

**MASTER AGREEMENT**

**BETWEEN THE**

**SCHOOL DISTRICT OF THE CITY OF IRON MOUNTAIN**

**AND THE**

**IRON MOUNTAIN EDUCATION SUPPORT  
PERSONNEL ASSOCIATION**

**August 9, 2021 – June 30, 2024**



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**August 9, 2021-June 30, 2024**

**MASTER AGREEMENT  
IRON MOUNTAIN EDUCATION SUPPORT PERSONNEL ASSOCIATION**

**ARTICLE 1  
RECOGNITION**

The Iron Mountain Public School District, hereinafter called "Employer" or "District" or "Board" hereby recognizes the Michigan Educational Support Personnel Association (MESPA), an affiliate of the National Education Association and the Michigan Education Association, as the sole exclusive bargaining representative, for the purpose of, and as defined in, the Public Employment Relations Act, as amended, MCLA 423.201 et Seq; MSA 17.455 (1) et Seq; (Pera), for all employee classifications of the local bargaining unit the (IMESPA) Iron Mountain Education Support Personnel Association consisting of employees of the Public School Employer, (hereinafter called the "Association" or "union") for all full time school year or calendar year personnel and all regular part-time employees (as certified by the Michigan Employment Relations Commission) whether probationary or non-probationary, employed by the Employer performing any work currently being performed by bargaining unit members such as: educational assistants and secretaries, but excluding: part-time/casual/seasonal employees, superintendent's secretary, lunch room aide, high school work study employees, college seasonal employees, and supervisory personnel, unless otherwise indicated, use of the term "Employee" or "Bargaining Unit Member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

The Board shall develop job descriptions for each employee classification and present each employee with their proper job description. The District retains, whether exercised or not all express and interest rights and authority pursuant to law with respect to determining the level of, and the manner in which, the District support personnel work classification duties are conducted, managed and administered. The Iron Mountain Educational Support Personnel Association recognizes the exclusive right of the District to establish and maintain District rules and procedures. It is also recognized that every incidental duty connected with each job description classification, that are enumerated in the job descriptions is not always specifically described, it is intended that all such duties shall be performed by the employee.

The power to decide whether or not to enter into, ratify, or execute a collective bargaining agreement with a public school employer rests solely with the members of the bargaining unit who are employees of the public school employer, and shall not be delegated to a bargaining representative or an educational association or conditioned on approval by a bargaining representative or an education association.

**ARTICLE 2  
ASSOCIATION RIGHTS**

A. The Association and its representatives shall have the right to use Employer buildings at all reasonable hours for full membership meetings with prior notice to the employer and approval.

B. The Association shall have the right to post notices of activities and matters of Association concern

on designated existing bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned.

C. The Employer agrees to furnish to the Association 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, addresses, seniority and experience credit of all bargaining unit members; compensation paid thereto, all budgetary information and allocations; agendas, minutes, and reports of or all Employer board meetings; census and membership data; and other such information as will assist the Association in developing intelligent, accurate, informed programs or proposals on behalf of bargaining unit members together with information which the Association may require to process any grievance or complaint. The Association and its agents will provide the Employer with information necessary for negotiations and grievance processing.

### **ARTICLE 3** **RIGHTS OF THE BOARD**

A. The Association recognizes that the Employer has the responsibility and authority to adopt reasonable rules or policies, to manage and direct, on behalf of the public, operations and activities of the Iron Mountain Public School District to the full extent authorized by the laws and the Constitution of the State of Michigan and of the United States provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.

B. The Board recognizes its obligations pursuant to Act 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages and conditions of employment, to act in accordance with State School Law as amended by the Michigan Public Employee Relations Act, and the Michigan Revised School Code, as amended.

C. The School District of the City of Iron Mountain is a general powers school district in accordance with Public Act 289 of 1995. The District's general powers are permissive powers incidental or appropriate to the performance of a function related to the operation of the District in the interests of public education. The District may exercise a power incidental or appropriate to the performance of any function related to the operation of the School District in the interests of public elementary and secondary education including but not limited to the executive management and administrative control of the school system and its properties and facilities; to hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment, or their dismissal; to direct the working forces, including the right to promote, discipline, transfer, and determine the size of the work force; to determine the services, supplies and equipment necessary to continue operations and to determine the methods and processes of carrying on the work; to determine the financial policies including all accounting procedures, and all matters pertaining to public relations; to determine the size of the management organization, its functions, authority and the amount of supervision needed for the district, to the contracting for, scheduling, supervision, or terminating employees, independent contractors, and others to carry out School District powers. A School District may indemnify its employees.



D. Section 15(2) of PERA as amended by Act 112 provides: A Public School employer has the responsibility, authority and right to manage and direct on behalf of the public the operations and the activities of the public schools under its control.

E. The Board shall determine the criteria for qualifications of all employee classifications whether existing or newly created. The Board shall also determine the qualifications of all employees and applicants within existing positions and seeking other positions.

