AGREEMENT

Between the

WEST IRON COUNTY PUBLIC SCHOOLS

BOARD OF EDUCATION

And the

EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Michigan Education Association

Effective: July 1, 2026

Expiration: June 30, 2029

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ARTICLE 1

AGREEMENT

This Agreement, entered into this 21st day of July, 2026, by and between the West Iron County Schools Educational Support Personnel/Michigan Education Association/National Education Association, as hereinafter called the Union, and the West Iron County Public Schools, hereinafter called the Employer or Board.

ARTICLE 2

PURPOSE

2.1 This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

2.2 The Employer and the Union recognize the importance of orderly and peaceful labor/management relations for the mutual interest and benefit of the Employer, Bargaining Unit Employees, the Union, and the community. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to the proper interpretation and implementation of this Agreement; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

2.3 The wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by written mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE 3

RECOGNITION

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

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

- Excluding: Administrative personnel, teachers, business manager, and supervisor of support operations and maintenance, third-party contractors, substitutes, and all other employees.

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

ARTICLE 4

EMPLOYER'S RIGHTS

4.1 It is expressly agreed that all right which ordinarily vest in and are exercised by the Board, except those which are clearly relinquished in this Agreement, or those determined to be negotiable by the Michigan Employment Relations Commission or Public Act 379, continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union, either as the taking of such action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include by way of illustration, and not by way of limitation, the right to:

a. Manage and control its business, school properties, facilities, equipment and its operations and to direct the working force and affairs of the West Iron County School District.

b. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of same, but not in conflict with the specific provisions of this agreement, and the right to establish, modify or change any work or business or school hours or days; direct the working force, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and layoff employees, but not in conflict with the provisions of this Agreement.

c. Adopt reasonable rules and regulations.

d. Determine the qualifications of employees and job applicants, and essential job functions for a position. Determine the financial policies including all accounting procedures and all matters pertaining to public relations.

e. Determine the policy affecting the selection, testing, or training of employees, providing that said selection shall be based upon lawful and consistent criteria.

f. Continue to have an exclusive right to establish, modify, or change any condition except those covered by the provisions of this Agreement.

g. Establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.

h. Make reasonable provisions for the health, safety, and first aid of its employees during hours of employment.

i. Determine the number and location or relocation of its facilities, including the establishment or relocations of new buildings, departments, divisions or subdivisions, buildings or other facilities.

j. Determine the size of the administrative organization, its functions, authority, and amount of supervision and structure or organization.

ARTICLE 5

UNION RIGHTS

5.1 The union shall have the right to use buildings under the jurisdiction of the Employer at reasonable hours for meetings in accordance with school policy upon application and approval by the Superintendent or his/her designee, provided that when special custodial service is required, the Employer may make a reasonable charge therefore.

No charge shall be made for the use of classrooms before the commencement of the scheduled workday or until 6:00 p.m.

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

5.3 The Union shall have the right to use or access to school provided technical equipment (Ex: computers, printers/copiers, audiovisual equipment, etc.) at reasonable times when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.

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

5.5 The Employer agrees to furnish to the Union in response to reasonable requests all available information concerning its financial resources and expenditures, including but not limited to, annual financial reports and audits, names, and addresses, seniority and experience credit of all employees; compensation paid thereto and educational background; all budgetary information and all allocations; agendas, public minutes and reports of Board meetings; census and membership data; and such other information which the Union has the right to request under the Michigan Freedom of Information Act or under the Michigan Public Employment Relations Act.

5.6 It is understood that the employees of the bargaining unit set forth in the foregoing recognition clause have the responsibility for performing duties normally associated with those positions. These duties shall be assigned only to a person or persons represented by the Union. It is further understood that this paragraph will not be construed to limit or prohibit the District's right to "privatize" as allowed by PERA.

5.7 At the beginning of each school year, the local union as a whole shall be credited with three (3) business days to be used by its officers for Union business. Said days will be requested at least five (5) days in advance by the president of the local Union and will be non-accumulating. The Union shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for union release time.

ARTICLE 6
PROTECTION OF STAFF

6.1 The Employer recognizes the importance to give all reasonable support and assistance to employees in the maintenance of control and discipline in the schools, including all school grounds, field trips, and otherwise when performing his/her assigned duties.

6.2 Any case of assault upon an employee arising out of or in the course of the employee's employment shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the member of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the member in connection with handling of the incident by law enforcement and judicial authorities.

6.3 Employees are expected to exercise reasonable care as to the safety of students and property. Reasonable care includes, but is not limited to, the degree of caution and concern for the safety of himself/herself and others an ordinarily prudent and rational person would use in the circumstances. Reasonable care does not include gross negligence as defined by Michigan laws or actions that violate Board Policies or training provided to employees.

6.4 Provided the employee was acting within the scope of his or her employment and was following Board policy, if any employee is complained about, against, or sued by reason of disciplinary action taken by the member against a student when in the proper pursuit of his/her duties, the Board shall provide legal counsel and shall render all reasonable assistance to the member in his/her defense, subject to insurance policy limitations.

6.5 Time lost by a member in connection with any incident mentioned in this article shall not be charged against the member. If the member is found to be negligent because of an illegal action and/or violating current school policy, the District shall be held harmless.

6.6 The Board shall reimburse members for any loss, damage or destruction of clothing or personal property of the member while on duty, acting in the course of their employment, involved in proper disciplinary action. Personal property damage shall be limited to $250, except in a situation involving the member's automobile where the limit shall be $500 or the applicable deductible, whichever is less.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 A claim by an employee or group of employees or by the Union itself that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

7.2 Hearing Levels

a. Informal Level: In the event that a unit employee or the Union believes a grievable incident has occurred, the member or the Union shall request a meeting with the supervisor involved within seven (7) work days of the occurrence or the grievant's knowledge of the occurrence but in any case, not later than 10 work days from the occurrence. The seven work days and 10 work day limitation will be adjusted accordingly for school year employees if either of the time periods is interrupted by the summer recess. If the grievant is unsatisfied with the result of the meeting or the supervisor fails or refuses to provide such a meeting within the time limits heretofore set, the claim or complaint may be formalized in writing as provided hereunder.

b. Formal Level One: If the Union is not satisfied with the disposition of the grievance at the informal level (7.2a above), or if no disposition is made within seven (7) work days of the informal meeting between the grievant/Union and the immediate supervisor as above, a formalized grievance shall be submitted in writing within ten (10) work days of the informal meeting. A copy of the grievance will be sent to the Union and to the immediate supervisor involved. The immediate supervisor shall, within five (5) work days, render a written decision. A copy of this decision shall be forwarded to the grievant and to the Union.

