

6/30/90

1522

# AGREEMENT

Between

IONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION

and

IESPA-MEA/NEA

*Ionia Public Schools*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

1987-1990

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ARTICLE I

AGREEMENT

This Agreement is made and entered into by and between the Board of Education of the Ionia Public Schools, hereinafter called the "Board" and the Michigan Education Association, hereinafter called the "Union". In accordance with its constitution, MEA does hereby authorize the Ionia Educational Support Personnel Association as its local agent.

## ARTICLE 2

### RECOGNITION

The Board hereby recognizes the Union as the sole and exclusive bargaining representative, as defined in Public Act 379, 1965, for all full-time and regular part-time school aides, secretarial/clerical employees (including Athletic Director and Resource Room secretaries), and bus drivers but excluding: substitutes, supervisory, administrative personnel, the secretary to the Superintendent, head bookkeeper, head payroll clerk, Assistant Payroll Secretary, Business Manager, Assistant Payroll Clerk, Secretary to the Assistant Superintendent and Special Education Director, Assistant Bookkeeper, Food Service Bookkeeper and other positions within the Central Administration Offices which are secretarial/clerical and financial in nature, transportation supervisor, and all other employees. The term employee when used hereinafter in the Agreement shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined and references to female employees shall include male employees.

It is further understood that, in the event any bargaining unit position (as above) is transferred to the Lakewood/Ionia Adult Community Education program, and later reinstated as an Ionia Board administered program, that position(s) including night shift coordinator shall be reinstated to this bargaining unit.

## 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 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 hereof, 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 RIGHTS

#### A. Non-Discrimination

1. The Board agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining. The Board agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Michigan, or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of her membership in the Union; her participation in any activities of the Union or collective negotiations with the Board, her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
2. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights she may have under the Michigan General School Laws or the applicable laws and regulations.
3. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, political activities, color, national origin, age, sex, or marital status.

#### B. Discipline

1. No seniored employee shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.
2. An employee shall be entitled to have present a representative of the Union during any meeting which may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Such representation must be made within five (5) work days of the request. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Board of the right to representation under this provision of the Agreement.

#### C. Files and Records

1. An employee will have the right to review the contents of her personnel records excluding initial references, of the district pertaining to the employee originating after initial employment and to have a representative of the Union accompany her in such review.

ARTICLE 4 - EMPLOYEE RIGHTS (continued)

2. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the materials in question. Any employee's signature on materials indicates awareness of and not necessarily agreement with the material.

ARTICLE 5

UNION RIGHTS

The Union shall have, in addition to other rights expressly set forth or provided by statutes, the following rights:

A. Special Conferences

Special conferences for important matters will be arranged between the Union President and the designated representative of the Board upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of the Board.

B. Bulletin Boards and School Mails

The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials. The Union shall also have the right to use the school mails to distribute Union material.

C. Use of Facilities and Equipment

The Union shall have the right to use school facilities for meetings and school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

D. State and National Union Representatives

Duly authorized representatives of the state and national levels of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with nor interrupt normal school operations.

E. Union Representation

There shall be nine (9) stewards for the purpose of employee representation. There shall be one steward per building and one (1) from the bus garage. Stewards shall be regular employees of the bargaining unit. The Union shall furnish in writing, to the Board, the names of Stewards upon their election or appointment. Within reasonable time limits, stewards, during working hours, without loss of time or pay, may represent employees and investigate and present grievances to the Board. Should it become necessary for a Steward to leave her place of work in order to represent an employee or investigate a grievance, the steward shall notify her supervisor and give the name of the employee she is going to see. The Steward shall notify the supervisor upon her return to work.



ARTICLE 5 - UNION RIGHTS (continued)

F. Relevant Information

The Board agrees to furnish, in the form in which it is available in the records of the district, to the Union in response to reasonable written request from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations, as required by law and other information necessary to contract administration and collective bargaining. Costs of materials for duplication of such information and other reasonable costs shall be borne by the Union if documented and requested by the Superintendent.

G. Bargaining Unit-Work

1. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this agreement where the result is a reduction of hours or layoff of covered employees. The Board agrees that supervisors of non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when employees are not available or have refused to do the work as assigned except in cases where unsafe conditions are being charged by an employee. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.
2. The Board will not sub-contract work unless (a) the skills and equipment needed to perform the work specified are unavailable in the school system or (b) the schedule for such work cannot be met with the equipment or skills available for such work or (c) the subcontracting is justified by cost efficiency to the employer provided the result does not result in a reduction in hours or layoff or covered employees.
3. It is clearly understood that the use of unpaid volunteers shall in no way constitute a violation of provisions (1) or (2) above regarding bargaining unit work or subcontracting of bargaining unit work so long as such volunteers and/or subcontractors do not perform services of any designated bargaining unit positions in existence as of May 1, 1983. It is not the intent of the Board to eliminate bargaining unit positions and replace with volunteers.