F. The Board retains their rights granted to it by the Michigan Public Employment Relations Act, as amended.

#### **ARTICLE 4**

##### **PAYROLL DEDUCTION**

- A. All employees' payroll information will be available via secure web access. The district will provide computer access for employees to print these receipts at all buildings in the district.
- B. Membership in the Association shall be open to all employees regardless of race, sex, creed, marital status, or national origin.
- C. Any bargaining unit employee has the right to join or not join, maintain, or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on, nor discriminate against, any employee by virtue of his/her joining or refusing to join the Association. Each employee who is not member of the Association may voluntarily pay as a service fee to the Association an amount, legally determined, required to be paid by members of the Association, including local, state, and national dues; provided, however, that the employee may, to the extent permitted by law, authorize payroll deduction for such fee in the same manner as provided herein for paying Association dues.

#### **ARTICLE 5**

##### **REDUCTION IN PERSONNEL, LAYOFF, AND RECALL**

- A. No Employee shall be laid off pursuant to a necessary reduction in the work force unless said Employee shall have been notified of said layoff at least thirty (30) days prior to the effective date of the layoff. In unforeseen financial emergency, a minimum of 10 days' notice shall be given.
- B. In the event of a necessary reduction in work force, the Board shall first lay off probationary employees, within the affected classification, then the least senior employees, within the affected classification. In no case shall a new employee be hired, within the affected classification, while laid off employees are qualified for a vacant or newly created position.

A more senior employee within an affected classification may choose at his/her option a voluntary layoff subject to approval by the Board or designee. Considering factors such as the unique skill set(s) of the employee seeking a voluntary layoff, the skill set(s) the employee(s) working in the classification while the employee is on a voluntary layoff, possible disruption to the Board's operations while the employee is on voluntary layoff, and its ability to adequately provide services while the employee is on a voluntary layoff. The Board agrees that when an employee is on voluntary layoff status any unemployment insurance claim filed by the employee pertaining to the voluntary layoff will not be disputed by the Board unless the employee subsequently declines recall, or fail to return from layoff status. The compensation-offset requirements set forth in Article 5 (K) shall remain in effect. The recall rights and responsibilities for any employee on a voluntary layoff are set forth in Articles 5 (E), (F), (G), and (K).

- C. Employees whose positions have been laid off or reduced shall have the right to assume a position in any classification, for which they are qualified, which is held by a less senior employee. An employee who assumes a newly created position or that of a less senior bargaining unit member, shall receive credit for all earned benefits that he/she had accumulated only if the position has been reduced by Board action and not a voluntary transfer by the employee, prior to accepting the new position at the employee's pay rate, and prior to accepting the new position. In no instance shall any earned benefit be reduced or eliminated due to a change in the employee's position and/or classification except as listed above. An employee who takes a voluntary reduction in employment must use all accumulated vacation days before assuming the reduced position.
- D. In the event of a reduction in the work hours in a classification an employee may claim seniority over another employee in his/her classification for the purpose of maintaining his/her normal work schedule, provided he/she has greater departmental seniority than the employee he/she seeks to replace in his/her classification. In no case shall a reduction of any employee's work hours take effect until the Board gives ten (10) workdays written notice to the affected employee(s). An employee claiming seniority over another employee in his/her classification, due to lay-off, must do so in writing to the Board within five (5) working days of receipt of the lay-off notice.
- E. Employees shall be recalled in inverse order of their district seniority to any position for which they are qualified. For those employees with the same date of hire, seniority shall be determined by drawing those employees' names out of a hat. The employee's name that is picked first out of the hat, shall be deemed the more senior member. This process will continue until all affected employee's names have been drawn from the hat. Any employee who has served more than sixty (60) working days in a classification shall be deemed qualified for any position in that classification.
- F. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report to work. It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled employee shall be given up to five (5) calendar days from receipt of notice, to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work. Employees recalled to work for equal or greater hours than the employee worked prior to layoff for which they are qualified to perform are obligated to take said work. The Board as constituting an irrevocable voluntary resignation of the employee shall deem an employee who

declines a recall to equal or greater hours than the employee worked prior to layoff.

- G. By May 15 of each year a laid off employee must notify the Employer, in writing, of his/her desire and availability to return to work. Failure of laid-off employee to comply with the notification and time line of Article 5, Section G, shall be deemed by the Board as constituting an irrevocable voluntary resignation of the employee.
- H. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to the shortage of funds or lack of work; however, any regular full or regular part-time employee shall not be reduced below their full or regular part-time timework schedule by the hiring of additional personnel.
- I. A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority if they are qualified. Laid off employees may continue their health, dental, and life insurance benefits by paying the regular monthly premium rate for such benefits to the Board and in accordance with the insurance carrier's regulations and COBRA.
- J. Any employee in a layoff status for a period of two years shall lose all recall rights to any position in the district.
- K. An employee who is paid unemployment compensation benefits chargeable to the employer and who is subsequently recalled or employed by the district in the classification he/she was working in when he/she was laid off or another classification of the bargaining unit, shall have his/her compensation for that school year adjusted so that his/her unemployment compensation benefits received plus his/her adjusted compensation will be equal to the total compensation he/she would have earned for work performed in that school year had he/she not received unemployment compensation benefits prior to returning to employment.

