

AGREEMENT

Between the

WEST IRON COUNTY PUBLIC SCHOOLS

BOARD OF EDUCATION

And the

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WEST IRON COUNTY

EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Michigan Education Association

Effective: July 1, 2007

Expiration: June 30, 2008

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ARTICLE 1
AGREEMENT

This Agreement, entered into this 1st day of July, 2007, by and between the West Iron County Schools Educational Support Personnel / Michigan Education Association / National Education Association, as hereinafter called the Union, and the West Iron County Public Schools, hereinafter called the Employer or Board.

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

ARTICLE 2

PURPOSE

- 2.1 This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.
- 2.2 The Employer and the Union recognize the importance of orderly and peaceful labor/management relations for the mutual interest and benefit of the Employer, Bargaining Unit Members, the Union, and the community. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to the proper interpretation and implementation of this Agreement or of the policies or regulations of the Employer; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.
- 2.3 The wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by written mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement, except that no employee shall suffer any loss or reduction in benefits known to both parties, not to have less favorable conditions than the highest conditions known to have been in effect by both parties for such employees at the time this Agreement is executed.

ARTICLE 3
RECOGNITION

3.1 The Employer hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment for the entire term of the agreement for the following employees:

Including: All regular, full-time and part-time employees of the West Iron County Public Schools.

Excluding: Administrative personnel, teachers, business manager, confidential secretary, supervisor of support operations and maintenance, and substitutes.

3.2 Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 4

AGENCY SHOP – MANDATORY DEDUCTIONS

- 4.1 Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union or pay a service fee to the Union, equivalent to the amount of dues uniformly required of the members of the Union, including Local, State, and National dues. The bargaining unit member shall authorize payroll deduction for such fee, or may make such payment in lump sum at the annual rate directly to the Employer. In the event that the bargaining unit member shall not pay such service fee or authorize payment through payroll deductions, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the service fee(s) from the bargaining unit member's wages and remit same to the local union treasurer. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the local Union, or its designee, no later than twenty (20) days following deduction.

Union dues or service fees will be deducted for nine months only of each year, and the amount of dues will be pro-rated in accordance with the employment status of the bargaining unit member. Union dues, fee, and other elected deductions will be made by the Employer at the request of the Union without charge to the Union or its members.

- 4.2 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
- a. The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires, and
 - b. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Union agrees that in action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article 4, but this does not include any liability for the unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE 5

EMPLOYER'S RIGHTS

- 5.1 It is expressly agreed that all right which ordinarily vest in and are exercised by the Board, except those which are clearly relinquished in this Agreement, or those determined to be negotiable by the Michigan Employment Relations Commission or Public Act 379, continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union, either as the taking of such action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include by way of illustration, and not by way of limitation, the right to:
- a. Manage and control its business, its equipment and its operations and to direct the working force and affairs of the West Iron County School District.
 - b. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of same, but not in conflict with the specific provisions of this agreement, and the right to establish, modify or change any work or business or school hours or days; direct the working force, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and layoff employees, but not in conflict with the provisions of this Agreement.
 - c. Adopt feasible rules and regulations.
 - d. Determine the qualifications of employees including physical conditions. Determine the financial policies including all accounting procedures and all matters pertaining to public relations.
 - e. Determine the policy affecting the selection, testing, or training of employees, providing that said selection shall be based upon lawful and consistent criteria.
 - f. Continue to have an exclusive right to establish, modify, or change any condition except those covered by the provisions of this Agreement.

Any action taken under the foregoing shall be subject to the grievance procedure as to the reasonableness of and/or the application and interpretation thereof.

ARTICLE 6
UNION RIGHTS

6.1 The union shall have the right to use buildings under the jurisdiction of the Employer at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make a reasonable charge therefore.

No charge shall be made for the use of classrooms before the commencement of the scheduled workday nor until 6:00 p.m.

6.2 Duly authorized representatives of the Union and its respective affiliates shall be permitted to transact official Union business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal operations.

6.3 The Union shall have the right to use or access to such equipment as typewriters, duplicating equipment, calculating machines, and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.

6.4 The Union shall have the right to post notices of activities and matters of Union concern on designated bulletin boards, at least one of which shall be provided in each building to which bargaining unit members are assigned. The Union may use the internal message delivery service of the Employer and also use employee mailboxes for communication to bargaining unit members.

6.5 The Employer agrees to furnish to the Union in response to reasonable requests all available information concerning its financial resources and expenditures, including but not limited to, annual financial reports and audits, names, and addresses, seniority and experience credit of all bargaining unit members; compensation paid thereto and educational background; all budgetary information and all allocations; agendas, public minutes and reports of Board meetings; census and membership data; and such other information that will assist the Union in making intelligent, accurate, and informed proposals on behalf of bargaining unit members together with any information which the Union may require to process any grievance or complaint, except such information which would be considered an invasion of an individual's privacy.

6.6 It is understood that the members of the bargaining unit set forth in the foregoing recognition clause have the responsibility for performing duties normally associated with those positions. These duties shall be assigned only to a person or persons represented by the Union, or as expressed in Article 13.1 and/or 13.2.

6.7 At the beginning of each school year, the local union as a whole shall be credited with three (3) business days to be used by its officers for Union business. Said days will be requested at least five (5) days in advance by the president of the local Union and will be non-accumulating.

