

**AGREEMENT BETWEEN  
BOARD OF EDUCATION,  
IOSCO REGIONAL EDUCATIONAL SERVICE AGENCY  
AND  
IOSCO RESA FEDERATION OF AUXILIARY EMPLOYEES  
LOCAL 4300**

**THIS AGREEMENT** is made this **8th day of October, 2009**, by and between the Board of Education (hereinafter called "Board") of the Iosco Regional Education Service Agency, County of Iosco (hereinafter called "the Employer"), and the Iosco RESA Federation of Auxiliary Employees, AFT Local 4300 (hereinafter call "the Union"), for the period beginning **October 8, 2009 and ending June 30, 2010**.

**WITNESSETH**

**WHEREAS**, the Employer and the Union recognize and declare that providing a quality education for the children of the district is their mutual aim and the character of such education depends upon the quality and morale of all parties concerned, and

**WHEREAS**, the parties have reached certain understandings which they desire to confirm in this Agreement.

**IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE I RECOGNITION**

**SECTION I**

The Employer recognizes the Union as the sole and exclusive bargaining representative, as defined in Section II of Act 379 Public Acts of 1965, for all regularly scheduled full-time and regular part-time employees except those represented by the IOSCO FEDERATION OF TEACHERS, LOCAL 3531 and administrative staff. Specialized personnel must have completed a formal course of study and meet licensure regulations or certification requirement to hold position, or full approval for their position from the Michigan Department of Education.

**SECTION II**

The Iosco RESA complies with all federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. No person on the basis of race, color, weight, height, religion, national origin or ancestry, age, sex, marital status, or handicap shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program.

**ARTICLE II RIGHTS OF THE UNION**

**A. UNION RIGHTS**

Pursuant to Act 379 of the Public Acts of 1975, the Board hereby agrees that employees covered by this Agreement shall have the right to freely support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees it will not directly or indirectly discourage or deprive or coerce any employee in their enjoyment of any rights conferred by Act 379 or other laws of Michigan or the constitutions of Michigan and United States; that it will not discriminate against any personnel with respect to hours, wages, or any terms on condition of employment by reason of their membership in the Union, their participation in any lawful activities of the Union, or collective negotiations with the Board of their institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms on condition of employment.

**B. NO DISCIPLINE**

The private and personal life of any personnel, including their political activities, shall not be grounds for any discipline or discrimination with respect to the service personnel's employment. No employee shall be subjected to persistent reprimands without just cause and due process.

**C. DISCIPLINARY INTERVIEWS**

In cases of disciplinary interviews and reprimands, an affected employee will have the right, in all such instances, to be informed beforehand of the nature of the interview and to request the presence of a Union representative to said interview and, without such

representation, no reprimand shall be made or implied. The Employer shall have a similar right to include representatives of its choice at such meetings.

**D. LEGAL COUNSEL**

When an employee of the Board, acting as an agent of the Board, performing such duties within the rules, regulations and policies of the Board shall be subjected to court action for performing such duty, the Board shall provide legal counsel for such employee.

**E. PERSONAL PROPERTY**

The Board will reimburse employees in an amount not to exceed a total of Two Hundred Dollars (\$200) per year for loss or damage or destruction of personal property while on duty. If the item is covered by the school's insurance, the Two Hundred Dollars (\$200) can be used to offset the deductible. The term "Personal Property" shall not include cash. The term "Loss and Destruction" shall not cover the effect of normal wear and tear and use.

**F. ASSAULT OF AN EMPLOYEE**

The Board recognizes its responsibilities to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline while performing their duties. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the employee of his/her rights and obligations with respect to the assault in connection with the handling of the incident by law enforcement and judicial authorities.

**G. NON-DISCRIMINATION**

The parties to this Agreement hereby agree they shall not discriminate against any employee covered by this Agreement because of age, race, sex, weight, height, marital status, color, religion, national origin, handicap, or membership in any labor organization.

**H. USE OF OFFICE EQUIPMENT**

Upon notifying the Superintendent in advance, the Union and its representatives shall have permission to use office equipment, and bulletin board space without charge, when such equipment is not otherwise in use. Any negligent damage to equipment while being so used will be paid for by the Union. Cost of any supplies will be borne by the Union.

### **ARTICLE III MANAGEMENT RIGHTS CLAUSE**

The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the constitution of the State of Michigan and of the United States.

- A.** The Union recognizes and agrees that the Board, as the Employer, has the responsibility and the authority to manage and direct, by the establishment and administration of policy on behalf of the public, all the operations and activities of the Iosco RESA to the full extent of the law.
- B.** The Union recognizes and agrees that the Board retains the sole right and responsibility to manage and operate the school district.
- C.** All management rights and functions, except those which are expressly abridged by this Agreement, shall remain vested in the Board.
- D.** It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to the following:
  - 1. Full and exclusive control of management of the school district, supervision of all operations, methods, processes, means and personnel by which any and all work will be performed, control and property and the composition, assignment, direction, and determination of the size and type of its working force.
  - 2. The right to change or introduce new operation methods, processes, and means of facilities.
  - 3. The right to determine the qualifications of the employees.
  - 4. The right to discipline, suspend and discharge employees and to maintain an orderly, effective, and efficient operation.
- E.** The Union recognizes that the IRESA has responsibility for education and training of district residents. The Union agrees that work sites and job training programs may be provided in all IRESA facilities provided that Union employees' work is not affected in a negative manner.

