

7-1-75

Master Copy

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

M A S T E R      A G R E E M E N T

Between

THE IONIA PUBLIC SCHOOLS

and

LOCAL #1910, MICHIGAN COUNCIL #55

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES (AFL-CIO)

1974 - 1975

Ionia Public Schools  
433 Union Street  
Ionia, Michigan 48846

Ionia Public Schools

TABLE OF CONTENTS

	Page
AGREEMENT.....	1
PURPOSE AND INTENT.....	1
ARTICLE	
I        DEFINITIONS.....	1
II      RECOGNITION.....	1
Employees Covered.....	1
III     POSITIONS DEFINED.....	2
IV     AUTHORITY OF BOARD.....	3
V     EMPLOYEE STRIKES PROHIBITED.....	3
VI     AID TO OTHER UNIONS.....	4
VII    UNION SECURITY - AGENCY SHOP.....	4
VIII   DUES CHECK OFF.....	4
IX     REPRESENTATION FEE CHECK OFF.....	5
X     REMITTANCE OF DUES AND FEES.....	5
XI    UNION REPRESENTATION.....	6
XII   SPECIAL CONFERENCES.....	6
XIII   GRIEVANCE PROCEDURE.....	7
GRIEVANCE REPORT.....	9
XIV   PAYMENT OF BACK PAY CLAIMS.....	10
XV   COMPUTATION OF BACK WAGES.....	10
XVI   DISCHARGE AND SUSPENSION.....	10
XVII   SENIORITY.....	11
Probationary Employees.....	11
XVIII   SENIORITY LISTS.....	12
XIX   LOSS OF SENIORITY.....	12
XX   SHIFT AND JOB PREFERENCE.....	12

## TABLE OF CONTENTS

	Page
ARTICLE	
XXI SENIORITY OF OFFICERS AND STEWARDS.....	13
XXII LAYOFF DEFINED.....	13
XXIII RECALL PROCEDURE.....	13 a
XXIV TRANSFERS.....	14
XXV JOB POSTINGS AND BIDDING PROCEDURES.....	14
XXVI VETERANS.....	15
Reinstatement Of.....	15
XXVII EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.....	15
XXVIII LEAVES OF ABSENCE.....	15
XXIX UNION BULLETIN BOARDS.....	16
XXX RATES FOR NEW JOBS.....	16
XXXI TEMPORARY ASSIGNMENTS.....	16
XXXII JURY DUTY.....	16
XXXIII SAFETY COMMITTEE.....	17
XXXIV EQUALIZATION OF OVERTIME HOURS.....	17
XXXV WORKMEN'S COMPENSATION.....	17
On-the-job Injury.....	17
XXXVI WORKING HOURS AND RELATED MATTERS.....	17
XXXVII SICK LEAVE.....	19
XXXVIII FUNERAL AND BEREAVEMENT LEAVE.....	19
XXXIX TIME AND ONE-HALF AND DOUBLE TIME.....	20
XL HOLIDAYS.....	20
XLI VACATION ELIGIBILITY.....	21
XLII VACATION PERIOD.....	21

TABLE OF CONTENTS

		Page
<b>ARTICLE</b>		
XLIII VACATION PAY AND PAY ADVANCE.....	22	
XLIV HOSPITALIZATION MEDICAL COVERAGE.....	22	
XLV COMPUTATION OF BENEFITS.....	22	
XLVI CONTRACTING AND SUB-CONTRACTING OF WORK.....	22	
XLVII CONSOLIDATION OR ELIMINATION OF JOBS.....	23	
XLVIII WORK PERFORMED BY SUPERVISORS.....	23	
XLIX DISTRIBUTION OF AGREEMENT.....	23	
L EMPLOYEE USE OF SUPPLIES, TOOLS AND EQUIPMENT.....	23	
LI TUBERCULIN TESTING.....	23	
LII RETIREMENT.....	24	
LIII SUPERSEDURE CLAUSE.....	25	
LIV APPENDICES.....	25	
LV TERMINATION AND AMENDMENT.....	25	
LVI EFFECTIVE DATE.....	26	
APPENDIX A: PENSIONS.....	27	
APPENDIX B: LONGEVITY.....	27	
APPENDIX C: CLASSIFICATION AND RATES.....	28	
APPENDIX D: SENIORITY LIST.....	29	
 ADDENDUM:		
LETTER OF UNDERSTANDING		
AUTHORIZATION FORM		
CUSTODIAL/MAINTENANCE BENEFICIARY FORM FOR UNUSED SICK LEAVE		

## A G R E E M E N T

This Agreement entered into on this first day of July, 1974, between the Board of Education of the Ionia Public Schools (hereinafter referred to as the "EMPLOYER") and Ionia Public School Employees Chapter of Local #1910, affiliated with Council #55, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

### PURPOSE AND INTENT:

The general purpose of this Agreement is to set forth terms in respect to rates of pay, wages, hours of employment and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### ARTICLE I

#### DEFINITIONS

- (a) BOARD shall mean Board of Education of the Ionia Public Schools.
- (b) UNION shall mean Ionia Public Schools Custodial/Maintenance Employees, Local #1910 of Michigan Council #55, AFSCME, AFL-CIO.
- (c) EMPLOYEE shall mean any member of the bargaining unit as hereinafter defined.
- (d) CHIEF OF CUSTODIANS shall mean the office established by the Board of Education with direct supervision over custodial-maintenance employees.

### ARTICLE II

#### RECOGNITION

##### Employees Covered

- (a) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all full-time and part-time custodial-maintenance

employees of the Ionia Public Schools, excluding substitute and seasonal employees and executive and supervisory positions now in existence or hereafter established.