Grievances reduced to writing shall be dated and signed by the employee concerned and a copy shall be presented to the supervisor in the initial written step of this procedure. Written grievances shall: (1) specify the section or sections of the contract alleged to have been violated; (2) contain the date of the alleged violation; (3) contain a specific summary of the facts and events that caused the alleged violation; and (4) specify the remedy requested. Any written grievance not in accordance with the above requirements will be rejected as improper and considered withdrawn.

If the Association does not appeal the supervisor's decision in Step 1 within five (5) work days from the date of such decision, and within ten (10) work days from the date of the superintendent's disposition in Step 2, the dispositions as then made shall be conclusive and binding on the employee and the Association, unless mutually extended in writing.

c. Formal Level Two: If the grievance remains unsettled, it shall be presented in writing to the Superintendent of Schools: in the event that the Superintendent is the immediate supervisor of the grievant(s), this step will be waived, and the grievance will proceed to the next step (7.2d below). The Superintendent will date and sign the grievance, and within fifteen (15) working days render a disposition in writing, a copy of which shall be sent to the grievant, and a copy of which shall be sent to the Union.

d. Formal Level Three: If the Union is not satisfied with the disposition of the grievance at Formal Level Two, the grievance will be forwarded to the Secretary of the Board of Education within ten (10) working days of receipt of the grievance from the Superintendent. The Board will schedule a hearing of the grievance within ten (10) working days of receipt. Such hearing may be a closed hearing, or open to the public, (as at a regular Board meeting) at the option of the Union. The Board shall render a decision to the grievance within ten (10) working days of such a hearing. This decision shall be in writing and dated.

e. Formal Level Four: If the Union is not satisfied with the disposition of the grievance at Formal Level Three above, or if the Board has made no reply within the period provided, the Union may request, within seventeen (17) working days thereof, that the matter be submitted before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.
Neither party shall be permitted to assert in such arbitration proceeding or to rely on any evidence not previously disclosed to either party. The Employer and the Union agree to be bound by the award of the arbitrator. The fees and the expenses of the arbitrator shall be shared equally by the Union and the Employer.

f. Any grievance, once filed, may be withdrawn at any time, but once withdrawn, the original incident which led to the original submission thereof shall not be resubmitted. Repetition of the same or similar alleged violations may be the subject of a new grievance. Any fees or expenses for an arbitrator shall be shared equally between the Union and the Board.

g. An arbitrator shall not have power to alter, add to, delete from, or modify the terms of this Agreement.

7.3 All of the above time frames may be altered by mutual consent of the parties. If a timeline is missed by the Association, the grievance will be considered withdrawn. If a timeline is missed by the Administration through Formal Level One, the grievance will automatically move to Formal Level Two. If a timeline is missed by the Administration at Formal Level Two, the grievance will move to the next level.

ARTICLE 8

DISCHARGE AND DISCIPLINE

8.1 Notice of Discharge or Suspension: The Employer agrees to promptly, upon suspension or discharge of any employee, to notify the employee and the Union of the suspension or discharge. Said written notice shall contain the specific reasons for the suspension or discharge.

8.2 The suspended/discharged employee, with Union representation, will be allowed to discuss his/her suspension/ discharge with the Superintendent of Schools if such hearing is requested by the employee involved or the Union.

8.3 If the Union considers the suspension/discharge improper or without grounds, the matter will immediately be submitted to Formal Level Two of the Grievance procedure (7.2c) of the Grievance Procedure (Article 7), however, the discipline/discharge of a new probationary employee shall not be subject for Formal Level Four (7.2e) of the grievance procedure.

8.4 Letters of discipline shall not be removed from the employee's file, but discipline over four (4) years may not be considered when taking disciplinary action unless the discipline is evidence of a (1) pattern of misconduct or (2) unprofessional conduct pursuant to MCL 380.1230b.

"Coaching Memos" shall not be disciplinary, nor shall they reference any violations of board policies, administrative guidelines, or other rules, regulations. Coaching memos should be based on providing information to staff to develop consistent expectations, growth, and accountability. Coaching memos shall not be placed in a personnel file.

8.5 No employee who has completed his/her probationary period shall be disciplined (including warnings, reprimands, suspensions, and reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) without an arbitrary and capricious standard. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing. A system of progressive discipline shall be fairly applied to all employees of the bargaining unit. The following procedure will be established depending upon the severity of the violation:

a. Discussion of problem(s) and oral warning(s).
b. Written warning(s).
c. Suspension(s) with pay while investigating, when applicable.
d. Suspension(s) without pay.
e. Discharge.

The District may accelerate or forego steps in this procedure depending on the severity of the violation.

An employee shall be entitled to have present a representative of the Union during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. If the employee refuses union representation, s/he shall sign a statement verifying their decision to waive their right union representation

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

No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. Exceptions will be made for Title IX and other complaints requiring or allowing for confidentiality under the law. The parties acknowledge that complaints that are not in writing or are submitted anonymously may still be investigated by the District. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the employee signs that material to be placed in his/her file, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

8.6 The contents of written evaluations are not grievable**.**

ARTICLE 9

SENIORITY, LAYOFF, AND RECALL

9.1 New employees shall be considered as probationary employees for the first sixty (60) work days of employment. After completing the probationary period, the employee shall be entered on the seniority list and shall rank for seniority from the first day of employment. There shall be no seniority among probationary employees.

9.2 The Union shall represent probationary employees for the purposes of collective bargaining as it does for the other employees under the terms of this Agreement.

9.3 Seniority shall be ranked on an employee-wide basis in accordance with total years of service to the District.

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

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

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

a. Resignation of the employee.
b. Discharge of the employee under the terms outlined in Article 8 of this Agreement.
c. Absence from work for three (3) consecutive work days without notification to the Employer. In proper cases, exceptions will be made.
d. Seniority shall be lost if the employee fails to respond to a recall from layoff. In proper cases, exceptions shall be made (see Article 9.6).
e. Seniority shall be lost if the employee fails to return after a leave of absence or after a sick leave.

9.5 Layoff or Reduction in Staff: The word "layoff" means a workforce reduction by discontinuing employment or reduction of hours due to a decrease in available work, lack of funds on the part of the Employer, or an emergency beyond the control of the Employer.

a. In the event it is necessary to reduce staff, the Employer shall first lay off any probationary employees, provided there are non probationary employees qualified to do the remaining work.
b. If further staff reductions are necessary, the following criteria shall be used:
    1. Qualifications being equal, the most seniored employee(s) will be retained.
    2. The Employer shall lay off by job classification. The laid off employees shall then have the right to “bump” any employee with less seniority within that classification. If there is no possibility for “bumping” within said classification because of seniority, the employee can then bump into any other classification provided said employee meets minimum qualifications and shall be granted a sixty (60) work day trial period.

