AGREEMENT

BETWEEN

IOSCO REGIONAL EDUCATIONAL SERVICE AGENCY
BOARD OF EDUCATION

AND THE

IOSCO RESA FEDERATION OF
AUXILIARY EMPLOYEES
LOCAL 4300

2024-2027

IOSCO REGIONAL EDUCATIONAL SERVICE AGENCY
27 N. REMPERT ROAD
TAWAS CITY, MICHIGAN

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

THIS AGREEMENT is made this May 8, 2024 by and between the Board of Education (hereinafter called "Board") of the Iosco Regional Educational Service Agency, County of Iosco (hereinafter called "the Employer"), and the Iosco RESA Federation of Auxiliary Employees, AFT Local 4300 (hereinafter call "the Union"), for the period beginning July 1, 2024 and ending June 30, 2027.

WITNESSETH

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

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

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I RECOGNITION

SECTION I

The Employer recognizes the Union as the sole and exclusive bargaining representative, as defined in Section II of Act 379 Public Acts of 1965, for all regularly scheduled full-time and regular part-time employees who work at least 20 hours per week except those represented by the IOSCO FEDERATION OF TEACHERS, LOCAL 3531 and administrative staff. Specialized personnel must have completed a formal course of study and meet licensure regulations or certification requirements to hold position, or full approval for their position from the Michigan Department of Education.

SECTION II

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

ARTICLE II RIGHTS OF THE UNION

A. UNION RIGHTS

Pursuant to Act 379 of the Public Acts of 1975, the Board hereby agrees that employees covered by this Agreement shall have the right to freely support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees it will not directly or indirectly discourage or deprive or coerce any employee in their enjoyment of any rights

conferred by Act 379 or other laws of Michigan or the constitutions of Michigan and United States; that it will not discriminate against any personnel with respect to hours, wages, or any terms on condition of employment by reason of their membership in the Union, their participation in any lawful activities of the Union, or collective negotiations with the Board of their institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms on condition of employment.

B. NO DISCIPLINE

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

C. DISCIPLINARY INTERVIEWS

In cases of disciplinary interviews and reprimands, an affected employee will have the right, in all such instances, to be informed beforehand of the nature of the interview and to request the presence of a Union representative to said interview and, without such representation, no reprimand shall be made or implied. The Employer shall have a similar right to include representatives of its choice at such meetings.

D. LEGAL COUNSEL

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

E. PERSONAL PROPERTY

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

F. ASSAULT OF AN EMPLOYEE

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

G. USE OF OFFICE EQUIPMENT

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

ARTICLE III MANAGEMENT RIGHTS CLAUSE

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

A. The Union recognizes and agrees that the Board, as the Employer, has the responsibility and the authority to manage and direct, by the establishment and administration of policy on behalf of the public, all the operations and activities of the Iosco RESA to the full extent of the law.

B. The Union recognizes and agrees that the Board retains the sole right and responsibility to manage and operate the school district.

C. All management rights and functions, except those which are expressly abridged by this Agreement, shall remain vested in the Board.

D. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights and functions include but are not limited to the following:

1. Full and exclusive control of management of the school district, supervision of all operations, methods, processes, means and personnel by which any and all work will be performed, control and property and the composition, assignment, direction, and determination of the size and type of its working force.
2. The right to change or introduce new operation methods, processes, and means of facilities.
3. The right to determine the qualifications of the employees.
4. The right to discipline, suspend and discharge employees and to maintain an orderly, effective, and efficient operation.

E. The Union recognizes that the IRESA has responsibility for education and training of district residents. The Union agrees that work sites and job training programs may be provided in all IRESA facilities provided that Union employees' work is not affected in a negative manner.

ARTICLE IV MISCELLANEOUS

A. COST OF PRINTING AGREEMENT

The Board agrees to have this Agreement printed.

B. REVIEW OF PERSONNEL FILE

1. Employees shall be permitted to inspect all the contents of their personnel file.
2. Any material not made known to any employee shall not be permitted as evidence in any grievance or any disciplinary action against such employee.
3. Correspondence or other material making reference to any employee's competence, character or manner, which the Board intends to place in the employee's file, will be made known to the employee with the opportunity to attach his/her comments within 10 days.
4. Original records may be examined only at the offices of the Iosco Regional Education Service Agency.