### ARTICLE III

#### POSITIONS DEFINED

The parties mutually recognize that the unique nature of the operation of a public school district necessitates that certain positions be established for less than a full twelve-month period each year, and, further, that during the student vacation periods and the summer months when school is not in session a limited part of the total work force may consist of seasonal employees; and it is further provided that under some circumstances it will be necessary to employ substitutes on an hourly or day-to-day basis. To distinguish these various positions the following definitions are agreed upon:

- (a) Full-time Employees. Any regular employee whose position has an annual work period of twelve months on a regular work week and works eight hours per day is a full-time employee.
- (b) Probationary Employees. Any employee who is regularly employed (forty (40) hours per week), and serving a probationary period as set forth in this Agreement.
- (c) Part-time Employees. Any employee whose position has an annual work week of less than forty (40) hours, or a work year of less than twelve months, and is paid on an hourly basis is a part-time employee and is not entitled to any of the fringe benefits set forth in this Agreement, except Workmen's Compensation Insurance.
- (d) Irregular On-Call Employees. It is hereby understood and agreed between the parties that:
  1. The Employer shall have the right to secure the services of up to a total of four (4) temporary, irregular, on-call employees, to replace regular employees who are absent as a result of vacations, extended leaves of absence or sickness.
  2. It is understood that the provisions in this Agreement, entered into between the parties, do not apply to these temporary employees. It is further agreed that these employees will be paid the starting rate and will not be used to prevent the payment of overtime to regular employees, nor shall they be used during the time of layoff or while members of the bargaining unit are working reduced hours.
- (e) Seasonal Help. Seasonal, casual or temporary employees may be employed to a total of six (6) and their employment will be confined to the period of April 15th to November 15th. It is understood and agreed that the provisions in this Agreement, entered into between the parties, do not apply to these temporary employees. It is further agreed that these employees will not be used to prevent the payment of overtime to regular employees, nor shall they be used during the time of layoff or while members of the bargaining unit are working reduced hours.

## ARTICLE IV

## AUTHORITY OF BOARD

The BOARD, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, subject to the collective bargaining rights of its employees with respect to wages, hours and other terms and conditions of employment as expressed in Act 379 of the Michigan Public Acts of 1965, and to the limitations described in the specific and express terms of this collective bargaining Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while they are on duty;
- (b) To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their discipline, demotion or discharge, and to promote and transfer all such employees;
- (c) To make such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of the district's properties and facilities, and after advance notice hereof to the UNION and the employees, to require compliance therewith;
- (d) To determine the number and location of specific work assignments, the equipment and procedures to be used, the level of cleanliness or repair to be maintained, the schedule of duties for each work assignment, and to determine the starting and quitting time and the number of hours to be worked on each shift.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the BOARD, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then to the extent and only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

## ARTICLE V

## EMPLOYEE STRIKES PROHIBITED

The parties mutually recognize that strikes by employees are contrary to law and public policy. They further agree that differences shall be resolved by peaceful and appropriate collective bargaining processes without interruption of the school program. Therefore, the Union agrees that no employee shall strike as defined by Act 379 of the Michigan Public Acts of 1965, as amended, during the term of this Agreement. Any employee who is claimed by the Board to have violated this provision shall be accorded all of the procedural rights under Section 6 of said Act in connection with any discipline or discharge which the Board may desire to impose.

## ARTICLE VI

### AID TO OTHER UNIONS

The Board shall not enter into any collective bargaining Agreement with any employee covered by this Agreement or with any other collective bargaining organization on behalf of employees during the term of this Agreement.

## ARTICLE VII

### UNION SECURITY - AGENCY SHOP

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
- (b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- (c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30) day following the beginning of their employment in the Unit.
- (d) Save-Harmless Clause: The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability including the fees of legal counsel retained by the Employer to defend any claim arising out of or with regard to ARTICLES VII, VIII, IX, and X of the collective bargaining Agreement entitled Union Security - Agency Shop, Dues Check Off, Representation Fee Check Off, and Remittance Of Dues And Fees, respectively. This clause is not limited in any manner by any other provision of the collective bargaining Agreement.

## ARTICLE VIII

### DUES CHECK OFF

- (a) The Employer agrees to deduct from the wages of any employee who is a member of the Union all union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (See Paragraph D) provided, that the said form shall be executed by the Employee. The written authorization for union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

- (b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the local union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and/or initiation fees.
- (c) The Employer agrees to provide this service without charge to the Union.
- (d) See attached form.

#### ARTICLE IX

##### REPRESENTATION FEE CHECK OFF

- (a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union, the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Paragraph C), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.
- (b) The Employer agrees to provide this service without charge to the Union.
- (c) See attached form.

#### ARTICLE X

##### REMITTANCE OF DUES AND FEES

- (a) When deductions begin - Check-off deductions under all properly-executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.
- (b) Remittance of dues to financial officer - Deductions for any calendar months shall be remitted to the designated officer of the Union with an alphabetical list of names and addresses of all employees from whom deductions have been made, not later than seven (7) calendar days after such deductions are made.
- (c) The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

- (d) The Board shall not be liable to the Union or any employee for the remittance or payment of any sum other than that constituting the actual deductions made from wages earned by employees in accordance with the authorization on file with the Board.

## ARTICLE XI

### UNION REPRESENTATION

- (a) Stewards, Alternate Stewards and Unit Chairmen.

The employees covered by this Agreement will be represented by two (2) stewards. The Union shall have the exclusive right to assign said stewards and shall assign:

One (1) steward to the first shift (days)  
One (1) steward to the second shift (evenings)

- (1) The Employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward.
- (2) The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours.
- (3) The Unit Chairman shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure.
- (4) However, it being understood that the above provisions for lost time shall not be abused.

- (b) Union Bargaining Committee.

Employees covered by this Agreement will be represented in negotiations by three (3) negotiating committee members.

## ARTICLE XII

### SPECIAL CONFERENCES

- (a) Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and a designated representative or representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at mutually-agreed-upon times. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

- (b) The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within fifteen (15) working days of the employee's knowledge of its occurrence.

Any employee having a grievance shall present it to the Employer as follows:

STEP ONE: If an employee feels he has a grievance, he shall discuss the grievance with the Chief of Custodians, his immediate supervisor.

STEP TWO: If the matter is not disposed of by informal conference, within ten (10) working days after STEP ONE, it will be submitted in writing on forms furnished by the School District (Page 9) to the Chief of Custodians. A written grievance shall contain the following:

- (a) It shall be signed by the grievant or grievants and the Chapter Chairman;
- (b) It shall be specific;
- (c) It shall contain a synopsis of the facts giving rise to the alleged violation;
- (d) It shall cite the section or sub-sections of this contract alleged to have been violated;
- (e) It shall contain the date of the alleged violations;
- (f) It shall specify the relief requested.