ARTICLE 5 - UNION RIGHTS (Continued)

4. Article 5, Sections G (1-3) are not applicable to bus driving work:

(a) Coaches, teachers, administrators, volunteers, or other individuals shall be permitted to transport students in cars, buses or vans to extra trip related activities.

Except where charter services are utilized, or as is permitted above, regular bus drivers will be given first opportunity to drive extra trips when the district utilizes regular buses.

(b) Classroom instructors who in conjunction with their assignment (e.g., agricultural teacher) have driven a bus, van or car in the past will be permitted to continue to do so.

(c) In other cases outside of the scope of Sections 4(a) and (b), the District will not subcontract bus driver work, transfer such work to others employed by the Board or utilize volunteers to perform bus driving work without giving notice to the Union and an opportunity to bargain if demanded by the Union.

H. The Employer shall provide, at no cost to the Union, up to a total of twenty (20) working days per year of released time to attend a function of the Union, such as conferences, training sessions, and conventions. No more than three (3) unit members at any one time may utilize such released time.

ARTICLE 6

AGENCY SHOP

- A. Any employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) calendar days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Union provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in the following paragraph. In the event that an employee shall not pay such Service Fee directly to the Union or authorize payment through payroll deduction, as provided in the following paragraph, the Board shall, at the written request of the Union, terminate the employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment. No employee will be terminated during the pendency of an appeal regarding the level of service fee established by the Union.
- B. Within ten (10) calendar days of non-compliance, the Union shall notify the employee of such non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) calendar days for compliance, and shall further advise the recipient that a request for discharge shall be filed with the Board in the event such compliance is not affected. This termination shall take effect within thirty (30) calendar days of the request for discharge.
- C. The Union agrees to indemnify and save the Board, each individual Board Member, and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability, and all court or administrative agency costs that might arise out of, or by reason of action taken by the Board for the purpose of complying with Paragraph B. of this Article, provided that this compliance was demanded by the Union in writing, and that the Union provides the legal counsel.

ARTICLE 7

PAYROLL DEDUCTIONS

- A. Upon written authorization from the employee, the Board shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions to NEA-PAC, MEA-PAC, annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Union and the Board.
- B. The authorized deduction of dues and service fees shall be made from a regular paycheck each month - September through June. The Board agrees to promptly remit to the Union all monies so deducted accompanied by an alphabetized list of employees from whom deductions have been made. In cases when a deduction is made that duplicates a payment that an employee has already made to the Union, or in any other situation where a refund is demanded by an Employer, said refunds are not the responsibility of the Board.
- C. The Union shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Union for the purpose of payroll deduction of dues.

## ARTICLE 8

### GRIEVANCE PROCEDURE

- A. Definition: A claim or complaint by an employee or group of employees that there has been a violation, misinterpretation, or misapplication of the provisions of the agreement.

The following matter shall not be the basis of any grievances filed under the procedure outlined in this Article:

1. The termination of services of any probationary employee.

- B. General Conditions

A written grievance shall be filed on the form in Appendix B.

Any written grievance not filed in accordance with the requirements of this article shall be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

The term "days" when used in this Article shall mean work days. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.

Grievances shall be signed by the grievant(s) or the local union president.

Grievances not within the power of the immediate supervisor to resolve may be entered at Formal Level Two (2) of the procedure.

- C. Hearing Levels

#### Level 1

When a cause for complaint occurs, the affected employee(s) shall request a meeting with her immediate supervisor within fifteen (15) days from the date of the alleged occurrence of the event upon which the complaint is based in an effort to resolve the complaint. The Union may be notified and a representative thereof present with the employee at such meeting. If the employee is not satisfied with the result(s) of the meeting, she may formalize the complaint in writing as provided hereunder.

If a complaint is not resolved in the informal conference between the affected employee(s) and her immediate supervisor, the complaint may be formalized as a grievance. It shall be submitted, in writing to the Superintendent or his designee, within five (5) days of the meeting with the supervisor and the employee. A copy of the grievance shall be sent to the Union and the immediate supervisor.