ARTICLE 7

GRIEVANCE PROCEDURE

- 7.1 A claim or complaint by a bargaining unit member or group of bargaining unit members or by the Union itself that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any established practice known to have been in effect by both parties at the time of this Agreement was executed; rule, order, policy, or regulation affecting bargaining unit members' working conditions may be processed as a grievance as hereinafter provided.
- 7.2 Hearing Levels
- a. Informal Level: In the event that a unit member or the Union believes a grievable incident has occurred, the member or the Union shall request a meeting with the supervisor involved within seven (7) work days of the occurrence or the grievant's knowledge of the occurrence. If the grievant is unsatisfied with the result of the meeting or the supervisor fails or refuses to provide such a meeting within the time limits heretofore set, the claim or complaint may be formalized in writing as provided hereunder.
 - b. Formal Level One: If the Union is not satisfied with the disposition of the grievance at the informal level (7.2a above), or if no disposition is made within seven (7) work days of the informal meeting between the grievant/Union and the immediate supervisor as above, a formalized grievance shall be submitted in writing within twelve (12) days of the informal meeting. A copy of the grievance will be sent to the Union and to the immediate supervisor involved. The immediate supervisor shall, within seven (7) work days, render a written decision. A copy of this decision shall be forwarded to the grievant and to the Union.
 - c. Formal Level Two: If the grievance remains unsettled, it shall be presented in writing to the Superintendent of Schools: in the event that the Superintendent is the immediate supervisor of the grievant(s), this step will be waived, and the grievance will proceed to the next step (7.2d below). The Superintendent will date and sign the grievance, and within seven (7) working days render a disposition in writing, a copy of which shall be sent to the grievant, and a copy of which shall be sent to the Union.
 - d. Formal Level Three: If the Union is not satisfied with the disposition of the grievance at Formal Level Two, the grievance will be forwarded to the Secretary of the Board of Education within twelve (12) working days of receipt of the grievance from the Superintendent. The Board will schedule a hearing of the grievance within twelve (12) working days of receipt. Such hearing may be a closed hearing, or open to the public, (as at a regular Board meeting) at the option of the Union. The Board shall render a decision to the grievance within twelve (12) working days of such a hearing. This decision shall be in writing and dated.
 - e. Formal Level Four: If the Union is not satisfied with the disposition of the grievance at Formal Level Three above, or if the Board has made no reply within the period provided, the Union may request, within seventeen (17) working days thereof, that the matter be submitted before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.

Neither party shall be permitted to assert in such arbitration proceeding or to rely on any evidence not previously disclosed to either party. The Employer and the Union agree to be bound by the award of the arbitrator. The fees and the expenses of the arbitrator shall be shared equally by the Union and the Employer.

- f. Any grievance, once filed, may be withdrawn at any time, but once withdrawn, the original incident which led to the original submission thereof shall not be resubmitted. Repetition of the same or similar alleged violations may be the subject of a new grievance. Any fees or expenses for an arbitrator shall be shared equally between the Union and the Board.
- g. An arbitrator shall not have power to alter, add to, delete from, or modify the terms of this Agreement.

7.3 All of the above time frames may be altered by mutual consent of the parties. If a timeline is missed by the Association, the grievance will be considered withdrawn. If a timeline is missed by the Administration, the grievance will be considered sustained.

ARTICLE 8

DISCHARGE AND DISCIPLINE

- 8.1 Notice of Discharge or Suspension: The Employer agrees to promptly, upon suspension or discharge of any bargaining unit member, to notify the bargaining unit member and the Union of the suspension or discharge. Said written notice shall contain the specific reasons for the suspension or discharge.
- 8.2 The suspended/discharged bargaining unit member, with Union representation, will be allowed to discuss his/her suspension/ discharge with the Superintendent of Schools if such hearing is requested by the employee involved or the Union.
- 8.3 If the Union considers the suspension/discharge improper or without grounds, the matter will immediately be submitted to Formal Level Three of the Grievance procedure (7.2d) of the Grievance Procedure (Article 7), however, the discipline/discharge of a new probationary employee shall not be subject for Formal Level Four (7.2e) of the grievance procedure.
- 8.4 Use of Past Record: In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.
- 8.5 No employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline, shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.

An employee shall be entitled to have present a representative of the Union during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Board's representative of the right to representation under this provision of the agreement.

An employee will have the right to review the contents of all records excluding initial references, of the district pertaining to said employee originating after initial employment and to have a representative of the Union accompany him/her in such review.

No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the employee signs that material to be placed in his/her file, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the employee's personnel file.

ARTICLE 9

SENIORITY, LAYOFF, AND RECALL

- 9.1 New employees shall be considered as probationary employees for the first thirty (30) work days of employment. After completing the probationary period, the employee shall be entered on the seniority list and shall rank for seniority from the first day of employment. There shall be no seniority among probationary employees.
- 9.2 The Union shall represent probationary employees for the purposes of collective bargaining as it does for the other employees under the terms of this Agreement.
- 9.3 Seniority shall be ranked on an employee-wide basis in accordance with total years of service to the District. All employees shall be frozen on the seniority list that was in effect as of July 1, 1985, a copy of which shall be attached to this Agreement, and will be available upon request at the business office.

The seniority list will show the date of hire, job titles, and years in the West Iron County School District's employ. The seniority list will be updated on a yearly basis and a copy shall be provided to each Union member and to the Union by August 1 yearly. Any error in the seniority list shall be grievable within thirty (30) days of the publishing of the updated list each year.

In the event that more than one individual bargaining unit member is hired on the same starting date of work, the position on the seniority list shall be determined by drawing of lots. Lots shall be drawn on the first day all employees are to return to work. The order of said drawing shall be by the lowest number of said member's last four (4) digits of their Social Security Number drawing first then in an ascending order.

- 9.4 Loss of Seniority: Seniority shall be lost for the following reasons only:

1. Resignation of the employee.
2. Discharge of the employee under the terms outlined in Article 8 of this Agreement.
3. Absence from work for five (5) consecutive work days without notification to the Employer. In proper cases, exceptions will be made.