Written grievances shall be submitted on the grievance report form (as attached) and shall be as complete as possible.

- (a) Upon receipt of the grievance, the supervisor shall sign and date the copy of the grievance.
- (b) The Chief of Custodians shall give his answer to the employee (grievant) within ten (10) working days of receipt of the grievance.

STEP THREE: If the answer is not satisfactory to the Union, it shall be presented in writing, by the Chapter Chairman, to the Superintendent within ten (10) working days after the Chief of Custodians' response is due, or received. The Superintendent shall sign and date the copy. The Superintendent shall respond to the employee in writing within ten (10) working days of receipt of the grievance.

STEP FOUR: If the grievance remains unsettled it may be presented by the Chapter Chairman, in writing, to the Secretary of the Board of Education within seven (7) working days after the response of STEP THREE is due, or received. The Board of Education shall review the grievance and respond in writing to the Chapter Chairman within twenty (20) working days.

STEP FIVE:

- (a) If the answer at STEP FOUR is not satisfactory, and the Union wishes to carry it further, the Chapter Chairman shall refer the matter to Council #55.
- (b) In the event Council #55 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at STEP FOUR meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remain unsettled, and the Council wishes to carry the matter(s) further, Council #55 shall file a Demand for Arbitration in accordance with the American Arbitration Association's Rules and Procedures.
- (c) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.
- (d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union, except in cases involving similar issues where a previous award was in the Union's favor, the Employer shall pay the full cost of arbitration.
- (e) A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.
- (f) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.
- (g) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
- (h) The time limits herein provided may be waived or extended by mutual agreement in writing.

GRIEVANCE REPORT

IONIA PUBLIC SCHOOLS

EMPLOYEE \_\_\_\_\_ BUILDING \_\_\_\_\_

CLASSIFICATION \_\_\_\_\_ SENIORITY DATE \_\_\_\_\_

1. NATURE OF GRIEVANCE:
  
  
  
  
  
  
2. DATE AND TIME OF OCCURRENCE:
3. PLACE OF OCCURRENCE:
4. WHO ELSE WAS INVOLVED:
5. WHAT SECTION OR SUB-SECTION OF THE CONTRACT IS ALLEGED TO HAVE BEEN VIOLATED:
  
  
  
  
  
  
6. WHAT ARE THE FACTS CONCERNING THE OCCURRENCE (Be Specific):
7. WHAT SHOULD BE DONE ABOUT THE OCCURRENCE:

I certify that the above is an accurate statement, to the best of my knowledge,  
of the grievance and the relief which I seek.

SIGNATURE OF EMPLOYEE

DATE SIGNED

SIGNATURE OF CHAPTER CHAIRMAN

DATE SIGNED

ATTACH ALL ANSWERS AND APPEALS TO THIS FORM

## ARTICLE XIV

### PAYMENT OF BACK PAY CLAIMS

If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

## ARTICLE XV

### COMPUTATION OF BACK WAGES

No payment for back wages shall exceed the amount of wages the employee would otherwise have earned, less the amount he was actually paid.

## ARTICLE XVI

### DISCHARGE AND SUSPENSION

- (a) Employee Responsibility - Each employee shall diligently and to the best of his ability perform his required work responsibility and assignments and comply with the provisions of this contract and the rules and regulations and policies of the Board relative to the maintenance, management and carrying on of the schools of the district and lawful orders of his immediate supervisor.

\*It being understood that employees covered by this Agreement shall not be responsible for the supervision of students.

1. Only the Chief of Custodians may authorize or require overtime, provided that the Superintendent of Schools may in cases of emergency direct that such overtime be performed. It is further understood that in situations of emergency, when the safety of children and/or school plant or equipment are jeopardized, authorization may be secured after the overtime is performed.
2. All work schedules shall be posted and the Union shall be given a copy of such schedules which shall be kept up-to-date. Whenever a change, in a work schedule is made, it shall be a reasonable change; and if an employee disputes the reasncability of such change, he may file a grievance and proceedthrough the Greivance Procedure. However, it is understood tlat the employee shall complete the required assignment while the grievance is being resolved.

- (b) Notice of Discharge or Suspension - The Employer agrees, promptly upon the discharge or suspension of an employee, to notify the employee and the Union in writing of the discharge or suspension. Said written notice shall contain specific reasons for the discharge or suspension.
- (c) Appeal of Discharge or Suspension - Should the discharge or suspended employee and the Union consider the discharge or suspension to be improper, it shall be submitted to STEP THREE of the Grievance Procedure.

- (d) Use of Past Record - In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than one year previously.
- (e) Just Causes for Discipline or Discharge - The Employer agrees to discipline or discharge only for just cause, (just cause shall include but not be limited to the following):
1. Any employee who reports to work with evidence of having been drinking or shows evidence of drinking on the job.
  2. Any case where an employee is involved in a felony charge or moral turpitude, subject to review of circumstances.
  3. In case of willful abuse of district policies, such as loafing, tardiness or poor attendance records.
  4. Any employee who uses profanity or obscene speech in the school or on the school grounds.
  5. Any employee who uses verbal abuse, physical violence or threats of physical violence against any member of the instructional staff, supervisory staff, student body or fellow employee unless it is in self defense.
  6. Falsification of personnel records, including application for employment.
  7. Possessing concealed, unauthorized weapons or explosives on Board of Education property or in their buildings.

## ARTICLE XVII

### SENIORITY

#### Probationary Employees

- (a) New employees hired in the unit for Custodian-Maintenance positions shall be considered as probationary employees for the first sixty (60) calendar days of their employment. When an employee satisfactorily finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the day sixty (60) calendar days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.
- (b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, except discharged and disciplined employees for other than union activity.
- (c) The Employer shall, upon employment, furnish the new employee with a copy of the Agreement, and any other pertinent information. The Union shall be furnished with the name, address, telephone number and job assignment of the new employee.

