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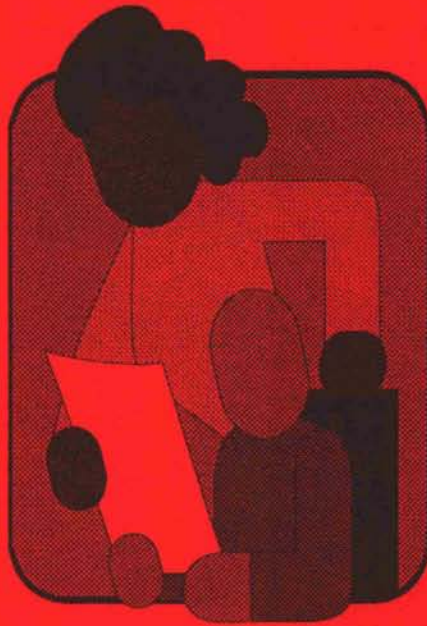
Agreement  
Between

Allegan Public Schools

Instructional Assistants

and

Teamsters State, County, and Municipal Workers, Local 214



*Allegan Public Schools*

July 1, 1997 – June 30, 2000

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## AGREEMENT

This agreement is entered into this first day of July, 1997, between Allegan Public Schools, hereinafter referred to as the Board or the Employer, and the International Brotherhood of Teamsters, Local 214, hereinafter referred to as the Union.

### PURPOSE AND INTENT

- 1.1 The General purpose of this Agreement is to set forth the wages, hours and working conditions of employment. Both employer and Union agree to abide by the terms and conditions set forth herein for the duration of this Agreement.
- 1.2 The employer and the Union agree that neither will discriminate against any employee because of his/her exercising those rights guaranteed by State and Federal law, and both the Employer and Union agree to be bound by State and Federal law as that law applies to wages, hours and working conditions.

### MANAGEMENT RIGHTS

- 2.1 The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States. Such rights and responsibilities shall include, by way of illustration and not by way of limitation, the right to manage, direct and control the operations of the school district; to hire, evaluate, promote, transfer, layoff, and recall employees; to discipline and/or discharge employees for just cause; to determine the size of the work force and to increase and decrease its size; to assign work and working hours; to create new jobs; to assign employees to job classification, and to change employee classification; to direct the work force; to determine the services to be furnished and the operations to be performed, including the methods, procedures, means and equipment required to provide such services and operations; to discontinue, combine, or reorganize operations within the school district; and to otherwise carry out the ordinary and customary functions of management except as specifically and expressly restricted by terms of this Agreement and applicable state and federal statutes.
- 2.2 The Employer shall have the right at any time to promulgate and to enforce such reasonable rules and regulations as it considers necessary and/or desirable for the safe, effective, proper, and efficient operations of the school district.
- 2.3 It is understood and agreed that, in exercising its rights and meeting its responsibilities, the Employer acts through its administration and supervisory personnel in the administration of this Agreement.

## **RECOGNITION**

- 3.1 The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to wages and working conditions for all full-time and part-time Instructional Assistants excluding all supervisory employees, and all other employees of the Employee.

## **UNION SECURITY**

- 4.1 Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.
- 4.2 All employees in the bargaining unit recognized by this contract shall, as a condition of continued employment, pay the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union and limited to an amount of money equal to the Union's regular and usual dues. Such payment shall commence for probationary employees with the first pay 91 days after the date of employment. If, during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as it lawful.
- 4.3 During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union and pay such amount to the Union, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payment to the Union.
1. Amount of initiation fees and dues will be certified by the secretary-treasurer of the Union.
  2. Those sums paid by the employees who elect not to join the Union, the equivalent of monthly dues will be deducted by the Employer and transmitted to the Union in the same manner as Union dues and initiation fees.
- 4.4 The Union agrees to save the Employer harmless from all legal fees, salaries, payments or any expenses incurred in the enforcement of the Article of the Agreement.
- 4.5 In the event that an authorization to deduct is not signed by and Instructional Assistant, the services of such Instructional Assistant shall be discontinued 30 days after notice of the fact is given to the Employer if the Instructional Assistant has not made such an authorization by that time.