## ARTICLE IV MISCELLANEOUS

### A. COST OF PRINTING AGREEMENT

The Board agrees to have this Agreement printed.

### B. REVIEW OF PERSONNEL FILE

1. Employees shall be permitted to inspect all the contents of their personnel file.
2. Any material not made known to any employee shall not be permitted as evidence in any grievance or any disciplinary action against such employee.
3. Correspondence or other material making reference to any employee's competence, character or manner, which the Board intends to place in the employee's file, will be made known to the employee with the opportunity to attach his/her comments.
4. Original records may be examined only at the offices of the Iosco Regional Education Service Agency.

## ARTICLE V INSURANCE

### A. INSURANCE

For the life, health, dental, and long-term disability insurance coverage discussed below, the Board will provide insurance equal to or better than the coverage and processing of claims listed. The Board will select the company for each coverage. Employees hired on or before November 29, 2006 will be eligible to enroll in the insurance coverages the first of the month following their full-time date of hire.

Employees hired on or after November 30, 2006 will be eligible to enroll in the insurance coverages based upon the following schedule:

- 1<sup>st</sup> Year - After 90 days - 100% employee insurance paid by Board - 0% Family insurance
- 2<sup>nd</sup> Year - 100% employee insurance paid by Board - 0% Family insurance.
- 3<sup>rd</sup> Year - 100% employee insurance - 60% Family insurance paid by Board.
- 4<sup>th</sup> Year and beyond - 100% employee insurance - 80% Family insurance paid by Board.

**B. LIFE INSURANCE**

Upon receipt of proper application, the Board shall provide group life insurance protection in the amount of Twenty Thousand Dollars (\$20,000) that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will double the specified amount. Any employee shall be eligible for the Twenty Thousand Dollars (\$20,000) group term package who is employed on a 38-52 week schedule.

**C. MEBS ULTRA STAR INSURANCE**

Upon receipt of proper application, the Board shall provide for full time staff the health care plan known as MEBS Ultra Star Medical Care Plan. **The MEBS Ultra Star plan includes a Ten/Twenty/Twenty Dollar (\$10/\$20/\$20) co-pay on prescription drugs through CareMark.** The Board of Education will pay the premium up to a 12% cap per annum. The employee will be responsible for the premium amount over and above 12%. The insurance premium cap will be based on the previous fiscal year.

**D. SET-SEG - ULTRA-DENT**

Upon receipt of proper application, the Board shall provide, without cost to the employee, a dental program known as Ultra-Dent with co-pay as factored by the schedule provided by the carrier.

**E. OPTICAL INSURANCE**

Upon receipt of proper application, the Board shall provide, without cost to the employee, the MEBS Vision 4 Star Optical Plan for the employee and their family. The premiums will be capped at the following amounts: Single/\$8.56, Two-Person/\$19.26 and Family/\$23.11.

**F. LONG-TERM DISABILITY INSURANCE**

Upon receipt of proper application, the Board shall provide the SET-SEG Long Term Disability Insurance plan M-60 with a sixty (60) day waiting period, a Two Thousand Five Hundred Dollar (\$2500) monthly maximum benefit to all employees working a minimum of twenty (20) hours.

**G. AFLAC POLICY**

The Board shall allow employees wishing to obtain an AFLAC policy to pay for the said policy premium with pre-tax dollars via payroll deduction. The application and policy will be the sole responsibility of the employee.

**H.**     **CONTINUATION OF COVERAGE**

In the event an employee has exhausted sick leave accrual, because of illness or injury, the above mentioned fringe benefits shall continue through the balance of the fiscal year or six (6) months, whichever is longer. Employees shall be covered by fringe benefits the first day of return from an authorized leave of absence.

**I.**     **WHEN COVERAGE BEGINS**

Coverage will begin at the eligibility date, and continue through June 30 of the year employed.

**J.**     **CONTINUATION UPON LAYOFF**

In the event of layoff, an employee's life and hospitalization/medical insurance shall be continued at the Board's expense for a period of three (3) months from the end of the month in which the employee last worked. Employees shall be covered by fringe benefits the first day of return from layoff. At the end of the three (3) month Board coverage, the employee will be notified that the insurance premiums may be continued at their own cost at group rates.

**K.**     **DEFINITION OF FULL-TIME PERSONNEL**

Union personnel who work thirty (30) hours per week on a regularly scheduled basis are recognized as full-time personnel and shall be eligible for the fringe benefits provided in this Article.