## ARTICLE XVIII

### SENIORITY LISTS

- (a) Seniority shall not be affected by the age, race, sex, color, creed, national origin, marital status, or dependents of the employees.
- (b) Seniority shall be on an employer-wide basis, in accordance with the employee's last date of hire.
- (c) There shall be no seniority among irregular on-call employees, or seasonal help. Service rendered as an irregular on-call employee or seasonal help shall not be considered for any seniority purposes provided for under this Agreement.
- (d) The Seniority List on the effective commencement date of this Agreement shall show the date of hire, names and job titles of all employees of the unit entitled to seniority. (See Appendix D.)
- (e) The Employer shall keep the Seniority List up to date at all times and shall provide the Chapter Chairman with up-to-date copies upon request.

## ARTICLE XIX

### LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

- (a) He voluntarily quits.
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) He is absent for three (3) consecutive working days without just cause in the opinion of the Employer. In proper cases, exceptions may be made. Upon expiration of such period, the Employer will send written notification to the employee, mailed to his last-known address that he has lost his seniority, and that his employment has been terminated.
- (d) If he does not return to work when recalled from layoff as set forth in the recall procedure of this Agreement.
- (e) If he does not return to work after having been on sick leave, vacation or leave of absence, in which event such failure shall be subject to and handled in the same manner as specified in sub-paragraph (c) above.

## ARTICLE XX

### SHIFT AND JOB PREFERENCE

- (a) Full-time employees covered by this Agreement shall be allowed once each calendar year, on July 1st, to exercise shift and job preference within their classifications on the basis of seniority and qualifications for the position. The job shall

be awarded or denied within seven (7) working days. In the event the senior applicant is denied the position, reasons for denial shall be given, in writing, to the employee and a copy to the Chapter Chairman. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.

- (b) During the four-week trial period the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and the Chapter Chairman in writing. In the event the employee disagrees, it shall be a proper subject for the Grievance Procedure.
- (c) During the trial period employees will receive the rate of the job they are performing.
- (d) Employees required to work in a higher classification shall be paid the rate of the higher classification.
- (e) In the event of a vacant or open position, full-time employees shall be notified and shall be allowed to bid and move on the basis of seniority and qualifications.

## ARTICLE XXI

### SENIORITY OF OFFICERS AND STEWARDS

For the purpose of lay-off only, provided they have the qualifications and ability to perform the work, the Chapter Chairman, the Chapter Secretary, the Chief Steward and all other stewards, in that order, shall head the Seniority List of the unit, during their term of office.

## ARTICLE XXII

### LAYOFF DEFINED

- (a) The word, "layoff" means a reduction in the work force due to lack of need for service.
- (b) In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union Representatives at least ten (10) work days prior to the effective date of layoff. At such meeting the Employer shall submit a list of employees scheduled for layoff, their names, seniority, job titles and work locations. If the results of such meeting are not conclusive, the matter shall become a proper subject for the Grievance Procedure. However, the lay-off shall not be delayed by the appeal to grievance.
- (c) When a layoff takes place, employees not entered on the Seniority List shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority; i.e., the least senior employee on the Seniority List being laid off first. Subject, however, to the exceptions set forth in ARTICLE XXI.
- (d) Employees to be laid off will receive at least five (5) work days advance notice of the layoff.

## ARTICLE XXIII

### RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employees on layoff being recalled first. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall he shall be considered a quit. In proper cases exceptions may be made.

## ARTICLE XXIV

### TRANSFERS

- (a) Transfer of Employees - If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall not have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.
- (b) If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classifications. Location exchange will be allowed in such cases.
- (c) The Employer agrees that in any movement of work currently being performed by employees covered by this Agreement to notify the Union in writing of the change and the names of the employees involved. If the Union disagrees with the change, they shall notify the Employer within five (5) working days. Thereafter, the matter shall become a proper subject for negotiations.

## ARTICLE XXV

### JOB POSTINGS AND BIDDING PROCEDURES

- (a) All vacancies and/or newly-created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs, or the new position is created. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications, as determined by the Board of Education. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on Custodial bulletin boards in each building. Employees interested shall apply in writing to the Chief of Custodians, setting forth his qualifications for the position, within the seven (7) working days' posting period. The senior employee applying for the position who meets the minimum qualifications as determined by the Board, shall be granted a four-week trial period to determine:
  1. His desire to remain on the job.
  2. His ability to perform the job.
- (b) The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and the Chapter Chairman. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure. The Employer shall furnish the Chapter Chairman with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period the employer shall furnish the Chapter Chairman with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Chapter Chairman as to who was awarded the job.

- (c) During the four-week trial period the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and the Chapter Chairman in writing. In the event the employee disagrees, it shall be a proper subject for the Grievance Procedure.
- (d) During the trial period employees will receive the rate of the job they are performing.
- (e) Employees required to work in a higher classification shall be paid the rate of the higher classification.

## ARTICLE XXVI

### VETERANS

#### Reinstatement Of

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

## ARTICLE XXVII

### EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

- (a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leave of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.
- (b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. This provision shall be limited to a maximum of two (2) weeks per year.

## ARTICLE XXVIII

### LEAVES OF ABSENCE

- (a) Unpaid leaves of absence for periods not to exceed one (1) year will be granted upon request, in writing, without loss of seniority, for:

1. Service in any elected or appointed Union position.
2. Maternity leave.
3. Illness leave (physical or mental).
4. Prolonged illness in immediate family.
5. Educational leave.

Such leave may be extended for like cause, at the discretion of the Board of Education, if requested in writing, for one (1) year periods of time.

- (b) Employees shall accrue seniority while on a leave of absence (except for Educational Leave) granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.
- (c) One (1) member of the Union selected to attend a function of the Union, such as conferences, training sessions, and conventions, shall be allowed time off without loss of time or pay to attend. For purposes of this provision, bargaining sessions shall not be construed as Union functions.
- (d) It is understood that when an employee takes a permissive leave of absence he shall not receive any wages or fringe benefits while on such leave.

#### ARTICLE XXIX

##### UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each school building as approved by the Chapter Chairman which may be used only by the Union for posting notices of Union business.

