

AGREEMENT

This Agreement entered into this 8th day of December 2010, by and between the **IOSCO REGIONAL EDUCATIONAL SERVICE AGENCY**, hereinafter called the "**BOARD**" and the **IOSCO FEDERATION OF TEACHERS, Local 3531, MFT, AFT, AFL-CIO**, hereinafter called the "**UNION**", for the period beginning **December 8, 2010 and ending June 30, 2012**.

ARTICLE I - RECOGNITION

Section 1

A. The Board recognizes the union as the sole and exclusive bargaining agent for all personnel engaged in the following activities: speech therapy, remedial reading, visually impaired, hearing impaired, homebound, physically handicapped, emotionally impaired, learning disability, teachers of mentally impaired, teacher consultants, psychologists, social workers, occupational therapists, and vocational education teachers specified; excluding superintendent, assistant superintendents, directors, coordinators, special instructors, employees who regularly work less than four hours per day, secretaries, office personnel, administrators, executives, substitutes and all others.

Section 2

A. Work presently performed by members of the bargaining unit shall not be assigned outside the unit without first discussing the changes with the Union.

Section 3

A. Wages, hours and working conditions of new positions covered by this Agreement shall be negotiated with the Union.

Section 4

A. This Agreement shall be applied equally to all employees within the bargaining unit.

Section 5

A. The IOSCO REGIONAL EDUCATIONAL SERVICE AGENCY complies with all federal law and regulations prohibiting discrimination and with all requirements and regulations of the US Department of Education. No person on the basis of race, color, 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.

Section 6

A. Upon filing with the Board on a written authorization form for payroll deduction signed by the employee, the Board agrees during the term of this agreement and any extension or renewal thereof to deduct union membership dues, service 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 Board agrees to forward such deductions along with a list of any changes from the previous list within one (1) week following such deductions to the local treasurer of the Union.

C. The Board shall forward to the Union a list of all employees within the bargaining unit and their assigned locations no later than September 15 of the school year.

D. Individual Union authorization forms shall be mutually agreed upon and when executed, shall be filed by the Union with the Board. Authorization once filed with the Board shall continue in force and effect until revoked by the employee on a form mutually agreed upon, which form shall be filed with the Board. The Union agrees that at least thirty (30) days prior to the beginning of each school year to give written notification to the Board of the amounts to be deducted in that year under such authorization.

Section 7

A. Within thirty (30) days after employment or the execution of this 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.

B. Any member of the bargaining unit who has not joined the Union during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum equal 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 sums shall not constitute an agreement to become a member of the Union.

C. The Board 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.

D. Failure within the above stated thirty (30) days to deliver authorization shall constitute a basis for discharge, and the Board 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 and to begin proceedings to discharge such employee in accordance with appropriate State of Michigan statutes. It being understood between the parties of this Agreement that such requirement is a condition of continued employment with the Board.

E. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered re-employment by the Board, such unpaid amounts shall be required to be paid to the Union by the applicant as a precondition to re-employment.

Section 8

A. The Iosco Federation of Teachers shall indemnify and save the Board harmless against any and all claims, demands, suits or judgment damages which may arise from the implementation of Section Seven (7), Article One (1) of this Agreement.

ARTICLE II - EFFECT OF THE AGREEMENT

Section 1

A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

Section 2

A. If any provision of this Agreement is or shall at any time be found to be contrary to law by a court of competent jurisdiction, such provision shall not be applicable or performed or enforced except to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect. The parties may agree to meet and negotiate substitute language.

ARTICLE III - DEFINITION OF RESPONSIBILITIES AND RIGHTS

Section 1

A. Except to the extent specifically abridged by a provision of this Agreement, the Board reserves and retains solely and exclusively all of its rights to manage the district. Such rights shall include but are not limited to: determine the number of types of positions, to establish policies, practices or procedures for the District, and from time to time, change or abolish such policies, practices or procedures relating to its operation and of the School System, as the Board shall deem advisable.

Section 2

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

Section 3

A. Each employee shall be permitted to inspect all of the contents of his/her personnel file.

B. Any material not made known to an employee shall not be permitted as evidence in any grievance or any disciplinary action against such employee.

C. Correspondence or other material making reference to an employee's competence, character, or manner which the Board intends to place in the employee's file, will be made known to the employee and the employee will be given an opportunity to attach his/her comments.

D. When staff records or credentials are requested by a non Iosco RESA person, agency, or institution, that staff member will be informed of what records are requested, by whom they are requested, and for what purpose they are requested.

Section 4.

A. The parties recognize the importance and value of developing a procedure for assisting in evaluating the progress and success of staff members. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish these goals.