**L.**     Employees hired prior to July 1, 1986, will maintain existing benefits.

**M.**     **IN LIEU OF PAY**

If five (5) or less eligible employees opt not to enroll in the health insurance coverage, they shall be given a payment of One Hundred Fifty Dollars (\$150) per month "in lieu of" health insurance coverage. If six (6) or more eligible employees opt not to enroll in the health insurance coverage the "in lieu of" will increase to Three Hundred Dollars (\$300) per month.

The employee has the choice of a cash payment or an annuity payment with one of our recognized annuity companies. Starting date of December 1, 1988.

## **ARTICLE VI CONDITIONS OF EMPLOYMENT**

### **A. PROVISIONS FOR SAFETY AND HEALTH**

The Board will make all reasonable provisions for the safety, health, and comfort of its employees during their hours of employment.

### **B. UNSAFE OR HAZARDOUS CONDITIONS**

Personnel shall not be required to work under unsafe or hazardous conditions, or to perform tasks, which endanger their health, safety, or well being. The Board shall make every attempt to adhere to present MIOSHA standards.

### **C. PAY FOR TIME LOST ON DAY OF INJURY**

An employee injured while performing their duties for the Board will be paid at the employee's rate of pay for any time lost that they otherwise would have worked until they qualify for Worker's Compensation. The employee shall report the amount of their compensation check to the Board. They will then receive the difference between their net pay and the compensation check for a period not to exceed six (6) months. There will be no reduction of sick leave during this period.

### **D. STEP ADVANCE**

Employees hired on or before November 29, 2006 and covered by this Agreement shall advance not less than one (1) step each year, unless they are already at maximum.

### **E. NEW HIRES**

New employees shall be on probation during the first ninety (90) working days. During this period they have no seniority and may be discharged by the Board without assigning any cause therefore. Upon completion of the probationary period, their names shall be placed on the seniority list as of the date they were employed.

### **F. COMPENSATION**

1. The Salary Schedule and Hourly Rate Schedule for the years indicated are listed in the appendix and are incorporated into and made a part of this Agreement.



**G. LONGEVITY**

1. The following schedule will be used for compensating employees for their experience:

09-10

Pass top step                      \$1076

(The above longevity pertains only to employees hired on or before November 29, 2006)

After 15 years  
An additional                      \$1020

2. Employees may elect to have longevity distributed equally with each payroll or in a single lump sum payment before December 15 of the contract year.

**H. HEALTH EXAMS**

Any health examination which is required by the IRESA to maintain employment shall be paid for by the Employer.

**I. RETIREMENT/RESIGNATION**

If the employee notifies the district of their intention to resign or retire sixty (60) days prior to said resignation or retirement, the employee shall receive Thirty Five Dollars (\$35) for each unused sick leave day. Upon retirement employees shall have the option to continue life insurance benefits at their cost under the group rate.

**J. FULL-TIME/PART-TIME EMPLOYEES**

1. Employees who work thirty (30) or more hours per week on a regularly scheduled basis are recognized as full-time personnel and shall be eligible for full fringe benefits: insurance, leaves, holidays, and vacations.
2. Employees who work a minimum of twenty (20) hours but do not exceed thirty (30) hours on a regularly scheduled basis are recognized as part-time personnel and shall be eligible for a Five Thousand Dollars (\$5,000) term life insurance policy, long-term disability insurance, leaves, holidays, and vacations.
3. Employees who work less than twenty (20) hours per week on a regularly scheduled basis are recognized as part-time personnel and shall be eligible for leaves, holidays, and vacation.

4. Each employee shall be given an annual individual contract to sign stating number of days to be worked; vacation days accrued, holidays, personal days, and accumulated sick leave. A copy of each individual contract shall be provided to the Union treasurer immediately upon signed release by the employee.
5. Leaves, holidays, and vacations will be compensated based on the number of hours worked by that employee on the average per month of their working days.

**K. TEMPORARY/PERMANENT SUBSTITUTES**

When a position is being filled by a substitute and that position is determined by the Board to be permanent, the position will be posted in a reasonable time period.

**ARTICLE VII HOURS OF WORK**

- A.** CI paraprofessionals will work seven and one-quarter (7-1/4) hours per day for 185 days in a CI classroom.
- B.** SCI paraprofessionals will work seven and one-quarter (7-1/4) hours per day for 214 days in a SCI classroom.
- C.** Vocational Education paraprofessionals will work seven and one-quarter (7-1/4) hours per day for 190 days.
- D.** Interpreter for Hearing Impaired Program and paraprofessionals for the Hearing Impaired Program will work seven and one-quarter (7-1/4) hours per day for 185 days.
- E.** Certified Occupational Therapy Assistant will work seven (7) hours per day for 185 days.
- F.** Vocational Education Instructors will work seven (7) hours per day for 187 days.
- G.** School/Community Liaison-Pupil Accounting Officer will work a minimum forty (40) hours per week for 185 days. Hours are flexible.
- H.** Secretaries and Receptionist/Accounting Clerk will work seven hours (7) per day for 260 days less eleven(11) holidays and respective vacation earned by each employee.