#### ARTICLE XXX

##### RATES FOR NEW JOBS

When a new job is created the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

#### ARTICLE XXXI

##### TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the minimum requirements for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy, provided, however, regardless of the number of hours worked, the employee will receive the higher rate for at least the balance of the shift.

#### ARTICLE XXXII

##### JURY DUTY

In the event an employee is summoned for jury duty, a special leave of absence shall be granted for that purpose, provided he presents the court order, subpoena or summons, if one is issued, to the Chief of Custodians as far enough in advance as possible. He shall be at work at all reasonable times when not serving as a juror. The regular pay for such employee shall continue at the same basic rate as if he had worked continuously on his regular shift.

Checks received by the employee for jury duty shall be signed and remitted to the Board of Education.

## ARTICLE XXXIII

### SAFETY COMMITTEE

A Safety Committee of employees and the Employer is hereby established. This Committee shall consist of the Chief of Custodians and Union Representatives, and shall meet at the request of either party during regular daytime working hours for the purpose of making recommendations to the Employer. In the event the Employer fails to implement a valid safety recommendation of the Committee, and the Union wishes to carry the matter further, such shall become a proper subject for the final step of the Grievance Procedure.

## ARTICLE XXXIV

### EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees in the same classifications in their same building. An up-to-date list showing overtime hours will be posted weekly in a prominent place on the Custodians' bulletin board in each building.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their same building will be called first and so on down the list in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period thirty (30) minutes minimum.

Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and work out a solution.

Overtime hours will be computed from July 1 through June 30, each year. Excess overtime hours will be carried over each year and is subject to review at the end of each period.

## ARTICLE XXXV

### WORKMEN'S COMPENSATION

#### On-the-job Injury

Each employee will be covered by the applicable Workmen's Compensation Laws.

## ARTICLE XXXVI

### WORKING HOURS AND RELATED MATTERS

- (a) Working Hours - The regular work day of each full-time and probationary custodial-maintenance employee shall be eight (8) hours, Monday through Friday. The work shift of all full-time custodial-maintenance employees shall be as follows:

1. During the summer months when regular school is not in session, the work day hours shall be established by the Chief of Custodians after consultation with the Chapter Chairman.
2. One (1) week prior to the opening day of school, each unit employee shall receive in writing from the Chief of Custodians his specific working hours.
3. A change in the employee's work day may be made by the Chief of Custodians at any time, with one (1) week prior notice. The Chief of Custodians shall notify the employee of the shift change and the reasons therefor. If the employee disagrees, the matter shall be referred to special conference under the provisions provided by this Agreement. In the event the conference is inclusive, the matter may be submitted through STEP THREE of the Grievance Procedure.

(b) Lunch Break and Rest Periods -

1. Each full-time and probationary employee shall be paid for two (2) rest periods not exceeding ten (10) minutes each, one to be taken during the first half of the shift and one during the second half.
2. Each full-time and probationary employee working on the day shift shall have a thirty (30) minute break for lunch and shall not be paid for this break.
3. Each full-time and probationary employee working on the night shift shall be paid for a lunch period not exceeding thirty (30) minutes per shift.

(c) Employees to Remain on Premises - No employee shall leave the premises of his work location, except during his unpaid lunch break, without prior permission of his appropriate supervisor, or of his designated representative, when not in connection with the performance of his assigned duties.

(d) School Closing - If schools are closed by action of the Employer for any reason, employees shall make every effort to report to work. Employees failing to report for work, except for impassable highways, personal illness or jury duty, shall make up the time not worked at their regular rates of pay, or salary may be deducted.

(e) No employee shall allow any person, including friends and relatives, to work as unpaid substitutes or to assist in any way with his work in the Ionia Public Schools. Violation of this provision will be cause for disciplinary action.

(f) If an employee's work day is extended beyond an eight (8) hour period, he shall be paid for the actual overtime worked at the rate of time and one-half.

(g) An employee called in for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half.

## ARTICLE XXXVII

### SICK LEAVE

- (a) Sick Leave Time with pay will be provided for full-time employees on an accumulation basis to a total of 1520 hours - 190 days for the primary purpose of protecting an employee's family income during periods of unavoidable absence due to personal illness or accident of the employee.
- (b) Each full-time employee shall earn eight (8) hours (one (1) day) per month each month worked for purposes of Sick Leave.
- (c) Any employee who is absent because of an injury compensable under the Michigan Workmen's Compensation Law will be paid the difference between the benefits received under the Michigan Workmen's Compensation Law and 100 percent of the employee's regular weekly straight time earnings. Such difference will be deducted from the employee's accumulated Sick Leave credits on a pro-rata basis and will be paid until the employee returns to work or his accumulated Sick Leave has been exhausted.
- (d) All absences must be reported by telephone or other verbal communication to the school district business office at least one (1) hour prior to the commencement of his work time. Upon the employee's return to work he shall complete and return an absence form provided by the Board. After an employee has been absent as a result of illness or injury, for three (3) consecutive days he shall, upon return to work, provide the appropriate supervisor with a doctor's certification of the disability which prevented him from working.
- (e) Two (2) Sick Leave days may be used each year (July 1 - June 30) for the purpose of personal business, upon securing prior approval of the Chief of Custodians, which approval shall not be unreasonably withheld. However, no personal leave shall be allowed immediately prior to or following a vacation period.
- (f) If an employee is laid off, quits, or is discharged, he shall not be entitled to any pay for unused Sick Leave. Employees laid off and later recalled shall have all prior unused Sick Leave time restored.
- (g) The employer shall inform the employee of the number of his accumulated Sick Leave days at the time of issuance of his first pay check during the month of July.

## ARTICLE XXXVIII

### FUNERAL AND BEREAVEMENT LEAVE

- (a) An employee shall be allowed at his request up to five (5) work days per year, with pay, as Funeral and Bereavement leave for a death of a spouse, son or daughter. The time shall not be deducted from Sick Leave.
- (b) An employee shall be allowed at his request, up to five (5) work days per year with pay as Funeral or Bereavement leave deducted from Sick Leave, for a death of a member of the immediate family (definition of the immediate family): parent, parent of spouse, brother, sister, grandchild, grandparents, or a dependent in the immediate family.

