DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (ESP 1)

JULY 1, 2025 to JUNE 30, 2028

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ARTICLE 1

Agreement

This agreement is made and entered into this July 1, 2025, by and between the Dickinson-Iron Intermediate District Board of Education, hereinafter referred to as the "Board" or "Employer" and the Dickinson-Iron Intermediate School District Educational Support Personnel Association-MEA-NEA, hereinafter referred to as the "Association" or "Union".

PREAMBLE

WHEREAS, the Board and the Association recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended; and

WHEREAS, the Board and the Association have entered into good faith negotiations and reached agreement upon wages, hours and other terms and conditions of employment; and

WHEREAS, both the Board and the Association desire to establish cooperative and harmonious labor relations founded upon a mutually agreeable contractual relationship;

THEREFORE, the Board and the Association do hereby set forth and record this Master Agreement as their express and entire contractual commitment.

ARTICLE 2

Recognition

A. **Bargaining Unit Defined**

The Board hereby recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 336, Public Acts of 1947, as amended, for all employees, who are within the appropriate bargaining unit described and defined as: all full-time and regular part-time Secretarial/Clerical Employees which includes both Lead and School as one category with a differential for pay only, but excluding the secretary to superintendent, school services, systems operator, substitutes, supervisors and all other employees.

B. **Employees**

Unless otherwise indicated, use of the term "employee" or "bargaining unit member" hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

Any new employee hired to fill a position that falls into one of the categories of the Recognition Clause will be instructed at the time of hire that the position is an Association position and that the terms and conditions of Article 3, Professional Responsibility, of this agreement shall prevail for the position after completion of the probationary period. This provision would require either membership in the Association or the payment of a Service Fee as a condition of employment. New employees are probationary for a period of ninety (90) work days and are not covered by the provisions (other than wages and health insurance) of this contract. If employment is continued, terms and conditions of this agreement begin on the ninety-first (91st) work day. Any days taken for sick, vacation or personal leave are not counted in the number of probationary days.

ARTICLE 3

Professional Responsibility

A. **Membership**

Membership in the Association shall comply with all State and Federal laws and Regulations.

B. **Notification**

The Board agrees to send or present each prospective employee with a copy of this Article along with the individual employee contract.

C. **Payroll Deductions**

Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the wages of any such bargaining unit member and make appropriate remittance for Financial Services programs and annuities, insurance programs not fully Board-paid, financial institutions savings bonds, charitable donations, contributions or any other plans or programs jointly approved by the Association and the Board, but not more than the computer payroll program allows.

D. **Compliance List**

E. **Temporary Employees**

When a temporary vacancy occurs and it cannot be filled from within the Association, the individual hired to fill the temporary vacancy will be employed at a wage rate as determined by the Board not to exceed Step 2 of the salary schedule. Temporary employees are not covered by this agreement.

If an employee is hired to replace an employee during the contractual year, that employee

will receive a contract after working a total of sixty (60) consecutive work days, at which time they fall under the terms and conditions of this Agreement. The long term temporary employee contract will state that his/her employment will terminate at the end of that contractual year or when the regular employee returns to his/her duties, whichever occurs first. In the event that the same employee is rehired to the same or a similar position within the same contractual year, he/she shall serve a total of ninety (90) actual work days inclusive of the temporary assignment and probationary days, but exclusive of sick, personal or vacation time. That employee may pay dues or service fees to the Association upon completion of probation, and subject to Article 3, D.

F. **Discipline and Discharge**

No bargaining unit member excluding probationary employees shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented verbally to the bargaining unit member no later than at the time discipline is imposed, and in writing within five (5) work days from the time discipline is imposed.

ARTICLE 4

Employee and Association Rights

A. **Right to organize**

Pursuant to the Michigan Public Employment Relations Act, as amended, the Board hereby agrees that an employee as defined in Article 2, shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.

B. **Use of Facilities**

The Association and its representatives shall have the right to use the school facilities for meetings when not conflicting with pre-scheduled activities, except during the employee's work day as stated in this contract. No charge shall be made for the use of the building. All arrangements for building use shall be made through the building supervisor concerned or other authorized personnel. The Association will comply with DIISD Policy #7510 adopted in April 1997.

C. **Equipment**

The Association shall have reasonable use of office equipment. The Association shall pay for the actual cost of all materials and supplies incident to such use. Use of such equipment for Association business is not to take place during work time. No equipment shall be taken from the building without administration permission.

D. **Emergency Business**

The duly authorized president and/or Association officials shall be granted time to transact official Association business during the work day only in case of emergency. The employee's

supervisor will be notified prior to the release.

E. **Mail**

The Association shall have the right to post notices of activities and matters of Association concern at designated bulletin boards in each building or facility to which employees may be assigned. The Board shall allow utilization of the present mail delivery system for association usage.

F. **Information**

The Board agrees to furnish to the Association in response to reasonable requests for public information under the Public Employment Relations Act and the Freedom of Information Act. The Board also agrees to furnish information concerning the financial resources of the District and other such information as will assist the Association in preparing for grievances, complaints, and negotiations. Access to an employee's personnel file by union representatives shall only be restricted as per state and federal laws, rules, and regulations.

G. **Program or Policy Changes**

The Board recognizes the Association members are no less privileged citizens than any other citizen. Therefore, Association members who wish to participate regarding the Board's public deliberation are most welcome under "Public Participation" at the Board meetings. Toward this end, the Board will furnish the Association president with the same agenda and public information attachments as is available for any citizen, as soon as it becomes available for distribution.

H. **Negotiations**

Negotiations between the Association and Board shall not take place during the work day

except with permissions of both the Association and the Board.

I. **Personnel Files**

The Board and Association agree that all employment related use of Association member's personnel file(s) shall comply with State and Federal laws, rules, and regulations that apply, and specifically the Freedom of Information Act (P.A. 442 of 1976) and the Open Meetings Act (P.A. 267 of 1976). An employee shall be entitled to review their file(s).

J. **Student Communications**

All student communications obtained by an employee and all student record information in possession of an employee shall not be disclosed by the employee except to those persons so authorized by law or federal or state regulation.

K. **Ownership**

It is agreed that the ISD shall retain all property and copyright interests of any kind or character created or developed individually by an employee or in connection with others during the course and within the normal contract day of the employee's employment with the ISD. Employees shall retain all property and copyright interests on those works or materials produced outside of the normal contract day and in addition to the employee's normal professional responsibilities. For the mutual protection of the Board and Association, ISD equipment and/or materials are not available for private enterprise projects at any time.

L. The Association and the Board feel that the private and personal activities of bargaining unit members outside the worksite are their own concern provided:

1. Such private and personal activities are not the subject of legal investigation/intervention which would potentially be harmful or cause undue

controversy to the DIISD.

2. Such private and personal activities do not adversely affect the work performance of the bargaining unit member.
3. Such private and personal activities do not reflect negatively on the DIISD and its programs.

ARTICLE 5

Rights of the Board

A. **Authority**

The employer hereby retains and reserves unto itself the right and ability to exercise an of its inherent and legal rights, authority, powers and prerogatives vested in it as a public employer of the State of Michigan, including and without limiting the generality of the foregoing, the rights to:

1. The executive management-and administrative control of the school district, its properties, equipment, facilities and operations;
2. Hire all employees, determine their qualifications and the conditions for their continued employment, evaluate their performance, and direct the activities and work of its employees;
3. Assign, transfer, promote, demote, discipline, suspend and/or discharge employees;
4. Determine the size of the work force, positions of employment, job descriptions, and whether to expand or reduce the work force and/or create, eliminate or modify positions of employment;
5. Establish, continue or revise policies and/or rules and regulations regarding the conduct and behavior of its employees, the manner and method of performing work and the procedures for administering and accounting for employee attendance and use of benefits;
6. Establish, modify, change, reduce or cancel any work hours, work days, business hours, business days, school days, and/or school schedules, calendars and hours of operations;

7. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof,
8. Determine the standards of operation and performance and determine the means, method and processes of performing and/or accomplishing the work to be done including the assignment and distribution of tasks and work among the work force of the school district, contracting with any other person or business entity and/or the use of volunteers.
9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions, or other facilities;
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions authority, amount of supervision and table of organization.