ARTICLE V INSURANCE

A. INSURANCE

For the life, health, dental, vision and long-term disability insurance coverage discussed below, the Board will provide insurance equal to or better than the coverage and processing of claims listed. The Board will select the company for each coverage.

Employees will be eligible to enroll in the insurance coverage based upon the following schedule:

1st Year – After 90 days - 100% of state capped amount employee insurance paid by Board – 0% Family insurance
2nd Year – 100% of state capped amount employee insurance – 100% Family insurance paid by the Board of State capped amount.

B. LIFE INSURANCE

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

C. INSURANCE PLAN

Upon receipt of proper application, the Board shall provide for full time staff a health care plan. The Board of Education will pay the premium up to the state capped amount. The employee will be responsible for the premium amount over and above the State capped amount.

D. SET-SEG - ULTRA-DENT

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

E. OPTICAL INSURANCE

Upon receipt of proper application, the Board shall provide, without cost to the employee, an Optical Plan for the employee and their family. The premiums will be capped at the following amounts: Single/$9.00, Two-Person/$20.25 and Family/$24.50.

F. LONG-TERM DISABILITY INSURANCE

Upon receipt of proper application, the Board shall provide Long Term Disability Insurance plan with a sixty (60) day waiting period, a Four Thousand Dollar ($4,000) monthly maximum benefit to all employees working a minimum of twenty (20) hours.

G. AFLAC POLICY

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

H. CONTINUATION OF COVERAGE

In the event an employee has exhausted sick leave accrual, because of illness or injury, the above mentioned fringe benefits shall continue through the

balance of the fiscal year. Employees shall be covered by fringe benefits the first day of return from an authorized leave of absence.

I. WHEN COVERAGE BEGINS

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

J. CONTINUATION UPON LAYOFF

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

K. DEFINITION OF FULL-TIME PERSONNEL

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

L. IN LIEU OF PAY

If an eligible employee opts not to enroll in the health insurance coverage, they shall be given a payment of Three Hundred Dollars ($300) per month "in lieu of" health insurance coverage. Cash in lieu of is paid the first paycheck of each month.

ARTICLE VI CONDITIONS OF EMPLOYMENT

A. PROVISIONS FOR SAFETY AND HEALTH

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

B. UNSAFE OR HAZARDOUS CONDITIONS

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

C. PAY FOR TIME LOST ON DAY OF INJURY

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

D. NEW HIRES

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

E. COMPENSATION

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

F. LONGEVITY

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

   After 10 years of employment (for all employees)
   (to be increased the same as pay increase)
   $1403 (24-25) $1473 (25-26) $1547 (26-27)

   After 15 years of employment (for all employees)
   An additional (to be increased the same as pay increase)
   $1330 (24-25) $1397 (25-26) $1467 (26-27)

2. Employees' longevity will be distributed in a single lump payment, on the first pay of December of the contract year.

G. HEALTH EXAMS

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

H. RETIREMENT/RESIGNATION

If the employee notifies the district of their intention to resign or retire sixty (60) days prior to said resignation or retirement, the employee shall receive Seventy-Five Dollars ($75) for each unused sick leave day, with a maximum of 120 days.

I. FULL-TIME/PART-TIME EMPLOYEES

1. Employees who work thirty (30) or more hours per week on a regularly scheduled basis are recognized as full-time personnel and shall be eligible for full fringe benefits: insurance, leaves, holidays, and vacations.
2. Employees whose work does not exceed thirty (30) hours on a regularly scheduled basis are recognized as part-time personnel and shall be eligible for sick leave, holidays, and vacations.
3. Each employee shall be given an annual individual contract to sign stating the number of days to be worked; vacation days accrued, holidays, personal days, and accumulated sick leave. A copy of each individual contract shall be provided to the Union treasurer immediately upon signed release by the employee.
4. Leaves, holidays, and vacations will be compensated based on the number of hours worked by that employee on the average per month of their working days.

J. TEMPORARY/PERMANENT SUBSTITUTES

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

ARTICLE VII HOURS OF WORK

A. Paraprofessionals will generally work seven and one-quarter (7-1/4) hours per day.

1. Special Education paraprofessionals will work 185 days.
2. Vocational Education paraprofessionals will work 190 days.
3. Summer Hours will be made available to the paraprofessionals that workin the room during the regular school year first. If they choose not to work those hours, then it will be made available to other classroom paraprofessionals on a seniority basis. These additional hours are paid on a timesheet basis.