B. All certified staff upon employment and at the beginning of each school year will be apprised of the specific evaluation procedures and criteria prior

to conducting any formal evaluation. The total evaluation of a staff member will include classroom observations, district procedures, rules and regulations, and staff and student relationships. Observations shall form a basis for the evaluation of the practices, methods, techniques of the staff member. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the performance of an employee shall be conducted openly and with full knowledge of the employee. An employee will be informed in advance of the day on which he/she is to be evaluated in order that the objectives or purpose of the class or work period being evaluated will be discussed in advance between the parties. Probationary employees shall have at least one observation and total evaluation each year. Tenured employees will be observed and evaluated at least every three years. Within two weeks after the formal observation, the employee will receive a written report and have an opportunity to discuss the report with an administrator. The report will contain specific weaknesses, strengths, and suggested improvements. The employee will be offered the opportunity to sign the report. Space will be provided on the evaluation form where employees may insert their comments relative to the evaluation. The employee may request and receive one additional formal evaluation, which shall be scheduled by mutual consent. All evaluations shall be completed before April 30th of each year.

C. Tenure teachers will be evaluated at least once every three (3) years. Those teachers to be evaluated will be notified in September that they will be evaluated that school year. However, notification does not restrict administrative evaluation. All evaluations shall be completed before March 31st of each year.

Section 5

A. In cases of disciplinary interviews and reprimands, an affected employee will have the right in all such instances to request the presence of a union representative to said interview, and when such a request is made, the interview will not proceed until the representative is in attendance. The employer shall have a similar right to include representatives of its choice at such meetings.

Section 6

A. The Union and its representatives may request to use the Iosco RESA building at all reasonable hours for meetings, provided when special custodial service is required, the employer may make a reasonable charge therefore. Such use shall require the Union follow the established building scheduling procedures and policies established by the Board.

B. The Federation shall, upon request, be granted the privilege of conduction of a Federation meeting once a month to begin as soon as students have

gone. Those employees choosing not to attend the meeting must complete their workday on school-related activities. If the Federation meeting conflicts with another school-related activity, the Federation will reschedule its meeting at the request of Administration.

C. The Federation shall be allotted the minimum of one hour for Federation business at each of the in-service days.

Section 7

A. Duly authorized representatives of the Union shall be permitted to transact official Union business on the Iosco RESA property during non-paid time, provided this shall not interfere with or interrupt normal Iosco RESA operations.

Section 8

A. The Union shall be permitted to post notices of its activities and matters of Union concern on bulletin boards located in Iosco RESA buildings. Said notices and other materials may also be circulated through the mail service upon approval of the administration.

Section 9

A. The Board will make available to the Union information which the Union needs for preparation of bargaining demands for implementation of the terms of the Agreement or for processing of grievances arising out of this Agreement.

Section 10

Employer Support of Student Discipline & Teacher Protection

A. 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. Whenever it appears that a particular pupil will require the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take prompt action to assist the teacher with respect to such pupils.

B. 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 their rights and obligations with respect to the assault in connection with the handling of the incident by law enforcement and judicial authorities.

C. Teachers may use such reasonable physical force as may be necessary for the following purposes, but shall not be obligated to risk their own safety to

perform such functions. The parties agree that use of physical force, as listed below does not constitute corporal punishment:

1. to protect himself, students, or others from physical injury;
2. to obtain possession of a weapon or other dangerous object(s) upon or within the control of a student;
3. to protect property from physical damage.

D. Any complaint by a parent of a student directed toward a teacher, which requires action by an administrator, shall be promptly called to the teacher's attention by the administrator. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher unless the teacher is proven negligent.

E. The staff and school authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the student and his/her parents when warranted.

F. The Board will reimburse employees in an amount not to exceed a total of \$200 per year for loss, damage, or destruction of personal property while on duty. If the item is covered by the school's insurance, the \$200 can be used to offset the deductible.

G. The term "personal property" shall not include cash. The term "loss and destruction" shall not cover the effects of normal wear and tear and use.

Section 11

A. When a student serviced by an Iosco RESA program requires special care and procedures, such as but not limited to, suction on breathing apparatus, catheterization, tube feeding, use of oxygen, and who requires this care during transportation or while at school, those procedures will be performed only within the parameters of the public health code.

B. Teachers will be provided annual training on the handling of bodily fluids, and will be provided the necessary means to protect themselves from infection. Teachers will be notified, in as much as the confidentiality laws allow, if a child in their program is infected with a contagious illness requiring special precautions; such as but not limited to, Herpes, Hepatitis B, HIV, Cyatomeglia, Epstein-Barr Syndrome, etc.

C. Facilities for changing, sanitizing, and disposal of personal hygiene items will be provided. Antibacterial soap, wipes, and disposable gloves will be available.

Section 12

A. Itinerants with permanent classrooms in local districts shall receive the same planning time as other teachers in those districts.

ARTICLE IV - NEGOTIATIONS

Section 1

A. Negotiations for a new agreement or modification of the existing Agreement shall begin at a time, date, and place mutually determined by the Board and the Union.

Section 2

A. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the school district. No final agreement shall be executed without ratification by the Board 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 negotiations.