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

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

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

9.7 It is the responsibility of any employee on layoff to inform the Employer of any change of address. An employee on layoff shall be kept on the layoff list for a period of fifteen (15) consecutive months.

ARTICLE 10

TRANSFERS

10.1 Unrequested transfers are to be avoided whenever possible. An employee who receives notice of an unrequested transfer must be given a list of alternatives and the right of choice.

10.2 If an employee agrees to a transfer to a position not included under the terms of this Agreement, and thereafter within six (6) months wishes to revert to the former position within the bargaining unit, he/she shall be credited with the ACCUMULATED SENIORITY EARNED while working in the position to which the employee was transferred.

ARTICLE 11

JOB POSTINGS

11.1 All vacancies or newly created positions within the bargaining unit shall be posted within eight (8) working days of the date that the vacancy occurs.

11.2 All vacancies or newly created positions shall be filled on the basis of seniority and qualifications. To determine qualifications, the Employer may use skill tests to determine skill level of the applicants, particularly in secretarial positions.

11.3 The posting period shall be for a period of ten (10) working days and the posting will set forth the minimum qualifications and the rate of pay. Postings will be placed on the Union bulletin boards in each building. The seniored employee applying for the position who meets the minimum requirements will be awarded the position subject to the completion of a sixty (60) work day trial period (see 11.4 below). Posted positions must be awarded within five (5) work days after the expiration of the posting period.

11.4 Applicants who have been awarded posted positions will be granted a sixty (60) work day trial period during which time the employee's desire to remain in that position and the employee's ability to perform the job will be evaluated. If, during the trial period, the employee wishes to revert back to his/her former position, he/she may do so and the position will be offered to the next seniored applicant who meets the minimum qualifications. If, at the end of the sixty (60) work day trial period the employee's job performance has been satisfactory, the position will be considered permanently filled.

11.5 If the seniored applicant's job performance has been unsatisfactory during the trial period, reasons for not awarding the job will be put in writing by the employer and given to the employee. If the applicant/employee disagrees with the adverse evaluation, the matter will be subject to review by the Union and the Employer.

11.6 During the sixty (60) work day trial period, employees will receive the rate of pay for the job they are trying out for.

11.7 In the event no employees apply for a vacancy or newly created position, the Employer may fill the position from outside the bargaining unit and the new hire may join the Union. Simultaneous external postings of a vacant position shall be allowed.

11.8 If a person has previously worked in a position for which she/he bids, and has previously passed the test for said position, she/he shall not be required to take a test for said position.

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

ARTICLE 12

LEAVE OF ABSENCE

12.1 Paid Sick Leave: All employees covered by this agreement shall be granted paid sick leave as follows:

- Full Year Employees – 11 Days per School Year
- School Year Employees – 9 Days per School Year
- Building Secretaries – 10 Days per School Year

Sick Leave Days shall be granted at the beginning of the year but are prorated in the event of early termination. If the employee use of sick days exceeds the prorated amount, the repayment obligation will be satisfied by payroll deduction or repaid directly to the District by the employee. For employees working less than a year, the days shall be prorated. The pro-ration will be equal to the time worked.

The first 72 hours of sick leave that qualify for the Earned Sick Time Act (“ESTA”) may be used for ESTA purposes as long as ESTA remains in effect. If any of those 72 hours of paid leave are used for an ESTA purpose, then ESTA applies to the use of that paid time off.

12.2 Unused sick leave may be accumulated from year to year with no maximum.

12.3 Part-Time Pro-Rated
The paid leave benefit described in this article shall apply to full time employees both full and school year. The paid leave benefit shall be further pro-rated as follows:

a. One half (1/2) time or more – all paid leave benefits are pro-rated
b. Less than one half (1/2) time – only eligible for prorated sick and bereavement benefits.

12.4 An employee may use any part or all of his/her accumulated sick leave as follows:

a. Any employee who is absent from work because of his/her personal illness will be allowed to use such portion of such sick leave as may be necessary for such personal illness including dental appointments which shall be charged against sick leave to the nearest hour.
b. The Superintendent or his designee, at his/her discretion, may request a doctor’s certification of ability to return to work if an employee used three (3) or more consecutive sick days.
c. The Superintendent reserves the right to request and receive from an employee documentation confirming the employee's attendance for a doctor's or other appointment where time for the appointment is charged to sick leave. This includes appointments of immediate family as defined in 12.7, whereby the employee used sick leave.

d. If, in the sole discretion of the Superintendent, a pattern of absences for an employee is determined to be of concern, the Superintendent may request and receive from the employee proper documentation (i.e. doctor's statement, appointment confirmation etc.) that satisfactorily supports the employee's absence. Failure to provide the requested documentation could result in the employee losing all compensation for the day(s) in question. Additionally such failure could lead to disciplinary action for the employee.

12.5 Personal Business Leave: Each employee shall be granted paid personal leave days as follows:

a. Full Year – Three (3) days per school year
b. School Year – Three (3) days per school year
c. Said employees planning the use of a personal business day shall notify his/her supervisor at least three (3) days in advance. In the case of an emergency, a supervisor may waive the three (3) day requirement. A personal leave day may be used to attend to business that cannot otherwise be conducted outside of normal working hours. Unused personal days shall be added to the employee's sick leave accumulation (up to the allowable maximum) at the conclusion of the year.

Personal Business Leave Days shall be granted at the beginning of the year but are prorated in the event of early termination. If the employee use of personal days exceeds the prorated amount, the repayment obligation will be satisfied by payroll deduction or repaid directly to the District by the employee. For employees working less than a year, the days shall be prorated. The pro-ration will be equal to the time worked.

12.6 Bereavement Leave: In the event of the death of a spouse, child, parent, brother, sister, grandparent, mother/father-in-law, or other relative who resides in the employee's domicile, an employee shall be granted up to five (5) days of paid leave which will be charged as sick leave. Additional leave needed may be granted, upon request, at the discretion of the District.

12.7 Emergency Leave: An employee may request of the superintendent and may be granted up to ten (10) days emergency leave for illness in the immediate family or dependent of the immediate household, or to arrange for care of a family member, or for such other emergency situation which may arise. Emergency leave shall be chargeable to sick leave. Immediate family shall include: legal mother or father, mother or father-in-law, spouse, siblings, children, grandparents, or legal guardian. If however, the leave request is based on a serious health condition which qualifies for FMLA leave, the leave shall be treated as a FMLA leave instead.