The matters contained in this Agreement and/or exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement without the mutual consent of the parties. The failure of the Board to exercise any of the rights enumerated herein during the term of this Agreement is not considered a forfeiture of such rights.

The exercise of the foregoing powers, rights, authority, and responsibilities by the Employer, the adoption of policy, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement provided such specific and expressed terms are in conformance -with the Constitution and laws as amended of the State of Michigan, and the

Constitution and laws of the United States.

ARTICLE 6

Grievance Procedure

A. **Definition**

Employee(s) or the Association may file a grievance if the employee(s) claim there has been a violation or misapplication of the contract conditions or provisions of the agreement. Such claim of a violation or misapplication will be processed as hereinafter provided.

B. **Levels**

1. Informal Level 1: When an employee(s) or the Association believe(s) a grieve-able incident has occurred, the affected employee(s) or the Association shall request a meeting with the immediate supervisor and/or department director in an effort to resolve the complaint within ten (10) administrative business days. The Association shall be notified and a representative thereof be present if available with the employee(s) at such meeting. If the employee(s) or Association's satisfaction is not met with the result(s) of the meeting, he/she/they may formalize the complaint.
2. Formal Level 2: If the employee(s) or Association is not satisfied with the administrative response of the alleged incident at Level 1, or if no administrative response has been made within five (5) administrative business days of the meeting at Level 1, a written grievance shall be forwarded to the Superintendent. Within fifteen (15) administrative business days after the grievance has been so submitted, the Superintendent, or his/her designee, shall meet with the Association on the grievance. The Superintendent, or his/her designee, shall, within five (5) administrative business days after the conclusion of the meeting, render a written decision thereon with copies

to the affected employee(s) and the Association.

3. Formal Level 3: If the employee(s) or Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within five (5) administrative business days of such meeting or ten (10) administrative business days from the filing at Level 2, whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, or a committee thereof, no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance with an Association representative. Disposition of the grievance, in writing, by the Board, or Board committee, shall be made no later than seven (7) administrative business days hereafter. A copy of such disposition shall be furnished to the Association.

4. Formal Level 4: If the Association is not satisfied with the disposition of the grievance by the Board at Level 3, or if no disposition has been made within the period provided above, appeal may be taken to an impartial arbitrator, provided the grievance involves a question concerning interpretation or application of a term of this Agreement. Such appeal, to be effective, must be taken within fifteen (15) administrative business days of receipt of the answer from Level 3 of the grievance and the disposition from which appeal is taken.

The arbitrator shall be agreed upon by the Board and the Association, or if no agreement is reached within five (5) administrative business days of notice of appeal to arbitration, the parties agree to utilize the services of the American Arbitration Association as arbitrators.

The arbitrator in making his/her decision shall not change, alter, or modify, nor shall he/she add to or subtract from any term or provision of this Agreement, and shall be limited to deciding whether the Board

has violated the expressed conditions, and shall be final and binding upon them.

In addition to other restrictions in this Article, the arbitrator shall have no power to;

1. Rule on any matter involving a probationary employee including but not limited to the termination of services or failure to re-employ any probationary employee for other than contract procedural violations.
2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
3. Rule on any issue barred from the scope of the grievance procedure.
4. Establish a wage scale.
5. Issue a back pay award for an amount in excess of lost hourly pay rates not for a period to exceed twenty (20) days prior to the date the grievance was filed.
6. Interpret the law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g. Wage and Hour, E.E.O., M.E.R.C., etc.)

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

ARTICLE 7

Continuity of Operations

A. **School Closing**

When an act of God, or a Board directive, forces the closing of the Main Office Building, the bargaining unit members working in that particular building or other ISD location shall be excused from reporting to their facility, without loss of pay, if the District is not required to reschedule the day, for the period of time during which the building is closed. It may be necessary to send students home on a given day, it will be the prerogative of the administration to determine if bargaining unit members will be released or not.

B. **Notification of Closure**

If, and when, it is necessary to close the Main Office Building in the event of severe inclement weather, or when otherwise prevented by an act of God, notification will be through email, text, or voicemail.

ARTICLE 8

Negotiations Procedure

A. **Negotiation Time**

A reasonable time prior to the expiration of this Agreement, upon request of either party, negotiation will be undertaken for an Agreement covering at least the next contractual year.

B. **Negotiations**

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

C. **Agreement**

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and one (1) by the Association.

This signed Agreement shall be posted on the District's Budget and Transparency website within ten (10) business days after the Agreement is signed. Employees covered under this bargaining agreement may use district resources to produce copies of this agreement at no cost to the employee nor the Association. The District's policy manual is available online at www.diisd.org. An email notification of updated policies when posted on the DIISD website shall be sent to all staff.

ARTICLE 9

Work Year, Work Week, Work Day

A. **Work Year**

The work year for all bargaining unit members shall be the full year (52 weeks) with break periods, holidays and vacations as listed in this Agreement, except for those positions described below:

1. 200 day secretarial/clerical personnel: The work year shall be at least 200 days and shall be spread over a 12 month period as determined by Administration to coincide with operational consistency and work load coverage.
2. School year secretarial/clerical personnel: The work year shall be at least 200 days beginning on a date as determined by administration prior to the reporting date of the teachers and ending on a date as determined by administration to coincide with the Calendar after the last teacher work day, and shall be consistent with break periods, holidays and vacations as listed in this Agreement.

B. **Work Week**

The work week for all full time bargaining unit members shall consist of a full week; Monday through Friday, except as may be interrupted by a paid holiday, paid or unpaid leave, or other break pursuant to this Agreement. The DIISD may schedule a four day workweek for economic reasons and during the summer months after consultation with the Association.

C. **Work Day**

The work day for all bargaining unit members shall be as follows:

1. Secretarial/Clerical:

   Seven and one-half (7.5) hours, beginning no earlier than 6:00 a.m. and ending no later than 5:00 p.m. Adjustments may be made in the work day for operational efficiency or to improve service

after consultation with the Association.

2. Requests for occasional flexibility from the schedule as outlined above, from either party, can occur through mutual prior agreement between employee and administrator/supervisor based on operational efficiency.

D. **Duty-Free Lunch**

All bargaining unit members shall receive a one (1) hour uninterrupted, duty-free lunch period which shall be scheduled approximately mid-shift; specific scheduling of which shall be arranged in cooperation with the department director. This one hour lunch period shall include one-half (2) hour unpaid leave and one-half (2) hour paid leave based on two fifteen (15) minute relief periods (i.e.)

12:00-12:15 - break

12:15-12:45 - lunch

12:45-1:00 - break

Some employees and administrators may wish a different schedule, determined mutually and on a case by case. These provisions do not create a guarantee of work hours or days in the event the DIISD determines there is an economic need for reductions in the normal work schedule.

E. **Emergency Call-In**

A minimum of one (1) hour shall be credited to an employee called in for an emergency situation, even if less time is worked by the employee. In such an emergency situation, the employee will only be required to deal with the emergency situation, with minimal other duties, if required.

F. **In-Service**

In-service training opportunities shall be offered to all employees as determined necessary by the Administration to fulfill the requirements of their job.

G. **Flex Time**

"Flex Time" may occur based on mutual agreement with the immediate supervisor to adjust the normal work hours and is limited to a total of 1 hour in any given work week. Flex time may not be used if the employee's resulting work hours will exceed 40 in any workweek. Flex time must be taken during the same work week or pay period in 15-minute intervals. Flex time is earned at 1:1 time the number of minutes/hours worked in 15-minute intervals over the usual work day and shall not result in an overtime (paid or compensatory time) obligation. All flex time hours worked or paid shall be accurately recorded by the employee and supervisor in the manner determined by the District. Flex time is not to be used in lieu of sick time.

H. **Time Above Weekly Contract (Paid or Compensatory Time)**

Employees may be requested during critical times by Administration to work minutes/hours in 15-minute intervals beyond their normal workweek up to a maximum of 40 hours. This additional time will be compensated at the straight (1:1) rate of the employee in 15-minute intervals. Prior administrative approval is required to work beyond the normal workweek. At the written request of the employee and with the administrative agreement, any minutes/hours in 15-minute intervals earned in excess of their Normal workweek (40 hours or less) may in lieu of monetary compensation be given as compensatory (comp) time at the same straight (1:1) time rate as earned in 15-minute intervals.