## **ARTICLE 6** **SENIORITY**

- A. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Seniority by job classification will define job bidding, lay-off and recall rights. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by lottery drawing.
- B. Probationary period for new employees shall not exceed (1) one calendar year. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and conditions of employment. Probationary employees may be discharged with or without cause or notice and with no recourse past the Level IV grievance procedure.
- C. All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the district. The second shall reflect his/her most recent date of district employment in one of its

classifications. Employees shall be placed in one of the following classifications based on their current assignments:

1. Secretarial/Clerical
  2. Educational Assistants
- D. The Employer shall prepare, maintain, and post the seniority list by October 1st of each year with the names and job classification of all employees. The list shall show district-wide seniority and classification seniority. The Union shall have thirty days to present or dispute any disagreements they may have with the seniority list. Thereafter, the list will be deemed as final until the expiration of the Master Agreement.
- E. Seniority by classification shall be determined within each assigned employee classification and separated by regular full-time classification and regular part-time classification.
- F. When a position becomes vacant, and posted, the most senior applicant in the classification shall fill said position.
- G. Employees may apply for non-contractual extra-duty summer positions, which are posted and sent via email to employees.

## **ARTICLE 7**

### **VACANCIES, TRANSFERS, AND PROMOTIONS**

- A. A vacancy shall be defined as any bargaining unit position, either newly created or a present position that is not filled.
- B. The Board shall notify employees of vacancies by sending notice of the vacancy to the Union President and any employee on lay-off. A copy will be sent to all employees on their school email address. Email addresses for employees on layoff will be made available to employees for the duration of their layoff.
1. Classification
  2. Location of work
  3. Starting date
  4. Rate of pay
  5. Hours to be worked
  6. Minimum qualifications

Interested employees may apply in writing to the superintendent, or designee, within the three (3) day posting period. An employee may notify the District by simply writing, (they are interested in the position listed) along with their signature on a letter to the superintendent.

- C. Vacancies shall be filled with the most senior qualified applicant from within the affected classification. Should no employee from the affected classification apply, the most senior

qualified applicant from another classification shall fill the vacancy.

- D. The employer shall make known its decision as to which applicant has been selected to fill a posted position, in writing, to the president of the local union, the successful applicant, and post the name of the successful applicant for a position on employee bulletin boards.
- E. In the event of promotion in the classification or voluntary transfer from one classification to another, the employee shall be given a ninety (90) workday trial in which to show his/her ability to perform on the new job. The employer shall give the employee promoted or transferred reasonable assistance to enable him/her to perform up to employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, the employee shall be returned to his/her previous assignment.

When an employee changes classifications, he/she will go to the bottom of the seniority list of the new classification and may at the Board's discretion maintain his/her present pay status until he/she reaches years on the salary scale that would constitute a raise. The employee would also receive percentage increases allowed in the Agreement.

- F. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected only for reasonable and just cause as determined by the employer.
- G. Any employee asked by a supervisor to temporarily assume the classification of another employee will be paid the rate for those duties. An employee's rate shall not be reduced by any temporary change in classification.
- H. The District will hire substitutes whenever possible when an educational assistant is absent.

## **ARTICLE 8**

### **UNPAID LEAVES**

#### **A. General Conditions:**

Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee without loss or accumulation of seniority. Leaves of absence may only be requested for reasons listed in Article 8, Part B.

Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Parental child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child.

An employee returning from a leave of absence shall be reinstated to the position and classification he/she held when the leave began. At least thirty-five (35) days prior to the date a leave is scheduled to expire, an employee shall notify the Board of his/her intent to return to work. Failure of individuals on leave of absence to notify the District office thirty-five (35) days prior to the date a leave is scheduled to expire shall constitute an irrevocable voluntary resignation.

B. Unpaid leaves of absence may be taken for the following:

1. **Military** - A military leave of absence shall be granted to any employee who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be placed in the same classification and experience level as he/she would have been had he/she worked in the district during such period. The employee shall have ninety (90) days from the date of discharge to report for work unless a military incapacity should exist; in which case a reasonable time extension shall be considered. In the event of dishonorable discharge, the employee shall forfeit all recall rights.
2. **Parental Child-Care** - A leave of absence shall be granted to any employee for the purpose of child-care. Said leave shall commence upon request of the employee. A pregnant employee may commence said child-care leave at her option. In the event of death of the object child, the leave of absence may be terminated upon request of the employee; this shall be a contractual exception.
3. **Illness/Extended Illness** - A leave of absence will be granted to an employee who is without sick leave and is ill or recovering from an extended illness. Employees must present written statements from a physician recommending the need for such leave the district may at its discretion demand a statement from a physician of their choice. The district shall pay the costs associated with mandated examination charges of a district-affiliated physician.
4. **Family Medical Leave** - Employees who have been employed at least 12 months are entitled to a total of 12 workweeks of family medical leave during any 12-month period for the reasons provided by the act. The rules and regulations to qualify an administrative family medical leave are found in Board Policy 4430.01. Applicable paid leave will be concurrent with FMLA. The employee shall be responsible for their portion of insurance.