Section 3

A. After ratification of this agreement, either party may request a conference to discuss matters which may arise from time to time, which are of mutual concern to the parties.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1

Definition

A. A grievance is an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

B. An aggrieved person shall mean any member of the bargaining unit, or the Union in its own behalf, making the complaint.

C. Whenever 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 Principles

- 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 shall be conducted outside duty school hours or at other mutually agreeable times.
- D. Forms for filing and processing grievances shall be conveniently available within the administration offices and a supply available to the Union.
- 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 Board or its 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 Board 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 born equally by both parties.
- J. No arbitrator shall hear more than one (1) grievance at any one hearing without the mutual consent of the Board and the Union.
- K. The primary purpose of this grievance procedure is to secure equitable solutions of 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:

1. Informal Conference

- a) An alleged violation, misinterpretation or misapplication of any provision of the Agreement shall first be identified as a grievance issue. The grievance shall cite the appropriate contract section or sections and shall be discussed with the appropriate Building Supervisor or designee within ten (10) days following the discovery by the aggrieved party of the act or condition which is the basis of the grievance, with the object of resolving the matter informally.
 - 1) by an employee in person on his/her own behalf
 - 2) by an employee accompanied by the appropriate Union representative
 - 3) through the Union representative, if employee so requests
 - 4) by the union representative in the name of the Union

2. Step 1: Written Procedure

- a) 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/her designee within fifteen (15) days following the discovery by the aggrieved party of the act, or condition which is the basis of the grievance.
- b) The grievance may be lodged and a meeting scheduled in five (5) days and thereafter discussed with the Building Supervisor or his/her designee:
 - 1) by an employee in person on his/her own behalf
 - 2) by an employee accompanied by the appropriate Union representative
 - 3) through the Union representative, if employee so requests
 - 4) by the union representative in the name of the Union
- c) Within ten (10) days following the meeting in Step 1 as above, the Building Supervisor or his/her designee shall communicate his/her decision along with his/her reasons, therefore in writing on the grievance form to the union representative or to the aggrieved employee, if any.

3. Step 2: Written Procedure

- a) Within five (5) days after receiving the decision of the Building Supervisor or his/her designee, an appeal along with the reasons, therefore from the decision, may be made to the Superintendent or designee. 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.
- b) The grievance may be lodged and a meeting scheduled within five (5) days and thereafter discussed with the Superintendent or his/her designee:
 - 1) by an employee in person on his/her own behalf
 - 2) by an employee accompanied by the appropriate Union representative
 - 3) through the Union representative, if the employee so requests
 - 4) by the union representative in the name of the Union
- c) Within five (5) days following the meeting in Step 2, as above, the Superintendent or his/her designee shall communicate his/her decision along with his/her reasons in writing on the grievance form to the union representative or to the aggrieved employee, if any.

4. Step 3: Written Procedure

- a) Within five (5) days after receiving the decision of the Superintendent or 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 Step 2.
- b) In not less than five (5) days or more than thirty-five (35) 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.
- c) 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 or the aggrieved employee, if any.

5. Step 4: Arbitration

- a) 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 VI - ASSIGNMENT, VACANCIES,
PROMOTIONS, TRANSFERS**

Section 1

A. All vacancies whether created by expansion, resignation, discharge, transfer, leave or promotion shall be filled by the most qualified, certified applicant. For the purpose of this Agreement, qualifications shall be considered to be a function of formal training, demonstrated skills and applicable (or related) work experience.

B. Where there are two (2) or more applicants for the same position and their qualifications for that position being unequal, the Board or designee shall select the most qualified individual.

C. Where there are two (2) or more applicants for the same position and their qualifications for that position being equal, the Board or designee shall select the individual with the most continuous record of seniority with the district.

D. When the Board or designee has decided which individual is to be recommended for appointment to the position under consideration, the Board or designee shall notify all employee applicants within five (5) days of its decision. The Board or designee, when requested, shall in writing give its reasons for the selection of preferred individual.

E. Whenever a vacancy or new position arises, the Superintendent shall post notices of same within the district's administration office for no less than twenty (20) calendar days before the position is waived if all staff members are made aware of the opening and decline to apply for it.

F. The Superintendent shall wait ten (10) days after posting notices before advertising outside the district.

G. Openings, which occur between June 15 and August 20, will be posted for twenty (20) days and notice sent to the Union. The district shall advertise outside the unit simultaneously.

H. Employees who are involuntarily transferred shall, upon request, be given the reasons in writing. Such employees shall receive seven (7) days' notice when possible.

I. Any member of the unit who is transferred to a position outside the unit may later return to the unit and shall retain such rights as they may have under this Agreement. Seniority shall accumulate for one (1) year after transfer and then be frozen.

Section 2

A. Certified staff members shall be consulted in the selection process for teacher aides. Said staff members shall be given the opportunity to express their preferences.

B. All certified staff members who are assigned classroom aides may perform a standard written evaluation of the aide two times per school year, held at least sixty days apart.