1. At the time the minutes/hours are approved, the employee and supervisor will determine if the minutes/hours will be paid or taken as compensatory time. Their agreement will be reflected on forms provided by the Employer and signed by the employee and supervisor.
2. The utilization of compensatory time shall be scheduled by mutual agreement. An employee shall use the compensatory time within 30 calendar days of the accrual if the use of the compensatory time does not unduly disrupt the District's operations. Utilization must be completed prior to June 30th of each fiscal year.

3. If the employee selects pay in lieu of compensatory time, unused compensatory time will be paid in the pay period immediately following the pay period in which it was accrued.
4. Accrued compensatory time, if paid, is paid at the rate of the employee at the time the compensatory time is taken.
5. An employee with accrued compensatory time who terminates employment will be paid for the unused compensatory time on the same basis as set forth in Paragraph I.5 below for Overtime (Paid or Compensatory Time).

I. **Overtime (Paid or Compensatory Time)**

Overtime scheduled by the Administration shall be compensated at the rate of time and one-half (1-1/2) of the regular hourly pay for all minutes/hours worked over forty (40) in a given week. Prior administrative approval is required for an employee to work any overtime.

At the written request of the employee and with administrative agreement, any authorized minutes/hours earned in excess of 40 hours in any workweek may in lieu of monetary overtime compensation be given as compensatory (comp) time at a rate of time and one half.

1. At the time the overtime minutes/hours are approved, the employee and supervisor will determine if the overtime minutes/hours will be paid or taken as compensatory time. Their agreement will be reflected on forms provided by the Employer and signed by the employee and supervisor.
2. The utilization of compensatory time shall be scheduled by mutual agreement. An employee shall use the compensatory time within 30 calendar days of accrual if the use of compensatory time does not unduly disrupt the District's operations. Utilization must be completed by June 30th of each fiscal year.
3. If the employee selects payment in lieu of compensatory time, unused compensatory time will be paid in the pay period immediately following the pay period in which it was accrued.

4. Accrued compensatory time is paid at the rate of the employee at the time the compensatory time is taken.
5. An employee with accrued compensatory time who terminates employment must be paid for the unused compensatory time as required by applicable law.
6. Employees who do not wish to perform overtime work shall notify the Administration in writing. This request shall remain in effect until revoked in writing by the employee. Employees may be required to work overtime in critical situations.

J. **Extra Assignments**

Additional work will be offered to the most seniored and qualified employees within the affected department who possess the necessary job skills to perform the work as determined by the job description. If no one is available within the department, the rotation list will be utilized.

The rotation list will go in descending order of seniority for staff who possesses the necessary job skills to perform the work as determined by the job description. If an employee turns down any extra assignment, they shall be placed on the bottom of the rotation schedule. This rotation shall be a continuous cycle except in the case of job continuity. Job continuity shall be defined as a position in the bargaining unit that requires abilities and skills which would require an employee to finish an assignment because they are most familiar and qualified to finish the job in a timely manner. Extra assignments accepted by a bargaining unit member do not constitute credit toward additional or increased insurance benefits or eligibility and may not require overtime pay.

K. Emergency Assignments

Emergency assignments are defined as immediate and unforeseen activities which are subject to very limited district timelines or deadlines, as determined by administration and issued with prior administrative approval. Emergency assignments may occur either during the school year or summer period and may be

assigned by the administration as determined by the acute needs of the district. Emergency assignments may be assigned up to a limit of 2.5 hours in any given work week. The provisions of this section are not grieve-able.

L. None of the sections within this article limit the Board's inherent management rights to reduce the day, week or calendar if needed for economic reasons in the Board's opinion and work in accordance with applicable law.

ARTICLE 10

Conditions of Employment

A. **Miscellaneous**

1. Any employee working in more than one (1) position or holding two (2) part-time positions within one (1) position shall receive pay and benefits according to job position in proportion to the time spent in each position.
2. No employee shall be required to work in a facility alone beyond normal working hours or during any period when the building is normally closed.

ARTICLE 11

Seniority

A. **Seniority Defined**

Seniority shall be defined as the continuous length of service within the district. Accumulation of seniority shall begin from the bargaining unit member's first work day retroactive after the completion of the ninety (90) work day probationary period. Seniority shall not be awarded during the probationary period. The rate of accumulation shall be based on a full-time employee working 1950 hours receiving one (1) year seniority and those working less shall receive the fractional portion of the year rounded to the nearest hundredth. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

B. **Probation**

Probationary employees shall have no seniority until the completion of the probationary period, which shall be a period of ninety (90) working days. Any days taken for sick, vacation or personal leave are not counted in satisfying the number of probationary days. Upon the completion of the probationary period, the bargaining unit member shall be entered on the seniority list of the unit and shall rank for seniority from the first work day. There shall be no seniority among probationary employees.

C. **Seniority List**

The Board shall prepare, maintain, and make available the seniority list. The seniority list shall be prepared and included as the last Appendix to this contract. A copy of the seniority list and subsequent revisions shall be furnished to the Association on a timely basis, but not later than October 1 of each year. Employees shall have thirty (30) days from the posting of the list to verify that their seniority is correct. After the thirty (30) day period, the seniority list shall be approved and not subject to the grievance procedure. From this time forward, only revisions to the current year's list are subject to the grievance procedure for a period of

thirty (30) days following the yearly posting.

D. **Unpaid Leave**

An employee on a Board-approved unpaid leave of absence shall retain all earned seniority, but shall not accrue additional seniority while on such leave.

E. Seniority Lost

An employee's seniority and employment relationship with the School District shall terminate for the following reasons:

1) If the employee resigns or retires.

2) If the employee is terminated for cause.

3) If the employee is absent for four (4) consecutive working days without properly notifying the School District.

4) If the employee fails to report to work within ten (10) working days following notification of recall.

5) If the employee fails to return on the required leave date following a leave of absence or vacation without notice and without explanation.

6) An employee's layoff exceeds three (3) years.

7) If the employee is convicted of a listed offense(s) in the SORA (Sex Offender's Registration Act) including any future amendments of SORA.

An employee transferring to a non-bargaining unit position will have their seniority frozen for a one year period. The employee will have up to a forty-five (45) work day period to bump back to their original vacated position. Their original position during this period will be posted and filled as a temporary position.

ARTICLE 12

Vacancies, Transfers, and Promotions

A. **Vacancy Defined**

A vacancy shall be defined as a newly created position or a present position that is to be filled as determined by the Board.

B. **Vacancy Posting**

All internal vacancies shall be posted in a conspicuous place in each building of the district that is a primary work location for ESP I for a period of two (2) work days and a copy provided to the Association. Said posting shall state the type of work, classification, and minimum requirements of the position.

C. **Vacancy Notification**

Interested bargaining unit members may apply via the ISD's electronic application system to the Superintendent, or designee, within the two (2) day posting period.

D. **Award of Vacancies**

Vacancies shall be filled with the most senior, qualified applicant who possesses the necessary job skills to perform the work as determined by the Board. Applicants on a plan of improvement at the time of a posting will not be considered qualified applicants. If there are no qualified applicants from within the bargaining unit, the Administration has the right to advertise and fill the position from outside the bargaining unit.

E. **Trial Period**

The successful applicant shall be given thirty (30) work days in which to show his/her ability to perform on the job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period, or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.

F. **Transfer Rights**

The parties agree that involuntary transfers of bargaining unit members shall not be made for reasons that are arbitrary and capricious. Bargaining unit members shall not be reduced in salary due to involuntary transfers. In all cases of transfer due to reduction in force, the salary paid shall be that attributed to the work being performed.

G. **Long-Term Temporary Vacancies**

When a long-term (one [1] year or more), but not permanent vacancy occurs, a permanent employee may apply for and if qualified, be temporarily transferred to fill such a vacancy. At the conclusion of the temporary transfer, the permanent employee shall be transferred back to the former -position or a position equivalent to it. When such a transfer is made, the vacancy thereby created may be filled with a temporary employee. The Board reserves the right to fill or not fill this temporary position.