B. Secretaries will generally work eight (8) hours per day for 260 days less eleven (11) holidays and respective vacation earned by each employee.

C. Vocational Education secretaries will generally work eight (8) hours per day for 195 days.

D. Full-time bus drivers will be paid at least six (6) hours per work day during the 185-day school year. Days to be made up for snow days will be paid based on average hours worked during the year but no less than (6) hours per work day. But if bus driving time is not available, other duties will be assigned, including but not limited to light custodial and paraprofessional duties.

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

F. WORKING HOURS

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

G. RELIEF TIME

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

H. FIELD TRIPS

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

ARTICLE VIII OVERTIME HOURS

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

A. Employees in the normal work situation must have prior approval by their immediate supervisor for overtime work.

B. Overtime rate shall be one and one-half (1 1/2) times the regular rate of pay Monday through Saturday, Sunday will be double time.

C. In lieu of overtime, the employee and employer may agree to use compensatory time. Compensatory time shall be one and one-half (1 1/2) the hours worked and must be taken within forty (40) working days or as arranged with the supervisor.

ARTICLE IX TRAVEL

A. MEALS

When attending duly called meetings, workshops or conferences requiring out of district travel, reimbursement for meals will be made. Itemized receipts must be provided.

B. ACCOMMODATIONS

Reimbursement shall be made for all actual expenditures for overnight accommodations at standard room rates, state tax exempt. Paid receipts are required.

C. MILEAGE RATE

Mileage rate applicable to school business miles traveled, when using privately owned automobiles, shall be the current IRS standard mileage allowance.

D. REGISTRATION FEES

All approved conference registration fees charged, when attending a conference or other professional development program, shall be reimbursed to the individual upon submission of appropriate receipt(s).

ARTICLE X SICK LEAVE AND LEAVES OF ABSENCE

A. SICK LEAVE

1. Sick leave with pay shall be granted in cases of illness to the employee, parents, spouse, or children. Upon initial employment and at the beginning of each year thereafter, each employee shall be granted sick leave days in the number of:
   201 or more day contracted employee – 12 days
   200 or less day contracted employee – 10 days.
2. The immediate supervisor may require a doctor statement for any or all sick days used after three (3) days.
3. An employee's sick leave days shall not be charged for necessary absences resulting from childhood diseases, including, but not limited to, the following: Chicken Pox, Measles, Mumps, Diphtheria, Whooping Cough, Impetigo, Scabies, Head Lice, Pink Eye and COVID. The Board requires reasonable proof shall be provided by the employee that the employee contracted the childhood illness while in the course of employment.

4. Sick Bank – A Central Sick Bank Board shall be established according to guidelines established by the Iosco Federation of Auxiliary Employees and the Iosco Regional Educational Service Agency Board of Education.
5. Bus Drivers may use sick leave for up to five 5 days if the district that they drive students for has a professional development day without students.
6. Donation of sick days to a coworker will be allowed.
7. Bus drivers can redeem (4) sick days during Winter break and (2) days during Spring break.

B. BEREAVEMENT LEAVE

Employees shall be granted five (5) days paid leave during a serious illness or following a death in the employee's family or spouse's family. Family is to be defined as spouse, sibling, parents, mother-in-law, father-in-law, grandparents, children, stepchildren, son-in-law, daughter-in-law, grandchildren, brothers-in-law, and sisters-in-law. This will not be deducted from sick leave days. Days taken during a serious illness or following the death of other family members and non-family members shall be deducted from sick days first, or if exhausted, from personal business days. Bereavement leave for deaths of other persons may be granted with the approval of the Superintendent. These days are to be deducted from sick leave or without pay.

C. PERSONAL BUSINESS DAYS

At the beginning of each school year, employees working 200 or less days shall receive two (2) personal business days. Employees working 201 or more days shall receive three (3) personal business days. Staff members needing personal business days to take care of business that cannot be handled any other time may request the use of one additional personal business day, to be deducted from sick leave. A staff member planning to use a personal business day shall notify his/her immediate supervisor at least two days in advance except in the case of an emergency. Days prior and following a vacation may not be taken as personal days except with the permission of the immediate supervisor. Personal leave days not used during the school year will automatically convert into sick days at the end of the school year. These days shall be accumulated in the employee’s personal sick leave bank.