Section 3

A. The Board shall not use personnel from outside the bargaining unit to supplant or replace certified staff and their services unless required to do so by law. In the event the Board should contemplate temporarily contracting services for any present or future certified staff position, the representatives for the certified staff and those for the Board shall meet to review the necessity for such contracting prior to the posting of the position. Temporary contracted services will be reviewed periodically by both the IIFT and the Board (jointly) to determine if all possible efforts to employ a permanent staff member have been pursued and exhausted.

ARTICLE VII - CALENDAR

Section 1

A. The school calendar will be a common calendar developed by the local districts as much as possible, with a member of the unions executive council on the decision team.

Section 2

A. Work beyond the normal responsibilities of the employee's job will be by mutual consent.

Section 3

A. The school year calendars covered under this Agreement shall contain the same number of work days and session days as those contained in the 1985-86 calendar and will be worked out jointly between the parties.

B. Due to the variances in the number of staff work days in the four school districts serviced by the Iosco R.E.S.A., a per diem rate shall be established to compensate for days worked beyond the currently contracted 185 days.

Teacher's salary including longevity on 185 day contract = per diem rate
185 days

Section 4

A. If a staff member works in two or more districts and these districts have conflicting vacation days, the staff member will discuss this with his/her supervisor and use his/her professional judgement to decide which district's calendar will be followed. Notification will be given to each district whose calendar is not followed.

Section 5

A. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities will be rescheduled to insure meeting the mandated days of school instruction.

B. Those persons employed after the start of the current year shall receive additional compensation for "made-up" days if compensation was not already received for said days.

ARTICLE VIII - MISCELLANEOUS

Section 1

A. Staff members are encouraged on an on-going basis to submit suggestions related to the available facilities and/or planned expansion.

Section 2

A. The administration will make available to staff members, where possible and practical, certain library and reference materials in a central location.

B. To facilitate the communication necessary between teachers, parents, and other professionals, telephones will be provided in every classroom.

Section 3

A. The Board has sole discretion over the allocation of money for various budgetary items. Monies are allocated on the basis of availability, effectiveness, practicality, curriculum needs, and reasonableness. A purchase order system shall be maintained which encourages staff members to plan in advance as to their instructional needs for the next school year. The purchase order system will be used on a continuous basis. The administration will also establish a petty cash system to expedite appropriate financial transitions.

B. Staff members shall be kept informed of the budget formation process each spring for the new fiscal year beginning July 1. Prior to ordering classroom materials, each staff member may ascertain the amount of the funds available. Each staff member may be informed prior to July 1 if certain materials requested on purchase orders will not be purchased by directing his/her question to his/her immediate supervisor.

Section 4

A. An employee shall be individually responsible for notifying a designated person (by 7:15 a.m.) when the employee will be absent from school in order to give the employer time to call in substitutes. In emergency situations where the employee's absence could not be anticipated, such notification must be made by 8:00 a.m. of the day the absence is to occur. An employee failing to follow this procedure shall be denied sick leave benefits.

B. Bright Horizons personnel may be asked to voluntarily cover a class for an employee who is unavoidably late, until such time as a substitute can be called in to take over the classroom. The period of such emergency should not exceed one (1) hour.

C. At the beginning of the school year, staff members shall indicate to the administration their preferences relative to instructional aide substitutes for their individual classrooms. When possible, the substitute instructional aides will be called in order as indicated on each teacher's preference list. Also, when a staff member calls in to report his/her unavailability for work, the staff person may recommend a substitute at that time.

Section 5

A. Extra-curricular duties including but not limited to such items as school fairs, social functions, and club sponsoring, shall be voluntary on the part of the employee.

Section 6

A. In the interest of expediting initiation of meaningful programs at the beginning of each school year for Bright Horizons, the employer agrees to make available to employees, before this time, both lists of students and certain student records.

Section 7

A. Inservice workshops may be planned from time to time. Topics for such workshops shall be planned jointly by the staff and the administration.

Section 8

A. New employee orientation shall be jointly worked out by the Union and the Board in order to expedite the period of adjustment of the new employee to the Iosco RESA.

Section 9

A. Employees shall receive individual planning time for their classrooms for evaluation of on-going projects or for conferences of other matters mutually agreed upon.

Section 10

A. All staff hours shall be from 8:00 a.m. to 3:00 p.m. Any deviation from these hours must be discussed with the Federation. All staff shall receive at least five hours per week for individual planning time.

Section 11

A. Itinerants with permanent classrooms in local districts shall receive the same planning time as other teachers in those districts.

Section 12

A. Itinerant staff shall submit a weekly schedule to the appropriate Iosco RESA secretary. The schedule shall include the district and building in which the employee can be located. The staff shall notify the secretary of any changes in their daily work schedule.

B. The staff working day shall be the same hours that are established for the local district/building unless arrangements have been made with the immediate supervisor. When working in the Iosco RESA district office staff hours are 8:00 a.m. to 3:30 p.m.