The District will allow employees to maintain an accumulation of up to five (5) days of sick leave days if requested at the time the family medical leave is requested.

5. Upon request, the Board may grant a leave of absence for extenuating circumstances at its discretion.
6. Leave of absence periods shall not be used to work for another employer without Board approval. If the employee works for another employer during regularly scheduled work hours with IMPS, without prior approval, the leave of absence will be immediately revoked and the employee will be terminated. All contractual benefits and severance benefits will be forfeited.
7. Leave without pay will not be granted for personal leave request(s) besides what is listed above or at the discretion of the administration.

**ARTICLE 9**  
**PAID LEAVES**

**A. HOLIDAYS**

Employees shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each employee.

Thanksgiving Day  
Christmas Day  
New Year's Day

In the event a holiday occurs while an employee is on sick leave, he/she shall receive holiday pay for the holiday and no charge will be made against his/her accumulated sick leave. Employees called to work on any of the above holidays, shall receive a two (2) hour call-in guarantee.

**B. VACATIONS**

If greater than 10-month employment positions are reinstated, the language from the 2019-2020 contract will automatically be placed back in the current contract.

**C. SICK LEAVE**

Sick leave days will be earned at the rate of one (1) day for each full month of employment for all school year employees, prorated for employees less than full time. All part-time regular employees will earn sick leave days pro-rated by actual work hours versus 1098 hours a year. Sick leave may be accumulated unlimited. **For 9-month employees working ½ month in August and ½ month in June, an additional sick leave day will accrue for a total of 10 paid sick leave days per year.**

All sick leave must be taken in a minimum of one-half day increments.

Sick leave pay chargeable against the employees accumulated sick leave shall be granted in accordance with the following reasons and rules listed below.

1. All sick leave notifications will be submitted in writing and in advance when not an emergency. Leave notifications will be submitted to the building principal. In cases of emergency, leave requests may be made by phone call to the building principal. Upon return to work a written notification providing the information of the phone call must be submitted.

Sick leave may be used for employee illness, for care of an ill spouse or child, parent, dependent, or other family members as granted under the Family Medical Leave Act.

The Board of Education reserves the right to determine whether the absence for illness, clinical examination or bereavement was bonafide and at its discretion, may require a doctor's statement or other proof necessary to substantiate the sick leave utilized.

2. Earned and accumulated sick leave will be granted for illness, clinical examination or bereavement in accordance with the rules and regulations set forth in Article 9 with no deduction of pay.
3. One day will be granted when emergency illness in the family requires an employee to make arrangements for necessary medical or nursing care. The immediate family will include: children, mother, father, wife, or husband.
4. Time lost due to the specific diseases of mumps, measles, scarlet fever, pertussis, chicken pox, or a declared pandemic will not be deducted from sick leave for up to 10 work days.
5. The Board recognizes that alcoholism and drug abuse are illnesses and shall be treated as such. Sick leave may be used for treatment of alcoholism and drug abuse if the employee participates in a recognized and accepted rehabilitation program.

#### D. BEREAVEMENT LEAVE

In the event of the death of an immediate family members, (immediate family shall include spouse, parents, parents of spouse, children, grandchildren, grandparents, brother and sister of employee and spouse, brother or sister in-laws, partner, or for any person that the employee is the legal guardian) up to 5-days may be used from sick leave. The employee has the choice to use personal days instead of sick leave. Significant others may also be included on a case basis approved by the Superintendent.

However, in the event of the death of a spouse or child, parents, parents of spouse, or a sibling, five (5) days bereavement period shall be granted and shall not be deducted from the sick leave or personal days.

#### E. FAMILY MEDICAL LEAVE

Employees who have been employed at least 12 months are entitled to a total of 12 workweeks of unpaid family medical leave during any 12-month period. The rules and regulations to qualify and administrate family medical leave are found in Board Policy 4430.01.

The District and the local bargaining unit (I.M.E.S.P.A.) agree that it is their mutual intent and understanding to fully comply with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). In so doing, the parties agree that employees requesting leaves of absence pursuant to the FMLA, who are found eligible therefore, will be required to exhaust certain paid leave entitlements for which they may otherwise be eligible under the terms and conditions of the Master Agreement during their FMLA leave time. While the parties understand and agree that the rights established by the FMLA will not diminish any employee benefit programs or plans or paid leave provision dictated by the terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits provided those rights and benefits meet or exceed the basic requirements of the FMLA.



The District will allow employees to maintain an accumulation of up to five (5) days of sick leave days if requested at the time the family medical leave is requested.