After such absence, the Employer shall notify the employee at his/her last known address that his/her employment has been suspended without pay with intent to discharge said employee after ten (10) days. If an exception is deemed necessary by the Union, the matter may be grieved by the Union in accordance with 7.2d of this Agreement.

4. Seniority shall be lost if the employee fails to respond to a recall from layoff. In proper cases, exceptions shall be made (see Article 9.6).
5. Seniority shall be lost if the employee fails to return after a leave of absence or after a sick leave.

9.5 Layoff or Reduction in Staff: The word "layoff" means a person who is sent home without salary due to a decrease in available work, lack of funds on the part of the Employer, or an emergency beyond the control of the Employer.

1. In the event it is necessary to reduce staff, the Employer shall first lay off any probationary employees, provided there are non probationary employees qualified to do the remaining work.
2. If further staff reductions are necessary, the following criteria shall be used:
 - a. Qualifications being equal, the most senior employee(s) will be retained.
 - b. The Employer shall lay off by job classification. The laid off employees shall then have the right to "bump" any employee with less seniority within that classification. If there is no possibility for "bumping" within said classification because of seniority, the employee can then bump into any other classification provided said employee meets minimum qualifications and shall be granted a four (4) work week trial period.

Minimum qualifications shall be the holding of any Federal or State mandated licenses and/or certifications, as well as, passing of any mutually agreed upon skill tests deemed appropriate.
 - c. At any time during the "bumping" process a position becomes vacant for any reason, the vacancy shall be posted and filled on the basis of seniority and qualifications in accordance with the provisions of Article 11, Job Postings.

During a layoff, there shall be no prescheduled overtime. The Employer shall give no less than fourteen (14) calendar days notice before layoff becomes effective, except in the case of an emergency beyond the control of the Employer.

9.6 Recall: When the working force is to be increased or restored after a layoff, employees will be recalled in inverse order of layoff to vacancies to which they are qualified. The notice of recall shall state the date and time on which the employee is to report for work. The notice of recall will be sent to the employee's last known address by registered or certified mail in a timely manner. If the recall letter is returned unopened, the employee will lose further recall rights. If the employee fails to report for work within ten (10) work days from the mailing of the recall notice, that employee will be considered terminated from employment and lose any further rights to recall. In proper cases, exceptions may be made (see Article 9.4).

ARTICLE 10
TRANSFERS

- 10.1 Unrequested transfers are to be avoided whenever possible. A bargaining unit member who receives notice of an unrequested transfer must be given a list of alternatives and the right of choice.
- 10.2 If an employee agrees to a transfer to a position not included under the terms of this Agreement, and thereafter within six (6) months wishes to revert to the former position within the bargaining unit, he/she shall be credited with the ACCUMULATED SENIORITY EARNED while working in the position to which the employee was transferred.

ARTICLE 11
JOB POSTINGS

- 11.1 All vacancies or newly created positions within the bargaining unit shall be posted within eight (8) working days of the date that the vacancy occurs.
- 11.2 All vacancies or newly created positions shall be filled on the basis of seniority and qualifications.*
- 11.3 The posting period shall be for a period of ten (10) working days and will set forth the minimum qualifications and the rate of pay. Postings will be placed on the Union bulletin boards in each building. The seniored employee applying for the position who meets minimum requirements will be awarded the position subject to the completion of a four (4) week trial period (see 11.4 below). Posted positions must be awarded within five (5) work days after the expiration of the posting period.
- 11.4 Applicants who have been awarded posted positions will be granted a four (4) week trial period during which time the employee's desire to remain in that position and the employee's ability to perform the job will be evaluated. If, during the trial period, the employee wishes to revert back to his/her former position, he/she may do so and the position will be offered to the next seniored applicant who meets the minimum qualifications. If, at the end of the four (4) week trial period the employee's job performance has been satisfactory, the position will be considered permanently filled.
- 11.5 If the seniored applicant's job performance has been unsatisfactory during the trial period, reasons for not awarding the job will be put in writing by the employer and given to the employee. If the applicant/employee disagrees with the adverse evaluation, the matter will be subject to review by the Union and the Employer. If there is sufficient reason to believe that the applicant's evaluation has been unjust, the matter may be processed as a grievance under Article 7.
- 11.6 During the four (4) week trial period, employees will receive the rate of pay for the job they are trying out for.
- 11.7 In the event no bargaining unit members shall apply for a vacancy or newly created position, the Employer may fill the position from outside the bargaining unit and the new hire will join the Union in accordance with Article 4. Simultaneous external postings of a vacant position shall be allowed.
- 11.8 If a person has previously worked in a position for which she/he bids, and has previously passed the test for said position, she/he shall not be required to take a test for said position.

*Clarification of 11.2. To determine qualifications, the Employer has used skill tests to determine skill level of the applicants, particularly in secretarial positions.

The Employer and the Union have reached the understanding that such tests given to applicants will be the same test for all applicants and that all applicants for same or similar position(s) will be assured of equal opportunity when making application, except as otherwise contained herein (see 11.7).

ARTICLE 12
UNPAID LEAVES

12.1 Leaves of absence without pay or benefits shall be granted upon request to the Employer from a bargaining unit member. Said leaves shall be for up to two (2) years and request must be made in writing at least two (2) weeks prior to the beginning of said leave of absence, with exceptions made when circumstances require it.