12.8 Jury Duty and Subpoenaed Witness

a. An employee unable to work due to jury duty shall be compensated for the difference between the regular pay and any compensation received for the performance of such obligation, excluding mileage and travel fees. The employee will provide the District with verification of any payments received from the court.
b. An employee subpoenaed into court, to give testimony in a case or proceeding in which the Association is not a party and in which the employee has no personal business or financial interest (i.e. by virtue of other employment or investment interests, etc.) shall be compensated for the difference between the regular pay and any witness fees received.

12.9 Sick Leave Bank

a. A sick leave bank will be established by employees from their accumulation of sick leave days. The sick leave pool shall not exceed an accumulation of one hundred and fifty (150) days.
b. The bank will be administered by a committee made up of three bargaining unit employees, the Superintendent of Schools or his/her designee, and one member of the Board of Education.
c. Sick days may be loaned out to employees who have exhausted all accumulated sick days and personal days. Application for sick days must be made in writing by the employee requesting the sick days, if possible, otherwise by the spouse or nearest of kin. The committee will grant no more than ten (10) days per request and may refuse such a request if it feels that the request is without merit or otherwise fails to satisfy the committee's rules and regulations. Decisions made by the sick bank committee are not subject to the grievance procedure. The Association President shall be copied on all requests granted by the committee.
d. In the event that the total accumulation of sick bank days falls below thirty (30), one sick day per year shall be required of each employee until the accumulation reaches one hundred (100).

Employees returning to work will be required to replenish the days borrowed as soon as possible by having no more than six (6) days per year deducted from personal sick leave accumulation. Upon resigning, retiring, layoff, or termination, the balance owed the sick leave bank will be replaced monetarily from any funds owed to the employee by the West Iron School District (payroll, early retirement incentives, vacation time, and personal days) unless not allowable under any applicable state or federal law or statute.
The use of sick bank days will be limited to illness, injury, disability, accident or catastrophe, deemed eligible by the committee.

a. No employee will be denied fewer days than he/she has contributed to the sick bank. If an employee requests only these days (employee's actual contribution) said employee will not be required to pay these days back. A record of each employee's contribution to the sick bank shall be maintained by the administration office. It will be assumed for bookkeeping purposes that, upon ratification, the number of sick leave days in the bank will be the maximum accumulation of one-hundred fifty (150). Furthermore, it shall be assumed that employees will have contributed the following number of days for their guaranteed benefit.

Less Than one Year Employment	0 Days
One to Five Years Employment	1 Day
>Five to Ten Years Employment	2 Days
>Ten to Fifteen Years Employment	3 Days
>Fifteen to Twenty Years Employment	4 Days
>Twenty Years Employment	5 Days

12.10 Holidays

Paid holidays are designated as the following for year-round employees:

Labor Day	New Year's Day
Day before Thanksgiving	New Year's Eve Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Eve Day	Independence Day*
Christmas Day	Friday before Labor Day* (if school is not in session)

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

12.11 Vacations

Full-time year round employees will earn credit towards vacation with pay in accordance with the following schedule. Vacation will be awarded annually on July 1.

0 < 3 years	5 days
3 < 8 years	10 days
8 < 15 years	15 days
15 < 23 years	20 days
>23 years	25 days

Any employee whose current (as of March 27, 2013) level of vacation allotment exceeds the limit described in this article will have that level remain frozen until they reach the next level of years worked.

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

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

Vacations may be in segments of time of less than one (1) week. Special requests for vacation during such times as school may be in session may be granted at the discretion of the employer. Substitutes may be hired at straight-pay rate for vacations only. Requests will be considered on a seniority basis.

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

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

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

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

These vacation days shall be credited to each employee upon the first day of the school year.

School year employees can elect to trade up to four (4) days as sick to use as personal leave. The full-time year round employees in years 0-3 may request to their supervisor up to three (3) days to be used as vacation. These days, if approved and used, will be charged to the employees sick leave account.

Vacation Days shall be granted at the beginning of the year (July 1) but are prorated in the event of early termination. If the employee use of vacation days exceeds the prorated amount, the repayment obligation will be satisfied by payroll deduction or repaid directly to the District by the employee. For employees working less than a year, the days shall be prorated. The pro-ration will be equal to the time worked.

12.12 Family and Medical Leave: The parties agree to fully comply with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). The parties agree that sick leave and all other leaves shall be concurrent with leave under FMLA.

12.13 General Unpaid Leave: Leaves of absences without pay and benefits may be granted to an employee with the following stipulations:

a. Requests must be made in writing to the Superintendent at least thirty (30) days prior to the beginning of the leave. Exceptions may be made in an emergency situation.
b. Leave requests may be up to one (1) year.
c. The Superintendent or designee has sole discretion in granting of such leave.
d. If an unpaid leave is granted, the employee must notify, in writing, the Superintendent his/her intent to return to work at least thirty (30) days prior to the expiration of the unpaid leave. Failure to notify the Superintendent in writing will result in the employee being considered having voluntarily quit their employment.

   The employee may return to work to the first opening in a position that is equal or less in category than the position they held at the onset of their unpaid leave.

e. Seniority will not accrue for unpaid leave except for those unpaid leaves granted for military service or under FMLA.

ARTICLE 13

TEMPORARY ASSIGNMENTS

13.1 Temporary assignments may be made for the purpose of filling vacancies of employees who are absent or on authorized leave of absence. Such temporary assignment will be granted to the seniored employee who meets the minimum requirement for such job after a temporary vacancy of sixty (60) work days.

13.2 Temporary assignments will be posted in accordance with Article 11.

13.3 Substitutes for regular staff shall be called on the basis of the layoff list and seniority. Employees on layoff will be called for temporary assignment before non-members are used to fill such vacancies, provided there are qualified personnel available. Refusal of a laid off employee to accept a temporary assignment in no way affects subsequent recall rights to a regular position.

13.4 Temporary assignments will continue until the regular employee returns to work. When the regular employee returns to work the employee covering the temporary position retains their right to return to their previous position. If the regular employee does not return to work, the position will be re-posted with first consideration being given to the employee who has been temporarily filling the position.

13.5 Employees required to work in a higher paying classification for a temporary period shall receive the rate of pay for that classification.

ARTICLE 14

HEALTH BENEFITS

14.1 The parties agree to comply with Public Act 152 of 2011 (MCL 15.561 – 15.569) whereby the Board selects the Hard Cap option for health benefits.