#### F. PERSONAL DAY

All employees will receive four (4) personal days per year equal in time to their current shift. Personal days shall have a maximum accumulation of seven (7) days. Personal days may be used to conduct legitimate business professional and/or family obligations an employee may encounter and cannot meet outside of the regular workday. A request for use of a personal day shall be given to the immediate supervisor no later than 48 hours prior to the leave. A decision on the request will be provided to the employee no later than 24 hours after the request is made. This time shall not be used for the following purposes:

1. Personal days may not be used to begin early or extend a vacation period without the approval of the Superintendent.

Unused days, above the accumulated seven (7) shall be converted to the employee's sick leave bank.

All Personal Day leave must be taken in a minimum of one-half day increments and will only be granted if a substitute for the position to cover the leave can be secured.

#### G. JURY DUTY

A leave shall be granted for jury duty and an employee shall be compensated for any loss in salary that may occur. Combined jury pay and wages shall not exceed the employee's regular wage scale for days granted for jury duty. If the employee is released before the end of the shift the employee shall contact his/her superior whether he/she should return to work.

### **ARTICLE 10** **GRIEVANCE PROCEDURE**

- A. A grievance is a complaint in which it is claimed that either party failed to comply with the specific written terms of this agreement and which involves either a charge of a violation of this agreement or a dispute concerning the interpretation or application of this agreement, and may be processed as a grievance as hereinafter provide the Association may process a grievance in behalf of an employee or group of employees without his/her consent.

Should any grievance arise, the same shall be brought to Level I within 30 days of occurrence.

- B. Level I - Any member who believes he/she has a grievance shall present such grievance to their immediate supervisor on an informal basis. If the grievance is not resolved within fifteen (15) working days of occurrence, the grievance shall be reduced to writing and submitted to the supervisor within two (2) working days.

Note: working days for all non-twelve month employees during their summer break shall be

converted to calendar days as pertaining to grievance time lines.

- C. Level II - The grievance may invoke the formal grievance procedure on the form set forth in annexed Schedule D., signed by the grievant and a representative of the Association, which form shall be available from the Association representative. A copy of the grievance form shall be delivered to the supervisor. If the grievance involves more than one building or position, it may be filed with the superintendent or a representative designated by him/her.

Within three (3) working days of the receipt of the grievance, the supervisor shall meet with the grievant and the Association in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievant. The administration shall have the option of using supportive personnel in any stage of the grievance procedure.

- D. Level III - If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) working days of such meeting (or six (6) working days from the date of filing at Level II, whichever shall be later) the grievance shall be transmitted to the superintendent or his/her designee.

Within five (5) working days, the superintendent or his/her designee shall meet with the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the grievant.

- E. Level IV - If the Association is not satisfied with the disposition of the grievance by the superintendent or his/her designee, the Association within five (5) working days of receipt of the disposition of the Superintendent from Level III, must appeal to the Board the decision of the Superintendent and request a Board Hearing. The Board, no later than its next regular meeting or two calendar weeks, which ever shall be later, may hold a hearing on the grievance, review such grievance in executive session (only if the subject of the grievance qualifies under the "Open Meetings Act" law as a subject that can be heard in a closed session) or give such other consideration as it shall deem appropriate.

Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association and the grievant.

- F. Level V - If the Association is not satisfied with the disposition of the grievance by the Board of Education, appeal may be taken to an impartial arbitrator. Such appeal is to be effected within fifteen (15) calendar days of receipt of the answer from Level IV of the grievance procedure, shall be in writing and shall specify the grievance and the disposition from which appeal is taken.

A notice to the Board of Education of such action must also be issued within fifteen (15) calendar days.

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

The arbitrator in making his/her decision shall not change, alter, or modify, nor shall he/she add to or subtract from any term or provision of the agreement. The parties agree that an arbitrator's decision, if made in accordance herewith, shall be final and binding upon them.

- G. The fees and expenses of the arbitrator shall be paid by the losing party or pro-rated in split decisions.
- H. The time limits provided in this article shall be strictly observed or the grievance shall be deemed to be waived except that limits may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall process such grievance prior to the end of the school term or as soon thereafter as possible.
- I. A grievance may be withdrawn at any level without prejudice or record.
- J. Employees while in a probationary status may not pursue any grievance past Level 4 of Article 10 Grievance Procedure.

#### **ARTICLE 11** **BARGAINING UNIT WORK**

- A. The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when Association members are not available.
- B. The Board will continue its established policy and practice of giving employees preference for work they have customarily performed.
- C. No member of the bargaining unit shall be required to dispense prescription medicine to students.
- D. The Board in accordance with Section 15 (3) (H) of P.E.R.A. as added by Public Act 112, at its discretion may implement experimental or pilot programs and make decisions concerning the staffing and use of technology in these programs so they can carefully examine these programs for their potential educational value to deliver educational programs and services.

#### **ARTICLE 12** **DISCIPLINE**

- A. No employee, excluding probationary employee, shall be disciplined (including reprimands, suspensions, reductions in rank or occupational advantage, or discharge) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing.
- B. An employee shall be entitled to have presented a representative of the Association during any meeting that leads to disciplinary action. When such a request for representation is made, no action shall be taken until the representative is present.