- (c) At his request an employee shall be allowed one (1) work day per year with pay as Funeral Leave to be deducted from his accumulated Sick Leave for a death of a relative not defined in (a) or (b) above, or a close friend or Union member.

#### ARTICLE XXXIX

##### TIME AND ONE-HALF AND DOUBLE TIME

- (a) Time and one-half will be paid as follows:
1. For all hours over eight (8) in one (1) day.
  2. For Saturday as such.
  3. For hours in excess of the regular work week.
  4. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.
- (b) Double time will be paid as follows:
1. For all hours worked on Sunday.

#### ARTICLE XL

##### HOLIDAYS

- (a) Whenever used in this Agreement the term "holiday" shall mean one (1) of the following days, when it falls on a regularly scheduled work day:
- |                                     |              |
|-------------------------------------|--------------|
| New Year's Day                      | Labor Day    |
| Good Friday                         | Memorial Day |
| Thanksgiving                        | July 4th     |
| $\frac{1}{2}$ Day before Christmas  | Christmas    |
| $\frac{1}{2}$ Day before New Year's |              |
- (b) Each full-time and probationary employee shall not be required to work on a holiday. In case of an emergency and the employee works on a holiday, he will be entitled to additional pay at one and one-half ( $1\frac{1}{2}$ ) times the actual number of hours worked, if the holiday falls on a regularly scheduled work day---in addition to the holiday pay.
- (c) If a holiday occurs during an employee's approved vacation period, the vacation will be extended one (1) day continuous with the vacation.
- (d) In the event school is held on Good Friday or any portion thereof, employees shall be required to work on that day the same number of hours school is in session.

## ARTICLE XLI

### VACATION ELIGIBILITY

- (a) Each full-time employee shall earn credit for paid vacation time in accordance with the following schedule:
  1. Period of employment as a probationary employee - none.
  2. An employee who has been with the Ionia Public Schools less than one (1) year shall be allowed five-sixth (5/6) of one (1) working day for each calendar month of employment prior to July 1st, of the first fiscal year worked.
  3. After one (1) year of employment - ten (10) days per year.
  4. After five (5) years of employment - fifteen (15) days per year.
- (b) For purposes of computing Vacation Leave credits, all employees shall be considered as having a common anniversary date of June 30th of each year.
- (c) Full-time employees who have not worked a full year, {twelve (12) months} by June 30th of any year shall be granted a pro-rata portion of vacation in accordance with the above schedule.

## ARTICLE XLII

### VACATION PERIOD

- (a) Vacations will be granted at such times during the summer when regular school is not in session, as requested by the employee. However, the above does not preclude the possibility of vacation requests being considered at other times of the year, which may be granted in the sole discretion of the Chief of Custodians, considering the efficient operation of the school system.
- (b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- (c) A vacation may not be waived by an employee.
- (d) If an employee becomes ill and is under the care of a duly-licensed physician (in which event illness must be certified) during his vacation, his unused vacation days will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.
- (e) Vacations shall be scheduled for periods of no less than five (5) consecutive working days at a time.
- (f) Vacation requests shall be submitted in writing no later than May 15th of each year. Thereafter, vacations shall be scheduled by the Chief of Custodians. Employees shall be notified of approval or rejection of their requested vacation time within ten (10) days of the closing date for filing of requests. In the event two or more employees request the same vacation time, vacations shall be scheduled by seniority. In the event two or more employees have the same seniority date, seniority shall be determined by lot.

## ARTICLE XLIII

### VACATION PAY AND PAY ADVANCE

- (a) Rate during vacation: Employees will be paid their current rates based on their regularly scheduled days while on vacation and will receive credit for any benefits provided for in this Agreement.
- (b) If an employee is laid off, retired, or quits and has given two (2) weeks notice, he will receive any unused vacation credit, including that accrued in the current calendar year, on a pro-rata basis. A recalled employee who received credit at the time of layoff for his current work year will have such credit deducted from his vacation the following year.
- (c) If an employee is discharged he will not receive any pay for unused vacation time.
- (d) If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on his vacation.

## ARTICLE XLIV

### HOSPITALIZATION MEDICAL COVERAGE

- (a) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family, the plan to be Blue Cross-Blue Shield Plan MVF-1 Semi-private. This coverage shall be applied to all probationary and full-time employees covered by the terms of this Agreement.
- (b) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family during an employee's absence as the result of any injury, illness or maternity, provided such period of absence does not exceed six (6) months in length, and provided that any injury is directly related to his employment with the school district.
- (c) MVF Master Med. In the event the Board grants an improved hospital medical plan, Blue Cross-Blue Shield MVF 2 Master Medical to the teacher group or any other employee group, the same shall be applied to the bargaining unit employees.

## ARTICLE XLV

### COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

## ARTICLE XLVI

### CONTRACTING AND SUB-CONTRACTING OF WORK

The parties mutually recognize the Board's public obligation to budget and expend the district's resources in a reasonable and prudent fashion. Therefore, the Board shall have the right to contract out for

services necessary to the construction of new, or remodeling or renovating and maintaining the district's existing properties and facilities. It is understood that such contracting out will be done in situations where the local staff is inadequate or unable to perform the services, or it is more economical for the Board to do so. However, contracting out will not be done when it would result in a reduction in length of the current work day or a laying off of any present employee, it being understood that such contracting out shall not be used to discriminate against the Union.

## ARTICLE XLVII

### CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference, as provided in ARTICLE XII. It is also agreed that if the results of said meeting are not conclusive and there exists a dispute, said dispute shall be submitted to STEP TWO of the Grievance Procedure.

## ARTICLE XLVIII

### WORK PERFORMED BY SUPERVISORS

Supervisory employees, or non-bargaining unit members shall not be permitted to perform work within the bargaining unit except:

- (a) In cases of emergency arising out of unforeseen circumstances.
- (b) To assist a member of the bargaining unit, or
- (c) When no other person with the requisite skills necessary is available.

## ARTICLE XLI

### DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

## ARTICLE L

### EMPLOYEE USE OF SUPPLIES, TOOLS AND EQUIPMENT

No employee shall take or borrow for his personal use any supplies, tools, equipment or other items belonging to the Ionia Public School District.