#### Level 2

Within seven (7) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Union on

ARTICLE 8 - GRIEVANCE PROCEDURE (continued)

the grievance. The Superintendent or designee, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and the grievant(s).

Level 3

If the grievance is not resolved to the Union's satisfaction the Union may appeal the grievance to arbitration within ten (10) days of the disposition of said grievance. No individual employee shall have the right to pursue a grievance to arbitration under this clause without the approval of the Union in writing. If the parties can't reach mutual agreement on an arbitrator, the matter will be submitted to the American Arbitration Association, for the selection of an arbitrator in accordance with its rules and regulations. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. The fees and expenses of the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding upon the parties.

- D. For the purpose of assisting an employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Board shall permit an employee and/or a Union representative access to and the right to inspect and acquire copies of her personnel file and any other files or records of the Board which pertain to the employee or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

ARTICLE 9

EMPLOYEE PROTECTION

- A. Any case of assault by a student upon an employee, while on the Board's property or acting in the line of duty, shall be promptly reported to the Board.

Should the Board determine that such a course is necessary, then legal counsel shall be provided to advise the individual of her rights and obligations with respect to such assault and shall promptly render reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

- B. In case of an assault by a student on an employee acting in the line of duty, causing damage to the employee's personal property, the Board shall make an equitable financial reimbursement for the repair or replacement of such property up to two hundred fifty dollars (\$250.00), unless such loss is covered by insurance or any other source.



## ARTICLE 10

### PAID LEAVE

#### A. General Conditions/Illness and Disability Leaves

1. The Board shall furnish each employee with a written statement at the beginning of each school year setting forth accumulated sick leave.
2. Sick leave days will accumulate at a rate of one (1) day for each twenty (20) days worked. Unused sick leave shall accumulate to 190 days maximum.
3. Sick leave days may be utilized by an employee for the following:
  - (a) Personal Illness or Disability - The employee may use all or any portion of her leave to recover from her own illness or disability.
  - (b) Up to three (3) days per year may be used for illness in the immediate family. Immediate family is defined as spouse and children. In addition, the employee may choose to use his/her personal leave days as outlined in Section C of this Article.
  - (c) For medical appointments for the employee or the employee's immediate family (spouse and/or children). In addition, the employee may choose to use his/her personal leave days as outlined in Section C of this Article.
4. Any employee who is absent due to an injury compensable under Michigan Worker's Compensation Law will be paid the difference between the benefits received under the Michigan Worker's Compensation Law and her regular weekly straight time earnings. Such difference will be deducted from the employee's accumulated sick leave credits on a pro rata basis until the accumulated sick leave credit has been exhausted. Upon exhaustion of accumulated sick leave days, the employee shall receive only the amount provided by Worker's Compensation.
5. The Board reserves the right to require a physician's statement prior to an employee's return to work from sick leave for three (3) days or more or at other times when there is reasonable cause to suspect abuse.

B. Jury Duty - An employee who serves on jury duty will be paid the difference between her pay for jury duty at her regular rate of pay. Employees shall be at work at all reasonable times when not serving as a juror.

C. Personal Leave: Employees may be granted two (2) days per year, not to be deducted from accumulated sick leave for activities that cannot be done on weekends or after work. Except in emergency situations, requests for such leave shall be submitted to the Superintendent or his designee at least forty-eight (48) hours prior to use. Requests for such leave must be accompanied by a written statement explaining the reason for such leave request. It is expressly understood by way of illustration, that such days shall not be used for the following:



ARTICLE 10 - PAID LEAVE (continued)

- (1) recreational pursuits
- (2) seeking other employment
- (3) to extend weekends, holidays or vacation periods.

D. Funeral/Bereavement Leave

1. An employee shall be allowed at her request up to five (5) work days per incident, with pay, as Funeral and Bereavement Leave for a death of spouse, son or daughter, brother or sister, parent or parents of spouse. The time shall not be deducted from Sick Leave.
2. An employee shall be allowed, at her 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: grandchild, grandparents, or a dependent in the immediate family).
3. At her request an employee shall be allowed one (1) work day per year with pay as Funeral Leave to be deducted from her accumulated Sick Leave for a death of a relative not defined in (1) or (2) above, or a close friend or Union member.
4. Unused funeral/bereavement leave shall not accumulate.

E. Article 10 shall apply to bus drivers effective February 1, 1987. Bus drivers will be responsible for securing a substitute in accordance with Appendix B.