ARTICLE 13

Reduction in Personnel, Layoff, and Recall

A. **Layoff Defined**

Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a lack of funds or decrease in work load.

B. **Layoff Notice**

No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least ten (10) work days prior to the effective date of the layoff except in cases of extreme emergency.

C. **Layoff Procedures**

Bargaining unit members whose positions have been eliminated due to a reduction in work force or who have been affected by a layoff of position shall have the right to assume a position, for which they are qualified, which is held by the least senior employee. An employee being affected by a layoff who finds no position remaining, has the right to displace the least senior employee, provided the employee is presently qualified and has more seniority than the employee being displaced. The affected employee has three (3) administrative business days from the date of receipt of the layoff notice to inform Administration in writing of their intent to exercise their rights to displace. An employee shall be deemed qualified if he or she meets the minimum job qualifications as outlined in the job description for the position as established by the Board. The Employee must demonstrate their ability to do the work of the employee being bumped as determined by evaluation. In the event a reduction in work hours, an employee whose hours have been reduced may claim seniority over the least senior employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority and is presently qualified to perform the work of the person he/she seeks to replace. An employee who

exercises his/her seniority will receive the rate of pay for the position he/she elects to fill**.** In the event a bargaining unit member exercises his/her seniority rights during a layoff to displace another bargaining unit member in accordance with these procedures, he/she shall be given thirty (30) working days to demonstrate his/her ability to perform the tasks of the new position as determined by evaluation. If at the end of the trial period they are determined by Administration as not able to perform the job, they will revert to layoff status.

D. **Recall**

By May 15th of each year, a laid off bargaining unit member must notify the Board, in writing, of his/her desire and availability to work. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first to any position for which they are qualified as determined by the Superintendent and the Supervisor of that position. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Board notified as to his/her current mailing address.

A recalled bargaining unit member shall be given five (5) working days from receipt of notice to notify the Board, in writing, of his/her intent to return to work.

Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall be considered a "quit". Employees are subject to recall for a period of up to three (3) years.

E. **Student Workers**

No student workers shall be employed if any member is on layoff. Student workers may be employed in various classifications but will not displace bargaining unit members.

ARTICLE 14

Sick and Bereavement Leave

A. **Sick Leave**

Full-time, twelve month employees shall be granted fourteen (14) sick leave days per year, 200 day (12 month and school year) employees shall be granted twelve (12) sick leave days per year, the unused portion of which shall accumulate to 180 days. Part-time employees shall be granted a pro-rated share of sick leave based upon the number of hours of work described in the employee contract, a full-time, twelve month contract being considered 1950 hours. The Board shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit earned for said bargaining unit member. Employees will be allowed paid sick leave in accordance with law, including the Michigan Earned Sick Time Act ("ESTA"). Sick leave may be used for any reason as stated in the ESTA and as outlined in Appendix E. Any rights and protections as stated in the ESTA govern over language in this section which would be in conflict with those laws, but shall not be construed to diminish any rights provided herein.

B. **Immediate Family**

Immediate family shall be defined as parents, parents of spouse, brother, sister, spouse, child, grandparents, grandchild or a member of the immediate household for which the employee is the legal guardian.

C. **Sick Day Usage**

Sick leave may be used for the following purposes:

1. For illness of employee and/or immediate family.
2. The Association and Board jointly recognize that alcoholism and drug abuse are illnesses and shall be treated as such. Sick leave may be used for treatment of alcoholism and drug abuse if the employee participates in a recognized and accepted rehabilitation program. This provision shall not be utilized more than twice per employee.

3. Up to a maximum of three (3) sick days may be granted for the birth of a grandchild.

4. The birth or adoption of a child.

5. Sick leave days may be used to cover absence due to quarantine.

D. **Employment-Related Injury**

1. Any bargaining unit member who qualifies for compensation under the Michigan Workers Compensation Act may elect in writing to supplement the difference between Workers Compensation and their contractual wage with one-third (1/3) of a day of accumulated sick leave for a period of up to seventy-five work days or up to the point of exhaustion of the accumulated sick leave allowance, whichever occurs first. Following the seventy-fifth (75^{th}) day the bargaining unit member shall draw only Workers Compensation. Upon return from Workers Compensation, the employee shall be returned to his/her former position or a comparable position, if the former position no longer exists, provided the employee can do the required work in the new position.

2. A leave of absence for a period of not more than nine (9) consecutive months will be granted to employees who are unable to work for the School District because of a work-related injury or disease for which the employee is entitled to receive benefits under the Workers' Compensation Laws of the State of Michigan and is receiving workers' compensation payments from the School District. All FMLA eligible leaves will run concurrently with any other authorized leave pursuant to this Agreement, as set forth in the FMLA regulations. Subject to the School District's right to require medical proof, extension of the leave may be granted upon written application, within the School District's sole discretion. The School District may require, at any time as a condition of continuance of the workers' compensation leave of absence, proof of continuing inability to perform the work for the employer. All employees returning to work from a work related disability leave of absence must

present a physician's certificate satisfactory to the School District indicating that the employee is medically able to return to work and perform all essential functions of their job. While on workers' compensation leave of absence, the School District in its discretion may offer the employee favored work, which must be accepted by the employee as long as the work is within the residual capabilities of the employee.

E. **Bereavement Leave**

A maximum of three (3) days per occurrence of special leave shall be granted for a death in the immediate family. The immediate family consists of parent, parents of spouse, brother, sister, spouse, child, grandparents, grandchild, or a member of the immediate household for which the employee is legal guardian. Up to three (3) sick days per occurrence may be granted with administrative approval as an extension of immediate family bereavement.

Up to two (2) sick days may be granted for other than immediate family bereavement. Requests of this nature require the employee to document the need for this leave, final approval is required from the appropriate administrator.

F. Verification of Leave

The District reserves the right to require verification in a form and manner satisfactory to it of the need for leave pursuant to this Agreement.

G. Employees who have spent a minimum of 10 (260 or 200 day employment) years of service to the Dickinson-Iron Intermediate School District will be entitled to $35.00 per day for days if they have 1-100 accumulated sick days, $50.00 per day for days if they have 101-180 accumulated sick days. Payment shall be made in a lump sum upon retirement provided the following is met; he/she is eligible for ORS/Public School Employees Retirement System retirement and has made application to ORS, completed the required DIISD

forms and submitted forms to the Department Director a minimum of ninety (90) days prior to their effective date of retirement.

A day for purposes of accumulated sick leave payout is based on 7.5 hours per day. All hours below 7.5 hours per day will be prorated. The payout rates are as follows;

All payments made under this Plan shall be to a 403B tax deferred annuity account of the retiree.

Dickinson-Iron ISD established a Special Pay Plan effective June 1, 2006. This permits the school system to pay unused sick leave, or terminal pay in a 403 (b) tax advantaged manner. Participants that are 55 or older in the calendar year of retirement may elect to withdraw funds from the Special Pay Plan without I.R. S. penalty. Eligible participants under the age of 55 are subject to a ten percent (10%) early withdrawal penalty by the I.R. S. Accordingly, the Dickinson-Iron ISD will make the under 55 employee whole by paying the difference of 2.35 % between the 10% early withdrawal penalty and the employee's 7.65% savings on social security taxes if the participant decides to withdraw funds. The DIISD will make only one early penalty adjustment per year, upon written notification from the participant of intent to withdraw.

Payments for retirement by the Dickinson-Iron ISD into the plan shall be paid no later than July 15, on an annual basis following the date of retirement pursuant to the master agreement. In the event of the death of the eligible employee, the payment shall be made to the beneficiary on file. Terminal leave payment dates for staff will be determined on a case by case basis.

ARTICLE 15

Other Paid Leaves

A. **Personal Business**

At the beginning of every contract year, each bargaining unit member shall be credited with three (3) days to be used for the bargaining unit member's personal business. Unused personal days shall be allowed to accumulate to a maximum of five (5) days in any year. At year end, any accumulation beyond the maximum shall convert to sick days.

A bargaining unit member planning to use a personal business day, or days, shall notify his/her supervisor in writing, at least one (1) day in advance, except in cases of emergency.