Section 13

A. When a staff person is asked by Iosco RESA officials to work and/or attend meetings outside the negotiated days in the school calendar, she/he will be given the choice of equal hourly monetary compensation, or compensation time to be used at a mutually agreed upon time. Compensation time may be earned and used in whole or half day blocks. The Iosco RESA Superintendent must approve of all overtime in advance.

Section 14

A. Administration will work with local districts to facilitate appropriate working conditions and space for itinerant staff.

Section 15

A. In the event that work site changes require relocation, staff will be notified in a timely manner, as well as time without students to make such adjustment as necessary to accommodate such relocation, excluding emergencies.

Section 16

A. In the event that classroom/office relocation is necessitated, staff members will be given two days to make the move and set up his/her new classroom. Staff members may choose between pay compensation at his/her daily rate of pay or compensation time to be taken by the end of the school year in which the move takes place.

ARTICLE IX - COMPENSATION

A. New employees hired into the district shall receive up to a maximum of five years credit on the salary schedule for all teaching experience and/or comparable work experience that parallels the position for which the new employee was hired.

B. In order to be considered for the purpose of determining salary, additional hours earned must be:

1. graduate hours in the field of teaching; or
2. hours (graduate or undergraduate) which have been approved in advance by the employer.
3. upon completion of the requisite hours of credit, an employee shall become eligible for placement on the applicable salary

schedule at the beginning of the school year or at the beginning of the semester of the school year. An official transcript or other appropriate verification from the university or college registrar will serve as proof of accomplishment.

C. The Board must pre-approve any classes for which an employee wishes to be reimbursed. The reimbursement rate shall be 80% of the tuition fees. The Board will reimburse mandatory classes. Mandatory classes shall be defined as those which provide required CEU's and/or are needed to gain or maintain the employee's state and national certification.

D. Employees who work five (5) days per week, at least seven (7) or more hours per day on a regularly scheduled basis, are recognized as full time employees and shall be eligible for full fringe benefits (insurance and leaves). Part-time employees who are hired after July 1, 1987 shall have fringe benefits (insurance and leaves) prorated based on the percentage of time they are employed. All part-time employees will have the opportunity to purchase additional benefits over and above those which they receive. If an employee elects to purchase the additional fringe benefits, the cost may be deducted from his/her paycheck. If an employee elects not to enroll in a specific insurance coverage(s), the employee may redistribute those dollar benefits to another coverage(s) provided by the contract. The group rate shall apply.

Section 1

A. All authorizations for payroll deductions will be made on one (1) form and shall be available for:

1. US Bonds
2. United Fund
3. Union Dues
4. Any other program approved by the Board

Section 2

A. Upon receipt of proper application, the Board agrees to provide each employee according to their family status for health care protection the following program by the Board approved health carrier: Michigan State AFL-CIO, Public Employee Health and Welfare

MEBS	ULTRA STAR PPO
Prescription	CAREMARK \$10/\$20/\$40 – Effective 2/01/11
HRA Debit Card	\$370 deposited on debit card annually 2/01

B. Effective July 1, 2011, the medical insurance premium will be capped at 10% of the previous year's premium.

C. Upon receipt of proper application, the Board shall provide without cost to employees covered under this Agreement, term life insurance protection in the amount of \$20,000 that shall be paid to the bargaining unit members designated beneficiary. The Board selected carrier is American United Life Insurance Company. The term life insurance program shall also provide:

1. In the event of accidental death, an additional amount equal to the face amount of the life insurance policy;
2. In the event of dismemberment, a scheduled amount payable according to severity and loss.

D. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policy holder. As required by Statute (P.A. 1956; No.218332), employees who have Board provided term life insurance, have a thirty (30) day conversion right upon termination of employment. Any employee (teacher) electing his/her right of conversion in order to keep his/her term life insurance in force, must contact the insurance carrier within thirty (30) days of their last day of employment.

E. Upon receipt of proper application, the Board shall provide without cost to employees covered under this Agreement and their eligible immediate family dependents as defined by the US Internal Revenue Service, a dental plan as defined in the employee certificate of coverage and specifications as outlined in Policy #52210-827-002 SET-SEG, INC. The Board agrees to provide the above mentioned benefit program within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.

F. The Board shall provide an optical fund bank equal to \$250.00 per employee per year. All bills shall be submitted by the end of May each year. The reimbursement shall be distributed evenly. If money is left in the bank, it will be carried over to the following year. **Will be Deleted******

G. Upon receipt of proper application, the Board shall provide the SET-SEG Long Term Disability Insurance Plan with a sixty day (60) qualifying period and a \$2,500 monthly maximum benefit to all employees working a minimum of twenty (20) hours.

H. The Board shall provide for the employees Plan (A-1600) American Family Life Assurances. If the employee is not insured under this Plan, Plan A-1400 may be substituted at the same cost level as A-1600. The

employee shall have the option to cover other family members at their expense. **Will Be Deleted******

I. In the event a national health service is implemented, and in the event a national policy requires that the IIFT be included in such a plan, the current coverage will be the base line for further negotiations if allowed by law.