If the Publicly Funded Health Insurance Contribution Act is amended, and that amendment becomes law during the duration of this contract, both parties agree to reopen insurance options be negotiated and memorialized in a letter of agreement.

For the purpose of this Article, full-time shall mean that the employee must have been an employee of the district and an employee of the bargaining unit prior to July 1, 2013, and is employed for at least six (6) hours per day during the school year or full year, whichever is applicable to said employee. Employees hired on or after July 1, 2013 will be considered full-time if they work seven (7) hours or more per day.

The Board shall provide to each full-time employee the choice of MESSA Health Insurance as described below for a full-time employee. For employees hired before July 1, 2013 full-time is defined as six (6) hours per day and benefits will be prorated to four (4) hours per day. Employees working less than four hours will be ineligible for health benefits. For employees hired on or after July 1, 2013 full-time is defined as seven (7) hours or more and benefits will be prorated to six (6) hours per day. Employees working less than six (6) hours per day will be ineligible for health benefits.

The installments will coincide with the employee's payroll. For part time employees who qualify, who do not elect group health benefits, the amount of cash-in-lieu as described below shall be prorated. Proration for employee who resigns or retire will be equal to the time worked.

In accordance with the Affordable Care Act, if an employee chooses not to take the affordable health insurance offered by the district, chooses not to have health insurance coverage, or has

health coverage through the marketplace, said employee does not qualify for Cash In Lieu offered by the district.

The District is allowed different insurance plans that the support staff union, teachers union and administration group can choose from. Plans will be looked at yearly through the UPAPA to see if there are any plans that would be more beneficial to all groups.

These are the current medical benefit levels for both group health (medical benefit plan) benefits and non-health benefits that employees have the option of choosing (Note - Medical Benefits may change at the discretion of the UPAPA):

Plan A
Medical: Medical plans (Health Benefit Plans) are offered through the UPAPA and are subject to change during the life of this agreement if there is mutual agreement between both parties.

Dental: Class I 100%/Class II 90%/Class III 90%/Class IV 90%
Annual Max Class I, II, III $3,000, Lifetime Max Class IV $3,500
2 Cleanings per Year
No Adult Orthodontics
No Sealants
X-Rays paid under Class II
Vision:VSP 3 Plus P 250CL – Pay year January to December
Negotiated Life Insurance: $50,000
Negotiated AD&D: $50,000
Basic Term Life w/Med: $5,000

Plan B
Dental: Class I 100%/Class II 90%/Class III 90%/Class IV 90%
Annual Max Class I, II, III $3,000, Lifetime Max Class IV $3,500
2 Cleanings per Year
No Adult Orthodontics
No Sealants
X-Rays paid under Class II
Vision:VPS 3 Plus P 250CL – Play year January to December
Negotiated Life Insurance $50,000
Negotiated AD&D $50,000

When a member chooses a health insurance plan, the Dental & Vision option must coincide with the health insurance choice (ex: member chooses single health insurance coverage, dental and vision will also be single coverage.)

Insurance coverage for 26 year old dependents and disabled dependents will continue as permitted by MESSA.

Employees who are eligible for but do not elect group health benefits shall receive cash-in-lieu of such health benefits as set forth below on the conditions that: (1) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides reasonable documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act:

Cash-in-lieu benefits are:

- Single Person $3,000
- Two Person $5,300
- Family $7,400

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

14.3 Upon the death of an employee, the Board will continue to pay all medical benefit plan costs for the remainder of the month.

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

14.5 The open-enrollment period for all changes relating to health insurance and cash-in-lieu will be October 15 through November 15 of each year and will be effective January 1st**.**

ARTICLE 15

SCHOOL CLOSINGS

15.1 In the event school is closed or the school day is delayed or shortened, due to an Act of God (inclement weather, safety hazard, epidemic, etc.) employees covered by this agreement will have their work schedule affected as follows:

a. School Cancellation

1. For this article, Year Round Employees (Fleet Mechanic, Skilled Maintenance, and Year Round Custodian/Bus Driver) will report at their regular time and work their normal shift. The Superintendent, at his/her discretion, may alter the schedule of the day and the employees will suffer no loss of wages for that day.
2. For this article, School Year Employees (School Year Custodian/Bus Driver, Certified Title IAides, Assistant Cook, Teacher Aides, Monitors, and Cashiers/Scanners) will be notified of the closing of school and will not report for work and will not be paid for the day.
3. Secretaries and Head Cook will report at their regular work time and work at least half of the work day, but may work the entire day if the workload requires additional hours. The employee may use personal time during the second half of the workday to receive the full day's compensation. If the secretary or head cook do not have any duties to complete on a school cancellation day, and with written permission from their direct supervisor, they may choose to either take personal time or take the day off as an unpaid day with no loss of benefits.

b. Delayed Start

1. Year Round Employees (as defined above) will report at their regular time and will work their normal shift unless notified by the Superintendent of an alteration of the normal schedule. In that event, these employees will work the modified schedule with no loss of wages for the days.

2. School Year Employees (as defined above) will report to work 30 minutes prior to the announced delayed start time or at a time assigned by direct supervisor, and work the remainder of their normal schedule. They will be paid for the hours worked for that day.

c. Early Dismissal

1. Year Round Employees (as defined above) will work their normal schedule unless notified by the Superintendent of an alternate to that schedule. In the event of an alternate schedule, they will suffer no loss of wage.
2. School Year Employees (as defined above) will work 15 minutes beyond the announced dismissal time (except for school year bus drivers/custodian will complete their bus run and remaining schedule) and will be paid for the hours worked that day. The Superintendent may modify this schedule for other school year employees as needed and if such, those employees will be paid for the hours worked that day.

ARTICLE 16

ALCOHOLISM AND DRUG ABUSE

16.1 Testing for Alcohol and Drug Abuse:
During the term of this Agreement, the Employer with probable cause and in a consistent manner for all employees of the district, may engage in the testing of employees through the taking of blood, urine, or breath samples in order to determine if they are working under the influence of alcohol or drugs.“Reasonable suspicion” means a conclusion based on specific observation of objective manifestations of impairment and/or drug use. Disciplinary action may be taken against employees who report to work under the influence of drugs or alcohol. The District shall use local law enforcement or an approved occupational medicine facility to perform testing services under this paragraph.

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

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

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

16.5 The Employer agrees that any employee with an alcohol or drug abuse problem that requests diagnosis or treatment will not jeopardize his/her job rights or job security and those problems will be handled in a confidential manner, so as long as the employee’s request is made before the employee has violated any law, policy, work rule, or condition of employment while in the scope of his/her employment with the District or engaged in behavior that has caused harm to the District, its students, parents, or the community.