Unpaid leave of absence may be taken for the following purposes:

- a. **Military Leave:** A leave of absence will be granted to any bargaining unit member who is inducted into, or is a member of, or volunteer to the Armed Forces of the United States or the Michigan National Guard or Reserves, or any bargaining unit member subject to special callbacks related to previous military service.
- b. **Parental Child Care Leave:** A leave of absence shall be granted to any bargaining unit member for the purpose of child care. It is further understood that:
 - 1. A pregnant bargaining unit member may commence said child care leave prior to or immediately after the birth of her child, at her option.
 - 2. Child care leave may begin before or after the termination of disability benefits or sick leave benefits at the option of the employee.
 - 3. Child care leave can be ended upon notifying the employer no less than two (2) weeks prior to the date of return to work.
- c. **Educational Leave:** A leave of absence will be granted for furthering a bargaining unit member's education.
- d. **Prolonged illness in the family:** A leave of absence will be granted so that the employee may care for an ill or infirm family member or member of the household.
- e. An employee shall be granted a leave of absence to serve in elective or appointed public office.

SENIORITY SHALL CONTINUE TO ACCRUE EXCEPT IN "C" AND "E" ABOVE, OR AS IT APPLIES TO "D" ABOVE IN REGARD TO NON-RELATIVES.

ARTICLE 13

TEMPORARY ASSIGNMENTS

- 13.1 Temporary assignments may be made for the purpose of filling vacancies of employees who are absent or on authorized leave of absence. Such temporary assignment will be granted to the senior employee who meets the minimum requirement for such job after a temporary vacancy of thirty (30) work days.
- 13.2 Temporary assignments will be posted in accordance with Article 11.
- 13.3 Substitutes for regular staff shall be called on the basis of the layoff list and seniority. Employees on layoff will be called for temporary assignment before non-members are used to fill such vacancies, provided there are qualified personnel available. Refusal of a laid off employee to accept temporary assignment in no way affects subsequent recall rights to a regular position.
- 13.4 Temporary assignments will continue until the regular employee returns to work. If the regular employee does not return to work, the position will be re-posted with first consideration being given to the employee who has been temporarily filling the position.
- 13.5 Employees required to work in a higher paying classification for a temporary period shall receive the rate of pay for that classification.

ARTICLE 14
PAID LEAVES

- 14.1 Sick Leave: All employees covered by this Agreement shall be credited with one (1) sick leave day per month, in which at least 25% of the month was worked. These days will be accumulative up to one hundred eighty (180) days. Employees who are on sick leave or vacation will be excluded from the 25% requirement above.

Any employee who is absent from work because of illness will be allowed to use such portion of such sick leave as may be necessary for such personal illness including medical appointments which shall be charged against sick leave to the nearest hour.

The Deputy for Support Operations or the Superintendent, at his/her discretion, may request a doctor's certification of ability to return to work if an employee used three (3) or more consecutive sick days.

- 14.2 Absence due to injury or illness incurred in the course of the bargaining unit member's employment shall be charged against the employee's accumulated sick leave days.

The Employer shall pay the difference between the bargaining unit member's wages with all fringe benefits and all benefits received under the Michigan Workers' Compensation Act for the duration of the absence, or until the value of the accumulative sick leave at the current rate of pay is exhausted.

- 14.3 Emergency Leave: A bargaining unit member may request of the superintendent and may be granted up to ten (10) days emergency leave for illness in the immediate family or dependent of the immediate household, or to arrange for care of a family member, or for such other emergency situation which may arise. Emergency leave shall be chargeable to sick leave. Immediate family shall include: legal mother or father, mother or father-in-law, spouse, siblings, children, grandparents, or legal guardian.

- 14.4 Bereavement Leave: In the event of the death of a spouse, child, parent, brother, sister, grandparent, mother/father-in-law, or other relative who resides in the employee's domicile, an employee shall be granted up to three (3) days of paid leave for bereavement. Use of these days will not be deducted from the employee's accumulation of either sick leave or personal leave.

In addition, sick leave may be used for the sickness or death of the spouse, parents, parents of spouse, children or grandchildren to the full extent of the sick leave allowance unused. Sick leave may also be used for necessary travel time and attendance at funerals of others.

- 14.5 Personal Days: At the beginning of each school year each employee shall be credited with three (3) personal leave days. A personal leave day may be used for any purpose at the discretion of the employee to attend to business that cannot otherwise be conducted outside of normal working hours. Unused personal days shall be added to the employee's sick leave accumulation at the conclusion of each year.

14.6 Jury Duty: An employee who is called for jury duty, or serves as a subpoenaed witness will be paid the regular wage during such days served. Pay or fees received for jury duty or for serving as a witness will be signed over to the West Iron County Public Schools, except that portion that is for travel expenses.

14.7 Sick Leave Bank:

- a. A sick leave bank will be established by bargaining unit members from their accumulation of sick leave days. The sick leave pool shall not exceed an accumulation of one hundred and fifty (150) days, or nearest multiple of bargaining unit members thereof. The pool shall be created by a one day per year contribution per member until maximum accumulation is reached.
- b. The bank will be administered by a committee made up of three bargaining unit members, the Superintendent of Schools or his/her designee, and one member of the Board of Education.
- c. Sick days may be loaned out to bargaining unit members who have exhausted all accumulated sick days and personal days. Application for sick days must be made in writing by the employee requesting the sick days, if possible, otherwise by the spouse or nearest of kin. The committee will grant no more than five (5) days per request and may refuse such a request if it feels that the request is without merit. Decisions made by the sick bank committee are not subject to the grievance procedure.

The sick bank committee will administer the sick bank and will adopt such rules and regulations as it deems necessary from time to time. An annual accounting will be made of the status of the sick bank at the annual meeting of the bargaining unit each year.