Section 3

A. Paychecks shall be paid in twenty-one (21) or twenty-six (26) installments at the option of the employee, provided such employee notifies the Board on the first day of school, each year, of the preferred option. When a pay period comes during a time school is not in session, every effort will be made to issue the checks on the last day employees are in school.

B. Any health examinations which are required by the Iosco RESA to maintain employment, shall be paid for by the employer.

Section 4

A. The following schedule will be used for compensating employees for their professional experience. Placement on the schedule for employees hired prior to July 1, 1987, will be determined by their current placement on the salary schedule.

<u>STEP</u>	<u>BA</u>	<u>BA+20</u>	<u>BA+30/MA</u>	<u>MA+30</u>
<u>2011</u>				
13-14	\$ 855	\$1279	\$1703	\$2129
15-19	\$1704	\$2129	\$2554	\$2978
20-24	\$2554	\$2978	\$3404	\$3832
25-29	\$3404	\$3832	\$4257	\$4681

Section 5

Mileage Reimbursement

A. In so far as practicable, the first and last school of assignment for a particular day shall be that school unit located nearest one's residence and no mileage shall be paid for such travel.

B. Further, wherein the first school of assignment in the morning is located outside one's school district of home residence, the mileage reimbursement shall be computed on the basis of the mileage distance between Iosco RESA office

and said school or the actual mileage between the two (2) districts, whichever is less.

C. Wherein the last school of assignment in the afternoon is located outside one's school district of home residence, the mileage shall be computed on the basis of the mileage distance between the Iosco RESA office and said school or the actual mileage between the two (2) districts, whichever is less.

D. Employees who drive their personal automobiles in the course of their work shall be reimbursed at the standard mileage rate as determined by the Internal Revenue Service.

Section 6

A. Upon leaving the district, if the employee has notified the district of his/her intention to resign or retire ninety (90) days prior to said resignation or retirement, the employee shall receive \$35 for each unused sick leave day.

Section 7

A. If an employee opts not to enroll in health insurance coverage, he/she will be given a payment of \$300 per month in lieu of insurance coverage. The employee has the choice of a cash payment or annuity payment with one of the recognized annuity companies.

Section 8

A. Mentor teachers selected by the administration will receive an annual honorarium of \$250 for each full year. Willingness to accept the appointment to serve is subject to the mentor teacher's approval.

ARTICLE X - LEAVES

Section 1

A. Upon initial employment and the beginning of each year thereafter, such employee shall be granted sick leave days in the number of twelve (12) days. Sick leave days to be used for the employee's illness or injury, or illness or injury of relatives living within the employee's household or as otherwise specified.

B. Unused sick leave days shall accrue year to year, not to exceed a total of one hundred twenty (120) days per employee.

C. Absence due to injury or illness incurred in the course of employment, shall be covered by Worker's Compensation Insurance paid by the Board, and days taken in the course of such injury or illness shall not be charged to the employee's sick leave accumulation.

D. An employee's sick leave days shall not be charged for necessary absence resulting from childhood diseases, including diphtheria, whooping cough, impetigo, scabies, pink eye, and head lice. The Board requires reasonable proof shall be provided by the employee that the employee contracted the childhood illness while in the course of employment.

E. Sick Bank

1. A Central Sick Bank Board shall be established by the Iosco Federation of Teachers to receive, screen, and recommend to the Superintendent of Schools, eligible applications to the Central Sick Bank.
2. Applications to the Central Sick Bank shall meet the following requirements:
 - a) The applicant shall have completed one (1) year of service in the IOSCO REGIONAL EDUCATIONAL SERVICE AGENCY. If the person has previously severed his/her employment in the district, he/she shall be considered a new hire for purposes of this article.
 - b) Application to the Sick Bank shall require a statement from a physician attesting to the nature of the injury or illness and the estimated period of convalescence.
3. Each application for a grant in days from the Central Sick Bank shall be subject to review by the Central Sick Bank Board at the end of each thirty (30) day period of absence. The Central Sick Bank Board shall provide the Superintendent of School with verifying evidence the applicant continues to meet the eligibility qualifications for an additional grant of days from the Central Sick Bank.
4. At the end of each school year, all accumulated sick leave days over the maximum allowed will be contributed to the Central Sick Bank. Any employee may contribute additional sick leave days to the Central Sick Bank at any time during the calendar year.
5. Upon request, the personnel office will provide an updated sick leave report listing each employee's number of accumulated sick leave days.

Section 2

Jury Duty

A. An employee who serves on jury duty shall be paid the full amount he would have earned for each day in which the employee reports for or performs jury duty and on which he otherwise would have been scheduled to work up to a limit of sixty (60) days in any one (1) school year, provided the employee turns over to the Board the amount received for jury duty on the days when the employee would otherwise have been involved in regular assigned work in the district.