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

16.7 All reports of actual or alleged alcohol and/or drug abuse shall be promptly reported to the respective employee.

16.8 The District may require post-offer/pre-employment drug or alcohol testing for candidate prior to their start of work.

ARTICLE 17

MISCELLANEOUS PROVISIONS

17.1 Coveralls, gloves, protective eyewear, aprons, hard hats, and hearing protection devices will be provided by the Employer as needed. Employees will exercise necessary discretion and caution in order to work safely. No employee will be ordered to work in unsafe conditions.

17.2 During the school week, no school sponsored functions involving pupils will be scheduled unless there is a custodian present in the building. The custodian will be responsible for securing the building at the conclusion of said function. If events are held on the weekend and custodians are not called in, at the discretion of management, the charge person will be responsible for clean-up.

17.3 Computation of benefits: All hours paid to employees shall be considered as hours worked.

17.4 Payment of accumulated sick leave shall be paid to the employee on the last payday of his/her services on retirement, provided said employee has been an employee of the district for a period of at least ten (10) consecutive years and qualifies for retirement with ORS prior to retirement. For the purpose of this paragraph, retirement is defined as being eligible for MPSERS benefits. The Board believes that there is value in encouraging support staff to provide the District with early notice of their intentions to retire at the end of the school year so that the District can begin planning for next year's assignments and hiring needs. Therefore, a support staff employee will receive payment as defined below when the employee provides written notice of their intent to retire on or before April 1 at 4:00 pm of the calendar year. Employee will be paid for their accumulated sick leave as follows: (sick hours will be calculated by the employees current hourly contract/day)

- Written notification on or before April 1 is $50 per accumulated day.
- Written notification after April 1 is $30 per accumulated day.
- These payments will be deposited into the District’s special pay plan.

a. Sick Day Buyback:

1. For the 2026-27 school year, upon ratification all employees who have accumulated more than 100 sick days will be paid $50 per day. This payment can be through payroll or 403(b).

2. After the 2027-28 school year, an employee may accumulate up to a maximum of one hundred (100) sick days. If an employee's sick day bank exceeds 100 days as of the last contractual work day of the school year, the employee will receive $50/day in exchange for each day over 100 days after the last contractual work day. This may be paid into a 403(b) or regular payroll.

17.5 In the event of the death of an employee who has worked for the district for a period of at least ten (10) consecutive years, the beneficiary will be paid for the accumulated sick leave at the rate specified in 17.4

17.6 The insurance co-pay annual obligation will follow the employees payroll period.

17.7 All employees shall be paid through direct deposit payments with online access to payroll. A printed copy may be provided upon request to an employee.

17.8 Year round employees will be paid via 26 pay periods per year. If the other school district employees move to a bi-monthly payroll, payments will be made on the 15th & 30th of each month. For the month of February, payments will be made on the last day of the month. If the 15th or 30th of the month falls on a weekend or holiday, the pay date will be the business day before the 15th or 30th.

17.9 Recognizing the dedication of the ESPA employees, on the first pay period in November, the District shall provide a $300, off schedule stipend to all employees covered under this Agreement.

17.10 Any support staff employee may obtain an Athletic Pass for all home school activities (except MHSAA tournament events) from the Athletic Director's office.

17.11 If an emergency financial manager is appointed by the state under PA 436 of 2012, Local Financial Stability and Choice Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act.

ARTICLE 18

NEGOTIATIONS PROCEDURES AND DURATION

18.1 At least ninety (90) days before the expiration date of this Agreement, the Employer and the Union shall set a date for commencement of bargaining a successor Agreement, but nothing shall preclude a simple renewal of this Agreement by mutual consent.

18.2 If, during the effective date of this Agreement, matters of mutual concern arise, either the Employer or the Union may request, in writing, a meeting to discuss any provision of this Agreement or any proposed addition(s) to this Agreement.

18.3 At the request of either party, conferences between the Superintendent or his/her designee and the local Union officers will be scheduled for the purpose of maintaining harmonious working relations and smooth operations of the West Iron County Public Schools. Such conferences will not be for the purpose of amending this Agreement.

18.4 The final draft of the Agreement will be prepared by the Union for signature by the consenting parties. A copy of this Agreement will be posted on the District's website as required by law.

18.5 The terms and conditions of this settlement reached by the Association and Board on July 21, 2026.

18.6 During the effective period of this Agreement, the Union agrees not to engage in a direct job action against the West Iron County Schools, and the Employer agrees not to engage in a lock-out against the West Iron County Schools Educational Support Personnel.

IN WITNESS WHEREOF, the respective parties have caused this document to be executed this July 21, 2026.

WEST IRON COUNTY
EDUCATION SUPPORT
PERSONNEL ASSOCIATION

_____
President

_____
Secretary

WEST IRON COUNTY
PUBLIC SCHOOLS
BOARD OF EDUCATION

_____
President

_____
Secretary

_____
Superintendent

APPENDIX A (1)
SALARY CATEGORIES

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

Category A (4)
1. Fleet Mechanic
2. Skilled Maintenance
3. Voc Ed Aide (if certified)
4. Bus Driver

Category B (3)
1. Custodian
2. Secretaries
3. Custodian (4 hours or less, or summer employment)

Category C (2)
1. Head Cook
2. Certified Title I Aides

Category D (4)
1. Assistant Cook
2. Health Care Aides
3. Cashiers/Scanners
4. Monitors

Any aide position that requires 60 college credits and/or substitute teacher certificate, or in the absence of the school nurse or secretary, and administration assigns the trained aide to dispense medication(s) to the nearest 15 minute increment, will be paid under Category C.