## **PROBATIONARY PERIOD**

- 5.1 An Instructional Assistant first beginning service with the Allegan Public Schools shall be deemed to be in a probationary period 90 calendar days taken from and including the first day of employment as an Instructional Assistant. If at any time prior to the conclusion of the 90 calendar day probationary period the employee's work performance is of unacceptable quality, he/she may, upon the recommendation to the Superintendent, be subject to immediate dismissal without recourse to the grievance procedure. Upon recommendation by the administrator or supervisor to the Superintendent, the employee's probationary period may be extended for an additional 30 days beyond the 90 calendar day period.
- 5.2 After the conclusion of a satisfactory period of probation, all matters pertaining to benefits and to seniority will revert to the employee's initial day of service.

## **REPRESENTATION**

- 6.1 A Chief Steward shall be selected by the Union and the School will be notified in writing of the name of that individual.
- 6.2 The Union may also elect an alternate Steward who may function as Steward in the absences of the Steward.
- 6.3 The Union shall notify the Superintendent's office in writing of the names of the Steward and Alternate Steward as soon as they are selected.
- 6.4 At times mutually agreed to with the supervisors of the parties involved, the Chief Steward shall be allowed, while on the Employer's property, reasonable time during working hours to present, process and investigate grievances.
- 6.5 The Union's Chief Steward shall cooperate with the Superintendent or his designee in the orientation of new employees, and specifically in making employees cognizant of the terms and conditions of this Agreement.
- 6.6 The Employer shall notify the Chief Steward of the Union in writing of any new hires into the bargaining unit, or terminations from the same, within ten (10) days of such occurrence.

## **NEGOTIATION PROCEDURES**

- 7.1 In any negotiations described in this Article, neither party shall have control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by the Employer and the Union. The parties mutually pledge that representatives selected by each shall be

clothed with necessary power and authority to make proposals and concessions in the course of negotiations, subject only to such ultimate ratification.

- 7.2 If the parties fail to reach an agreement in any such negotiations, either party may invoke the procedures established under Public Act 379, as amended.
- 7.3 The negotiation of a new Agreement shall begin upon written request of either party made not earlier than 60 days prior to the expiration of this Agreement. Negotiations for a successor Agreement shall be scheduled outside the regular work day except as the parties may mutually agree. If negotiations are scheduled during the regular work day, the Employer will allow adjustment in the hours scheduled for bargaining unit employees so that no employee shall lose time from his/her job while negotiating, as long as the adjustment does not interfere with the normal operation of the Employer, and is as scheduled by the Employer.

### **HOSPITALIZATION INSURANCE**

- 8.1 The Employer will make available the following options for which an employee may select one:

#### **OPTION 1**

The Employer will pay 95% full-family hospitalization insurance, with the carrier named by the Employer. It being the intention of the Employer to provide necessary insurance, (but also the intention of the Employer that no employee shall have double coverage which has no reasonable benefit to the insured.) Coverage is paid by the Board of Education for all presently employed Instructional Aides and is paid for the full 12 months. As of June 1, 1993, any newly hired Instructional Assistants will have their 95% Board coverage paid for the months September through June. Those employees will be responsible for the entire premium during the months of July and August.

Beginning in 1998-99 the Employer will pay the 11<sup>th</sup> month of coverage for employees with 5 or more years of service and will pay the 12<sup>th</sup> month for employees with 10 or more years of service.

Instructional Assistants who wish to carry insurance that has a higher full-family rate premium may have the difference between the lower premium provided by the Board and the higher premium paid by payroll deduction.

#### **OPTION 2**

\$10/\$40 Hospital Indemnity Insurance (daily pay while hospital confined), not to exceed \$30 premium per month. The carrier will be named by the Employer.

