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6/30/90

MASTER AGREEMENT

BETWEEN

IONIA PUBLIC SCHOOLS

AND

THE IONIA PUBLIC SCHOOLS CUSTODIAL/MAINTENANCE
AND FOOD SERVICE EMPLOYEES
CHAPTER OF LOCAL #1910
MICHIGAN COUNCIL #25 AFSCME, AFL-CIO

Ionia Public Schools

Effective: July 1, 1987
to
June 30, 1990

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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AGREEMENT

This Agreement entered into on this first day of July, 1987, between the Board of Education of the Ionia Public Schools (hereinafter referred to as the Employer or Board) and the Ionia Public Schools Custodial/Maintenance and Food Service Employees Chapter of Local 1910, affiliated with Michigan Council #25 American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union).

NOTE: The headings and exhibits used in this Agreement 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 1. RECOGNITION (Employees Covered)

- (a) Pursuant to and in accordance with all applicable provisions of Act 379^a of 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 for all full-time and part-time custodial/maintenance and food service employees employed by the Ionia Public Schools but excluding substitute and seasonal employees, executive and supervisory personnel and all others.
- (b) The term employee when used in this Agreement shall refer to all employees represented by the Union in the bargaining unit as defined above.

ARTICLE 2. 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 (12) 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 (12) months on a regular work week and works eight (8) hours per day is a full-time employee.
- (b) Probationary Employees. Any employee who is a regular established scheduled per week and has not completed his 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 (12) months, and is paid on an hourly basis is a part-time employee, and shall receive such benefits as specified elsewhere in this Agreement.
- (d) Substitute 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, substitute employees, to replace regular employees who are absent as a result of extended leaves of absence or sickness. The above referenced limitations will not apply to substitute employees hired to replace employees on vacation.
 - 2. It is understood that the provisions in this Agreement, entered into between the parties, do not apply to these substitute employees. It is further agreed that these employees may be paid up to 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.
 - 3. The Employer shall not continue any substitute employees for more than forty-five (45) consecutive days worked. On the forty-sixth (46th) day worked, said substitute shall be transferred to probationary status; provided, however, that the Union shall waive all posting requirements for said position, while being filled on a substitute basis; however, in the event said position becomes permanently vacant, same shall be posted.
- (e) Seasonal Help. Seasonal, casual or temporary employees may be employed to a total of eight (8) in June, July and August. From April 1 to May 31

and September 1 to November 30 the limit will be six (6). 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 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 3. 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, rights, 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 4. EMPLOYEE RESPONSIBILITY

- (a) Employee Responsibility. Each employee shall diligently and to the best of his ability perform his required work responsibilities 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 the employees covered by this Agreement shall not be responsible for the supervision of students.

ARTICLE 5. 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. The Union will use the means at its disposal to assist in terminating actions in violations of this section.

ARTICLE 6. 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 7. 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 in an amount established by the Union 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 in an amount established by the Union 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 in an amount established by the Union for the duration of this Agreement, commencing the thirtieth (30th) 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 claims arising out of or with regard to Articles 7, 8, 9 and 10 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 8. UNION 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 the 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) The Employer shall not be required to make any check-off for Union dues if the employee's pay is not sufficient to cover the dues in any period.

ARTICLE 9. 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) The Employer shall not be required to make any check-off for representation fee if the employee's pay is not sufficient to cover the fee in any pay period.

ARTICLE 10. REMITTANCE OF DUES AND FEES

- (a) When Deduction Begins. 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 11. UNION REPRESENTATION

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

The employees covered by this Agreement will be represented by three (3) 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)
- One (1) steward to the food service employees

1. The Employer will be notified of the names of the stewards and 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, provided they have notified, or made reasonable effort to notify their supervisor prior to and upon return to the work area.
3. The Unit Chairperson and Unit Vice Chairperson 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.

ARTICLE 12. SPECIAL CONFERENCES

- (a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and a designated representative or representatives of Management. Arrangements for such special conferences shall be made in advance and a written 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 (1/2) hour immediately preceding the conference.

ARTICLE 13. 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 the 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 1. If an employee feels he has a grievance, he shall discuss the grievance with his immediate supervisor.
- STEP 2. If the matter is not disposed of by informal conference, within ten (10) working days after Step 1, it will be submitted in writing to the immediate supervisor. The immediate supervisor shall give his written answer to the employee (grievant) within ten (10) working days of receipt of the grievance.