APPENDIX A - SCHEDULE A (2)

2026-27 For Hires before July 1, 2013				
Step	A	B	C	D
1	21.77	20.49	17.91	17.16
2	22.14	20.90	18.31	17.55
3	22.75	21.48	18.91	18.14
4	23.09	21.82	19.08	18.48
5	23.16	21.88	19.15	18.55
6	23.22	21.96	19.24	18.62
7	23.30	22.03	19.30	18.70
8	23.36	22.10	19.37	18.77
9	23.44	22.18	19.45	18.84
10	23.52	22.24	19.52	18.91
11	23.58	22.32	19.58	19.01
12	23.66	22.39	19.68	19.07
13	23.72	22.47	19.75	19.14
14	23.81	22.55	19.81	19.22
15	23.89	22.62	19.89	19.29
16	23.95	22.69	19.97	19.36
17	24.03	22.77	20.03	19.44
18	24.11	22.84	20.11	19.51
19	24.17	22.91	20.19	19.56
20	24.26	22.98	20.24	19.66
21	24.33	23.06	20.34	19.74
22	24.39	23.14	20.41	19.80
23	24.48	23.19	20.48	19.87
24	24.55	23.29	20.55	19.96
25	24.62	23.92	20.62	20.01
26	24.70	23.97	20.70	20.09
27	24.77	24.07	20.76	20.16
28	24.84	24.12	20.83	20.23
29	24.90	24.19	20.92	20.31
30	24.99	24.28	20.98	20.39

2026-27	**For new hires after July 1, 2013**			
Step	A	B	C	D
1	21.38	20.31	17.80	16.44
2	21.38	20.31	17.80	16.44
3	21.40	20.35	17.84	16.46
4	21.40	20.35	17.84	16.46
5	21.43	20.37	17.86	16.49
6	21.43	20.37	17.86	16.49
7	21.65	20.59	18.08	16.57
8	21.65	20.59	18.08	16.57
9	21.69	20.64	18.13	16.62
10	21.69	20.64	18.13	16.62
11	21.91	20.85	18.35	16.84
12	21.91	20.85	18.35	16.84
13	21.98	20.91	18.40	16.91
14	21.98	20.91	18.40	16.91
15	22.11	21.06	18.53	16.96
16	22.11	21.06	18.53	16.96
17	22.60	21.56	19.04	17.44
18	22.60	21.56	19.04	17.44
19	22.65	21.60	19.08	17.49
20	22.65	21.60	19.08	17.49
21	22.70	21.66	19.14	17.55
22	22.70	21.66	19.14	17.55
23	22.82	21.75	19.24	17.80
24	22.82	21.75	19.24	17.80
25	23.97	22.86	20.34	18.69
26	23.97	22.86	20.34	18.69
27	24.38	23.33	20.39	18.75
28	24.38	23.33	20.39	18.75
29	24.45	23.39	20.54	18.83
30	24.45	23.39	20.54	18.83

2027-28	**For Hires before July 1, 2013**			
Step	A	B	C	D
1	22.53	21.20	18.54	17.76
2	22.92	21.63	18.95	18.16
3	23.55	22.23	19.57	18.78
4	23.90	22.58	19.75	19.13
5	23.97	22.65	19.82	19.20
6	24.03	22.72	19.91	19.27
7	24.11	22.80	19.97	19.36
8	24.18	22.88	20.05	19.43
9	24.26	22.95	20.13	19.50
10	24.34	23.02	20.20	19.57
11	24.41	23.10	20.27	19.67
12	24.48	23.17	20.37	19.74
13	24.55	23.26	20.44	19.81
14	24.65	23.34	20.51	19.89
15	24.72	23.41	20.58	19.96
16	24.79	23.48	20.67	20.04
17	24.88	23.57	20.74	20.12
18	24.95	23.64	20.81	20.19
19	25.02	23.71	20.90	20.25
20	25.10	23.79	20.95	20.34
21	25.18	23.87	21.05	20.43
22	25.25	23.95	21.13	20.50
23	25.33	24.01	21.19	20.56
24	25.41	24.10	21.27	20.66
25	25.48	24.76	21.34	20.71
26	25.56	24.81	21.42	20.79
27	25.64	24.91	21.49	20.87
28	25.71	24.96	21.56	20.94
29	25.77	25.04	21.65	21.02
30	25.86	25.13	21.71	21.10

2027-28 For new hires <u>after</u> July 1, 2013				
Step	A	B	C	D
1	22.13	21.02	18.42	17.02
2	22.13	21.02	18.42	17.02
3	22.15	21.06	18.46	17.04
4	22.15	21.06	18.46	17.04
5	22.18	21.08	18.49	17.06
6	22.18	21.08	18.49	17.06
7	22.41	21.31	18.71	17.15
8	22.41	21.31	18.71	17.15
9	22.45	21.37	18.77	17.20
10	22.45	21.37	18.77	17.20
11	22.68	21.58	19.00	17.43
12	22.68	21.58	19.00	17.43
13	22.75	21.64	19.04	17.50
14	22.75	21.64	19.04	17.50
15	22.89	21.80	19.18	17.55
16	22.89	21.80	19.18	17.55
17	23.39	22.31	19.70	18.05
18	23.39	22.31	19.70	18.05
19	23.44	22.35	19.75	18.11
20	23.44	22.35	19.75	18.11
21	23.50	22.42	19.81	18.16
22	23.50	22.42	19.81	18.16
23	23.62	22.51	19.91	18.42
24	23.62	22.51	19.91	18.42
25	24.81	23.66	21.05	19.34
26	24.81	23.66	21.05	19.34
27	25.23	24.15	21.10	19.41
28	25.23	24.15	21.10	19.41
29	25.31	24.21	21.26	19.49
30	25.31	24.21	21.26	19.49

2028-29	**For Hires <u>before</u> July 1, 2013**			
Step	A	B	C	D
1	23.32	21.94	19.19	18.38
2	23.72	22.38	19.62	18.80
3	24.37	23.01	20.26	19.44
4	24.73	23.37	20.44	19.80
5	24.81	23.44	20.52	19.87
6	24.87	23.52	20.61	19.94
7	24.96	23.60	20.67	20.03
8	25.03	23.68	20.75	20.11
9	25.11	23.76	20.83	20.18
10	25.20	23.82	20.91	20.26
11	25.26	23.91	20.98	20.36
12	25.34	23.98	21.08	20.43
13	25.41	24.07	21.16	20.50
14	25.51	24.16	21.22	20.58
15	25.59	24.23	21.30	20.66
16	25.66	24.31	21.39	20.74
17	25.75	24.40	21.46	20.82
18	25.83	24.46	21.54	20.90
19	25.89	24.54	21.63	20.95
20	25.98	24.62	21.69	21.06
21	26.06	24.70	21.79	21.15
22	26.13	24.79	21.87	21.21
23	26.22	24.85	21.93	21.28
24	26.30	24.95	22.01	21.38
25	26.38	25.62	22.09	21.44
26	26.45	25.68	22.17	21.52
27	26.53	25.78	22.24	21.60
28	26.61	25.84	22.32	21.67
29	26.67	25.92	22.41	21.75
30	26.77	26.01	22.47	21.84