I. Vocational Education secretaries will work seven (7) hours per day for 195 days.

J. Full-time bus drivers will work at least six (6) hours per day for between 185 and 214 days.

K. Hours and days of work are subject to change and may vary due to LEA calendars and other conditions.

L. **WORKING HOURS**

1. Paraprofessionals, Certified Occupational Therapy Assistant, interpreters, and secretaries, starting time will be no earlier than 7:00 a.m. and stopping times will be no later than 5:00 p.m. **The Transportation Secretary's hours may begin at 6:00 a.m.**
2. If there is a need to change an employee's starting and stopping time, the Employer will meet with the employee to discuss the change. The Union will be notified at least twenty (20) working days in advance of the change taking effect.
3. Employees will be required to attend two (2) staff meetings for three (3) additional hours outside the scheduled work day during the 185 day school year. Specific meetings will not exceed one and one-half (1 1/2) hours in length. Employees will be given a two- (2) week notice of said meetings. Employees will have the option to be paid at their hourly rate of pay, or take compensatory time.

M. **RELIEF TIME**

Employees shall be entitled to relief time, morning and afternoon, not to exceed fifteen (15) minutes at either time, and an appropriate time for lunch as arranged with their supervisor.

N. **FIELD TRIPS**

1. Bus drivers are to stay with the students during field trips. They will be paid for their time and are expected to help with the students. They will be entitled to a fifteen (15) minute break if the field trip immediately follows a regularly scheduled bus run.
2. Members of the bargaining unit who attend field trips on a non-regularly scheduled work day shall be compensated at their regular rate of pay.
3. Field trips will be offered by seniority, in rotation, beginning with the most senior employee.

## **ARTICLE VIII OVERTIME HOURS**

Overtime rate shall be paid for all hours worked over forty (40) hours per calendar week.

- A.** Employees in the normal work situation must have prior approval by their immediate supervisor for overtime work.
- B.** Overtime rate shall be one and one-half (1 1/2) times the regular rate of pay Monday through Saturday, Sunday will be double time.
- C.** In lieu of overtime, the employee and employer may agree to use compensatory time. Compensatory time shall be one and one-half (1 1/2) the hours worked and must be taken within forty (40) working days or as arranged with supervisor.

## **ARTICLE IX TRAVEL**

- A.** **MEALS**  
When attending duly called meetings, workshops or conferences requiring out of district travel, reimbursement for meals will be made. Receipts must be provided.
- B.** **ACCOMMODATIONS**  
Reimbursement shall be made for all actual expenditures for overnight accommodations at standard room rates. Paid receipts are required.
- C.** **MILEAGE RATE**  
Mileage rate applicable to school business miles traveled, when using privately owned automobile, shall be the current IRS standard mileage allowance.
- D.** **REGISTRATION FEES**  
All approved conference registration fees charged, when attending a conference or other professional development program, shall be reimbursed to the individual upon submission of appropriate receipt(s).

## **ARTICLE X SICK LEAVE AND LEAVES OF ABSENCE**

### **A. SICK LEAVE**

1. Sick leave with pay shall be granted in cases of illness to the employee, parents, spouse, or children. Upon initial employment and at the beginning of each year thereafter, each employee shall be granted sick leave days in the number of:

201 or more day employee - 12 days  
200 or less day employee - 10 days.

2. The immediate supervisor may require a doctor statement for any or all sick days used after four (4) days.
3. An employee's sick leave days shall not be charged for necessary absences resulting from childhood diseases, including, but not limited to, the following: Chicken Pox, Measles, Mumps, Diphtheria, Whooping Cough, Impetigo, Scabies, Head Lice, and Pink Eye. The Board requires reasonable proof shall be provided by the employee that the employee contracted the childhood illness while in the course of employment.
4. Sick Bank - A Central Sick Bank Board shall be established by the Iosco Federation of Auxiliary Employees to receive, screen and recommend to the Superintendent of Schools, eligible applications to the Central Sick Bank. A committee shall be appointed by the union to set criteria/guidelines for use of sick bank.

### **B. DEATH LEAVE**

1. In the event of death in the immediate family: parent, in-laws, sister, brother, spouse, children, grandchildren, and grandparents, the employee shall be granted up to five (5) days leave of absence with pay, not chargeable against sick leave allowance. Should additional days be needed, they will be deducted from unused sick leave or taken without pay.
2. The immediate supervisor shall use their discretion in the event of other funeral or emergency situations in granting additional paid leave.