A written grievance shall contain the following:

- (a) It shall be submitted on a form furnished by the School District
- (b) It shall be signed by the grievant or grievants and the Chapter Chairperson;

- (c) It shall be specific;
- (d) It shall contain a synopsis of the facts giving rise to the alleged violations;
- (e) It shall cite the section or sub-sections of this contract alleged to have been violated;
- (f) It shall contain the date of the alleged violations;
- (g) It shall specify the relief requested;
- (h) It shall be signed and dated by the Employer representative and Union representative at each step of the grievance procedure, including all answers and appeals to the grievance(s).

STEP 3. If the answer is not satisfactory to the Union, it shall be presented in writing, by the Chapter Chairperson, to the Superintendent within ten (10) working days after the immediate supervisor's response is due, or received. The Superintendent shall sign and date a copy. The Employer and the Union shall meet to review the grievance(s); and such meeting shall be arranged between the Superintendent of Schools and the Union's Chapter Chairperson. The Superintendent of Schools shall respond to the Chapter Chairperson in writing within ten (10) working days after the meeting.

- STEP 4.
- (a) If the answer at Step 3 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council #25.
 - (b) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at STEP 3 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 #25 shall file a Demand for Arbitration in accordance with the American Arbitration Association's Rules and Procedures, within thirty (30) calendar days of said meeting between Council #25 and the Employer.
 - (c) The Arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.
 - (d) 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 fifteen (15) 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) The time limits herein provided may be waived or extended by mutual agreement in writing.
- (g) The dismissal of a probationary employee shall not be subject to the grievance procedure.

ARTICLE 14. 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 15. DISCHARGE AND SUSPENSION

- (a) 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.
- (b) Appeal of Discharge or Suspension. Should the discharged or suspended nonprobationary employee and the Union consider the discharge or suspension to be improper, it shall be submitted within ten (10) working days to STEP 3 of the Grievance Procedure.
- (c) 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 (1) year previously unless such infraction involves a morals charge.
- (d) Just Causes for Discipline or Discharge. The Employer agrees to discipline or discharge nonprobationary employees 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 in presence of students.
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 employees (unless it is in self-defense).
6. Falsification of personnel records, including application for employment if discovered within the first year of employment unless such falsification involves a morals charge.
7. Possessing concealed, unauthorized weapons or explosives on the Board of Education property or in their buildings.
8. In case of theft of school property.
9. In case of use or distribution of controlled substances (drug).

ARTICLE 16. SENIORITY (Probationary Employees)

- (a) New employees hired in the unit shall be considered as probationary employees for the first forty-five (45) working 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 forty-five (45) working 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 17. 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 with this bargaining unit, in accordance with the employee's last date of hire.
- (c) There shall be no seniority among substitute, seasonal or probationary employees.
- (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.
- (e) The Employer shall keep the seniority list up to date at all times and shall provide the Chapter Chairperson with up-to-date copies upon request.

ARTICLE 18. LOSS OF SENIORITY

An employee shall lose their 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 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 19. SHIFT PREFERENCE

- (a) Employees covered by this Agreement shall be allowed once each calendar year on the first day following the last day of student instruction, to exercise shift and job preference within their classification on the basis of seniority and qualifications for the position. Such rights may be exercised in writing to the Superintendent or his designee. 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 Chairperson. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.
- (b) Employees exercising such rights shall work a four (4) week trial period. During the four (4) week trial period, the employees 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 Chairperson 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) In the event of a vacant or open position, employees shall be notified and shall be allowed to bid and move on the basis of seniority and qualifications.

ARTICLE 20. SENIORITY OF OFFICERS AND STEWARDS

For the purpose of layoff only, provided they have the qualifications and ability to perform the work, the Chapter Chairperson and three (3) Stewards, in that order, shall head the seniority list of the unit during their term of office.

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 claims arising out of or with regard to Article 20.

ARTICLE 21. LAYOFF DEFINED

- (a) The word, "layoff" means a reduction in the work force.
- (b) In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representative at least ten (10) work days prior to the effective date of the layoff. At such meeting the Employer shall submit a list of classifications and employees affected. If the results of such meeting are not conclusive, the matter shall become a proper subject for the grievance procedure. However, the layoff shall not be delayed by the appeal of the 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 inverse order of seniority within their classifications, i.e., the least senior employee on the seniority list being laid off first, provided that the more senior employee is qualified to do the job; subject, however, to the exceptions set forth in Article 20.
- (d) Employees to be laid off will receive at least five (5) work days advance notice of the layoff. Within the five (5) day period, the affected employee may bump the next less senior employee within the classification, provided they meet the qualifications to do the job. Should there be no less senior employee within the classification, the employee may bump a less senior employee in another classification, provided they meet the qualifications to do the job. The five (5) day period specified above may be waived if mutually agreed to by both parties.