- 8.2 The insurance benefits for either Option 1 or Option 2 above will be paid by the Employer as described above for all employees who are employed by the school district 8 hours per day, 40 hours per week, and are full school year employees.

Full school year employees, for insurance purposes, includes regular 8 hour employees who are employed in a position that extends through a full school year as defined as no less than 180 days.

Regular part-time employees (working through the school year but less than 8 hours per day) who select one of the above options will have their insurance premium benefit prorated. The employee's share of any required premium will be deducted from the employee's paycheck each month.

- 8.3 When an employee leaves the school system for any reason, his/her insurance will terminate on the last day of the month in which the employment was terminated.
- 8.4 For those employees not participating in either Option 1 or Option 2, the Employer will provide cash in lieu of health insurance benefits, not to exceed \$675 annually. This cash payment will be disbursed in equal payments of \$75 per month, plus FICA, September through May of each school year. The employee may choose to invest his/her cash option via payroll deduction.
- 8.5 While the above benefits are available as outlined, individual employees must assume the responsibility of signing up to receive the benefits as benefits are not automatic. Marriage, childbirth, death or any other change in an employee's family status should be brought to the immediate attention of the Business Office for purposes of keeping insurance coverage current. It is important that all employees review their benefits with the Business Office when accepting a position with Allegan Public Schools, when a change in the family occurs, and at the beginning of each school year. If an employee does not sign up for insurance within one (1) month from the date of hire, the employee must wait until the annual open enrollment period to sign up for the insurance benefit.

### **DENTAL INSURANCE**

- 9.1 The Employer will make available to each employee and eligible dependent dental insurance equivalent to MESSA Delta Dental Plan D, Class I, II (80/80 co-pay).
- 9.2 The Employer will provide the above insurance without cost to eligible employees. The Employer will name the specific insurance carrier.
- 9.3 Employees who are eligible for dental insurance will include all those employed as regular employees and are assigned to work regularly at least five (5) hours per day. Employees who are employed fewer than five (5) hours per day as a regular employee are not eligible for dental insurance benefits.

- 9.4 Individual employees must assume the responsibility of signing up to receive dental benefits, as such benefits are not automatic. Marriage, childbirth, death, or any other change in the employee's family should be brought to the immediate attention of the Business Office for purposes of keeping insurance coverage current. Employees must sign up for dental insurance coverage during the first month of employment or during the open enrollment period each year, presently at the beginning of the school year.
- 9.5 Dental Insurance benefits are subject to the following limitation and conditions:
1. Spouse and/or dependent benefits shall not be paid if such benefits are substantially equivalent to or duplicate those to which spouse and/or dependent is enrolled in under any other group insurance plan. It is not the intention of the Employer to provide insurance coverage which would have no reasonable benefit to the insured.
  2. When an employee leaves the school system for any reason other than dismissal, his/her dental insurance will terminate on the last day of the month in which the employment was terminated. If the employee is dismissed for just cause, the benefit may be stopped immediately.

## **PAID LEAVES OF ABSENCE**

### **SICK LEAVE**

- 10.1 Sick Leave shall be earned at the rate of one (1) day per month for each month worked, except in no event shall an employee working less than 12 months earn more than ten (10) days for each school year worked. Sick leave may be used for personal illness or serious illness of members of the employee's household. Household shall be defined as those household members making their permanent residence in the employee's home, and those who are dependents as defined by the Internal Revenue Codes.
- 10.2 Employees will accumulate sick leave, or receive sick leave pay pro-rated according to the number of hours they are regularly employed.
- 10.3 The unused portion of sick leave days not used in any school year shall be cumulative to no more than 150 sick leave days.
- 10.4 No sick leave shall be used to increase an employee's work week to over 40 hours.
- 10.5 The employer shall have the right to have an employee examined by a physician of the Employee's choice at the Employer's expense in those cases where an employee's physical or mental state is reasonably in question.