- d. In the event that the total accumulation of sick bank days falls below the total number of bargaining members, one sick day per year shall be required of each member until the bank is restored.
- e. Employees returning to work will be required to replenish the days borrowed as soon as possible by having no more than six (6) days per year deducted from personal sick leave accumulation. If the employee is released to return to work by a physician, then the employee must pay back all days borrowed from the sick leave bank. Upon resigning, retiring, layoff, or termination, the balance owed the sick leave bank will be replaced monetarily from any funds owed to the employee by the West Iron School District (payroll, early retirement incentives, vacation time, and personal days) unless not allowable under any applicable state or federal law or statute.
- f. The use of sick bank days will be limited to illness, injury, accident or catastrophe, deemed eligible by the committee, and shall not be used for maternity leave or child care purposes unless associated with an abnormal health problem.
- g. No employee will be denied fewer days than he/she has contributed to the sick bank. If an employee requests only these days (employee's actual contribution) said employee will not be

required to pay these days back. A record of each employee's contribution to the sick bank shall be maintained by the administration office.

- 14.8 Holidays: Employees will have the option of not working on scheduled winter break days, but if electing said option, will not be paid for such days. Paid holidays are designated as the following for year-round employees:

New Years Day	Thanksgiving Day
New Years Eve Day	Day after Thanksgiving
Easter Monday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day*	Hunting Day
Friday before Labor Day	Good Friday
Labor Day	

*School Year Only employees will receive all of the above paid holidays except Independence Day.

Employees will have the option of not working on scheduled winter break days, but if electing said option, will not be paid for such days.

- 14.9 Vacations: Full-time year round employees will earn credit towards vacation with pay in accordance with the following schedule:

1 year of service	5 days
2 through 6 years	12 days
7 through 14 years	17 days
15 through 18 years	22 days
19 years and over	1 additional day per year up to 30 days

Vacations will be granted at such times as requested by the employee as long as such vacation does not interfere with the operations of the employer.

Vacations may be taken by any employee during the school year, if subs are available. Substitutes may be hired at straight-pay rate for vacations only. Requests will be considered on a seniority basis.

Requests shall be made by April 1 of each school year, and vacations assigned by April 15. Employees may make request for vacation though not actually eligible for vacation at the time of request. If two or more bargaining unit members request vacations at the same time and the employer decides that this will impede operations, the more senior employee(s) will have the first choice of vacation time(s).

Vacations may be in segments of time of less than one (1) week. Special requests for vacation during such times as school may be in session may be granted at the discretion of the employer.

When a paid holiday occurs during a scheduled vacation, the employee's vacation will be extended one (1) day except that employees may be allowed the vacation day lost because of the holiday at a later time, upon written request made prior to the actual vacation.

A vacation may not be waived in lieu of extra pay.

If an employee becomes ill or is injured and is under the care of a duly licensed physician during a scheduled vacation, the unused portion of the vacation will be rescheduled. A statement from said licensed physician will be required. In the event such illness result in the employee's incapacity through the year, the employee will then be awarded payment in lieu of unused vacation, or portion remaining thereof.

An employee who resigns or retires or is laid off while owed vacation days will receive payment for the unused vacation a lump sum payment upon termination of employment or upon layoff based upon his/her current rate of pay for a regular work day for that employee.

If a payday falls during a scheduled vacation, the employee may request his/her paycheck in advance, if requested at least three (3) weeks prior to the commencement of said vacation.

An employee who dies, resigns, retires, or is laid-off will receive payment for the unused vacation and personal days in a lump sum payment to the employee or their beneficiaries.

School year employees shall receive a one (1) week paid vacation based upon their awarded position.

ARTICLE 15

HEALTH BENEFITS

15.1 The Board shall provide to each full-time bargaining unit member the West Iron County Public Schools Community Blues Plan A as described below for a full 12 month period for each year of the contract at the premium rate provided the Board each year by West Iron County Public Schools Community Blues, with internal and external coordination of benefits for dental and vision insurance only. The Board shall provide pro-rated health benefits to bargaining unit members working less than six hours per day.

Employees not electing health insurance coverage will select Plan B and may apply a cash-in-lieu of health insurance benefit of \$2400 per year toward the purchase of non-taxable fixed and/or variable option annuities and/or other programs. Optional insurance programs, saving programs, IRA's, Bonds, etc. will be payroll deducted upon the written request of the employee.

Plan A for employees electing health insurance benefits:

Health	As provided by West Iron County Public Schools Community Blues
Negotiated Life	\$35,000 AD&D
Vision	Equivalent to VSP-3 Plus
Dental	100:90/90/90:\$1,500 (\$1,000 maximum Class I & II) (Plan Year July 1 through June 30)

Plan B for employees not electing health insurance:

Negotiated Life	\$35,000 with AD&D
Vision	Equivalent to VSP-3 Plus
Dental	100:90/90/90: \$1,500 (\$1,000 maximum Class I & II) (Plan Year July 1 through June 30)

Members will contribute \$80 per month towards the premium to the District. School term employees will be responsible for a maximum of 20% of the premium during the summer months in which they do not perform work for the District. The District shall provide full assistance in order to assure that employees handle their required contributions appropriately through the District's Section 125 plan.

For the purposes of this article, full-time shall mean that the bargaining unit member is employed for at least six (6) hours per day during the school year or full year, whichever is applicable to said bargaining unit member.

Changes in family status shall be reported to the school business office within twenty (20) days of such change (addition to the family, change in marital status, death, child leaving dependency, child over age, etc.).

The provisions above will continue in force for the life of this Agreement. Upon the death of a bargaining unit member, the Board will continue to pay all insurance premiums for a period of ninety (90) days (premiums shall be paid for an additional three (3) month period).

The Employer will be in compliance with the United States Internal Revenue Service Code, Section 89, for the purposes of this article.

In the event that the Board wishes to consider equivalent alternatives to the stated insurance programs named above, the Union shall be allowed non-voting representation and input at any such Board meetings or Board committee meetings that are convened to consider such equivalent alternatives.

This is not to infringe on the Board's rights in this matter in any way, but to be informed of matters that directly concern the bargaining unit members, and to inform the Board of the Union's position on such matters.