### **C. PERSONAL BUSINESS DAYS**

Employees working 200 or less days shall receive two (2) personal business days. Employees working 201 or more days shall receive three (3) personal business days. A

48-hour notice is requested, but may be waived at the discretion of the Superintendent. The use of personal business days is for the purpose of transacting business which cannot be taken care of any other time. These days may not be used for social, recreational, or entertainment purposes. The first and last day of school, vacation, or recess period may not be taken as personal business days. If personal business days are not used during the school year, they will go into the sick day reserve of the employee.

## **ARTICLE XI LEAVES OF ABSENCE WITHOUT PAY**

### **A. CHILD CARE LEAVE**

Child care leave of up to one (1) year shall be granted without pay. An employee returning from leave provided for in this section shall be placed on the next step of the salary schedule from which the employee went on leave. The employee shall be guaranteed their position upon return from the leave, if the position still exists. The employee may continue all insurance currently in effect at their expense, subject to limitation set by the carrier for the duration of the leave. Upon request, the leave may be renewed for one (1) additional year.

### **B. UNPAID LEAVE**

An unpaid leave of absence, including medical leave, may be granted for reasons the Board finds appropriate for a period of up to one (1) year, with an extension of one (1) year if approved by the Board. The same job will be retained by the employee.

### **C. EMPLOYMENT OF HANDICAPPED EMPLOYEES**

In the event an employee becomes occupationally handicapped or disabled for any reason, the Board will provide the handicapped employee such suitable employment as is available within the bargaining unit.

### **D. LETTER OF INTENT TO RETURN**

When a child care leave or unpaid leave is granted, 120 days prior to the expiration of the leave, the employee will be notified by certified mail at their last known address, of the need to submit a letter of intent to return. The employee must respond within thirty (30) days.

**E. ONE YEAR REPLACEMENT CONTRACT**

An employee hired to fill a vacancy created by a leave of absence will be employed under a one- (1) year replacement contract. The employee will be subject to ARTICLE XXII or ARTICLE V (paragraph H). If the employee hired under a one (1) year replacement contract is hired to fill a permanent vacancy at the completion of that one (1) year replacement contract, the employee shall be credited with their seniority and step earned during the replacement contract. Senior employee bumping rights shall apply in all leave of absence situations as per ARTICLE XXII Section D.

**F. LEAVE FOR UNION BUSINESS**

Upon advance notice and with the approval of the Superintendent, an employee may be granted unpaid leave to attend union business. Combined leave for the Union will not exceed five (5) days per year.

**G. LEAVE FOR STATE EDUCATIONAL APPOINTMENTS**

Upon advance notice and with the approval of the Superintendent, employees may be excused from their assigned workstations to fulfill state level educational appointments.

**ARTICLE XII HOLIDAYS**

- A.** School year employees will be paid for the following holidays: Labor Day, Safety Day, Thanksgiving Day and the day after, Christmas Day, New Years Day, Good Friday, and Memorial Day. Twelve (12) month employees will receive the same as the school year employees plus: Christmas Eve Day, New Year's Eve Day, and Fourth of July.

**ARTICLE XIII VACATIONS**

- A.** Fifty-two (52) week employees shall be entitled to one (1) week paid vacation after completing one (1) year of employment. After completing the second year, they will receive two (2) weeks paid vacation. Beginning the fifth year, the employee will be granted three (3) weeks paid vacation. Beginning the tenth year, the employee will be granted four (4) weeks paid vacation.
- B.** Vacation time accrued shall be taken within the fiscal year covered. Vacation carry-over may be allowed only upon review and approval of the Superintendent.

- C. Regular bus drivers and paraprofessionals working 235 days shall be granted five (5) paid vacation days per summer. The vacation days shall be taken between the end of the traditional school year and prior to the beginning of the following traditional school year.
- D. If a holiday for which the employee is eligible falls during their vacation, an additional day vacation shall be granted.
- E. Paid vacation schedules shall be set up in accordance with the operating requirements of the district. Paid vacation schedules will be worked out as far in advance as possible and approval must be given by the immediate supervisor.
- F. On termination for any reason, the employee or his/her estate, will be paid for whatever vacation time they have accumulated during the year in which they retire or leave the employment of the Board. Payment shall be made within fifteen (15) days of termination.
- G. Employees shall receive their regular rate of pay for vacations.
- H. A vacation may not be waived by an employee and extra pay received for work during that period.

#### **ARTICLE XIV INCLEMENT WEATHER**

- A. **SNOW DAYS**  
On days when area schools are closed because of inclement weather, all Union employees should report to their assigned stations at the regular time or as soon as safe travel conditions will permit. Employees who are unable to report to work shall notify the administration. When the office remains open, absences resulting from inclement weather will be deducted from the employee's sick leave. Notification to employees shall be made regarding variance of the application of this Article. When the Iosco RESA office is closed, all Union employees will be paid. If an employee is called in on a snow day when the Iosco RESA office is closed, they shall receive an additional eight hours pay at their current rate.