No supervisor shall be permitted, under any circumstances, to set aside this provision.

Violation of this Article by an employee will constitute grounds for disciplinary action.

## ARTICLE LI

### TUBERCULIN TESTING

The Board shall require evidence of freedom from communicable Tuberculosis as a condition of entering its employment and annually, thereafter, for all full and part-time personnel employed by the Board, on the basis of tests administered as hereinafter provided, and performed within nine (9) months preceding the commencement of work. The statement shall be filed with the employee's personnel record within thirty (30) days after the first day of employment and shall be available for examination by Public Health Department personnel. The examination for communicable Tuberculosis, in addition to those procedures which the physician may wish to carry out, shall include:

- (a) A tuberculin skin test - The physician may accept a report of the test conducted within the preceding ninety (90) days in lieu of performing these tests himself.
- (b) A person whose tuberculin test is positive shall have an x-ray of the chest.
- (c) A person whose x-ray shows findings suggestive of tuberculosis, other than healed primary, shall have a bacteriologic examination of the pulmonary secretions for tubercle bacilli performed in a laboratory registered by the Department of Public Health.
- (d) The actual medical costs incurred for any or all of the above procedures shall be borne entirely by the Employer.

#### ARTICLE LIII

##### RETIREMENT

All employees of the Ionia Public School District covered by this Agreement shall retire from active service on their 65th birthday, except as provided as follows:

- (a) Currently employed employees who were actively employed prior to this Agreement shall be allowed to continue to work beyond their 65th birthday provided they are physically able to perform their work until they qualify for retirement under the provisions of the Michigan School Employees' Retirement Fund.
- (b) An employee may be retired by the Board of Education at the end of the school year following his/her 62nd birthday, if it is determined that the employee is physically unable to perform the work.
- (c) Any employee desiring to continue employment beyond his/her 65th birthday may petition the Board in writing at least sixty (60) calendar days prior to his/her 65th birthday. Such employee may continue to be employed as a part-time employee, as defined elsewhere in this Agreement.
- (d) In appreciation for services to the school district and upon entry into full-time retirement, or in the event of death after ten (10) years of service in this school district, fifty percent (50%) of the current value of unused Sick Leave will be paid to an employee who is eligible and has made application for Michigan School Employees' Retirement Fund Benefits. After fifteen (15) years of service, the employee shall receive sixty-six and two-thirds percent (66-2/3%); after twenty (20) years' service - seventy-five percent (75%); and after twenty-five (25) years' service - one hundred percent (100%).

In the event of death, payment shall be made to the employee's designated beneficiary.

## ARTICLE LIII

### SUPERSEDURE CLAUSE

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms and supersedes and cancels all previous agreements verbal or written or based on alleged past practices between the school district and the bargaining unit and shall constitute the entire Agreement between the parties. Any Amendment or Agreement supplemental hereto shall not be binding upon either party until such Amendment has been duly ratified by both parties.

## ARTICLE LIV

### APPENDIXES

The following appendixes are incorporated and made a part of this Agreement:

Appendix A - Pensions

Appendix B - Longevity

Appendix C - Classifications and Rates

Appendix D - Seniority List

## ARTICLE LV

### TERMINATION AND AMENDMENT

- (a) This Agreement shall remain in full force and effect until July 1, 1975, and shall be automatically renewed for successive periods of one (1) year thereafter, unless either party shall notify the other party in writing at least sixty (60) days prior to the current expiration date, or as the case may be, sixty (60) days prior to the end of any automatic renewal year, of its intention to terminate or amend the Agreement.
- (b) It is expressly understood, however, that any portion(s) of this Agreement may be amended at any time during its duration by the mutual agreement of both parties, provided that both parties agree to negotiate on any proposed Amendments. It is further understood that any agreements reached shall be reduced to writing and be distributed to all members of the bargaining unit.
- (c) This Agreement and each of the terms and conditions hereof are subject to the laws of the State of Michigan and of the United States in all respects, and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any administrative agency of the State of Michigan or of the United States, the remaining provisions of this Agreement, after severances, shall remain in full force

and effect. The parties, however, agree to meet and negotiate upon an amended replacement for the invalidated provision.

- (d) Notice of Termination or Modification - Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Michigan Council #55, AFSCME, AFL-CIO, 1034 North Washington Avenue, Lansing, Michigan, 48906; and if the Employer, addressed, Ionia Public Schools, 433 Union Street, Ionia, Michigan, 48846, or to any such address as the Union or the Employer may make available to each other.

## ARTICLE LVI

### EFFECTIVE DATE

This Agreement shall become effective as of its date of execution except for Appendix C - "Classification and Rates" as set forth by its terms.

Date of Execution - 17 July 1974

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

John Jenks  
Harold Foster  
Robert Mellenburg  
Isale D. Latta

FOR THE EMPLOYER:

Robert O. Smith, M.D.  
Robert O. Smith, M.D., President, Board of Education  
John J. O'Neil, Esq.  
John J. O'Neil, Esq., Secretary, Board of Education

ia/opeiu459aflcio  
7974

APPENDIX A: PENSIONS

The pension provisions now in effect for employees covered by this Agreement shall be continued.

APPENDIX D: LONGEVITY

(a) All full-time employees shall be granted Longevity Pay as follows:

1. Completed fifteen (15) years service in this school district, \$250 annually.
2. Completed twenty (20) years service in this school district, \$350 annually.
3. Completed twenty-five (25) years service in this school district, \$450 annually.
4. Completed thirty (30) years service in this school district, \$550 annually.

(b) Only service to this school district as a full-time employee shall determine eligibility for Longevity Pay.

APPENDIX C: CLASSIFICATIONS AND RATES

Commencing July 1, 1974, the following schedule of wages shall be paid to the Ionia Public School Employees:

<u>CLASSIFICATION:</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Custodian and Utility	\$3.20	\$3.40	\$3.60	\$3.80
Night-Crew Leader	\$3.40	\$3.60	\$3.80	\$4.00
Custodian				
Purchasing, Supply, Distribution	\$3.25	\$3.45	\$3.65	\$3.85
Custodian				
Custodian, High School Shop	\$2.90	\$3.10	\$3.30	\$3.50
Maintenance	\$3.55	\$3.75	\$3.95	\$4.15
Painter	\$3.55 per hour			
Part-time Employees (Retirees)	\$2.35 per hour			
Student Help (Seasonal)	\$2.25 per hour			

1. All employees are to be placed on the above schedule in accordance with their years of service, and compensated retro-active to July 1, 1974.
2. Progression thereafter shall be based upon an employee's anniversary date of hire.