- 10.6 When the Employer has reason to suspect the employee is abusing the sick leave, the Employer reserves the right to require a medical certificate or other appropriate verification of the reason for absence under this section.
- 10.7 By action of the administration, exceptions may be made for individual cases under unusual circumstances.
- 10.8 Upon retirement from the Allegan Public Schools, the Board of Education will pay for an employee's accumulated sick time according to the following schedule: The first 75 hours of sick time will not be considered for payment. The board will begin the payment schedule with the 76<sup>th</sup> hour of accumulated sick time at a rate of \$3.00 per hour. This rate will continue up to 250 hours of accumulated sick time. From 251 hours to 500 hours, the rate will be \$3.50 per hour. At 501 hours to 750 hours, the rate will be \$4.00 per hour and after 750 hours, the rate will be \$4.50 per hour. **EXAMPLE:** Employee X retires from the Allegan Public Schools with 380 hours of accumulated sick time. This employee can expect to receive a check for \$942.50 according to the sick leave plan.

Calculation: 380 hours accumulated sick time

Less: 75 hours (First 75 hours not considered for payment)  
305 hours the Board will pay

250 x \$3.00 = \$750.00 (Total amount due at \$3.00 rate)

55 x \$3.50 = \$192.00 (Total amount due at \$3.50 rate)

305 hours = \$942.50 (Grand total according to plan)

### SUBSTITUTE PROCEDURE

- 11.1 Each IA should determine in advance, in cooperation with their supervising teacher and principal, if a substitute is needed whenever they must be absent for any reason.
- Please give as much notice as possible.
  - IA's at the secondary buildings (HS and MS) should call between 6:00 a.m. and 6:30 a.m.
  - IA's at elementary buildings should call between 6:00 a.m. and 7:00 a.m.

### FUNERAL LEAVE

- 12.1 A maximum of seven (7) days per year of sick leave may be used as funeral leave for death in the employee's family. Family, for funeral leave, shall be defined as spouse, child, mother, father, mother-in-law, father-in-law, grandparent, grandparent-in-law, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, uncle, aunt or grandchild.

## PERSONAL LEAVE

- 13.1 Employees may be granted no more than two (2) days of their accumulated sick leave to be used as personal leave each year, without a loss of pay. Arrangements for such leave must be made 24 hours in advance (except in emergencies) with the employee's immediate supervisor. No leave day shall be taken on a work day immediately before or after a holiday or vacation period unless a request has been submitted and permission granted by the Business Office.

## HOLIDAYS

- 14.1 The following days are to be reimbursed as paid holidays:

Labor Day	New Year's Eve Day
Thanksgiving	New Year's Day
Friday after Thanksgiving	½ Day – Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	

- 14.2 To be eligible for holiday pay, the employee must:

1. Have been employed 30 calendar days prior to the holiday and;
2. Have worked the scheduled work day before and after the holiday, unless the employee is on an approved sick or funeral leave.
3. An employee will not receive holiday pay if the employee is on an approved leave of absence during, immediately before, or immediately after the holiday.

- 14.3 If the holiday is observed during the week, no work shall be scheduled on that day except in an emergency.

- 14.4 If the holiday is observed during the weekend, either Friday or Monday will be scheduled as the holiday.

- 14.5 In the event it is necessary for an employee to work on any of the above holidays, the employee will receive a time-and-one half hourly rate for all hours worked in addition to his/her holiday pay.

## JURY DUTY

- 15.1 Employees shall be granted time off with pay when required to serve as a juror during a regular scheduled work day. The pay of the employee shall not be interrupted. Jury duty pay received by the employee shall be remitted to the Employer.

## UNPAID LEAVES

- 16.1 Any regular employee may be granted a leave of absence without pay or fringe benefits by the Superintendent.
- 16.2 Employees granted an unpaid leave may, at the termination of such leave, return to their former position. If the employee's position has been eliminated, the employee shall be able to bump an employee with the least seniority providing they are qualified.
- 16.3 Employees who are on such leave shall not accumulate seniority during such leave nor shall they lose seniority already earned.
- 16.4 No leave shall be granted for more than twelve months.