## ARTICLE XV GRIEVANCE PROCEDURE

### SECTION 1: DEFINITION

- A. A grievance is an alleged violation, misinterpretation or misapplication of any provision of the Agreement.
- B. An aggrieved person shall mean any member of the bargaining unit, or the Union in its own behalf, making the complaint.
- C. Wherever the term employee is used, it is to include any member or members of the bargaining unit.
- D. Wherever the singular is used, it may include the plural.
- E. Wherever notice is used, it is meant that such be a written notice.
- F. The term days in this Article shall mean Monday through Friday, excluding holidays.

### SECTION 2: GENERAL PRINCIPALS

- A. A grievance may be withdrawn at any level.
- B. If a grievance arises from the action of authority higher than building administrator, it may be initiated at Step 2 of this procedure.
- C. Hearings and conferences held under this procedure will be conducted outside duty school hours or at other mutually agreeable times.
- D. Forms for filing and processing grievances will be designed cooperatively by the Union and its representatives, and the Board or its representatives will be prepared and given appropriate distribution so as to facilitate the operation of the grievance procedure.
- E. Failure by the employee and/or the Union, at any step of this procedure, to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- F. Failure by the Employer, or his designated agents, to communicate a decision on a grievance within the specified time limits shall be deemed a denial of the remedy sought

to the grievance. The Union shall have the right to appeal to the next step of the procedure.

- G. The time limits specified in this procedure may be extended in any specific instance by written mutual agreement signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
- H. The Employer and the Union shall bear the full costs for its representative counsel, witnesses, and other costs in the arbitration.
- I. The fees and expenses of the arbitration shall be borne equally by both parties.
- J. No arbitrator shall hear more than one (1) grievance at any one (1) hearing without the mutual consent of the Employer and the Union.
- K. The primary purpose of the grievance procedure is to secure equitable solutions at the closest supervisory level possible.

**SECTION 3: PROCEDURE FOR ADJUSTMENT OF GRIEVANCE**

- A. Grievance shall be presented and adjusted in accordance with the following procedures:

**STEP 1: INFORMAL CONFERENCE**

A complaint shall first be identified as a grievance issue. The grievance shall cite appropriate contract sections and shall be discussed with the appropriate supervisor or designee with the object of resolving the matter informally.

**STEP 2: WRITTEN PROCEDURE**

In the event the matter is not resolved informally, the grievance stated in writing on the form provided for such purpose may be submitted to the building supervisor or his designee within fifteen (15) days following the discovery by the aggrieved party of the act or condition which is the basis of the grievance.

- a. The grievance may be lodged and a meeting scheduled in five (5) days and thereafter discussed with the building supervisor or his designee:
  - 1. by an employee accompanied by the appropriate Union representative,
  - 2. by the Union representative in the name of the Union.

- b. Within ten (10) days following the meeting in Step 1 as above, the building supervisor, or his designee, shall communicate his decision along with his reasons therefore, in writing on the grievance form to the Union representative.

**STEP 3: WRITTEN PROCEDURE**

Within five (5) days after receiving the decision of the building supervisor or their designee, an appeal along with the reasons therefore from the decision may be made to the Superintendent. The appeal shall be in writing on the form provided and shall be accompanied by a copy of the original grievance and decision at Step 1.

- a. The grievance may be lodged and a meeting scheduled within five (5) days and thereafter discussed with the Superintendent or his designee.
- b. Within five (5) days following the meeting in Step 2, as above, the Superintendent or their designee shall communicate their decision along with their reasons therefore in writing on the grievance form to the Union representative.

**STEP 4: WRITTEN PROCEDURE**

Within five (5) days after receiving the decision of the Superintendent or their designee, an appeal along with the reasons therefore from the decision may be made to the Board. The appeal shall be in writing on the form provided and shall be accompanied by a copy of the original grievance and decision at Step 1 and 2.

- a. In not less than five (5) days or more than thirty-five calendar days after receipt of the appeal, a committee appointed by the Board shall hold a hearing on the grievance. Participants in this hearing shall be given at least three (3) days notice of the hearing.
- b. No later than at its next scheduled meeting, after the hearing of the appeal, the Board shall communicate its decision in writing on the form provided, together with supporting reasons to the Union representative.

**STEP 5: ARBITRATION**

Within ten (10) days after receipt of the decision of the Board, the Union may appeal the decision to advisory arbitration under the auspices and rules of the American Arbitration Association.

## ARTICLE XVI NEGOTIATIONS PROCESS

- A. Negotiations for a new Agreement or modification of the existing Agreement shall begin at a time, date, and place mutually determined by the Employer and the Union.
- B. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. Each party may select its representatives from within or outside the school district. No final agreement shall be executed without ratification by the Employer and the Union. The parties mutually pledge their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and recommend ratification in the course of the negotiations.
- C. After ratification of the agreement, either party may request conferences to discuss matters which may arise from time to time which are of mutual concern to the parties.

