

**MASTER AGREEMENT**

**BETWEEN THE**

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

**AND THE**

**IRON MOUNTAIN EDUCATION SUPPORT  
PERSONNEL ASSOCIATION**

**November 20, 2018 – June 30, 2019**

# TABLE OF CONTENTS

ARTICLE 1.....	5
RECOGNITION.....	5
ARTICLE 2.....	5
ASSOCIATION RIGHTS.....	5
ARTICLE 3.....	6
RIGHTS OF THE BOARD.....	6
ARTICLE 4.....	7
PAYROLL/ASSOCIATION DUES & PAYROLL DEDUCTION.....	7
ARTICLE 5.....	7
REDUCTION IN PERSONNEL, LAYOFF, AND RECALL.....	7
ARTICLE 6.....	9
SENIORITY.....	9
ARTICLE 7.....	10
VACANCIES, TRANSFERS, AND PROMOTIONS.....	10
ARTICLE 8.....	11
UNPAID LEAVES.....	11
A. <i>General Conditions:</i> .....	11
B. <i>Unpaid leaves of absence may be taken for the following:</i> .....	12
1. <u>Military</u> .....	12
2. <u>Parental Child-Care</u> .....	12
3. <u>Illness/Extended Illness</u> .....	12
4. <u>Family Medical Leave</u> .....	12
ARTICLE 9.....	13
PAID LEAVES.....	13
A. <i>VACATIONS</i> .....	13
B. <i>SICK LEAVE</i> .....	15
C. <i>BEREAVEMENT LEAVE</i> .....	15
D. <i>FAMILY MEDICAL LEAVE</i> .....	16
E. <i>PERSONAL DAY</i> .....	16
F. <i>JURY DUTY</i> .....	17
ARTICLE 10.....	17
GRIEVANCE PROCEDURE.....	17
ARTICLE 11.....	19
BARGAINING UNIT WORK.....	19
ARTICLE 12.....	19
DISCIPLINE.....	19
ARTICLE 13.....	20
MAINTENANCE OF STANDARDS.....	20

November 20, 2018-June 30, 2019

**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 member of the bargaining unit 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**

The Association and its representatives shall have the right to use Employer buildings at all reasonable hours for meetings.

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.

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.

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

**ARTICLE 4**  
**PAYROLL/ASSOCIATION DUES & 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 employed, within the affected classification, by the Board while there are laid off employees who are qualified for a vacant or newly created position.

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. A bargaining unit member 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. For the purpose of defining years of service qualifying for retirement, retirement benefits and longevity. 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 shall be limited to pursue grievances to Level IV of Article 10 (Grievance Procedure).
- C. All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire

Board will also post the vacancy on the door or window of the administrative office. 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 vacancy shall then be posted for two additional days to allow applicants from other classifications to apply for consideration.
- D. The employer shall make known its decision as to which applicant has been selected to fill a posted position. The Board will notify, in writing, the president of the local union and post 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

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. Once the District establishes that another employer without prior approval employs an employee on a leave of absence, the leave of absence will be immediately revoked and the employee will be terminated. The employee will have forfeited all recall rights to his/her position and employment in the District and 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

All 12-month employees shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each employee. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day (future building secretaries hired after June 30, 1993 in any of the Central, East, High School, and North buildings will receive holiday leave as all other non-12 month employees).

Labor Day  
Thanksgiving Day and day after  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Good Friday  
Memorial Day

Employees working summers shall have the days provided above plus July 4.

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. The Board shall have the right, under these conditions, to have the illness verified by a doctor. Employees called to work on any of the above holidays, shall receive a two (2) hour call-in guarantee.

Nine-month employees shall have the following days off with pay:

Thanksgiving Day  
Christmas Day  
New Year's Day

#### A. VACATIONS

All 12-month employees who are in the employment of the employer for the full fiscal year shall

## B. SICK LEAVE

Sick leave days will be earned at the rate of one (1) day for each full month of employment for all 12-month regular employees and 9-month regular employees. All 12-month part-time regular employees will earn sick leave days pro-rated by actual work hours versus 2080 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.

Regular full time employees' sick leave days will be earned at the rate of one (1) day for each full month of employment and may be accumulated unlimited. 12-month regular part-time employees sick leave days will be earned on a pro-rated basis of the number of hours worked per year versus 2080 hours.

1. All sick leave requested will be submitted in writing and in advance when not an emergency. Leave requests will be submitted to the building principal. In cases of emergency, leave requests may be made by phone call to the building principal, provided that all necessary information that would be provided on written requests is provided at the time of the call. Upon return to work a written request providing the information of the phone call request must be submitted.

