at the beginning of their first year of employment.
  - If the bank drops below one hundred (100) hours, each employee shall donate one day (their daily hours) providing that the person has a sick day to donate to the bank. In the event that a member does not have a day to donate the member shall contribute one (1) sick day at the beginning of the next school year.
  - The Sick Leave Bank Committee will receive and review all applications to borrow days from the Sick Leave Bank and submit a written recommendation to the Superintendent within five (5) workdays.

**This policy can be reviewed and revised by the Sick Bank Committee at any time.**

# LETTER OF UNDERSTANDING

## Letter of Understanding

between

**The Decatur Public Schools Board of Education**

and the

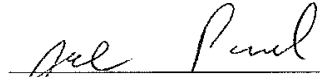
**Van Buren County Education Association/Decatur Education Support Personnel Association, MEA-NEA**

The Decatur Board of Education, hereafter referred to as "Board", and the Van Buren County Education Association/Decatur Education Support Personnel Association, MEA-NEA, hereafter referred to as "Association", mutually agree to the following:

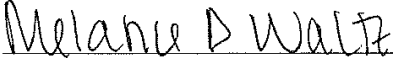
1. The Board and the Association wish to clarify the application of Article VIII, Section F, (1).
2. Temporary support personnel employees shall have no seniority until the temporary position is reviewed and determined that the position should become a bargaining unit position.
3. If an employee who is working in a temporary position is recommended by their supervisor to fill the new bargaining unit position, and is subsequently hired by the Board of Education, the seniority date for the employee shall revert to the first day of work in the temporary position.
4. Nothing in this Letter of Understanding shall preclude the newly hired employee from serving their probationary period for the first sixty (60) days in the new bargaining unit position as outlined in Article VII, Section E. Any days an employee works in a temporary position that becomes a bargaining unit position will be credited toward his/her sixty (60) day probationary period.
5. This Letter of Understanding shall be effective when signed by the Parties and shall be attached to the 2007-2009 Collective Bargaining Agreement. Any employee who was working in a temporary position during the duration of the current bargaining agreement will have their seniority date adjusted.

  
\_\_\_\_\_  
Decatur Board of Education Representative

3-13-08  
Date

  
\_\_\_\_\_  
DESPE Representative

3/13/08  
Date

  
\_\_\_\_\_  
VBCEA, MEA-NEA Representative

3/13/08  
Date