B. **Judicial Leave**

Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, shall be paid for such time. The employee shall receive the difference between his/her regular salary and the salary received for this service. The Board will not be required to release a bargaining unit member or pay any differential if the member is a party to the action, the action is not related to the member's work responsibility or is testifying against the district.

C. The District shall provide a one-time additional ten (10) days of paid child care leave for the birth or adoption of a child. The District provided time shall not be charged against any other leave held by the employee, and shall be used prior to any sick leave, personal leave, vacation leave, or unpaid. Following the use of the District provided leave, an employee may use sick leave, personal leave, or vacation leave at their discretion. An employee who does not return to employment following the use of paid leaves, shall not be required to pay the District back for fringe benefits or those benefits provided by law for any leave that was paid using paid leave (e.g. sick leave, personal leave, vacation, or child care leave for the birth or adoption of a child). Employees shall be allowed to resume and continue the job he/she held prior to the taking of a child care

leave. While the employee is on child birth or child care leave, he/she shall retain but is not limited to the following:

1. The same position on the salary schedule as held when the leave was granted.
2. All rights to seniority in the bargaining unit with accrual during the leave.
3. Unused sick leave as held at the start of the leave of absence unless he/she elects to use sick leave in place of all or part of the child birth or child care leave.

ARTICLE 16

Unpaid Leaves

A. **Leaves of Absence**

Leaves of absence without pay for up to one (1) year in duration may be granted to bargaining unit members upon written request and approval of the Board of Education. A request for a leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave. During the leave, seniority shall not continue to accumulate except in the case of Family Leave (Section D).

B. **Return from Leave**

A bargaining unit member returning from a leave of absence shall be reinstated to the same or comparable position he/she held when the leave began, if such a position is still available. A bargaining unit member returning from a leave of absence shall be placed at the seniority level he/she would have been at, at the time the leave began. A bargaining unit member returning from a leave shall notify the Board of his/her intent to return to work in writing at least 30 business days prior to the date on which the leave is scheduled to expire.

C. **Extensions**

An extension past the one (1) year may be granted by the Board, upon written request of the bargaining unit member. The request shall include the reason for the extension and the anticipated date of return.

D. **Family Leave**

If a bargaining unit member is eligible for coverage under the Family and Medical Leave Act of 1993, all benefits outlined in this agreement and board policy, as applicable shall accrue to the bargaining unit member.

E. **Non-Work Related Disability Leave**

A disability leave of absence may be granted to employees who are unable to work for the School District because of a non-work-related injury, illness, pregnancy, or other disability, subject to the right of the employer to require a physician's certificate establishing to the satisfaction of the employer that the employee is

incapacitated from safe performance of the essential functions of the job due to illness, injury or other disability. If the employee is eligible for leave under the Family Medical Leave Act (FMLA) for a serious health condition, then any physician's statement will be consistent with FMLA requirements. Such request shall be made thirty (30) days in advance of the leave when the need for the leave is known in advance or as soon is reasonably possible when the need for leave is not known in advance. The disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on an approved disability leave for a period of more than six (6) consecutive months. Any eligibility for FMLA leave for a serious health condition will run concurrently with a disability leave under this Section. The School District may request at any time, as a condition of continuing the disability leave of absence, proof of continuing disability. In situations where the employee's health condition raises a question as to the employee's physical and/or mental capacity to perform the essential functions of the job, the School District may require a medical examination by a health care provider chosen by the School District at the School District's expense and, if appropriate, require the employee to take a leave of absence under this Section. Such employees under this Section may be required to present a physician's statement that the employee is able to continue at work. In all cases, the employee's attendance and essential job responsibilities must be satisfactorily maintained.

F. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the School District indicating that the employee is medically able to return to work and perform the essential functions with or without accommodation.

G. An extension of a disability leave may be granted, within the School District's sole discretion, provided the extension is requested in writing at least thirty (30) days prior to the expiration of the original leave, unless unexpected medical complications, documented in writing on a form provided by the Board, prevents the employee from requesting renewal in timely manner.

H. The employee may elect to use his/her accumulated sick days for any portion of time absent pursuant to

this Article. Otherwise, the leave is without pay and benefits.

I. During any disability leave pursuant to the Article, insurance benefits shall be continued only if required by law, or the employee is utilizing any available sick leave.

J. Leaves of absence pursuant to this Article shall run concurrently with and shall be considered as Family & Medical Leave Act leave time, if the employee is eligible for FMLA leave.

K. Sick or personal leave shall not accrue during any unpaid leave pursuant to this Article, excluding worker's compensation and approved FMLA.

L. If an employee fails to return from a FMLA leave for any reason other than a recurrence of the circumstances giving rise to the leave, the Board may deduct from any monies then owed to the employee, the cost of any health insurance premiums paid by the Board on behalf of the employee during the FMLA leave. The deduction is subject to the restrictions imposed by state and federal Wage and Hour laws.

M. Child care leave without pay, but including fringe benefits and those benefits provided by law for which the employee is eligible, will be granted for a period not to exceed one (1) year for the purpose of child care related to the birth of the employee's child or the employee's adoption of a child. If the employee does not return to work at the conclusion of the child care leave, the employee will be required to pay the District back the fringe benefits and those benefits provided by law that were paid by the District during an unpaid portion of the child care leave. Employees shall be allowed to resume and continue the job he/she held prior to the taking of a child care leave. While the employee is on child birth or child care leave, he/she shall retain but is not limited to the following:

1. The same position on the salary schedule as held when the leave was granted.
2. All rights to seniority in the bargaining unit with accrual during the leave.
3. Unused sick leave as held at the start of the leave of absence unless he/she elects to use sick leave in place of all or part of the child birth or child care leave.

ARTICLE 17

Vacations

A. **Vacation**

All 260 day bargaining unit members shall receive paid vacation time. 200 day employees are not granted vacation. Said vacation time may be used by bargaining unit members at times of the bargaining member's choosing, subject only to the condition where more than one bargaining unit member requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting bargaining unit members from being absent at the requested times. In such instances, the affected bargaining unit member having greatest seniority shall be granted his/her preferred vacation date(s).

B. **Vacation Accumulation**

The anniversary date for the purpose of computing vacation time will be the first of July of each calendar year. New employees shall receive vacation time on a pro-rated basis not to exceed ten (10) days for the first year, with the anniversary date being July 1.

1. Vacation time shall be computed as of the anniversary date on the basis of the following schedule:

Years Employed	Vacation
0 to 5 years	10 days' vacation
6 to 10 years	15 days' vacation
11 years and beyond	20 days' vacation

2. Vacation may be accumulated for a period of eighteen (18) months from the anniversary date.

C. **Denied Vacation**

If the Administration does not grant requested vacation time then vacation time may be accumulated or paid as salary at the option of the Superintendent.

ARTICLE 18

Holidays

A. **Holidays**

All 260 day bargaining unit members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, bargaining unit members shall follow the school calendar and either Friday or Monday shall replace that day.

Fourth of July
Friday before Labor Day
Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day
Day after Christmas
New Year's Eve
New Year's Day
Good Friday
Easter Monday
Memorial Day

If the school calendar is such that school is in session on a scheduled paid Holiday and/or the day is a scheduled work day, then such day shall be scheduled the following week (example - if Christmas is on Monday and if school is in session on the Friday before, then the Christmas Eve day would be scheduled for the Tuesday after Christmas or as authorized by the Superintendent or Department Director. The Friday off before Labor Day will remain in effect as long as State Legislation requires.

ARTICLE 19

Job Descriptions

Job descriptions will be developed for each position with input from the Association and approved by the Board. The job descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members hired by the board.

The job descriptions will include at a minimum:

A. Job title and description.

B. Minimum requirements as determined by the Board.

C. A statement of required tasks and responsibilities.

ARTICLE 20

MISCELLANEOUS

A. Maintenance of Standards

The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

B. Association Leave

The Association shall be granted three (3) work days per year for the purpose of releasing a representative from regular duties without loss of salary to participate in area, state or regional meetings of the Association. Time must be drawn in half day or full day blocks of time. The Association President must notify the Administration at least three (3) work days in advance. Additional days may be granted by the Superintendent if the Association assumes all salary and benefits of the released employee.