## ARTICLE XVII SENIORITY

- A. A new employee will be considered as a probationary employee until they have worked in the same classification at least ninety (90) working days. An employee must work one (1) additional day for each day of absence during the probationary period.
- B. Seniority within the employee's classification shall be established upon completion of the probationary period, effective as of the date of hire.
- C. The employee's seniority date shall not automatically determine the employee's placement on the salary schedule.
- D. Seniority shall be terminated for the following reasons:

  - 1. The employee quits
  - 2. The employee is discharged
  - 3. The employee is laid off for a continuous period equal to the classification seniority they had acquired at the time of layoff
  - 4. The employee retires
  - 5. The employee fails to return from layoff within two (2) weeks after notification by certified mail

6. The employee fails to notify the Employer of their intention of returning to work within five (5) days after the expiration of a leave
- E. An employee who is transferred to a position with the Board that is not covered by the terms and conditions of this Agreement, shall retain seniority, (such seniority shall be frozen as of the date the employee left the unit) and shall be entitled to exercise such seniority upon return to the bargaining unit.
- F. For employees having the same seniority date, the most senior employee will be determined by draw.
- G. Laid off or discharged probationary employees shall not have recourse to the terms of this Agreement for matter of layoff or discharge.
- H. A union/management committee shall establish and maintain a seniority list which shall be posted. The list shall indicate any and all laid off employees, the position they held, and the date they will lose their seniority.
- I. When bus runs are changed by adding or deleting time, drivers will be allowed to bump according to seniority at the start of a semester.

#### **ARTICLE XVIII JURY DUTY**

An employee who serves on jury duty or is subpoenaed to appear in court in any action in which they are not named party to the legal proceeding shall be paid the full amount they would have earned for each day in which the employee reports for or performs jury duty or appears in court and on which they otherwise would have been scheduled to work up to a limit of sixty (60) days in any one (1) school year, providing the employee turns over to the Employer the amount received for jury duty or appearing in court on the days when the employee would otherwise have been undertaking regular assigned work in the district.

#### **ARTICLE XIX FEES CHECK OFF SYSTEM**

- A. Upon filing with the Employer a written authorization form for payroll deduction signed by the employee, the Employer agrees, during the term of this Agreement and any

extension or renewal thereof, to deduct union membership dues, agency shop fees, and assessments which may have been levied in accordance with the constitution and bylaws of the Union from the pay of such employee.

- B. The Employer agrees to forward such deductions along with a list of any changes from the previous list within one (1) week following such deduction to the local treasurer of the Union.
- C. The Employer shall forward to the Union Treasurer a list of all employees within the bargaining unit, their social security number, employee's address and their assigned location, no later than September 15 of the school year. If the employee is hired within the school year, the Employer has fifteen (15) days to forward said information to the Union Treasurer.
- D. Individual Union authorization forms shall be mutually agreed upon and, when executed, shall be filed by the Union with the Employer. Authorizations, once filed by the Union with the Employer, shall continue in full force and effective until revoked by the employee on a form mutually agreed upon, which form shall be filed with the Employer. The Union agrees that at least thirty (30) days prior to the beginning of each school year, to give written notification to the Employer of the amounts to be deducted in that year under such authorizations.
- E. Within thirty (30) days after employment or the execution of the Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of Union dues.
- F. The Iosco Federation of Auxiliary Employees shall indemnify and save the Employer harmless against any and all claims, demands, suits, or judgment damages which may arise from the implementation of this Section of the Agreement.
- G. Any member of the bargaining unit who has not joined the Union during such periods, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be pro-rated to the Union dues and assessments which have been established by the Union for each school year. It is understood that the payment of such sum shall not constitute an agreement to become a member of the Union.

- H. The Employer agrees to notify all employees in the bargaining unit (those employed at the time of execution of the Agreement or its extensions or renewals, as well as new hires) of the above stated thirty (30) day period.
- I. Failure within the above stated thirty (30) days to deliver authorization shall constitute a basis for discharge and the Employer agrees, upon receipt of notification from the Union, that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to discharge such employee within five (5) days; it being understood between the parties to this Agreement that such requirement is a condition of continued employment with the Employer.
- J. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered re-employment by the Employer, such unpaid amounts shall be required to be paid to the Union by the applicant as a precondition to re-employment.

## **ARTICLE XX VACANCIES AND PROMOTIONS**

- A. Whenever a vacancy occurs in a position at the Iosco RESA covered under the terms of this Agreement, the Board shall publish said vacancy by posting such position at the Iosco RESA and at all Iosco RESA work sites for five (5) working days. At the end of such time, all interested and qualified candidates from within the bargaining unit shall be granted an interview. If the Board determines that no qualified or suitable candidate can be hired within the Iosco RESA, the vacancy may be posted outside the bargaining unit. If a vacancy occurs during the summer, the Union will be notified. The vacancy notice shall contain a position title, qualifications, position's supervisor, description of the principle role, description of the application process, deadline for applications, instructions on how to apply, compensation, and a starting date.
- B. Employees interested in such vacancies shall notify the Superintendent or designee in writing. In filling vacancies, the Board shall consider the experience attainments, competency, educational qualifications, length of service in the Iosco RESA, and other relevant factors of the candidates. When the qualifications of two (2) or more applicants for a job vacancy are found to be

substantially equal, the vacancy shall be filled by the applicant with the longest seniority in the district.