ARTICLE 22. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first, if they meet the qualifications for the vacant position. 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.

Employees on layoff shall be eligible for recall for a period of two (2) years.

ARTICLE 23. 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, upon their return to the bargaining unit, retain all rights accrued while in the unit 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 transfer 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 24. 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 employee bulletin boards in each building. Employees interested shall apply in writing to the Superintendent or his designee, 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 (4) week 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 Chairperson. In the event the senior applicant disagrees with reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Chapter Chairperson 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, upon request, the Chapter Chairperson with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Chapter Chairperson as to who was awarded the job.

- (c) During the twenty (20) working days 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 Chairperson 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.
- (f) The trial period in the instance of Maintenance vacancies, will be forty (40) work days.

ARTICLE 25. VETERANS (Reinstatement Rights)

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

ARTICLE 26. 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 27. 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. Child Care.
 3. Illness (physical, mental or pregnancy disability).
 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 the employee's seniority entitles him/her.
- (c) Three (3) members 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 (limited to twenty (20) working days per year). For the 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, as provided in Section (a) of this Article.

ARTICLE 28. OVERTIME AND RELATED MATTERS

- (a) 1. Time and one-half will be paid as follows:
- a.) For all hours over eight (8) in one (1) day.
 - b.) For Saturday, as such.
 - c.) For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.
2. Double time will be paid as follows:
- a.) For all hours worked on Sunday.
3. An employee called in for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half.
- (b) 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 monthly in a prominent place on the employee's 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. In the event there are no employees available from within their building, employees within the same classification from other buildings with the least amount of overtime will be called for overtime work. If there are no employees within the classification available, the Employer will offer the overtime work to employees in other classifications.

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.

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.

- (c) Only the Superintendent or his designee 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 the school plant or equipment are jeopardized, authorization may be secured after the overtime is performed.

ARTICLE 29. UNION BULLETIN BOARDS

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

ARTICLE 30. 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 the classification and rate are proper it shall be subject to negotiations.

ARTICLE 31. TEMPORARY ASSIGNMENTS

Temporary assignments to a higher classification for the purposes 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.

ARTICLE 32. 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 immediate supervisor 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 33. WORKER'S COMPENSATION (On-the-Job Injury)

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

ARTICLE 34. WORKING HOURS AND RELATED MATTERS

(a) Working Hours. The regular work day for 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 Superintendent or his designee after consultation with the Chapter Chairperson.
2. One (1) week prior to the opening day of school, each unit employee shall receive in writing from the Superintendent or his designee his specific working hours.
3. A change in the employees work day may be made by the Superintendent or his designee at any time, with one (1) week prior notice. The Superintendent or his designee shall notify the employee of the shift change and the reasons thereof. 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 inconclusive, the matter may be submitted through STEP 3 of the Grievance Procedure.

(b) The working hours for Food Service Employees. The normal work day shall be four (4) to six (6) hours per day Monday through Friday based upon operations in the building.

(c) Working hours for the Driver Utility Position. The normal work day shall be six and one-half (6-1/2) hours per day Monday through Friday.

It is further agreed that should additional hours of work be available, that the individual occupying this position shall be given the opportunity to work additional hours. It is agreed by the parties that the intent of this provision is not to circumvent any rights of either party elsewhere in this Agreement.

(d) Lunch Break and Rest Periods:

1. Each full-time 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.
- (e) **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.
- (f) **School Closing.** The following procedures will be utilized in the event of school closings:
1. Twelve Month Employees:

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.
 2. School Year Employees:

In the event the employer is required to make up a cancelled day of student instruction in order to receive full state aid payments, school year employees will not receive pay for the cancelled instructional day but will be rescheduled and paid on the scheduled make-up day.

In the event the employer is not required to make up a cancelled day of student instruction in order to receive full state aid payments, school year employees will not be required to report to work and will be paid for the cancelled instruction day.
 3. If the rules or regulations of the department of education or the law changes regarding the issue of the make-up of lost student instructional days, Section (f) will be subject to renegotiation at the request of either party.
- (g) 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.
- (h) 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 reasonability of such change, he may file a grievance and proceed through the Grievance Procedure. However, it is understood that the employee shall complete the required assignment while the grievance is being resolved.