## LAYOFF, BUMPING AND RECALL

- 17.1 If the Employer determines that the number of employees is in excess of its current requirements or budget, it shall have the right to reduce the number of positions or hours scheduled for a position. In the event such elimination of position creates a reduction in the work force, the following procedure shall apply:
1. Any employee whose job has been eliminated may bump the least senior employee providing he/she is qualified, as described below:  
  
Elimination of full-time position
    - Full-time may bump the least senior full-time employee.
    - The least senior full-time employee may bump the least senior part-time employee providing he/she has more unit seniority than the least senior part-time employee  
Elimination of part-time position
    - Part-time may bump the least senior part-time employee.
  2. Any full-time employee whose hours have been reduced to part-time may bump the least senior full-time employee. The least senior full-time employee may bump the least senior part-time employee.
  3. Any employee whose position has been eliminated may have the option of accepting lay-off, exercising the right to bump as provided above, or accepting the lay-off and having his/her name placed on the substitute Instructional Assistant list that is used to call in the event of the absence of an Instructional Assistant.
  4. Instructional Assistants shall be recalled in the inverse order of lay-off.

5. The obligation to rehire an employee will terminate after a period equal to the time actually worked or 24 months whichever is less.

### DISCIPLINARY PROCEDURE

- 18.1 The intent and purpose of this article is to provide for progressive disciplinary action. Disciplinary action may be imposed upon an employee only for failure to fulfill the employee's job responsibilities or for improper conduct while on the job. All disciplinary action shall be for just cause.
- 18.2 In any case where disciplinary action is taken by the Employer, the following procedure will be followed:
  1. Discussion of problem.
  2. Oral reprimand.
  3. Written reprimand kept at building level.
  4. Written reprimand included in personnel file.
  5. Suspension without pay.
  6. Dismissal.
- 18.3 Among the reasons for discipline, up to and including discharge, are the following (not inclusive):
  1. Unsatisfactory or incompetent work performance or neglect of duty.
  2. Personal misconduct.
  3. Persistent violation of policies, regulations and laws.
  4. Insubordination.
  5. Chronic absenteeism or tardiness.
- 18.4 Violations of the following rules will result in immediate discharge:
  1. Unlawful possession of narcotics or controlled substance.
  2. Unlawful possession of a firearm or other lethal weapon on school property.
  3. Unauthorized removal of school property from the premises or theft.

4. Willful destruction of school property.
  5. Aggressively fighting or assaulting another person on school property.
  6. Intoxication on duty. The consumption or possession of alcoholic beverage on school property is forbidden. Employees presenting themselves for work under the influence of alcohol or with the odor of alcohol on their breath will be subject to immediate discharge.
- 18.5 Notification within a reasonable time shall be given to the steward prior to any disciplinary action taken against any bargaining unit employee which may result in any official entries being added to the employee's personnel file. The employee and the Union shall be furnished with a copy of any entry made into the file. A notation of oral reprimand by date and subject only may be placed in the file.
- 18.6 No employee shall be requested to make any written or oral statement pertaining to any alleged misconduct without first having the opportunity of discussing it with the Union representative. The employee will have at least 48 hours to submit any written statement.
- 18.7 Upon request, an employee's official personnel file may be reviewed. Such request shall be complied with within two (2) days. After two (2) years of satisfactory service, no disciplinary matters appearing therein shall be used in any subsequent disciplinary action.
- 18.8 Disciplinary action which shall result in suspension or discharge of any employee shall be immediately subject to Step 3 of the Grievance Procedure.
- 18.9 Any employee whose employment is terminated for any reason other than for an approved leave of absence forfeits all accrued rights, privileges and benefits.