General Working Conditions

A. Unsafe Work

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees will be given proper safety equipment and instructions in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties.

B. Supervision

A bargaining unit member shall be responsible chiefly to one supervisor and the Superintendent, as designated by the Board. Bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building and programs.

Bargaining Unit Member Evaluations

A. **Monitoring**

The bargaining unit member's immediate supervisor and/or Superintendent will conduct all formal monitoring or observation of the work of each bargaining unit member in person and with the full knowledge of the bargaining unit member. This provision does not preclude use of video cameras regularly maintained by the District and known to the member. Video cameras will not be used to discipline or evaluate staff.

B. **Observation**

Bargaining unit member evaluations shall include observation of bargaining unit member's work. Observations shall be for periods of time that accurately samples the bargaining unit member's work.

Each bargaining unit member, upon his/her employment or at the beginning of the work year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated, including job related skills, personal skills and other relevant factors as agreed to by the Administration and the employee. Work outside of the bargaining unit member's normally assigned duties shall not be evaluated.

C. **Written Evaluations**

All formal evaluations shall be conducted on an annual basis and reduced to writing and a copy given to the bargaining unit member within five (5) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.

If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms. The Supervisor and the bargaining unit member shall develop an employee improvement plan. The improvement plan shall stipulate the specific areas of needed improvement, how improvement shall be measured, how achievement shall be recorded, time lines for attaining the desired achievement, and the assistance to be given by the Supervisor towards that improvement. In subsequent

observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

D. **Evaluation Conferences**

Following each formal evaluation, which shall include a conference with the evaluator; the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's confidential personnel file.

At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

Compensation For 200 Day School Year Employees

All compensation should be spread utilizing one of two options. The employee may choose to have their pay spread evenly starting with the first pay date following their start of the school year and ending with the pay date June 10th, or they may elect to add five pays to their last period. For example, an employee could pick 20 or 24 pays if their schedule spans over 19 pay periods. Pay periods for the bargaining unit members' option will be on a semi-monthly basis being paid on the 10th and 25th of each month. If the 10th or 25th of the month falls on a weekend or holiday, the pay date will be the business day before the 10th or 25th. The bargaining unit member shall notify the district on a form provided by the district before the first payroll of the school year. Once the pay period selection has been elected by the bargaining unit member, he/she shall continue with the option selected for the remainder of the year. Newly hired employees shall select the option upon being hired. Pursuant to any applicable wage and hour requirements, an employee may only elect to spread their pay over 24 pay periods when their minimum hourly rate paid out in the semi-monthly period does not fall below the legislated minimum wage in place at the time of the pay period.

Arbitration

The expenses and compensation for attendance of any witness in arbitration shall be paid by the party calling such witness.

ARTICLE 21

INSURANCE PROTECTION

A. Insurance Coverage

The Board shall make available to the bargaining unit member the following insurance protection plans offered by the Michigan Education Special Services Association (MESSA) for the full 12 months. The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UPAPA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation on the following January 1. Should the district no longer participate in the UPAPA, or if the UPAPA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life, and long-term disability benefits are still subject to this collective bargaining and are listed elsewhere in this contract. We will utilize MESSA's billing definition for subscriber category of Full Family, 2 Person, and Single. However, if MDE requires a different definition, MDE's interpretation will control. The Board, by payment of any contributions toward the premium required to provide coverage as agreed upon, shall be relieved from all liability with respect to any insurance benefits provided in this agreement. Any change in carriers shall be derived at through mutual agreement between the Board and the Association. The bargaining unit member shall contribute towards the applicable premium the amount of cost over the hard cap amounts set by the State of Michigan through the "Public Employer Contributions to Medical Benefits Plans Annual Cost Limitations."

During the term of this agreement, should the Michigan Public Funded Health Insurance Contribution Act (PA 152 of 2011) be amended or repealed, the Association and District agree to meet and negotiate the District's financial contributions to bargaining unit member's health insurance premiums and other financial contributions allowed under PA 152.

Employees may choose from one of the medical plans offered through the Upper Peninsula Area

Purchasing Agreement (UPAPA). In addition to, or separate from, employees may choose the following ancillary benefits:

1. Delta Dental 100/90/90/90: $3,500 Annual Max; $4,500 Lifetime Max, Vision VSP-3 Plus P 250CL, and $50,000 Life Insurance with Accidental Death and Dismemberment, and Long-Term Disability.

The Board of Education's contribution toward the applicable premium for the health/medical plan selected by any eligible full-time employee (single, two person or full family) combined with the Board provided premium contribution for a corresponding Dental/Vision/Life/LTD Insurance Plan, will be as listed below based on their date of hire, but the health portion not to exceed the state cap. The distribution of insurance costs can be changed per group (Full family, 2 Person, and Single) by the union if it yields a zero net difference of Board paid health contribution (BPHC).

2. If a MESSA HSA plan is selected, the Board will agree to pay the HSA contribution as follows: ½ of the annual contribution (AC) in July and the other ½ of the annual contribution in January if the employee is on staff on July 1st of the preceding year– at a rate equal to and not to exceed the deductible amounts in effect at the time of payment for single, 2 person or full family per contract year. The Board will agree to offer employees the option to refuse the AC amount and increase their BPHC instead by the same amount. Example, beginning on January 1, 2023 an employee could receive $3,000 AC either ½ in July and ½ in January or that $3,000 divided by their numbers of pays and add that amount ($115.39 if 26 pays were selected) per pay period to the BPHC, reducing their copayment. The board contribution would be distributed equally over the employee's chosen copay option. The July payment will not be made if the employee is not scheduled to return to work for the full school year; it would be prorated based on the projected work-days. If an employee starts after July of the contract year, the contribution will be prorated. If a termination of employment by either party is known prior to a HSA payment, the HSA contribution will be prorated based on projected work months. In no case

will the Board be required to contribute more than the amount permitted by 2011 PA 152, the Board will follow all necessary State or Federal regulations.

3. Plan B: Association members (P/T 50%-89% or Full 90-100%) not using the Plan A will have MESSA/

- Delta Dental Plan 100/90/90/90: $3,500 Annual Max; $4,500 Lifetime Max (P/T & Full)
- Vision VSP-3 Plus 250CL, (P/T & Full)
- $50,000 Life insurance with Accidental Death and Dismemberment life insurance, (P/T & Full) and Long-Term Disability (66 and 2/3%) and (P/T & Full)

for a total not to exceed the information below with any balance paid in cash in lieu (CIL) on a pro-rated basis. The Board will provide payment in equal installments through payroll.

Options, Payments and Calculations

1. SELECTION The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UPAPA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation on the following January 1. Should the district no longer participate in the UPAPA, or if the UPAPA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. The non-health will be as described above and will not be changed.
2. PAYMENTS All Board paid premium or cash in lieu obligations are earned monthly with the exception of the HSA twice annual contribution.

a. The monthly Board paid premium for Choices or District selected plan (if applicable) will be 1/12 of the annual state cap for medical for full time employees. The monthly Board paid premium for the non-health benefits listed above for Plan A members based on provider status will be 1/12 of the annual cost for all staff. Example: If the annual state cap for full family is $19,921.45 and the

annual cost for non-health is $1,200. The monthly Board obligation would be 1/12 of $19,921.45 or $1,660.12 and 1/12 of $1,200 would be $100 so the monthly Board obligation would be $1,760.12.

b. The monthly Board paid premium for an ABC Plan or District selected plan (if applicable) will be calculated as follows: The annual state cap (based on provider status) less the Board paid bi-annual contribution (based on provider status) equals the Board paid health contribution (BPHC). The Board will pay 1/12 of the BPHC on a monthly basis for all full time employees. The Board will pay 1/12 of the annual cost for the non-health benefits listed above per month for all full-time Plan A members based on provider status. Example: The annual state cap for full family is $19,921.45; the annual contribution will be $3,000. $19,921.45 minus $3,000 = $16,921.45. The monthly obligation would be 1/12 of $16,921.45 or $1,410.12 as well as $1,500 in July and $1,500 in January.