It has been agreed to give BMAI until December 31, 2007 to correct the problems associated with the current product. The insurance committee will meet quarterly to monitor the progress. A District liaison will be assigned to handle problems as they come up so that association members will have a District advocate working on their behalf. If improvements are not made by December 31, 2007, the insurance committee and Uniserv Director shall convene to begin looking at alternative health care providers. BMAI will not be considered but will continue coverage until a new provider can begin service.

A higher deductible plan, \$2500/\$5000, will be provided for low risk members. Anyone placed upon the plan shall be notified. There will still be no new out-of-pocket costs for the members. The new deductible plan simply means that the District will pay the higher deductible until such time as it is exhausted and the health plan kicks in.

The District has agreed to either find and identify two network dental providers in Iron County by August 1, 2007, or increase the dental plan to \$1100 annually.

ARTICLE 16

SCHOOL CLOSINGS

16.1 When school is closed due to inclement weather, safety hazard, epidemic, or other Acts of God, employees covered by this agreement shall not be required to report for work and will suffer no loss of wages. Employees requested to report for work due to emergencies, such as snow removal, heating system repair, etc., during such school closings shall be compensated at one and one-half times their regular rate of pay. If kitchen employees start work, they shall be granted one (1) hour of compensation in addition to their regular rate of pay for each delayed start.

16.2 On days when school is closed mid-day employees will be required to stay two (2) hours after the students depart or leave earlier if released by the building supervisor to ready the buildings for the next day. In the event of a delayed start, employees will be required to report one (1) hour early to ready the buildings.

Transportation personnel will complete their regular runs before and after school as directed by the Superintendent of Schools.

Employees will suffer no loss of regular wages due to shifts cut short by school closings or delayed starts.

16.3 In the event that the Board of Education feels that in the interest of providing educational services to the pupils of West Iron County, it is necessary to reschedule lost hours over the limit allowed by the State of Michigan, school year (180-day) employees will report for the rescheduled days as required by the Employer, and will be paid for these days at the time they are worked. They will NOT be paid at the time the classes are canceled.

ARTICLE 17

EARLY RETIREMENT INCENTIVE

- 17.1 In the event that a bargaining unit member wishes to seek early retirement, and is eligible to collect benefits from the Michigan Public School Retirement Fund, the following early retirement incentive will be made available:
- 17.2 Any employee covered by this Agreement shall receive:
One thousand three hundred dollars (\$1300) the first year upon retirement;
One thousand five hundred dollars (\$1500) upon the second year of retirement;
One thousand seven hundred dollars (\$1700) upon the third year of retirement;
and One thousand nine hundred dollars (\$1900) upon the fourth year of retirement
provided that said employee retires prior to reaching the age of sixty (60).
- 17.3 Any employee who retires when reaching age sixty (60) shall receive the benefit described above (17.2) but in reverse order for a period of four (4) years. The employee shall receive:
One thousand nine hundred dollars (\$1900) at retirement;
One thousand seven hundred dollars (\$1700) upon the second year of retirement;
One thousand five hundred dollars (\$1500) upon the third year of retirement;
and One thousand three hundred dollars (\$1300) upon the fourth year of retirement.
- 17.4 If the employee delays retirement until age sixty-one (61) the benefit will be for a period of three (3) years. The employee shall receive:
One thousand seven hundred dollars (\$1700) at retirement;
One thousand five hundred dollars (\$1500) the second year of retirement;
and One thousand three hundred dollars (\$1300) the third year upon retirement.
- 17.5 If retirement is delayed until age sixty-two (62), payment will be for two (2) years. The employee shall receive:
One thousand five hundred dollars (\$1500) at retirement;
and One thousand three hundred dollars (\$1300) the second year of retirement.
- 17.6 Retirement at age sixty-three (63) will result in one payment of one thousand three hundred dollars (\$1300) at retirement.
- 17.7 An employee retiring at age sixty-four (64) or later will not be eligible for benefits under this article 17.
- 17.8 School year employees will receive pro-rata payments which reflect their service time.

ARTICLE 18

MISCELLANEOUS PROVISIONS

- 18.1 All terms and conditions of employment of which both parties are aware, and general employment conditions of all bargaining unit members/positions shall be maintained at not less than the highest minimum standards in effect for such bargaining unit member/position at the time this Agreement is signed. Although this Agreement shall not be interpreted or applied to deprive bargaining unit members of professional or occupational advantages heretofore enjoyed, conditions which are improved for the benefit of bargaining unit members shall be implemented as required by this Agreement.
- 18.2 During the period of this Agreement, the Employer shall not contract out or subcontract any work that could cause a reduction of regular working hours of members of the bargaining unit.
- 18.3 Coveralls, gloves, protective eyewear, aprons, hard hats, and hearing protection devices will be provided by the Employer as needed. Employees will exercise necessary discretion and caution in order to work safely. No employee will be ordered to work in unsafe conditions.
- 18.4 During the school week, no school sponsored functions involving pupils will be scheduled unless there is a custodian present in the building. The custodian will be responsible for securing the building at the conclusion of said function. If events are held on the weekend and custodians are not called in, at the discretion of management, the charge person will be responsible for clean-up.
- 18.5 Computation of benefits: All hours paid to employees shall be considered as hours worked.
- 18.6 Payment of accumulated sick leave shall be paid to the employee on the last payday of his/her services on retirement, provided said employee has been an employee of the district for a period of at least ten (10) consecutive years prior to retirement. Payment of the member's accumulated sick leave days shall be paid at the rate of \$60.00 per day for full-time employees, pro-rated for part-time employees at the time of retirement. An employee eligible for this provision must be eligible for retirement as stipulated by the Michigan Public Employees Retirement Act.
- 18.7 In the event of the death of an employee who has worked for the district for a period of at least ten (10) consecutive years, the employee's estate will receive payment for accrued sick leave at the rate of \$60.00 per day, pro-rated for employees working part-time at the time of their death.
- 18.8 There will be no staff reductions during the term of this agreement except by normal attrition or the listed exceptions. Normal attrition is to be defined as an employee resignation, retirement, death, or termination for just cause. Exceptions shall be limited to the following:
- a. Positions determined by student IEP's:
The District shall have the flexibility to increase or decrease the position by two (2) hours maximum from its bidded position without reposting. Any decrease in hours shall qualify the employee holding the position for bumping options as listed in Article 9 at their option. Any decrease in hours from the bidded position must allow for the fourteen calendar days notice before becoming effective as per Article 9.5.