Section 3

A. An employee who is in the Armed Forces Reserve or the National Guard shall be paid the difference between his/her military pay and his/her contractual salary when she/he is on full-time active duty for a minimum of two (2) weeks per year, as a result of a national or civil emergency.

Section 4

A. If a member of the bargaining unit is elected to public office, he/she will be granted leave without pay for the period of one (1) term of office.

Section 5

A. Employees shall be granted to five (5) days paid leave during a serious illness or following a death in the employee's family or spouse's family. Family is to be defined as spouse, sibling, parents, grandparents, children, stepchildren, or grandchildren. This will not be deducted from sick leave days.

Days taken during a serious illness or following the death of other family members and non-family members shall be deducted from sick days first, or if exhausted, from personal business days. Bereavement leave for deaths of other persons may be granted with the approval of the Superintendent. These days are to be deducted from sick leave days.

Section 6

A. Sabbatical leave without pay shall be available to an employee at the beginning of the seventh (7) year of employment in the district, inclusive of authorized leave periods. Sabbatical leaves shall be granted for one (1) year or one-half (1/2) year upon request of the employee. Such leaves to be used for professional study, for work on publications, for travel or for travel combined with study, or for any other reason which will contribute to the professional growth of the employee.

Section 7

A. Extended health leaves due to physical or mental causes not falling within the sick leave policy may be applied for by the employee.

Section 8

A. Requests for extension of leave or notice of intention to return must be made in writing and submitted at least sixty (60) days before the end of the semester in which the leave is to terminate. Failure to return after termination date of the leave will constitute termination of employment.

Section 9

A. An employee shall be guaranteed his/her former position, but not assignment, upon return from an authorized leave. If the position does not exist, the employee may bump into any position for which the employee is certified and qualified on the basis on one's seniority.

B. Upon return from an authorized leave, the employee shall be placed on the next step of the salary schedule that he/she left and credited with one year seniority provided the employee worked ninety (90) days or more in the same school year.

C. Any employee who is granted a leave of absence due to illness or injury will continue to have his/her health insurance paid by the district throughout the balance of the fiscal year or six months, whichever is longer.

Section 10

A. Leave may be granted for attendance at conventions, workshops and conferences connected with an employee's field of teaching at the complete discretion of the Board. At any such conventions, workshop or conference, employees shall receive in addition to their regular pay the reasonable cost of such attendance (assessed fees, fees for C.E.U., meals, lodging, travel, and/or mileage, (Receipts must be provided). Daily food allowance will be up to \$55. (This is for three meals). Itemized receipts must be provided. Those employees, who are required to obtain C.E.U.'s for continued certification, will be sent to conferences as the budget allows. If the conference budget is depleted, the employee may be allowed to attend at his/her own expense.

Section 11

A. At the beginning of each school year, staff shall be credited with two days for personal leave. A staff member planning to use a personal business day

shall notify his/her immediate supervisor at least two days in advance, except in the case of an emergency. Days prior and following a vacation may not be taken as personal days except with the permission of the immediate supervisor. Personal leave days not used during the school year will automatically convert into sick days at the end of the school year. These days shall be accumulated in the employee's personal sick leave bank. Staff members needing personal business days to take care of business that cannot be handled any other time may request the use of one additional personal business day, to be deducted from sick leave.

Section 12

A. A childcare leave without pay shall be granted by the Board for up to twelve months. The employee will continue to have his/her health insurance paid by the district for up to three months. After three months, the employee may continue with his/her benefits currently in effect at his/her expense, and at the Iosco group rates.

Section 13

A. When an employee is subpoenaed or requested in writing by an outside agency to be in court for school-related business, the Board of Education will allow the leave days without charge against the teacher's sick leave days or personal business days.

Section 14

A. The teacher of the severely mentally impaired program (235-day program) shall be granted five (5) paid leave days per summer. Days shall be taken between the end of the traditional school year and the beginning of the following school year.

ARTICLE XI - TENURE, DISCHARGE LAYOFF, RECALL, SENIORITY

Section 1

- A. An employee shall be subject to dismissal only for just cause.
- B. Dismissal of an employee who has been employed by the district for less than two (2) years shall be grievable by the employee under the provisions of the grievance procedure included herein, provided however, that such employee undertakes the burden of proof that the allegations forming the basis for discharge are in error.

C. Placement of a teacher on a third (3rd) year of probation or failure to re-employ such a teacher shall not be grievable.

Section 2

A. Layoffs shall be determined by the administration, and the staff shall be notified, if at all possible, by May 1 each year. In the event of a layoff, or if a reduction of staff is necessary, the following orderly dismissal procedure will be followed:

1. Probationary employees will be laid off first. Consideration will be given to the length of their service at the Iosco RESA, providing there are tenured employees in the district who are not qualified to do the work.
2. In the event tenured employees are laid off, the Board shall reduce the staff in the following order:
 1. Seniority - qualifications
 2. Certification
 3. Administrative evaluations

B. Seniority is defined as the length of continuous service within the school district as of the teacher's first day of employment. Voluntary leaves shall not accumulate seniority with the exception of child care leave as specified in Article X, Section 12.