#### INCLEMENT WEATHER

- 19.1 When schools are closed by the Superintendent because of inclement weather or other unforeseen reasons, Instructional Assistants need not report for work. A paid deduction for such closing shall not be made provided said employee is scheduled to work and provided the school day was not rescheduled by state law. An Instructional Assistant's immediate supervisor has the option of requesting that an employee report on inclement weather days. If the request is made during the first two inclement weather days of the school year, the employee will be paid time and one-half for the time worked. Example: Regular pay = \$8/hr., time and one-half = \$12/ hr.
- 19.2 In the event of a delay in the start of the school Day because of inclement weather or other unforeseen reasons, Instructional Assistants will report to the job site when they can safely do so, or no later than the announced length of the delay from their original report

time. The Instructional Assistant shall punch in upon arriving at the job site and be compensated from the punch-in-time through the end of the regularly scheduled work period.

### **WORKER'S COMPENSATION**

- 20.1 All employees shall be covered by Workers' Compensation Insurance under Worker's Compensation Law. Any employee who is absent because of an injury or disease compensable under said law shall not have his/her accumulated sick leave days reduced while receiving pay through Michigan Worker's Compensation.
- 20.2 Employees who are injured while at work must notify their supervisor as soon as possible and make a written report of the injury. The report must be turned in to the Central Office within 24 hours of the incident.

### **HOURS OF WORK**

- 21.1 The normal work day and week shall be those hours and days authorized through the "Job Classification and Authorized Hours" sheet delivered prior to the school year.
- 21.2 An employee authorized to work beyond the normal 40-hour workweek shall be compensated in overtime pay at one and one-half times the employee's current hourly rate.
- 21.3 Instructional Assistants who work a minimum of 5 hours a day will be provided a 15-minute relief period in the morning and in the afternoon. Instructional Assistants who work up to 5 hours per day will be provided one 15-minute relief period.
- 21.4 Any employee requested to work on a holiday or Sunday shall be compensated in overtime. The rate of pay shall be two times the hourly rate of the particular employee involved according to his/her current rate.
- 21.5 All Instructional Assistants who are not scheduled to work during a lunch break shall be entitled to a one-half hour duty-free uninterrupted and unpaid lunch period, except in case of an emergency.
- 21.6 Instructional Assistants requested to attend school sponsored staff development activities during school hours other than their normally scheduled work hours will be paid at a rate equivalent to the employee's current hourly rate.

## SENIORITY

- 22.1 Seniority for purposes of salary, layoff and transfer shall be defined as a continuous length of service as an Instructional Aide to the Employer. Absences during an approved leave shall not be considered a break in service. A break in service shall occur if an employee:
1. Resigns or quits.
  2. Is discharged.
  3. Retires.
  4. Takes an unauthorized leave of absence.
  5. Fails to return from an authorized leave of absence or from layoff on the agreed-upon date.
- 22.2 The Employer agrees to furnish an up-to-date seniority list to the Chief Steward annually.

## GRIEVANCE PROCEDURE

- 23.1 It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.
- 23.2 For purposes of the Agreement, a "grievance" is defined as an alleged violation of the expressed terms and conditions of this contract. As used in this Article, the term "Instructional Assistant" shall also mean a group of Instructional Assistants having the same grievance. Should any such grievance arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to promptly settle said grievance through the following steps:

### STEP ONE:

By conference between the aggrieved employee, the Steward, or both, and the immediate supervisor and/or his/her building principal or division head.

### STEP TWO:

If the grievance is not settled at Step One, the employee may, within 10 days of such conference, reduce the problem to writing, on the regular grievance form provided by the Local Union, for filing with the Union Chief Steward and the immediate supervisor and/or building principal or division head. Within 10 days of said filing, the supervisor

and/or building principal or division head shall meet with the aggrieved and the Steward and render a written decision within 7 days of the meeting.

**STEP THREE:**

If the grievance is not settled at Step Two, the Union may, within 14 days of the written answer or 14 days after the response was due if no written answer is received, advance the grievance to the Superintendent.