- C. The Board, when requested, shall, in writing, give its reasons for the selection of one applicant over another.
- D. Any qualified individual in Local 4300 will be given first consideration if a teaching position becomes available at IRESA.
- E. Movement Within Bargaining Unit - Any employee transferring (based on qualifications and job requirements as determined by the administration) within the bargaining unit to a different position and is put on a 90 work day probation period, the employee reserves the right within that probation period to accept or reject the new position. If rejection should occur on either part (employee or employer) the employee reserves the right to return to previous position.

## **ARTICLE XXI FEDERAL AND STATE LAWS**

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law not existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions thereof.

## **ARTICLE XXII LAY-OFF**

- A. The word "lay-off" means a reduction in working force due to a decrease of work or operating funds.
- B. In the event of a lay-off, the order of lay-off shall be first, probationary employees; next, other employees within the classification in accordance with their seniority.
- C. The Board shall provide all employees with thirty (30) days notice prior to lay off.
- D. Any seniority employee removed shall be able to exercise Seniority right to bump:
  - 1. Into a job classification they previously held with a satisfactory evaluation at the Iosco RESA.



2. If they had not held another job classification, they shall have the right to bump into a different job classification for which they are qualified.
3. An employee who has bumping rights as set forth above shall have the right to either exercise the bump or accept the lay-off until recalled. The employee shall not be deemed to have refused work.
4. The least senior employees who remain unplaced after the reduction in the required job classification and, bumping is completed, shall be laid off.

### **ARTICLE XXIII RECALL**

- A.** Employees laid off through the procedures, as stated in this Agreement, shall be maintained on a recall list for a period equal to their system-wide seniority but, in no case less than two (2) years.
- B.** Laid off employees shall be recalled in the inverse order of the lay-off. The most senior employees shall be recalled to the first opening in the job classification from which the employee was laid off, or if they had bumped down from their original position in the reduction of the work force before being laid off to such former position.
- C.** Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Board, and shall require the employee report to work within fourteen (14) days after delivery or proof of non-delivery. If an employee fails to report for recall, they shall be considered a quit, unless there are extenuating circumstances.
- D.** Laid off employees, if qualified, shall be given preference for substitute positions.

### **ARTICLE XXIV ASSIGNMENT**

- A.** An employee working fewer than 260 days per year, and who is requested by the Employer to work during the summer and/or substitute during the school year, shall be paid their regular rate effective July 1 of the current fiscal year.

- B. The duties of any employee or the responsibilities of any position in the bargaining unit shall not be altered or transferred to a person not a member of the bargaining unit without prior negotiations with the Union.
- C. Duties and responsibilities of any individual position shall not be transferred to another classification without prior agreement and negotiations with the Union.

## ARTICLE XXV MISCELLANEOUS PROVISIONS

- A. Employees shall be individually responsible for notifying designated person when the employee will be absent from work, in order to give the Employer time to call in substitutes. In emergency situations, where the employee could not possibly have anticipated the absence ahead of time, such notification must be made as soon as possible but no later than one (1) hour before the regular scheduled reporting time.
- B. In no event shall a person who is non-certified under Michigan Law be placed in charge of a classroom.
- C. Employee's Lounge: The employer shall provide a designated area as an employees' lounge with a refrigerator.
- D. Tuition: The Board shall pay for classes taken that directly relate to the position held by the individual at the Iosco RESA. This will be a mutual agreement between employee and management. The employee must receive prior approval from the Superintendent and/or the Board of Education prior to enrollment. Reimbursement will be paid at the satisfactory completion of the course, and at a rate of Seventy-five Dollars (\$75) per credit hour plus books or Eighty Percent (80%) of the tuition fee plus books, whichever is greater.

**ARTICLE XXVI DURATION AND TERMINATION OF  
AGREEMENT**

This Agreement shall become effective **October 8, 2009** and shall continue in full force and effect, without change, until **June 30, 2010**, unless either party shall give written notice to the other at least sixty (60) days prior to June 30, 2010 or any time thereafter if it is desirable to modify, amend, or terminate this Agreement. Then said Agreement shall be automatically renewed upon the same terms and conditions for a period of one (1) year, and so on, from year to year.

**IOSCO RESA  
BOARD OF EDUCATION**

**IOSCO RESA FEDERATION  
OF AUXILIARY EMPLOYEES  
LOCAL #4300**

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**FRED LEWIS, PRESIDENT**

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**JEANNE HEBNER, PRESIDENT**

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**LILA FEGAN, SECRETARY**

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**MARY PORTER, SECRETARY**