The District retains the right to discipline immediately by paid suspension any employee if a representative of the Association is not readily available or until such time an Association representative becomes available to represent the employee, on any offense that the District determines to present a danger to students or staff, gross misconduct with students or staff, gross insubordination, gross and blatant disregard for work rule and policies, gross unprofessional or irresponsible conduct on the job, being served with a felony charge on or off the job. The District and Association shall meet within two working days to discuss the charge(s) and the pending measures the District is considering to take on the offense.

### **ARTICLE 13**

### **MAINTENANCE OF STANDARDS**

A. All conditions of employment, including working hours, extra compensation for duties outside regular working hours, relief periods, and general working conditions shall be maintained at not less than the highest minimum standard in effect in the district at the time this Agreement is signed: provided that such conditions shall be improved for the benefit of employees as is required by express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive employees of advantages heretofore enjoyed unless expressly stated herein.

B. Professional development offered through the MEA shall be offered without prejudice to Iron Mountain ESP members.

C. An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act.

### **ARTICLE 14**

### **COMMUNICABLE DISEASES**

Attendance or non-attendance of students with acute infectious communicable diseases shall be determined by rules or recommendations promulgated by the Michigan Department of Health and/or the Michigan Department of Education.

In the event that a child with communicable diseases is allowed by policy or law to attend school, all employees potentially having contact with the student shall be notified in advance of the child's placement and/or return to school unless notification is illegal or legally determined to violate the student's right of privacy.

In-service instruction in hygienic practices and management to members coming into contact with students having such communicable diseases shall be available upon written request from the employer.

**ARTICLE 15**  
**ALCOHOL AND DRUG ABUSE**

The Association and the Board jointly recognize that alcoholism and drug abuse are illnesses and shall be treated as such. Sick leave may be used for treatment of alcoholism and drug abuse if the employee participates in a recognized and accepted program.

**ARTICLE 16**  
**WORKER'S COMPENSATION**

In the event that an employee suffers an absence due to an injury or an illness arising out of and in the course of his/her employment, the Board shall continue the employee's fringe benefits for a full twelve (12) month period, and shall pay to the employee the difference between his/her salary and the benefits received under the Worker's Disability Compensation Act deducted from the employee's sick leave. A deduction of a portion of a sick leave day shall be made for the salary differential paid.

**ARTICLE 17**  
**RETIREMENT BENEFITS**

If at the time 12-month regular full time, 9-month regular full time and 12 month regular part-time employees with at least ten (10) years of service to District leave the district and qualify for MPSERS benefits concurrently eligible employees will be provided the following benefits.

In recognition of service to the School District of the City of Iron Mountain, an employee will be paid following retirement, \$45.00 per year for each year of service in the Iron Mountain School District. All years of service will be paid including the first ten (10) qualifying years. This payment will be made upon all support personnel providing the Superintendent with copies of documentation from ORS with the number of years and qualifications for the retirement eligibility before any retirement incentive payments are made. If death occurs between the time of leaving the service to the Iron Mountain School District and receiving retirement benefits, the payment will be made to the surviving spouse or designated beneficiary.

This payment for 12-month regular part-time employees shall be prorated (i.e. a half time (1/2) employee would receive \$22.50 per year if all other qualifications are met).

Recognition of service and accumulated sick leave payments will be made according to the requirements of the mutually agreed upon Special Pay Plan for the 2005/2006 Master Agreement. One payment per year will be made no later than July 31 in the year of the member's retirement and will be subject to the limitations of the plan.

<u>Sick Days</u>	<u>All 12 Month Employees</u>	<u>Secretary</u>	<u>Educational Assistants</u>
0-49	10	10	10
50-99	25	20	20
100-149	30	25	25

150-199	35	30	30
200-249	40	35	35
250-299	45	35	35
300+	48	35	35

Employees Hired After July 11, 2011

All 12 Month			
<u>Sick Days</u>	<u>Employees</u>	<u>Secretary</u>	<u>Educational Assistants</u>
0-49	10	10	10
50-99	25	20	20
100-300	30	25	25
(Cap at 300)			

**ARTICLE 18**  
**WORKING CONDITIONS/PAY**

Payment for contracted hours for 9-month employees shall be over 21 pay periods and over 26 pay periods for 12-month employees.

All non-time card school year employees have the option of choosing 21 or 26 pay periods starting in the 2010-2011 school year. When choosing the 26 pay period option all employees will receive the remaining pay at the time of the last scheduled pay in June.

Any non-exempt employee who is required to work over 40 hours in a workweek shall be paid overtime at the rate of time and one-half the employee's regular rate. **Employees will have the choice of compensation time versus extra pay for hours worked above contract hours.**

**Snow/Delayed/Early Releases & Act of God Days:**

On days in which school is canceled, delayed and/or students are released early due to inclement weather, emergencies, and/or acts of God; employees will receive their normal pay for that day. Employees are not required up to report for work during the hours of the cancellation, delay, or early release, but may do so if they so choose, however employees shall notify the building principal as to whether or not they will report for work. If there is a cancellation of school after the work day has started, employees shall remain at their work stations until all students are safely off the premises. For days in which there is a delay to the start of the work day, employees shall report to their work stations at the time deemed necessary by their immediate supervisor. Employees will be required to work any days added to the calendar due to any of the above circumstances in order to meet state mandated days and hours requirements. Any cancellations for a sporting/community event will not result in loss of pay for that day.