Within 14 days of receipt of said grievance, the Superintendent will meet with the aggrieved and/or the Chief Steward and a representative from the Local Union. Within 10 days of said meeting the Superintendent will render a written decision.

**STEP FOUR:**

In the event the grievance is not satisfactorily settled at Step Three, the dispute shall be referred to the Michigan Employment Relations Commission for the purpose of mediation within 10 working days of the Step Three answer or the date on which the grievance should have been answered at Step three.

- 23.3 If the grievance isn't settled through mediation, the Union will present the grievance to the Teamsters Local 214 Grievance Panel for review and consideration for arbitration. If the Union Grievance Panel determines the grievance is arbitrable, it shall notify the Employer of such decision within 10 days of the Panel decision and file for arbitration accordingly.

Within 10 days of receipt of a panel of arbitrators, the parties shall attempt to select a mutually acceptable arbitrator. Should the parties be unable to agree on a selection, they shall submit the matter to the Federal Mediation and Conciliation Services for the selection of an arbitrator.

The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement; and both parties agree to be bound by the award of the arbitrator.

The cost of any arbitration proceeding under this provision shall be borne equally between the parties except that each party shall pay the expenses of its own witnesses.

**VACANCIES**

- 24.1 Vacancies within the bargaining unit shall be filled as follows:

1. Copies of vacancies and newly-created positions within the bargaining unit shall be posted in each school building for not less than five (5) working days prior to filling the position.



2. Instructional Assistants shall have the right to bid on and be awarded vacancies based on their seniority and qualifications.
  3. The Instructional Assistant appointed to the position shall be granted a 30 working day trial period within the school year to determine his/her ability to perform the job. In the event it is determined that he/she does not have the ability to perform the job, or he/she does not wish to stay in the position within that 30-day trial period, he/she shall transfer back to his/her former position.
  4. In the event the Instructional Assistant transfers back to his/her former position as provided for in 3 above. The position will be posted again as provided for in 1 and 2 above.
- 24.2 Posting shall include, but not be limited to, the following information:
1. Building assignment.
  2. Start and stop time.
  3. Special needs.
- 24.3 Additional information will be provided to any applicant as requested. (For example, the age of child, school grade, etc.)
- 24.4 Temporary vacancies shall not exceed 75 calendar days. In the event a vacancy could exceed 75 calendar days, the parties may mutually agree to extend such limits.

### **GENERAL PROVISIONS**

- 25.1 **Mileage.** Employees required by the Employer to use his/her motor vehicle in school business will be reimbursed at the prevailing per mile school district rate provided that a mileage record is submitted to the Employer at the end of each semester and in accordance with the procedures established by the Employer.
- 25.2 **TB Test.** In the event the current law changes so as to require employees to submit to TB testing, the Employer will pay for the required test (either skin or x-ray).
- 25.3 **Hold Harmless.** The Employer will hold harmless all Instructional Assistants from any criminal action or for civil damages as a result of carrying out their duties and responsibilities as instructed by the employer. In the event the Instructional Assistant brings harm to a student outside of his/her responsibilities and in direct conflict with instructions by the Employer which results in any criminal action or for civil damages, this clause will not apply.