ARTICLE 35. SICK LEAVE

- (a) Sick Leave is defined as absence caused by illness, or disability resulting from an accident to the employee. Injuries or illness attributed to the employees working for another employer shall not be allowed under this Article. Sick Leave time will be provided for all regular employees at the rate of one (1) day for every twenty (20) days worked. Accumulation is unlimited.

Up to three (3) sick leave days may be used per year for serious illness in the immediate family which are substantiated by a physician's statement. Immediate family for purposes of this paragraph shall be defined as spouse or child residing at home. In addition, the employee may choose to utilize personal leave time under Article 37.

- (b) Any employee who is absent because of injury compensable under the Michigan Worker's Compensation Law will be paid the difference between the benefits received under the Michigan Worker's Compensation Law and one-hundred percent (100%) 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.
- (c) 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.
- (d) 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.
- (e) The Employer shall inform all employees of their number of accumulated sick leave days prior to July 1 annually.

ARTICLE 36. FUNERAL AND BEREAVEMENT LEAVE

- (a) An employee shall be allowed at his request up to five (5) work days, with pay, as Funeral and Bereavement Leave for a death of a spouse, son, daughter, parent or parent of spouse. This 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: Brother, Sister, Grandchild, Grandparents, Brother-in-Law, Sister-in-Law, 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 37. PERSONAL LEAVE

Two (2) Personal Leave days per year (July 1 - June 30) with pay, not to be deducted from Sick Leave, may be used for the purpose of personal business. Requests for such leave must be submitted in writing in advance to the Superintendent of Schools or his designee. Reason for the proposed leave must be stated in the request. No Personal Leave shall be allowed immediately prior to or following a vacation period.

ARTICLE 38. HOLIDAYS

- (a) Whenever used in this Agreement, the term "holiday" shall mean one (1) of the following days for Custodial/Maintenance employees:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	New Year's Eve

Whenever used in this Agreement, the term "holiday" shall mean one (1) of the following days for Food Service employees:

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

- (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 (1-1/2) times the actual number of hours worked, if the holiday falls on a regularly scheduled work day -- in addition to 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.
- (e) If a holiday falls on a Saturday or Sunday, the Friday before or the Monday after shall be considered the holiday, whichever is determined by the Employer and the Union. Not later than October 1 each year, the Union and Employer will determine the specific dates and distribute the list of dates to bargaining unit members.

ARTICLE 39. VACATION ELIGIBILITY

- (a) Each full-time employee shall earn credit for paid vacation time in accordance with the following schedule:
 - 1. Period of probationary employment - none.
 - 2. An employee who has been with the Ionia Public Schools less than one (1) year shall be allowed five-sixths (5/6) of one (1) working day for each calendar month of employment prior to July 1 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.
 - 5. After ten (10) years of employment - twenty (20) days per year.
- (b) For purposes of computing vacation leave credits, all employees shall have their vacation credits computed in accordance with their anniversary date of hire.

ARTICLE 40. VACATION PERIOD

- (a) 1. Those employees having four (4) weeks vacation: up to three (3) employees (on a rotational basis) and not more than one (1) employee per building, may upon approval, take up to two (2) weeks of vacation during the school year.

In the event the number of employees eligible for four (4) weeks vacation who request vacation during the school year does not exceed the above referenced limits, requests for vacations of up to one (1) week during the school year may be approved for employees eligible for three (3) weeks vacation.

2. In the event more than one employee applies for the same time period, the most senior employee will be given the approval, but approval shall also be upon rotation.
3. Scheduled vacations may be changed for emergencies and extenuating circumstances.
- (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) Vacation requests shall be submitted in writing no later than May 15 of each year. Thereafter, vacations shall be scheduled by the Superintendent, or his designee. 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 (2) or more employees request the same vacation time, vacations shall be scheduled by seniority. In the event two (2) or more employees have the same seniority date, seniority shall be determined by lot.

ARTICLE 41. 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 providing he notifies the payroll clerk three (3) weeks prior to the pay period.

ARTICLE 42. INSURANCE BENEFITS

- (a) Upon acceptance by the insurance company of an eligible full time employee's application, the Board agrees to purchase health care protection for each employee through a one person, two person, or full family coverage, provided the employee is not eligible for substantially the same coverage through any other source, without cost to the employee, including the employment of a spouse by the Board.