## **ARTICLE 19**

### **INSURANCE Benefits**

#### **Health/Medical-Dental-Vision-Life Insurance Pak-Plan**

The Board shall provide for employees regularly working 30 hours or more per week and who are eligible for coverage under the Affordable Health Care Act premium contribution payments toward an employee single coverage Health/Medical plan (MESSA ABC Plan 3) in compliance with the Affordable Health Care Act. The Board's contribution toward single coverage shall not exceed the maximum contribution allowed under Public Act 152. In the event that any currently available benefits under the Affordable Care Act are eliminated during the period of this contract, both parties will come to the table to renegotiate in good faith.

The employee's contribution towards single coverage under the MESSA ABC Plan 3 shall comply with the provisions of the Affordable Health Care Act and not exceed the amount deemed affordable under those same provisions.

#### **Dental/Vision/Life Insurance PAK B Plan**

The Board shall provide payment of premiums for a dental/vision/life insurance plan package for the following positions:

Nine-month or more regular full time employees working a minimum of 6 hours per day on each of the student days as stipulated in the IMPS School Calendar each year.

The Board shall provide premium contribution payments toward an employee Dental/Vision/Life Insurance plan for the dates listed above. The Board provided premium for those enrolled only in the Dental/Vision/Life Insurance plan shall be paid at 100% of the PAK B Plan premium for full time employees. See attached PAK B benefit description referenced in MESSA quote #347912

#### **General Provisions**

Any portion of the plans annual premium cost not covered by the Board capped maximum premium contribution(s) shall be paid by the employee via payroll deduction.

Employee premium payments via payroll deduction to cover the employee contribution toward the annual premiums not covered by the Board paid premiums amounts shall be evenly spread over the same pay-periods the employee has selected for their compensation payments.

Employees will also pay all deductibles and taxes associated with the plans.

## ARTICLE 20 PAY SCHEDULES

### SECRETARIES

(\$1.50 Increase to  
Schedule)  
2021-22

(\$1.50 Over 2021-22)  
2022-23

(3% over 2022-23)  
2023-24

#### Office Secretary

Years Hourly Rate

1	\$12.03
2	\$12.48
3	\$12.87
4	\$13.16
5	\$13.90
6	\$14.14
7	\$14.38
8	\$14.62
9	\$14.77
10	\$15.12
11	\$15.36
12	\$15.60
13	\$15.85
14	\$16.09
15	\$16.53
16-19	\$16.58
20+	\$16.63

Longevity Service to  
the District

Year 10=\$0.25 Extra per  
hour

Year 15= \$0.25 In  
addition

Year 20= \$0.25 In  
addition

#### Office Secretary

Years Hourly Rate

1	\$13.53
2	\$13.98
3	\$14.37
4	\$14.66
5	\$15.40
6	\$15.64
7	\$15.88
8	\$16.12
9	\$16.27
10	\$16.62
11	\$16.86
12	\$17.10
13	\$17.35
14	\$17.59
15	\$18.03
16-19	\$18.08
20+	\$18.13

Longevity Service to  
the District

Year 10=\$0.25 Extra per  
hour

Year 15= \$0.25 In  
addition

Year 20= \$0.25 In  
addition

#### Office Secretary

Years Hourly Rate

1	\$13.94
2	\$14.40
3	\$14.80
4	\$15.10
5	\$15.86
6	\$16.11
7	\$16.36
8	\$16.60
9	\$16.76
10	\$17.12
11	\$17.37
12	\$17.61
13	\$17.87
14	\$18.12
15	\$18.57
16-19	\$18.62
20+	\$18.67

Longevity Service to  
the District

Year 10=\$0.25 Extra per  
hour

Year 15= \$0.25 In  
addition

Year 20= \$0.25 In  
addition



(\$ .50 Added to  
schedule)  
2021-22

(1% over 2021-2022)  
2022-23

(1.1% over 2022-2023)  
2023-24

**Guidance Secretary**

Years	Hourly Rate
1	\$13.65
2	\$14.11
3	\$14.49
4	\$14.79
5	\$15.52
6	\$15.77
7	\$16.01
8	\$16.24
9	\$16.40
10	\$16.74
11	\$16.98
12	\$17.23
13	\$17.48
14	\$17.72
15	\$18.16
16-19	\$18.20
20+	\$18.26

**Guidance Secretary**

Years	Hourly Rate
1	\$13.79
2	\$14.25
3	\$14.63
4	\$14.94
5	\$15.68
6	\$15.93
7	\$16.17
8	\$16.40
9	\$16.56
10	\$16.91
11	\$17.15
12	\$17.40
13	\$17.65
14	\$17.90
15	\$18.34
16-19	\$18.38
20+	\$18.44