These payment calculations are based on the state cap, but blending is allowed if the district has a net-zero effect and can follow all taxing regulations.

c. The Board paid premium for Plan B will be as follows: single subscribers hired prior to 7/1/2008 will receive a total monthly CIL contribution of $458.33 less the monthly cost of the insurance. Single subscribers hired after 6/30/2008 would receive $165 less per month for their total monthly CIL and insurance contribution. The two person and full family hired prior to 7/1/2008 will receive a total monthly CIL contribution of $732.27 less the monthly cost of the insurance. The two person and full family subscribers hired after 6/30/2008 would receive $165 less per month for their total monthly CIL and insurance contribution. The annual cost will not exceed $5,500 for a single subscriber or $8,787 for a two person or full family for employees hired prior to 7/1/2008 or $3,520 for a single subscriber or $6,808 for a two person or full family for employees hired after 6/30/2008. Example: If the monthly Board paid Plan B is $732.27 and the monthly cost of insurance was $300, the monthly CIL contribution would be $432.27 for employees hired prior to 7/1/2008 and $267.27 for employees hired after

6/30/2008.

3. STATE CAP The State cap will be annually adjusted at the beginning of the medical plan year for the duration of this contract using the state approved cap established at the start of that calendar year. The State cap beginning on January 1, 2022 is $7,304.51 ($608.71/month) for single, $15,276.01 ($1,273.00/month) for two person and $19,921.45 ($1,660.12/month) for full family prior to any blending.

The Board will provide payment for any cash in lieu (CIL) in equal installments through payroll. The balance of any premium in health care insurance and additional benefits will be paid in full by the association member utilizing a payroll deduction of equal monthly installments. Open enrollment occurs from November 1 – November 30 of each year.

B. Insurance Coverage for Part Time Members

Part time bargaining members must be employed a minimum of 51% of a full time position to be eligible for prorated benefits and must be employed 90% of a full time position (either 200 or 260 days) to be eligible for full time benefit status.

ARTICLE 22

Tuition Reimbursement

An Association Member, upon prior approval of his/her Supervisor, will receive reimbursement of up to $250.00 per calendar school year for tuition, books, and materials for courses, credits, or CEU's that will enhance the Association Members' work skills and/or job performance.

The Association Member must provide original evidence of successful completion of work and/or credits earned, if any. Upon receipt of such evidence, the DIISD will reimburse the Association Member for the cost of such training in accordance with the amount stated above.

ARTICLE 23

EXTENT OF AGREEMENT

This Agreement shall constitute a binding obligation of both the Board and the Association and for the duration hereof shall not be altered, changed, added to, deleted from, or modified unless by mutual consent of both parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law, the parties shall meet within ten (10) work days to renegotiate that provision. Any individual contract between the Board and an individual bargaining unit member shall be subject to and consistent with the terms and conditions of this Agreement.

Duration of Agreement

This Agreement shall be effective as of the 1st of July, 2025 and shall continue in effect until the 30th day of June, 2028. In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives.

ASSOCIATION	BOARD
By Debra Beauchamp President	By William J Borgo President
By Pamela Bjorkman Secretary	By Nancy deKoster Secretary
Date June 24, 2025	Date June 24, 2025

APPENDIX A
ESP I GRIEVANCE REPORT FORM

Grievance #_____ Date of alleged violation of contract_____

Grievant:_____

Association:_____

Association Representative:_____

Dept. Director/Supervisor:_____

Informal Level 1:

When an employee(s) or the Association believe(s) a grievable incident has occurred, the affected employee(s) or the Association shall request a meeting with the immediate supervisor and/or department director in an effort to resolve the complaint within ten (10) administrative business days. The Association shall be notified and a representative thereof be present if available with the employee(s) at such meeting. If the employee(s) or Association's satisfaction is not met with the result(s) of the meeting, he/she/they may formalize the complaint.

Names of persons at Informal Level 1: _____
_____

Date of Informal Level 1 meeting: _____

General Statement of Alleged Incident: _____
_____
_____
_____
_____
_____

Administrative Response from Level 1 meeting: _____
_____
_____
_____
_____
_____

Formal Level 2:
Formal Level 2: If the employee(s) or Association is not satisfied with the administrative response of the

alleged incident at Level 1, or if no administrative response has been made within five (5) administrative business days of the meeting at Level 1, a written grievance shall be forwarded to the Superintendent. Within fifteen (15) administrative business days after the grievance has been so submitted, the Superintendent, or his/her designee, shall meet with the Association on the grievance. The Superintendent, or his/her designee, shall, within five (5) administrative business days after the conclusion of the meeting, render a written decision thereon with copies to the affected employee(s) and the Association.

Date filed: _____ Received by: _____Date: _____

Formal Level 2: Statement of Grievant: (include contract article(s), section(s) and provision(s) relevant to grievance):

_____
_____
_____
_____
_____

Relief Sought:

_____
_____
_____
_____
_____

Signature of Grievant/Association: _____ Date: _____

Date of Formal Level 2 meeting held with Superintendent:_____

Signatures of persons present:

- _____ Date: _____
- _____ Date: _____
- _____ Date: _____
- _____ Date: _____
- _____ Date: _____

Disposition by Superintendent:

_____
_____
_____
_____

Signature of Superintendent: _____ Date: _____

Receipt Signature of Grievant: _____Date: _____

Position of Grievant on disposition of Formal Level 2 _____

_____

Formal Level 3:

If the employee(s) or Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within five (5) administrative business days of such, meeting or ten (10) administrative business days from the filing at Level 2, whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, or a committee thereof, no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance with an Association representative. Disposition of the grievance, in writing, by the Board, or Board committee, shall be made no later than seven (7) administrative business days hereafter. A copy of such disposition shall be furnished to the Association.

Date filed: _____ Received by: _____ Date: _____

Date of hearing with Board or Committee of the Board: _____

Signature of those present:

- _____ Date: _____
- _____ Date: _____
- _____ Date: _____
- _____ Date: _____
- _____ Date: _____
- _____ Date: _____

Disposition by Board or Committee of the Board:

_____
_____
_____
_____

Board Representative's Signature: _____Date: _____

Receipt Signature of Grievant/Association: _____Date: _____

Position of Grievant on disposition of Formal Level 3 _____
_____
_____
_____

Formal Level 4:
If the Association is not satisfied with the disposition of the grievance by the Board at Level 3, or if no disposition has been made within the period provided above, appeal may be taken to an impartial arbitrator, provided the grievance involves a question concerning interpretation or application of a term of this Agreement. Such appeal, to be effective, must be taken within fifteen (15) administrative business days of receipt of the answer from Level 3 of the grievance and the disposition from which appeal is taken.

Date filed for Arbitration: _____

Date of Arbitration: _____

Disposition of Arbitrator:

_____
_____
_____
_____
_____

Signature: _____ Date: _____

Appendix B
ESP I

GF/SE/TE	ECE
3.0%	3.0%

Salary			
2025-2026 Clerical Grid - For All Employees			
	A	B	
Step	GF/SE/TE	ECE	Service Credit
0	$ 16.71	$ 17.67	$ -
1	$ 16.99	$ 17.97	$ -
2	$ 17.27	$ 18.26	$ -
3	$ 17.55	$ 18.56	$ -
4	$ 17.82	$ 18.85	$ -
5	$ 18.10	$ 19.15	$ -
6	$ 18.38	$ 19.44	$ -
7	$ 18.66	$ 19.74	$ -
8	$ 18.94	$ 20.03	$ -
9	$ 19.22	$ 20.33	$ -
10	$ 19.50	$ 20.62	$ 0.33
11	$ 19.77	$ 20.92	$ 0.33
12	$ 20.05	$ 21.21	$ 0.33
13	$ 20.33	$ 21.50	$ 0.33
14	$ 20.61	$ 21.80	$ 0.66
15	$ 20.89	$ 22.09	$ 0.66
16	$ 21.17	$ 22.39	$ 0.66
17	$ 21.45	$ 22.68	$ 0.66