LETTER OF UNDERSTANDING

BETWEEN

The Board of Education Ionia Public Schools

and

The Ionia Public Schools  
Custodial/Maintenance Employee's  
Chapter of Local #1910  
affiliated with Michigan Council #55,  
AFSCME, AFL-CIO

RE: MEA Health and Accident Insurance Premium Payment in lieu of Health  
(hospitalization) Insurance.

It is hereby agreed, by the parties, as set forth above, that the Employer will continue their practice of paying the premium cost on MEA Health and Accident Insurance in lieu of and to the limit of the cost of Health (hospitalization) Insurance as set forth in the Agreement between the parties, on Mr. Herbert Attenberger.

FOR THE UNION:

Ila Bonhoff  
Floyd Raynor  
John J. Bur

FOR THE EMPLOYER:

Robert O. L. Smith  
Layne Lettner

Dated this 11th day of September, 1973.

AUTHORIZATION FORM

TO: \_\_\_\_\_  
Employer

I hereby request and authorize you to deduct from my earnings,  
one of the following:

( ) An amount established by the Union as monthly dues.

or

( ) An amount equivalent to monthly union dues, which is  
established as a service fee.

The amount deducted shall be paid to the Treasurer of the  
Local Union \_\_\_\_\_.

BY: \_\_\_\_\_  
Print Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Address \_\_\_\_\_ Zip Code \_\_\_\_\_ Telephone \_\_\_\_\_

Department \_\_\_\_\_ Classification \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

PERSONNEL OFFICE  
IONIA PUBLIC SCHOOLS  
433 Union Street  
IONIA, MICHIGAN 48846

CUSTODIAL/MAINTENANCE BENEFICIARY FORM FOR UNUSED SICK LEAVE  
(Reference: Article LII, paragraph (d), of Master Agreement)

NAME: \_\_\_\_\_ SOCIAL SECURITY NO.: \_\_\_\_\_

BIRTH DATE: 19 MALE ( ) FEMALE ( )

NOMINATION OF BENEFICIARY(IES) FOR PAYMENT OF UNUSED SICK LEAVE ONLY:

I HEREBY DIRECT THE PERSONNEL OFFICE OF THE IONIA PUBLIC SCHOOLS TO PAY THE CURRENT VALUE OF MY UNUSED SICK LEAVE IN THE EVENT OF MY DEATH BEFORE RETIREMENT TO:

\_\_\_\_\_  
(Relationship) \_\_\_\_\_ (Name of Beneficiary) \_\_\_\_\_ (Social Security No.) \_\_\_\_\_ (Birth Date) 19

If Living Otherwise to My:

\_\_\_\_\_  
(Relationship) \_\_\_\_\_ (Name of Beneficiary) \_\_\_\_\_ (Social Security No.) \_\_\_\_\_ (Birth Date) 19

I UNDERSTAND THAT THE RECEIPT OF THIS FORM BY THE PERSONNEL OFFICE OF THE IONIA PUBLIC SCHOOLS REVOVES ALL PREVIOUS BENEFICIARY DESIGNATIONS FOR MY UNUSED SICK LEAVE. I ALSO UNDERSTAND I MAY CHANGE MY BENEFICIARY AT ANY TIME BY FILING A NEW BENEFICIARY FORM WITH THE PERSONNEL OFFICE. I HEREBY DECLARE AND AFFIRM THAT TO THE BEST OF MY KNOWLEDGE ALL STATEMENTS AND ANSWERS HEREIN ARE FULL, COMPLETE, AND TRUE.

This form must be completed and filed with the Personnel Office of the Ionia Public Schools to be valid.

SIGNATURE OF EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
Day-Month-Year

SIGNATURE OF WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
Day-Month-Year

LETTER OF UNDERSTANDING

BETWEEN

The Board of Education Ionia Public Schools

and

The Ionia Public Schools  
Custodial/Maintenance Employee's  
Chapter of Local #1910  
affiliated with Michigan Council #55,  
AFSCME, AFL-CIO

RE: Health and Accident Insurance Coverage (reference ARTICLE XLIV, paragraph (c)

It is hereby agreed by the parties as set forth above that upon acceptance of written application by the insurance company, the Board agrees to purchase health care protection for each employee of this Chapter and his immediate family through a Single, Employee and Spouse, Employee and Children, or Full-family coverage, provided that the Employee is not eligible for the substantially equivalent health care protection through any other source, without cost to the individual, including the employment of a spouse by the Board. An Employee shall choose to be insured under the provisions of either: a) MESSA SuperMed 2, or b) Blue Cross Comprehensive Hospital, Semi-private, Riders D45NM, DCCR, SA, IMB and Blue Shield MVF-1, Riders ML, DC, OB, SD, and Master Medical Option 4. It is expressly agreed that any other riders desired by the Employee shall be fully paid for by the Employee. In cases where the meaning of "substantially equivalent health care protection" is questioned, an Employee's eligibility for Board-purchased health care protection shall be determined by a majority vote of a Committee consisting of the Superintendent of Schools, the Chapter Chairman, and an Employee of the Chairman's choice, who is not affected by any decision of the Committee. Decisions made by a majority vote of this Committee shall be final and shall not be grievable or contestable, either through this Agreement or through any judicial process.

FOR THE UNION:

John Jenks  
John Jenks

Harold Foster  
Harold Foster

Herbert Attenberger  
Herbert Attenberger

Dale D. Latta  
Dale D. Latta

FOR THE EMPLOYER:

Robert O. Smith, M.D.  
Robert O. Smith, M.D., President, Board of  
Education

John P. O'Keeffe  
John P. O'Keeffe, Esq., Secretary, Board of  
Education

Dated this 25th day of August, 1974.