D. UNPAID DAYS

Must have superintendent approval. Failure to have prior approval may result in discipline up to discharge from employment.

ARTICLE XI LEAVES OF ABSENCE WITHOUT PAY

A. EMPLOYMENT OF DISABLED EMPLOYEES

In the event an employee becomes occupationally disabled for any reason, the Board will provide the disabled employee with such suitable employment that they are qualified and able as is vacant within the bargaining unit.

B. LEAVE FOR UNION BUSINESS

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

C. LEAVE FOR STATE EDUCATIONAL APPOINTMENTS

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

ARTICLE XII HOLIDAYS

A. Bus Drivers, Paraprofessionals, and Secretaries that are employed for the school year will be paid for the following holidays: Labor Day, Safety Day, Thanksgiving Day and the day after, Christmas Day, New Year's Day, Good Friday, and Memorial Day. Twelve (12) month employees will receive the same as the school year employees plus Christmas Eve Day, New Year's Eve Day, and Fourth of July.

ARTICLE XIII VACATIONS

A. Fifty-two (52) week employees shall be entitled to one (1) week paid vacation after completing one (1) year of employment. After completing the second year, they will receive two (2) weeks paid vacation. Beginning the fifth year, the employee will be granted three (3) weeks paid vacation. Beginning the tenth year, the employee will be granted four (4) weeks paid vacation.

B. Vacation time accrued shall be taken within the fiscal year covered. Vacation carry-over may be allowed only upon review and approval of the Superintendent.

C. If a holiday for which the employee is eligible falls during their vacation, an additional day vacation shall be granted.

D. Paid vacation schedules shall be set up in accordance with the operating requirements of the district. Paid vacation schedules will be worked out as far in advance as possible and approval must be given by the immediate supervisor.

E. On voluntary termination for any reason, the employee or his/her estate will be paid for whatever vacation time they have accumulated during the year in which they retire or leave the employment of the Board. Payment shall be made within fifteen (15) days of termination.

F. Employees shall receive their regular rate of pay for vacations.

G. A vacation may not be waived by an employee and extra pay received for work during that period.

ARTICLE XIV INCLEMENT WEATHER

A. SNOW DAYS

On days when area schools are closed because of inclement weather, all employees shall receive notice through the phone call list provided at the start of the school year by administration. If your district/or IRESA office is closed due to weather or other emergency reasons, staff will be notified and shall not be required to report. Any inclement weather days in excess of the state approved amount will be made up if state aid is affected. If an employee is called in on a snow day when the Iosco RESA office is closed, they shall receive an additional eight hours pay at their current rate.

1. Bus Drivers will be paid their normal daily hours for all days not made up. If the day is to be made up, the snow day will be unpaid.

ARTICLE XV GRIEVANCE PROCEDURE

SECTION 1: DEFINITION

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

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

C. Wherever the term employee is used, it is to include any member or members of the bargaining unit.

D. Wherever the singular is used, it may include the plural.

E. Wherever notice is used; it is meant that such be a written notice.

F. The term days in this Article shall mean Monday through Friday, excluding holidays.

SECTION 2: GENERAL PRINCIPLES

A. A grievance may be withdrawn at any level.

B. If a grievance arises from the action of authority higher than building administrator, it may be initiated at Step 2 of this procedure.

C. Hearings and conferences held under this procedure will be conducted outside duty school hours or at other mutually agreeable times.

D. Forms for filing and processing grievances will be designed cooperatively by the Union and its representatives, and the Board or its representatives will be prepared and given appropriate distribution so as to facilitate the operation of the grievance procedure.

E. Failure by the employee and/or the Union, at any step of this procedure, to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

F. Failure by the Employer, or his designated agents, to communicate a decision on a grievance within the specified time limits shall be deemed a denial of the remedy sought to the grievance. The Union shall have the right to appeal to the next step of the procedure.

G. The time limits specified in this procedure may be extended in any specific instance by written mutual agreement signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.

H. The Employer and the Union shall bear the full costs for its representative counsel, witnesses, and other costs in the arbitration.

I. The fees and expenses of the arbitration shall be borne equally by both parties.

J. No arbitrator shall hear more than one (1) grievance at any one (1) hearing without the mutual consent of the Employer and the Union.