The policy which will be available if the Blue Cross-Comprehensive Hospital Care Certificate 959 Semi-Private Room - Riders D45NM 288, DCCR 2287, CC2286, opc 2290, IMB 2289, XF 627, SA 244 Blue Shield MVF-2 Preferred Group Benefit Certificate 1880 Prescription Drug Group Benefit Certificate PD 87 (no deductible) Blue Shield Riders ML 1892, SD 4652, PD-EL 94, FAE 4637, VST 4664 Blue Cross-Blue Shield Master Med Supplemental Benefit Certificate 2004, Blue Cross-Blue Shield Riders MM-M 2054, MM-DED 2053, MM-C 2055, MMAL-BP 4801-7 COB-3 054-5 Reciprocity.

The employer agrees to pay this premium for the prescribed policy for the employee, and/or his eligible dependents, during an employee's absence as the result of any injury or illness, provided such absence does not exceed six months in length, and provided that any injury is directly related to his employment with the school district.

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 the same coverage" 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 Chairperson and an employee of the Chairperson's choice, who is not affected by any decision of the Committee.

The Board agrees to pay, upon submission of charges by the employee, any deductible costs up to \$100 per person or the maximum of \$200 in deductible costs for two (2) or more of his dependents covered by the policy.

- (b) The Board agrees to continue premium payments toward the purchase of \$10,000 term life insurance.

The Board retains the right to bid out such coverage.

- (c) Employees of this bargaining unit may participate in other insurance alternatives provided through the Board of Education for group rates, providing the employee pays the cost for such coverage.
- (d) Upon acceptance of written application of eligible full time employees and their dependents by the insurance company, the Board agrees to provide appropriate premium payments toward S.E.T. dental 50/50 with Class I incentive.

ARTICLE 43. 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 44. 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 45. 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 12. 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 2 of the Grievance Procedure.

ARTICLE 46. 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 47. 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 48. 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 49. TUBERCULIN TESTING ✧

The Board shall require evidence of freedom from communicable Tuberculosis as a condition of entering its employment, thereafter, in compliance with applicable law, for all full and part-time personnel employed by the Board on the basis of tests administered as hereinafter provided, and shall be 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 50. 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 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 51. CLOTHING ALLOWANCE

- (a) The Board will provide one (1) new uniform at the start of the 85-86 school year. All current and new custodial/maintenance employees shall be provided with three (3) sets of shirts and pants to be worn as uniforms while on duty. Thereafter, the uniforms will be replaced as deemed necessary by the Employer but not to exceed two (2) sets of shirts and pants per year provided that said replacements shall not be arbitrarily denied. Uniforms are the property of the Employer and shall be returned by any employee leaving the employ of the Employer.
- (b) Food Service Employees' Clothing Allowance. The Employer will pay an annual clothing allowance to each employee for the purchase of work clothing. Total of the payment for a year will be \$120 with one third (1/3) (\$40.00) to be paid at the conclusion of every three (3) months work during the school year.

ARTICLE 52. SAFETY

Any employee's safety apparel or equipment required by the Employer or state or federal laws will be provided by the Employer.

ARTICLE 53. REPORT PAY

When employees report for work as scheduled, and no work is available to perform, they will be paid for two (2) hours' time for reporting.

ARTICLE 54. APPENDICES

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

- Appendix A - Pensions
- Appendix B - Longevity
- Appendix C - Classification and Rates

ARTICLE 55. TERMINATION AND AMENDMENT

- (a) This Agreement shall remain in full force and effect until June 30, 1990, 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, or its intention to terminate or amend this Agreement.
- (b) It is expressly understood, however, that any portion(s) of this Agreement 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, 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 #25 AFSCME, AFL-CIO: 1034 N. Washington Avenue, Lansing, MI 48906; and if to the Employer, addressed to 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 56. EFFECTIVE DATE

This Agreement shall become effective as of July 1, 1987.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 17th day of August, 1987.

FOR THE UNION:

FOR THE EMPLOYER:

McQuinn

David P. Parnow

B.H. Cole 10-21-87

Lynn Sterner

Bill Wagner 10-21-87

Shp. Rogers 10-21-87

Jane Dippiniski 10-21-87

Anna Guernsey 10-21-87

APPENDIX A. RETIREMENT AND PENSIONS

All employees shall be covered through the Michigan School Employees Retirement Fund and the Employer shall pay the employee's contribution.