C. A seniority list shall be established and a copy will be given to the Federation each year.

D. Qualifications shall include: majors; minors; course work; hours taken beyond the B.A. to enhance one's job competencies; work experience; and other relevant factors.

E. If for any reason the Board anticipates a reduction in staff for the following year, it shall confer with the Federation to discuss the implications of said reduction.

F. The Board shall notify the Federation in writing when it is known that layoffs and/or reduction in staff will be necessary.

G. Recall shall be on the same manner as described in 1.b above.

H. Notice of recall shall be sent by certified or registered mail to the certified staff member's last known address. It shall be the responsibility of the certified staff member to keep the Board informed of his/her current address. The Board's obligations regarding recall of a certified staff member shall be fully satisfied if the notice of recall is sent to the certified staff member's last known address. The certified staff member will have fourteen (14) days to indicate his/her desire to accept or reject an offer of recall, and the fourteen (14) days shall

commence running on the date the notice of recall is sent. In the event a certified staff member does not respond within the fourteen (14) day period, the certified staff member shall forfeit his/her rights to the position and their name shall be placed at the bottom of the seniority (recall) list. A laid off certified staff member employed under contract by another school district may refuse recall; however, if the certified staff member is offered a position for the next school year the certified staff member's refusal of the offer shall constitute the certified staff member's resignation and employment shall automatically terminate. A certified staff member shall lose all rights to recall and continued employment if the certified staff member is not recalled from layoff within three (3) years from the effective day of layoff.

I. Notification of recall shall be in writing, with a copy to the Federation.

J. No new employees shall be hired by the Board while there are still employees on lay-off status, unless said employees are not qualified to fill the vacancy.

K. 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 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 three months Board coverage, the employee will be notified that the insurance premiums may be continued at their own expense at group rates.

L. Employees laid off and rehired will be entitled to full status as held up to the date of lay-off. This will include years of service in the district, accumulated sick leave, appropriate placement on the salary schedule and all provisions and benefits to this Agreement.

ARTICLE XII - INCLEMENT WEATHER

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 administration. When the office remains open, absences resulting from inclement weather will be deducted from their sick leave. For Bright Horizons and staff with permanent classrooms in local districts, inclement weather days in excess of two (2) do not require that the employees report to their classroom. Any inclement weather days in excess of two (2) will be made up if state aid is affected.

ARTICLE XIII - SHARED TIME EMPLOYMENT

A. With approval from the Board, shared-time employment will be allowed on a voluntary basis.

B. Each employee shall be required to spend a minimum of 50% of a workweek at school, as daily communication between the employees may be critical.

C. Scheduling of hours and subject load will be arranged by the shared-time employees with approval of the immediate supervisor.

D. Each employee shall be required to attend orientation days, in-service days, records days, and will be paid a full day wages.

E. Each employee will be paid one-half (1/2) of the salary he/she would be entitled to if he/she were working full time.

F. Fringe benefits will be available according to Article IX, Paragraph C.

G. Each employee involved in a shared-time teaching arrangement may substitute for the other and be reimbursed at substitute pay.

H. Upon returning to full-time employment, each employee will be placed at the same position on the salary schedule as he/she would have been, had he/she worked full time in the district.

I. Should one of the two employees resign, retire, or be non-renewed the Board has the right to post the shared time vacancy or terminate the shared-time arrangement and post the full-time vacancy.

ARTICLE XIV - EXTENDED YEAR EMPLOYMENT

A. The Board shall notify all employees no later than February 1 that March 1 is the deadline for submission of written programs for summer.

B. Each employee shall notify the Board no later than April 15 if the employee wishes to be considered for summer employment.

C. The Board will, whenever possible, notify employees prior to June 1 whether or not a supplemental summer employment contract will be issued.

D. When opportunity for work beyond the normal contracted school year arises, such work shall be posted in accordance with the provisions of Article V!, Section 1. If that work is an extension of a specific assignment, the teacher holding that position shall have the right to accept or reject that work. If the incumbent teacher rejects the work, the work shall be offered to another applicant in accordance with Article VI, Section 1. All work which is general in nature (not

an extension of a specific assignment) will be filled in accordance with Article VI, Section 1

E. Compensation for extended year employment shall be at the per diem rate as defined in Article VII, Section 3.

ARTICLE XV - DURATION OF AGREEMENT

THIS AGREEMENT shall be effective as of **December 8, 2010**, and shall continue in full force and effect until **June 30, 2012**.

IOSCO REGIONAL EDUCATIONAL
SERVICE AGENCY

IOSCO FEDERATION OF
TEACHERS, LOCAL 3531

Fred Lewis, President

Shirley Nelkie, President

Lila Fegan, Secretary

Debra McClarren, Secretary