K. The primary purpose of the grievance procedure is to secure equitable solutions at the closest supervisory level possible.

SECTION 3: PROCEDURE FOR ADJUSTMENT OF GRIEVANCE

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

STEP 1: INFORMAL CONFERENCE

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

STEP 2: WRITTEN PROCEDURE

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

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

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

STEP 3: WRITTEN PROCEDURE

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

a. The grievance may be lodged and a meeting scheduled within five (5) days and thereafter discussed with the Superintendent or his designee.

b. Within five (5) days following the meeting in Step 2, as above, the Superintendent or their designee shall communicate their decision along with their reasons therefore in writing on the grievance form to the Union representative.

STEP 4: WRITTEN PROCEDURE

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

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

STEP 5: ARBITRATION

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

ARTICLE XVI NEGOTIATIONS PROCESS

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

B. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. Each party may select its representatives from within or outside the school district. No final agreement shall be executed without ratification by the Employer and the Union. The parties mutually pledge their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and recommend ratification in the course of the negotiations.

C. After ratification of the agreement, either party may request conferences to discuss matters which may arise from time to time which are of mutual concern to the parties.

ARTICLE XVII SENIORITY

A. A new employee will be considered as a probationary employee until they have worked in the same classification at least ninety (90) working days. An employee must work one (1) additional day for each day of absence during the probationary period.

B. Seniority within the employee's classification shall be established upon completion of the probationary period, effective as of the date of hire.

C. The employee's seniority date shall not automatically determine the employee's placement on the salary schedule.

D. Seniority shall be terminated for the following reasons:
1. The employee quits
2. The employee is discharged
3. The employee is laid off for a continuous period equal to the classification seniority they had acquired at the time of layoff or 3 years whichever is less
4. The employee retires
5. The employee fails to return from layoff within two (2) weeks after notification by certified mail
6. The employee fails to notify the Employer of their intention of returning to work within five (5) days after the expiration of a leave

E. An employee who is transferred to a position with the Board that is not covered by the terms and conditions of this Agreement, shall retain seniority, (such seniority shall be frozen as of the date the employee left the unit) and shall be entitled to exercise such seniority upon return to the bargaining unit.

F. For employees having the same seniority date, the most senior employee will be determined by draw.

G. Laid off or discharged probationary employees shall not have recourse to the terms of this Agreement for matters of layoff or discharge.

H. A union/management committee shall establish and maintain a seniority list which shall be posted. The list shall indicate any and all laid off employees, the position they held, and the date they will lose their seniority.

I. When bus runs are changed by adding or deleting time, drivers will be allowed to bump according to seniority at the start of a semester.

ARTICLE XVIII JURY DUTY

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

ARTICLE XIX VACANCIES AND PROMOTIONS

A. Whenever a vacancy occurs in the bargaining unit, the Board shall publish said vacancy by posting such position on the district website and email to staff, and outside the bargaining unit for five (5) working days. At the end of such time, all interested and qualified candidates from within the bargaining unit shall be granted an interview first. If the Board determines that no qualified or suitable candidate can be hired within the Iosco RESA, the vacancy may be filled from outside the bargaining unit. If a vacancy occurs during the summer, the Union will be notified. The vacancy notice shall contain a position title, qualifications, position's supervisor, job description, and description of the application process, deadline for applications, instructions on how to apply, compensation, and a starting date.

B. Employees interested in such vacancies shall notify the Superintendent or designee in writing. In filling vacancies, the Board shall consider the experience, attainments, competency, educational qualifications, length of service in the Iosco RESA, and other relevant factors of the candidates. When the qualifications of two (2) or more applicants for a job vacancy are found to be substantially equal, the vacancy shall be filled by the applicant with the longest seniority in the district.

C. The Board, when requested, shall, in writing, give its reasons for the selection of one applicant over another.

D. Movement Within Bargaining Unit – Any employee transferring (based on qualifications and job requirements as determined by the administration) within the bargaining unit to a different position and is put on a 60 work day probation period, the employee reserves the right within that probation period to accept or reject the new position. If rejection should occur on either part (employee or employer) the employee reserves the right to return to previous position.

ARTICLE XX FEDERAL AND STATE LAWS

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

ARTICLE XXI LAY-OFF

A. The word "lay-off" means a reduction in the working force due to a decrease of work or operating funds.

B. In the event of a lay-off, the order of lay-off shall be first, probationary employees within job classification; next, other employees within the classification in accordance with their seniority evaluation.