- 25.4 **Vocational Qualification Incentive.** The Employer will provide the Instructional Assistants with a list of the criteria required to qualify for the additional hourly pay provided under the Wages Provision of this contract for an employee who is vocationally qualified.
- 25.5 **Subcontracting.** The Employer agrees not to subcontract out services provided in these positions if such subcontracting would create a layoff of bargaining unit employees.
- 25.6 **Special Conferences.** Special conferences will be arranged between the parties upon the request of either party. The purpose of special conferences shall be to discuss matters of concern to either party.
- 25.7 **Legalities.** If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, and all other provisions or applications shall continue in full force and effect. If any provision of this Agreement is found to be contrary to law and is therefore invalidated, either party may request that the parties meet for the purpose of renegotiating any such invalid provision.
- 25.8 **Use of Facilities.** The Union and its members may use the Employer's building facilities at reasonable times and hours for meetings when such buildings are available and staff is on duty.
- 25.9 **Use of Equipment.** The Union and its members may make reasonable use of the Employer's equipment so long as such use does not interfere with the operation of the Employer.
- 25.10 **Bulletin Boards.** The Employer will designate bulletin boards on which the Union can post notices. The Employer will advise each bargaining unit member of the locations of the designated boards.
- 25.11 **Orientation.** In the event vacancies occur or positions are eliminated or reduced in hours, the Employer will meet with the Instructional Assistants prior to the beginning of school to review assignments and bid on any vacancies. It is understood that all Instructional Assistants returning to school after summer recess will retain their former assignment and position if such assignment has not been eliminated.
- 25.12 **Drug Testing.** It is agreed between the parties that a drug testing policy will be implemented but will not apply to this bargaining unit until all other employee groups agree to said policy.
- 25.13 **Effective date and duration of Agreement.** The Agreement shall become effective upon ratification by a majority of the Board of Education of Allegan Public Schools and the membership of the local bargaining unit, and shall continue in effect through June 30, 2000, or until such time as a subsequent contract is ratified by the membership.

**25.14 Vacations.** As of the 1997-1998 school year, all language involving vacations and vacation benefits has been eliminated and benefits from vacations have been rolled over into salary agreements.

**LONGEVITY**

Employees who have completed five (5) full years of employment with the Allegan Public Schools shall receive an additional \$.20 per hour. Employees who have completed ten (10) full years of employment with the Allegan Public Schools shall receive an additional \$.40 per hour. Employees who have completed fifteen (15) full years of employment with Allegan Public Schools shall receive an additional \$.60 per hour. Employees who have completed twenty (20) full years of employment with the Allegan Public Schools shall receive an additional \$.80 per hour.

**VISION INSURANCE**

The District will provide a fully paid vision plan equal to the plan provided to the teaching personnel (MESSA VSP-1).

**SALARY SCHEDULE**

<b>1997-98</b>	
BEGINNING	\$7.04
60 DAYS	\$7.27
1 YEAR	\$7.76
2 YEAR	\$7.99
3 YEAR	\$8.97

- \$8.97 + 20 cents 5-yr longevity = \$9.17
- \$8.97 + 40 cents 10-yr longevity = \$9.37
- \$8.97 + 60 cents 15-yr longevity = \$9.57
- \$8.97 + 80 cents 20-yr longevity = \$9.77

<b>1998-99</b>	
BEGINNING	\$7.22
60 DAYS	\$7.45
1 YEAR	\$7.95
2 YEAR	\$8.19
3 YEAR	\$9.19

- \$9.19 + 20 cents 5-yr longevity = \$9.39
- \$9.19 + 40 cents 10-yr longevity = \$9.59
- \$9.19 + 60 cents 15-yr longevity = \$9.79
- \$9.19 + 80 cents 20-yr longevity = \$9.99

An employee who is vocationally qualified under a program that requires vocational experience and that is eligible for State or Federal reimbursement shall receive an additional \$.30 per hour.

**Re-opener Provision:** The parties agree to re-open negotiations in the third year of this agreement to address economic issues only; including, but not limited to, wages and health insurance. Written notice of the intent to re-open negotiations shall be provided to the other party at least sixty (60) days prior to the beginning of the last 12 months of the contract

THIS AGREEMENT was executed by the parties, effective July 1, 1997.

TEAMSTERS, STATE, COUNTY  
MUNICIPAL WORKERS, LOCAL 214

*[Signature]* B.A.  
*[Signature]* Taylor-Steward  
*[Signature]* Marshall-Rice-Steward

ALLEGAN PUBLIC SCHOOLS

*[Signature]* Supt  
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