- b. Positions determined by grants:
Any position which is created as a result of a grant shall be considered “temporary” and shall be reduced at the conclusion of the grant. If the grant renews, the position shall be renewed. Reductions may occur if the number of students being serviced is reduced. If the grant renews at a reduced rate, the parties shall meet and determine whether the positions should continue. If the reduction can be made up by grant “carryover” from the previous year, said positions shall not be reduced.
- c. Exceptional Events:
Staff may be reduced in an appropriate manner due to the occurrence of exceptional events such as State mid-year funding reductions, building closures, etc.

18.9 On professional development days, the District shall offer professional development opportunities and training to bargaining unit members who would otherwise not be eligible for wages on such days.

ARTICLE 19

NEGOTIATIONS PROCEDURES AND DURATION

- 19.1 At least ninety (90) days before the expiration date of this Agreement, the Employer and the Union shall set a date for commencement of bargaining a successor Agreement, but nothing shall preclude a simple renewal of this Agreement by mutual consent.
- 19.2 If, during the effective date of this Agreement, matters of mutual concern arise, either the Employer or the Union may request, in writing, a meeting to discuss any provision of this Agreement or any proposed addition(s) to this Agreement.
- 19.3 At the request of either party, conferences between the Superintendent or his/her designee and the local Union officers will be scheduled for the purpose of maintaining harmonious working relations and smooth operations of the West Iron County Public Schools. Such conferences will not be for the purpose of amending this Agreement which can only be done under the provisions of 19.1 or 19.2 above with an authorized Union representative present.
- 19.4 The final draft of the Agreement will be prepared by the Union for signature by the consenting parties. Copies of this Agreement will be made available to all employees.
- 19.5 The terms and conditions of the one (1) year settlement reached by the Association and Board on _____, 2007 shall be retroactive to July 1, 2007.
- 19.6 During the effective period of this Agreement, the Union agrees not to engage in a direct job action against the West Iron County Schools, and the Employer agrees not to engage in a lock-out against the West Iron County Schools Educational Support Personnel.

IN WITNESS WHEREOF, the respective parties have caused this document to be executed this ____ day of _____.

WEST IRON COUNTY
EDUCATION SUPPORT
PERSONNEL ASSOCIATION

WEST IRON COUNTY
PUBLIC SCHOOLS
BOARD OF EDUCATION

President

President

Secretary

Secretary

Superintendent

ARTICLE 20

ALCOHOLISM AND DRUG ABUSE

20.1 Testing for Alcohol and Drug Abuse

During the term of this Agreement, the Employer will not engage in the testing of bargaining unit members through the taking of blood, urine, or breath samples in order to determine if they are working under the influence of alcohol or drugs. In particular, the Employer agrees not to perform or require random testing, testing prior to promotion or the award of tenure, periodic testing, or testing as a part of any physical or psychological examinations otherwise required. The failure or refusal of a bargaining unit member to submit to such testing will not be grounds for discipline.

20.2 The Association and the Employer jointly recognize that alcoholism and drug abuse are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.

20.3 A bargaining unit member, while successfully participating in an alcohol or drug abuse program, shall not be subject to discharge or discipline for alleged alcohol and/or drug abuse or for acts/omissions connected with such alleged abuse. The Employer's determination that a bargaining unit member is not successfully participating in the program shall be subject to the grievance-arbitration procedure found elsewhere in this Agreement.

20.4 The parties' concern is limited to alcoholism and drug abuse problems which cause poor attendance and unsatisfactory performance on the job.

20.5 The Employer agrees that any bargaining unit member with an alcohol or drug abuse problem who requests diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner.

20.6 When an administrator observes a bargaining unit member experiencing difficulties in maintaining his/her performance and those difficulties, in the opinion of the administrator, are due to alcohol and/or drug abuse, he/she will discuss the apparent difficulties with the bargaining unit member at a specially scheduled interview. The bargaining unit member shall be afforded the right to have appropriate Association representative(s) present at such interview. In all instances, the Association representative(s) shall be notified in advance that such an interview is scheduled.

20.7 All reports of actual or alleged alcohol and/or drug abuse shall be promptly reported to the respective bargaining unit member.

Appendix A (1)

CLASSIFICATIONS

Classifications of positions in the West Iron County Education Support Personnel Association are:

- Fleet Mechanic/Skilled Maintenance
- Voc Ed
- Transportation/Custodians
- Secretaries
- Certified Title I Aides
- Food Service
- Teacher Aides
- Monitors

SALARIES

Salaries of positions in the West Iron County Education Support Personnel Association are by the following categories:

CATEGORY A

FLEET MECHANIC
VOC ED
SKILLED MAINTENANCE

CATEGORY B

CUSTODIAN/BUS DRIVER**
BUS DRIVER *
HEAD COOK

CATEGORY C

BUS DRIVER WAITING

CATEGORY D

SECRETARIES
CERTIFIED TITLE I AIDES

CATEGORY E

ASSISTANT COOK
TEACHER AIDES
MONITORS

* Paid for actual run times plus 15 minutes.