C. The Board shall provide all employees with thirty (30) day notice prior to lay off.

D. Any seniority employee removed shall be able to exercise Seniority right to bump:

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

ARTICLE XXII RECALL

A. Employees laid off through the procedures, as stated in this Agreement, shall be maintained on a recall list for a period equal to their system-wide seniority, to a maximum of two (2) years, but in no case less than one (1) year.

B. Laid off employees shall be recalled in the inverse order of the lay-off. The most senior employees shall be recalled to the first opening in the job classification from which the employee was laid off, or if they had bumped down from their original position in the reduction of the workforce before being laid off to such former position.

C. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Board, and shall require the employee report to work within fourteen (14) days after delivery or proof of non-delivery. If an employee fails to report for recall, they shall be considered a quit, unless there are extenuating circumstances.

ARTICLE XXIII ASSIGNMENT

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

B. Duties and responsibilities of any individual position shall not be transferred to another classification without prior agreement and negotiations with the Union.

ARTICLE XXIV MISCELLANEOUS PROVISIONS

A. Employees shall be individually responsible for notifying the designated person when the employee will be absent from work, in order to give the Employer time to call in substitutes. In emergency situations, where the employee could not possibly have anticipated the absence ahead of time, such notification must be made as soon as possible but no later than one (1) hour before the regular scheduled reporting time.

B. In no event shall a person who is non-certified under Michigan Law be placed in charge of a classroom.

C. **Employee's Lounge**: The employer shall provide a designated area as an employees' lounge with a refrigerator.

D. **Tuition**: To encourage continued education in our local communities, upon prior Board Approval, the District shall partially reimburse an employee for classes taken for an approved degree plan. Any and all approvals are at the discretion of the Board of Education. To be considered for tuition reimbursement, the employee must have completed one year of employment at Iosco RESA, submit a letter of intent to the superintendent, and agree to work for IRESA or any of the four local districts if a position is available – for 3 additional years after completion of class(es). Reimbursement will be received after the satisfactory completion of the approved courses. Satisfactory is considered a grade of C or better. If a letter grade is not available, a grade of Pass will be accepted. Reimbursement will be paid at the rate of fifty percent (50%) per credit hour plus books. Reimbursement rate is not to exceed 50 % of the current fiscal year's SVSU Undergraduate Courses credit hour rate for 000-499 Level Courses.

ARTICLE XXV DURATION AND TERMINATION OF AGREEMENT

This Agreement shall become effective July 1, 2024 and shall continue in full force and effect, without change, until June 30, 2027. With the exception of insurance and wages those parts of the contract are subject to negotiation for the second year and third year of the contract. Emergency Financial Manager can void this contract at any time.

IOSCO RESA
BOARD OF EDUCATION

_____
GARY GILLINGS, PRESIDENT

_____
TANA MCKULSKY, SECRETARY

IOSCO RESA FEDERATION
OF AUXILIARY EMPLOYEES LOCAL #4300

_____
DEBORAH BLECK, PRESIDENT

_____
LORI KEATHLEY, SECRETARY

Iosco RESA Support Staff - Effective 7/1/24

Wages for Employees hired on or before 11/29/06

	24-25	25-26	26-27
Paraprofessionals	$ 22.77	$ 23.27	$ 23.77

Wages for Employees hired on or after 11/30/06

Bus Driver, Paraprofessional, Secretary	24-25	25-26	26-27
Year 1	$ 16.50	$ 17.00	$ 17.50
Year 2	$ 17.00	$ 17.50	$ 18.00
Year 3	$ 17.50	$ 18.00	$ 18.50
Year 4	$ 18.00	$ 18.50	$ 19.00
Year 5	$ 18.50	$ 19.00	$ 19.50
Year 6	$ 19.00	$ 19.50	$ 20.00
Year 7	$ 19.50	$ 20.00	$ 20.50
Year 8	$ 20.00	$ 20.50	$ 21.00
Year 9	$ 20.50	$ 21.00	$ 21.50
Year 10	$ 21.00	$ 21.50	$ 22.00

Longevity	24-25	25-26	26-27
After 10 years	1,403.00	1,473.00	1,547.00
After 15 years (an additional)	1,330.00	1,397.00	1,467.00