- (a) Currently employed employees who were actively employed prior to July 1, 1978, shall be allowed to continue to work beyond their 70th 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) All employees covered by this Agreement shall retire at the conclusion of the school year during which they reach their 70th birthday. An extension for one (1) year at a time may be approved providing the employee submits a statement from a school approved physician indicating a health condition favorable to another year's employment and the Superintendent or his designee recommends such in writing that an extension be granted.

The employee's written request for an extension and medical statement must be submitted thirty (30) days prior to the end of the school year during which the employee reaches age 70 or any subsequent year for which extension is desired.

- (c) In appreciation for services to the school district a terminal benefit shall be provided for eligible employees who have served the Ionia Public Schools in this bargaining unit for ten (10) years or more. The benefit shall be computed on the basis of \$30 per year of service. This is receivable upon entry into full retirement. Full retirement is defined as eligible and application in process for Michigan School Employee's Retirement Fund.

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

APPENDIX B. LONGEVITY

- (a) All full-time employees shall be granted longevity pay on their anniversary date as follows:
 - 1. Completed ten (10) years service in this school district, \$150 annually.
 - 2. Completed fifteen (15) years service in this school district, \$250 annually.
 - 3. Completed twenty (20) years service in this school district, \$350 annually.

4. Completed twenty-five (25) years service in this school district, \$450 annually.
5. Completed thirty (30) years service in this school district, \$550 annually.

(b) Part-time employees shall receive one-half (1/2) of the amount as specified above.

APPENDIX C. CLASSIFICATIONS AND RATES (Per Hour)

(a) The following rates of pay per classification and step shall be paid pursuant to and in accordance with an employee's anniversary date of hire as defined by Article 16, Section (a).

Effective 7/1/87

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
Custodian	\$8.05	\$8.26	\$8.47	\$8.68
Maintenance	8.43	8.64	8.85	9.06
Utility Custodian Ground Maintenance I & II	8.43	8.64	8.85	9.06
Delivery Utility	7.39	7.60	7.81	8.02
Food Service	6.66	6.82	7.03	
Maintenance/Custodian	8.30	8.51	8.72	8.94

Effective 7/1/88

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
Custodian	\$8.41	\$8.63	\$8.85	\$9.07
Maintenance	8.81	9.03	9.25	9.47
Utility Custodian Grounds Maintenance I & II	8.81	9.03	9.25	9.47
Delivery Utility	7.72	7.94	8.16	8.38
Food Service	6.96	7.13	7.35	
Maintenance/Custodian	8.67	8.89	9.11	9.34

Effective 7/1/89

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
Custodian	\$8.91	\$9.15	\$9.38	\$ 9.61
Maintenance	9.34	9.57	9.81	10.04
Utility Custodian Grounds Maintenance I & II	9.34	9.57	9.81	10.04
Delivery Utility	8.18	8.42	8.65	8.91
Food Service	7.38	7.56	7.79	
Maintenance/Custodian	9.19	9.42	9.66	9.90

- (b) Employees required and authorized by their supervisor to provide their own transportation to travel from building to building on school business, shall be reimbursed at the uniform rate, established by the Board, for mileage for all employees.
- (c) Effective upon ratification of the 1987-90 agreement by the Board of Education, the day shift custodian position at Jefferson will be changed to the Maintenance/Custodian classification. Should the incumbent employee (Ila Orwig) leave the Jefferson position, the parties will conduct a special conference (Article 12) to discuss whether to continue the position as Maintenance/Custodian or revert to a Custodian classification.

LETTER OF AGREEMENT #1

The Board hereby agrees and recognizes that no employee shall be disciplined or reprimanded for the condition or security of school buildings as a result of the condition of the buildings at the beginning of the first shift Monday, provided that the building was left properly secure on Friday, at the end of the last shift, and further provided that the building was used for non-school related activity on Saturday or Sunday and further provided that no employee was called in for weekend security.

The parties hereby stipulate that the night shift employees are only responsible for the set-ups as scheduled in writing by the building principal.

EMPLOYER

UNION

David Pennon
Lynn Sterner

Glenn
B. Holes 10-21-87

LETTER OF AGREEMENT #2

AGREED: That custodians working out of their classification as painters, if asked to work more than one hour, shall receive maintenance pay.

If there are painting jobs to be done it should be offered by seniority by per building or grounds dept.

If painter works more than one hour, pay shall be for the entire time.

Employee will not be paid unless requested to do this extra work by Superintendent or his designee.

EMPLOYER

UNION

David Pennow

Lynn Sterner

Joe Orwig

G. H. Holen 10-21-87