2028-29 For new hires after July 1, 2013				
Step	A	B	C	D
1	22.90	21.75	19.07	17.61
2	22.90	21.75	19.07	17.61
3	22.92	21.80	19.11	17.64
4	22.92	21.80	19.11	17.64
5	22.96	21.82	19.13	17.66
6	22.96	21.82	19.13	17.66
7	23.19	22.06	19.37	17.75
8	23.19	22.06	19.37	17.75
9	23.24	22.11	19.43	17.81
10	23.24	22.11	19.43	17.81
11	23.47	22.34	19.66	18.04
12	23.47	22.34	19.66	18.04
13	23.54	22.39	19.71	18.11
14	23.54	22.39	19.71	18.11
15	23.69	22.56	19.85	18.17
16	23.69	22.56	19.85	18.17
17	24.21	23.09	20.39	18.68
18	24.21	23.09	20.39	18.68
19	24.26	23.14	20.44	18.74
20	24.26	23.14	20.44	18.74
21	24.32	23.20	20.50	18.80
22	24.32	23.20	20.50	18.80
23	24.44	23.29	20.61	19.07
24	24.44	23.29	20.61	19.07
25	25.68	24.49	21.79	20.02
26	25.68	24.49	21.79	20.02
27	26.12	24.99	21.84	20.09
28	26.12	24.99	21.84	20.09
29	26.20	25.06	22.00	20.17
30	26.20	25.06	22.00	20.17

APPENDIX B - WORKING HOURS

B.1 The regular work week will usually consist of five (5) consecutive days; Monday through Friday unless the District deems an alternative schedule is necessary.

B.2 In the event an employee with a higher classification is assigned to a job with a lower classification for a portion of the day, the employee will be paid at the rate of the higher classification for the first two (2) hours. Any time beyond the first two (2) hours each day will be paid at the rate of the classification for the job assigned.

Skilled employees will be exempt from the above provision provided they return immediately to the skilled position duties upon completion of the duties of the lower classification.

B.3 Employees shall be entitled to one fifteen-minute paid work break per day, or at the option of the employee, two ten-minute paid work breaks per day, one in the A.M. and one in the P.M. or in the respective first half of the shift and the second half of the shift. Any additional breaks, including lunch breaks, are unpaid.

B.4 An employee called out for a bus route, overtime will be guaranteed a minimum of two hours of overtime pay. All other overtime will be paid time for time.

B.5 Shift/Split Shift Premium: Any employee working four (4) or more hours after 2:00 p.m. will receive an additional $0.25 per hour. Any employee working a split shift that requires twelve hours or more to complete will receive an additional $0.25 per hour.

B.6 Time and a half will be paid for all hours worked on paid holidays defined in Article 12 in addition to the holiday pay.

B.7 Out of town bus trips - driver's meals allowance:

$11.00 - Breakfast
$14.00 - Lunch
$21.00 – Dinner

B.8 Overtime hours and additional work opportunities shall be divided as equally as possible among all qualified employees who have requested such in writing. Overtime hours worked must be included on the employee's timesheet for payment. Failure to properly document overtime hours may result in discipline.

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

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

B.9 School year employees who are qualified will be offered first opportunity for summer employment, if work is available. The employee has the right of refusal but such refusal does not preclude such opportunity being offered again when work is available.

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

B.10 The Employer may use students and other workers whose wages are paid in full or in part by an agency of the Federal Government or the State of Michigan. These employees will not be covered by the terms of this Agreement unless enabling legislation gives them the rights and benefits of regular employees. Further, these employees are not to be used to perform work which is regularly performed by employees of the bargaining unit except on a supplemental basis, and use of such workers will not be used to reduce the work hours of employees.

B.11 No employee shall suffer a reduction in wages because of extra-curricular bus trip which would not equal their normal daily wage.

B.12 Up to three (3) building secretaries and three (3) health aides will receive a paid lunch period. Employees selecting this option will be available for emergency situations on a daily basis in their respective buildings. Upon selecting this option, an employee cannot change their selection for the remaining of the school year, unless approved by the Administration. The resulting work hours shall be determined by the employee and their Supervisor and shall not result in overtime pay for the one-half (1/2) hour paid lunch.

B.13 During any school year, the District may add or subtract up to 30 minutes per day to a bidded position without reposting the position. Any work hour alteration in excess of thirty minutes will cause the changed position to be posted.

B.14 The District may schedule professional development and direct bargaining unit employees to attend. The administration will determine which bargaining unit members will participate in professional development offered by the District.

B.15 Employees in Categories C and D shall work until dismissal time on Parent Teacher Conference and Teacher Records Days. If the superintendent or designee assigns additional duties for employee(s) in Category C or D on these days, the employee(s) may work additional hours.

APPENDIX C
Grievance Report Form

Grievance #_____ West Iron County Public Schools Michigan Education Support Personnel Association

*Submit to principal

_____ _____ _____ _____

Building Assignment Name of Grievant Date filed

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance

_____

_____

_____

_____

2. Relief Sought _____

_____

_____

_____

_____ _____

Signature Date

C. Disposition of Principal:_____

_____

_____

_____ _____

Signature Date

D. Disposition of Grievant and/or Association _____

_____

_____

_____ _____

Signature Date

(If additional space is needed in reporting of Step 1, attach an additional sheet.)

Grievance Report Form

Grievance #_____ West Iron County Public Schools

*Submit to superintendent

_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date filed

STEP 2

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance_____

_____

_____

_____

2. Relief Sought_____

_____

_____

_____

_____ _____

Signature Date

C. Disposition of Superintendent: _____

_____

_____

_____ _____

Signature Date

D. Disposition of Grievant and/or Association _____

_____

_____

_____ _____

Signature Date

(If additional space is needed in reporting of Step 2, attach an additional sheet.)

Grievance Report Form

Grievance #_____ West Iron County Public Schools

*Submit to School Board

_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date filed

STEP 3

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance _____

_____

_____

_____

2. Relief Sought_____

_____

_____

_____

_____ _____

Signature Date

C. Disposition of Board of Education: _____

_____

_____

_____ _____

Signature Date

D. Disposition of Grievant and/or Association _____

_____

_____

_____ _____

Signature Date

(If additional space is needed in reporting of Step 3, attach an additional sheet.)

Grievance Report Form

Grievance #_____ West Iron County Public Schools

*Submit to Arbitrator

_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date filed

STEP 4

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance _____

_____

_____

_____

2. Relief Sought _____

_____

_____

_____

_____ _____

Signature Date

C. Disposition of Arbitrator: _____

_____

_____

_____

_____ _____

Signature Date

(If additional space is needed in reporting of Step 4, attach an additional sheet.)