**Guidance Secretary**

Years	Hourly Rate
1	\$13.94
2	\$14.41
3	\$14.80
4	\$15.10
5	\$15.85
6	\$16.10
7	\$16.35
8	\$16.58
9	\$16.75
10	\$17.09
11	\$17.34
12	\$17.59
13	\$17.85
14	\$18.09
15	\$18.54
16-19	\$18.58
20+	\$18.65

Longevity Service to  
the District  
Year 10= \$0.25 Extra  
per hour  
Year 15=\$0.25 In  
addition  
Year 20=\$0.25 In  
addition

Longevity Service to  
the District  
Year 10= \$0.25 Extra  
per hour  
Year 15=\$0.25 In  
addition  
Year 20=\$0.25 In  
addition

Longevity Service to  
the District  
Year 10= \$0.25 Extra  
per hour  
Year 15=\$0.25 In  
addition  
Year 20=\$0.25 In  
addition

## EDUCATIONAL ASSISTANT

2021-22 Educational Assistant (\$1.20 Increase Over 20-21)	2022-23 Educational Assistant (\$1.20 Increase over 21-22)	2023-24 Educational Assistant (2% Increase over 22-23)
<u>Years Hourly Rate</u>	<u>Years Hourly Rate</u>	<u>Years Hourly Rate</u>
1 \$11.13	1 \$12.33	1 \$12.58
2 \$11.59	2 \$12.79	2 \$13.05
3 \$12.18	3 \$13.38	3 \$13.65
4 \$12.57	4 \$13.77	4 \$14.05
5 \$13.15	5 \$14.35	5 \$14.64
6 \$13.39	6 \$14.59	6 \$14.88
7 \$13.54	7 \$14.74	7 \$15.03
8 \$13.89	8 \$15.09	8 \$15.39
9 \$14.04	9 \$15.24	9 \$15.54
10 \$14.37	10 \$15.57	10 \$15.88
11 \$14.52	11 \$15.72	11 \$16.03
12 \$14.62	12 \$15.82	12 \$16.14
13 \$14.87	13 \$16.07	13 \$16.39
14 \$15.16	14 \$16.36	14 \$16.69
15 \$15.31	15 \$16.51	15 \$16.84
16-19 \$15.35	16-19 \$16.55	16-19 \$16.88
20+ \$15.45	20+ \$16.65	20+ \$16.98

Longevity Service to the District	Longevity Service to the District	Longevity Service to the District
Year 10 =\$0.25 Extra per hour	Year 10 =\$0.25 Extra per hour	Year 10=\$0.25 Extra per hour
Year 15 =\$0.25 In addition	Year 15=\$0.25 In addition	Year 15=\$0.25 In addition
Year 20 =\$0.25 In addition	Year 20=\$0.25 In addition	Year 20=\$0.25 In addition

An Educational Assistant who has met the qualifications of Section 1119 of Title I, Part A of the “No Child Left Behind Act of 2001” or has successfully completed one of the qualifications of this Act, that is recognized by Federal Department of Education and the State of Michigan Department of Education as a qualifying assessment standard of Section 1119 of Title I, Part A, will be paid an hourly premium of \$.25 (twenty-five cents) per hour, in addition to their normal EA rate, for all hours worked in a position

that requires the qualifications listed in Section 1119 of Title I, Part A. Educational Assistants who may sub in a position that requires the qualifications listed in Section 1119 of Title I, Part A, who are qualified under Section 1119 of Title I, Part A, will also receive an additional \$.25 (twenty-five cents) per hour to their normal EA rate for the hours they work in a position that requires the qualifications listed in Section 1119 of Title I, Part A.

Educational Assistants will receive their hourly rate of pay for work performed by Educational Assistants during their break periods or lunch period. The administrator, prior to the work being performed, must approve this.

## ARTICLE 21 DURATION OF AGREEMENT

- A. Both parties have ratified and agree to execute this agreement as of the date of the last ratification vote, August 9, 2021. This agreement shall continue in effect until the **30<sup>th</sup> day of June, 2024**. Negotiations between the parties shall begin at least 30 days prior to the contract expiration date. If Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period by mutual written agreement of the parties.
- B. Copies of this Agreement shall be printed at the expense of the District within sixty (60) school days after the Agreement is ratified and presented to all bargaining unit members. In addition, the District shall provide the Association ten (10) copies without charge.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives.

<u>Board of Education</u>	<u>Support Personnel Association</u>
<u>Don Barmese</u> vice-President	<u>Julie M Christensen</u>
<u>Lisa A. Carullo</u> Secretary	<u>Bobby Geller</u>
<u>August 9, 2021</u> DATE	<u>August 9, 2021</u>

Additional items agreed to in this Tentative Agreement that are indicated in the final contract:

1. The Letter of Agreement regarding the UP APA will remain in effect throughout the agreed upon timeframe listed in the UP APA LOA. Both parties agree to negotiate over the continued participation in the UPAPA and shall memorialize the decision in writing.