Sick leave may be used for employee illness, for care of an ill spouse or child.

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, and chicken pox will not be deducted from sick leave.
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.

## C. BEREAVEMENT LEAVE

In the event of the death of an immediate family members, (immediate family shall include spouse,



At any time, any administrator may request written verification to substantiate the purpose of the personal day with cause.

Unused days shall be converted to the employee's sick leave bank.

All 9-month regular part-time employees will receive two (2) personal day per year equal in time to their regular work shift.

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.

#### F. 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

- 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 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.

- C. Probationary employees may not pursue a grievance of Article 12/Section (A) past Level (4) of Article (10) Grievance Procedure.

**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

<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
100-300	30	25	25
(Cap at 300)			

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 #333418.

**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**

<b>Office Secretary</b> (Shows a \$0.25 Increase over 2017-18 School year)				<b>Guidance Secretary</b> (New Schedule - \$2.50 over Office Secretary)			
Years	Hourly Rate	Longevity	Total	Years	Hourly Rate	Longevity	Total
0-1	\$ 10.02		\$ 10.02	0-1	\$ 12.52		\$ 12.52
2	\$ 10.45		\$ 10.45	2	\$ 12.95		\$ 12.95
3	\$ 10.82		\$ 10.82	3	\$ 13.32		\$ 13.32
4	\$ 11.10		\$ 11.10	4	\$ 13.60		\$ 13.60
5	\$ 11.80	\$ 0.05	\$ 11.85	5	\$ 14.30	\$ 0.05	\$ 14.35
6	\$ 12.03	\$ 0.05	\$ 12.08	6	\$ 14.53	\$ 0.05	\$ 14.58
7	\$ 12.26	\$ 0.05	\$ 12.31	7	\$ 14.76	\$ 0.05	\$ 14.81
8	\$ 12.49	\$ 0.05	\$ 12.54	8	\$ 14.99	\$ 0.05	\$ 15.04
9	\$ 12.63	\$ 0.05	\$ 12.68	9	\$ 15.13	\$ 0.05	\$ 15.18
10	\$ 12.96	\$ 0.05	\$ 13.01	10	\$ 15.46	\$ 0.05	\$ 15.51
11	\$ 13.19	\$ 0.05	\$ 13.24	11	\$ 15.69	\$ 0.05	\$ 15.74
12	\$ 13.42	\$ 0.05	\$ 13.47	12	\$ 15.92	\$ 0.05	\$ 15.97
13	\$ 13.66	\$ 0.05	\$ 13.71	13	\$ 16.16	\$ 0.05	\$ 16.21
14	\$ 13.89	\$ 0.05	\$ 13.94	14	\$ 16.39	\$ 0.05	\$ 16.44
15	\$ 14.31	\$ 0.05	\$ 14.36	15	\$ 16.81	\$ 0.05	\$ 16.86
16-19	\$ 14.35	\$ 0.05	\$ 14.40	16-19	\$ 16.85	\$ 0.05	\$ 16.90
20+	\$ 14.40	\$ 0.10	\$ 14.50	20+	\$ 16.90	\$ 0.10	\$ 17.00

Note: The Secretary and Guidance Secretary Schedules have any increases to the State of Michigan minimum wage applied to each step.

**Performance Bonus (11/20/2018-6/30/2019)**

A one-time performance bonus stipend provided off schedule will be paid out on the first pay period following ratification of the collective bargaining agreement. Amounts are based on the following classifications:

Performance Bonus Stipend for IMPS Union Support Personnel 2018-2019				
EA's		SECRETARY		GUIDANCE SECRETARY
Amount	Years of Service	Amount	Years of Service	Amount
\$50	0-1	\$500	0-4	\$1,500
\$300	2-4	\$700	5-20+	
\$350	5-20+			

**Possible Reimbursement from State of Michigan**

Upon any reimbursement from the State of Michigan regarding FTE penalties from 2015 to present, the IMESP will be reimbursed at an amount equal to the IMEA in a one-time, off-schedule payment, to be paid within one month of the district receiving the reinstatement of funds. The total is not to exceed 18.8% for the bargaining unit.

**ARTICLE 21**  
**DURATION OF AGREEMENT**

- B. This Agreement shall be effective as of **November 20, 2018**, and shall continue in effect until the **30<sup>th</sup> day of June, 2019**. 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>Rob Langford</u>	President	<u>Bonnie J. ...</u>
<u>Lisa A. Carello</u>	Secretary	_____
<u>5/3/19</u>	DATE	<u>4/30/19</u>