18	$ 21.72	$ 22.98	$ 0.99
19	$ 22.00	$ 23.27	$ 0.99
20	$ 22.28	$ 23.57	$ 0.99
21	$ 22.56	$ 23.86	$ 0.99
22	$ 22.84	$ 24.16	$ 1.55
23	$ 23.12	$ 24.45	$ 1.55
24	$ 23.40	$ 24.74	$ 1.55
25	$ 23.67	$ 25.04	$ 1.55
26	$ 23.95	$ 25.33	$ 2.25
27	$ 24.23	$ 25.63	$ 2.25
28	$ 24.51	$ 25.92	$ 2.25
29	$ 24.79	$ 26.22	$ 2.25
30	$ 25.07	$ 26.51	$ 3.00
31	$ 25.34	$ 26.81	$ 3.00
32+	$ 25.62	$ 27.10	$ 3.00

A $1.25 differential will be added to the base wage of Lead Secretary

GF/SE/TE ECE

2.5

2.5% %

Salary			
2026-2027 Clerical Grid - For All Employees			
	A	B	
Step	GF/SE/TE	ECE	Service Credit
0	$ 17.13	$ 18.12	$ -
1	$ 17.41	$ 18.42	$ -

2	$ 17.70	$ 18.72	$ -
3	$ 17.98	$ 19.02	$ -
4	$ 18.27	$ 19.32	$ -
5	$ 18.56	$ 19.63	$ -
6	$ 18.84	$ 19.93	$ -
7	$ 19.13	$ 20.23	$ -
8	$ 19.41	$ 20.53	$ -
9	$ 19.70	$ 20.83	$ -
10	$ 19.98	$ 21.14	$ 0.33
11	$ 20.27	$ 21.44	$ 0.33
12	$ 20.55	$ 21.74	$ 0.33
13	$ 20.84	$ 22.04	$ 0.33
14	$ 21.13	$ 22.34	$ 0.66
15	$ 21.41	$ 22.65	$ 0.66
16	$ 21.70	$ 22.95	$ 0.66
17	$ 21.98	$ 23.25	$ 0.66
18	$ 22.27	$ 23.55	$ 0.99
19	$ 22.55	$ 23.85	$ 0.99
20	$ 22.84	$ 24.16	$ 0.99
21	$ 23.12	$ 24.46	$ 0.99
22	$ 23.41	$ 24.76	$ 1.55
23	$ 23.69	$ 25.06	$ 1.55

24	$ 23.98	$ 25.36	$ 1.55
25	$ 24.27	$ 25.67	$ 1.55
26	$ 24.55	$ 25.97	$ 2.25
27	$ 24.84	$ 26.27	$ 2.25
28	$ 25.12	$ 26.57	$ 2.25
29	$ 25.41	$ 26.87	$ 2.25
30	$ 25.69	$ 27.18	$ 3.00
31	$ 25.98	$ 27.48	$ 3.00
32+	$ 26.26	$ 27.78	$ 3.00

A $1.25 differential will be added to the base wage of Lead Secretary

GF/SE/TE ECE
2.0
2.0% %

Salary			
2027-2028 Clerical Grid - For All Employees			
	A	B	
Step	GF/SE/TE	ECE	Service Credit
0	$ 17.47	$ 18.48	$ -
1	$ 17.76	$ 18.79	$ -
2	$ 18.05	$ 19.09	$ -
3	$ 18.34	$ 19.40	$ -
4	$ 18.64	$ 19.71	$ -
5	$ 18.93	$ 20.02	$ -
6	$ 19.22	$ 20.33	$ -

7	$ 19.51	$ 20.63	$ -
8	$ 19.80	$ 20.94	$ -
9	$ 20.09	$ 21.25	$ -
10	$ 20.38	$ 21.56	$ 0.33
11	$ 20.67	$ 21.87	$ 0.33
12	$ 20.97	$ 22.17	$ 0.33
13	$ 21.26	$ 22.48	$ 0.33
14	$ 21.55	$ 22.79	$ 0.66
15	$ 21.84	$ 23.10	$ 0.66
16	$ 22.13	$ 23.41	$ 0.66
17	$ 22.42	$ 23.71	$ 0.66
18	$ 22.71	$ 24.02	$ 0.99
19	$ 23.00	$ 24.33	$ 0.99
20	$ 23.29	$ 24.64	$ 0.99
21	$ 23.59	$ 24.95	$ 0.99
22	$ 23.88	$ 25.25	$ 1.55
23	$ 24.17	$ 25.56	$ 1.55
24	$ 24.46	$ 25.87	$ 1.55
25	$ 24.75	$ 26.18	$ 1.55
26	$ 25.04	$ 26.49	$ 2.25
27	$ 25.33	$ 26.79	$ 2.25
28	$ 25.62	$ 27.10	$ 2.25

29	$ 25.92	$ 27.41	$ 2.25
30	$ 26.21	$ 27.72	$ 3.00
31	$ 26.50	$ 28.03	$ 3.00
32+	$ 26.79	$ 28.33	$ 3.00

A $1.25 differential will be added to the base wage of Lead Secretary

Insurance

90% of a full time (either 200 or 260 days) qualifies for full insurance Plan A, B, C, D, or E. Complete insurance details including reimbursement of deductible and prorated language is found in Article 21 of the master agreement.

Appendix C

Seniority List

*1950 hours equals one year of service

Appendix D

NOTICE

An Emergency Financial Manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4, is authorized and therefore may reject, modify or terminate the collective bargaining agreement as provided in the local government and school district fiscal and accountability act.

Appendix E

GRETCHEN WHITMER
GOVERNOR

Michigan Department of Labor & Economic Opportunity
Wage and Hour Division
PO Box 30476
Lansing, MI 48909-7976
REQUIRED POSTER

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC OPPORTUNITY

SUSAN CORBIN
DIRECTOR

GENERAL REQUIREMENTS – EARNED SICK TIME ACT*

Your employer's 'year' for the purposes of the Earned Sick Time Act is: _____

Earned Sick Time Accrual

Number of Employees	Minimum Accrual Rate	Employer May Limit Use To:
10 or fewer employees	1 hour for every 30 hours	40 hours in a year
11 or more employees	1 hour for every 30 hours	72 hours in a year

- Determined by Employer written policy earned sick time may be carried over from year to year or paid out. A business with 10 or fewer employees is not required to permit an employee to use more than 40 hours of paid earned sick time in a single year, employers with 11 or more employees are not required to permit an employee to use more than 72 hours of paid earned sick time in a single year.
- Earned sick time shall begin to accrue on the effective date of this law, or upon commencement of the employee's employment, whichever is later.
- An employee may use accrued earned sick time as it is accrued. Newly hired employees may be subject to a 120 day wait period for use.
- An employer is in compliance with the act if it provides any paid leave in at least the same amounts as that provided under this act that may be used for the same purposes and under the same conditions provided in this act and that is accrued at a rate equal to or greater than the rate described in subsections (1) and (2) of Section 3 of the act. Paid leave includes, but is not limited to, paid vacation days, personal days, and paid time off.

Earned Sick Time Uses

An employer shall permit an employee to use the earned sick time accrued for any of the following:

- The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault, to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease.
- An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

Exercise of Rights

- An employer or any other person shall not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this act.
- An employer shall not take retaliatory personnel action or discriminate against an employee because the employee has exercised a right protected under this act. "Retaliatory personnel action" means any of the following:
  - Denial of any right guaranteed under this act.
  - A threat, discharge, suspension, demotion, reduction of hours, or other adverse action against an employee or former employee for exercise of a right guaranteed under this act.
  - Sanctions against an employee who is a recipient of public benefits for exercise of a right guaranteed under this act.
  - Interference with, or punishment for, an individual's participation in any manner in an investigation, proceeding, or hearing under this act.
- An employer's absence control policy must not treat earned sick time taken under this act as an absence that may lead to or result in retaliatory personnel action.

Complaint Filing

An employee affected by an alleged violation, at any time within 3 years after the alleged violation or the date when the employee knew of the alleged violation may file a complaint with the Wage & Hour Division.

*For precise language of the statute, see Public Act 338 of 2018, as amended

Auxiliary aids, services and other reasonable accommodations are available, upon request, to individuals with disabilities.

www.michigan.gov/wagehour • Toll Free 1-855-4MI-WAGE (1-855-464-9243)

WHD 9911 (Revised 2/27/2025)