**Paid minimum of 2 hours per run, and may be assigned additional duties beyond driving of a custodial nature.

Appendix A (2) – Salary Schedule

JULY 1, 2007 – JUNE 30, 2008

	A	B	C	D	E
1	\$14.82	\$13.00	\$12.02	\$12.20	\$11.68
2	\$15.08	\$13.27	\$12.28	\$12.46	\$11.95
3	\$15.50	\$13.68	\$12.71	\$12.88	\$12.36
4	\$15.71	\$13.90	\$12.91	\$12.99	\$12.58
5	\$15.76	\$13.95	\$12.96	\$13.04	\$12.63
6	\$15.81	\$14.00	\$13.01	\$13.09	\$12.68
7	\$15.86	\$14.05	\$13.06	\$13.14	\$12.73
8	\$15.91	\$14.10	\$13.11	\$13.19	\$12.78
9	\$15.96	\$14.15	\$13.16	\$13.24	\$12.83
10	\$16.01	\$14.20	\$13.21	\$13.29	\$12.88
11	\$16.06	\$14.25	\$13.26	\$13.34	\$12.93
12	\$16.11	\$14.30	\$13.31	\$13.39	\$12.98
13	\$16.16	\$14.35	\$13.36	\$13.44	\$13.03
14	\$16.21	\$14.40	\$13.41	\$13.49	\$13.08
15	\$16.26	\$14.45	\$13.46	\$13.54	\$13.13
16	\$16.31	\$14.50	\$13.51	\$13.59	\$13.18
17	\$16.36	\$14.55	\$13.56	\$13.64	\$13.23
18	\$16.41	\$14.60	\$13.61	\$13.69	\$13.28
19	\$16.46	\$14.65	\$13.66	\$13.74	\$13.33
20	\$16.51	\$14.70	\$13.71	\$13.79	\$13.38
21	\$16.56	\$14.75	\$13.76	\$13.84	\$13.43
22	\$16.61	\$14.80	\$13.81	\$13.89	\$13.48
23	\$16.66	\$14.85	\$13.86	\$13.94	\$13.53
24	\$16.71	\$14.90	\$13.91	\$13.99	\$13.58
25	\$16.76	\$14.95	\$13.96	\$14.04	\$13.63
26	\$16.81	\$15.00	\$14.01	\$14.09	\$13.68
27	\$16.86	\$15.05	\$14.06	\$14.14	\$13.73
28	\$16.91	\$15.10	\$14.11	\$14.19	\$13.78
29	\$16.96	\$15.15	\$14.16	\$14.24	\$13.83
30	\$17.01	\$15.20	\$14.21	\$14.29	\$13.88

Salary schedule reflects 1.5% increase over 2006-07 salaries in steps 1 through 4.

An up-to-date list showing overtime and additional work opportunity hours will be kept by the school district office. A copy of this list will be sent to the president of the union every month.

Whenever overtime or additional work opportunities are required, the person with the last number of extra overtime hours or work opportunity hours will be called upon first and so on down the list in an attempt to equalize as nearly as possible the overtime and work opportunity hours.

Employees refusing five (5) consecutive additional work opportunities shall be dropped from the overtime list for the balance of the school year. A twenty-four (24) hour advance notice must be given or the refusal cannot be charged. Any employee removed from the list shall have the right to return to the list at the start of the next school year. Each year employees will start with zero (0) hours and begin with the most senior employee.

- AB.11 School work employees who are qualified will be offered first opportunity for summer employment, if work is available. The employee has the right of refusal but such refusal does not preclude such opportunity being offered again when work is available.

Refusal of summer work opportunity will be interpreted as refusal for the entire summer. Summer work employees will be selected by seniority. School year employees will be offered first opportunity for summer employment, if work is available. The employee has the right of refusal but such refusal does not preclude such opportunity being offered again in the future when work is available. Refusal of summer work opportunity will be interpreted as refusal for the entire summer. If "special skills" are needed for a vacant summer position, such position shall be posted including a listing of such required skills.

- AB.12 The Employer may use students and other workers whose wages are paid in full or in part by an agency of the Federal Government or the State of Michigan. These employees will not be covered by the terms of this Agreement unless enabling legislation gives them the rights and benefits of regular employees. Further, these employees are not to be used to perform work which is regularly performed by members of the bargaining unit except on a supplemental basis, and use of such workers will not be used to reduce the work hours of bargaining unit members.

- AB.13 Both parties will meet to develop a drug/alcohol policy in concert with the WICEA. No employee shall suffer a reduction in wages because of extra-curricular bus trip which would not equal their normal daily wage.

- AB.14 Up to five (5) building secretaries and three (3) health aides will receive a paid lunch period. Employees selecting this option will be available for emergency situations on a daily basis in their respective buildings. Upon selecting this option, an employee cannot change their selection for the remaining of the school year, unless approved by the Administration. The resulting work hours shall be determined by the employee and their Supervisor and shall not result in overtime pay for the one-half (1/2) hour paid lunch.

**APPENDIX C
GRIEVANCE FORM**

Michigan Education Support Personnel Association

Grievance No. _____

Submit in Duplicate

Name of Grievant _____

Department _____

Assignment _____

A. Date Cause of Grievance Occurred _____

B. Contract Article(s) Violated _____

C. State of Grievance _____

D. Relief Sought _____

Signature

Date

E. Received by Supervisor _____

Signature

Date

F. Disposition by Supervisor _____

G. Received by Superintendent _____

Signature

Date

H. Disposition by Superintendent _____

I. Date Received By Board _____

Signature

Date

J. Disposition by Board _____

K. Date of Request for Binding Arbitration _____

MESPA Signature

Date