F. Authorized paid leave time under Article 10 will be granted in increments of not less than fifteen (15) minutes.

ARTICLE 11

HOLIDAYS

A. Paid holidays for bargaining unit employees shall be as follows:

1. Twelve month employees:

New Years Day  
Good Friday (if school is dismissed)  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday following Thanksgiving (if school is dismissed)  
Christmas Eve  
Christmas Day  
Day after Christmas Day  
New Years Eve

2. School year employees:

New Years Day  
Good Friday (if school is dismissed)  
Memorial Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day  
Day after Christmas Day  
New Years Eve

B. Employees will be paid for said holidays at their current rate based on their regularly scheduled work day.

C. Should a holiday fall on a Saturday, Friday shall be considered as the holiday. Should a holiday fall on a Sunday, Monday shall be considered as the holiday.

D. Unless an absence is approved by the Superintendent, an employee must work the day before and following paid holidays in order to be eligible for holiday pay.

## ARTICLE 12

### VACATIONS

- A. Twelve (12) month employees will earn credit toward vacation pay 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 full-time equated employment - ten (10) days per year.
  4. After five (5) years of full-time equated employment - fifteen (15) days per year.
  5. After ten (10) years of full-time equated employment - twenty (20) days per year.
- B. For the purpose of computing vacation leave credits, all employees shall be considered as having a common anniversary date of June 30 of each year.
- C. Employees who have not worked a full twelve (12) months by June 30 of any year shall be granted a pro rata portion of vacation in accordance with the schedule in Section A above.
- D. Employees will be paid for said vacation days at their current rate based on their regularly scheduled work day.
- E. Requests for vacation days must be received at least ten (10) working days prior to the requested date of vacation. Vacations shall be scheduled by the Superintendent or his designee. Where more than one (1) request for vacation is received for the same time period, seniority shall govern.
- F. Vacations will be granted at such times as will cause minimal disruption of District services.
- G. Vacations may not be accumulated from year to year or be waived in lieu of pay.
- H. Should a holiday occur during an approved vacation, the vacation will be extended accordingly.
- I. If an employee becomes ill and is under the care of a duly-licensed physician (in which event illness must be certified) during her vacation, her unused vacation days may be rescheduled.

## ARTICLE 13

### UNPAID LEAVES

#### A. General Conditions

1. Leaves of absence without pay or benefits up to one (1) year in duration shall be granted upon written request from an employee without loss or accumulation of seniority for any of the purposes defined in Section B. Such leave may be renewed, upon petition of the employee, for (1) additional year.
2. Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of said leave.
3. An employee returning from a leave of absence shall be reinstated to the position and classification she held when the leave began, or a like and similar position. At least thirty (30) days prior to the date a leave is scheduled to expire, an employee shall notify the Board of her intent to return to work. Employees may request early termination of such leaves and the Board shall make reasonable attempts to reinstate the employee as soon as possible.
4. An employee failing to return from leave of absence at the date stipulated on the leave request form shall be considered terminated from employment with the Board.

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

1. Military Leave - A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be placed in the same or similar position. Employees returning from such leave must provide sufficient proof of discharge. Such leave shall last for the duration of the military service plus forty-five (45) days. Such leave shall be without accumulation of seniority or increment credit.
2. Parental/Child Care - A leave of absence may be granted to any employee for the purpose of child care. Said leave shall commence upon request of the employee. A pregnant employee may commence said child care leave at her option. Likewise, she may terminate the leave anytime after the birth of the child provided that she is physically able to perform her work responsibilities. In the event of the death of the object child of the leave, the leave of absence may be terminated upon request of the employee.
3. Education - An employee may be granted a leave of absence for the purpose of continuing formal education. Leaves under this provision shall be limited to a total of two years within a five year period.
4. Home Conditions - An employee shall be granted a leave of absence for illness in the immediate family or matters of an urgent family nature. Request for successive leaves under these provisions require the approval of the Board.
5. Illness of the employee.

ARTICLE 14

SENIORITY

- A. Seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's most recent date of hire. In the event that one individual has the same starting date of work, position on the seniority list shall be determined by casting lots.
- B. Probationary employees shall have no seniority until the completion of a forty-five (45) work day probationary period at which time their seniority shall revert to their first day of work.
- C. The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union.
- D. Any employee who has been incapacitated at her regular work may elect to take a vacant position which she is able to perform. Such election shall be limited by the ability of the employee and the length of the employee's seniority.
- E. An employee on unpaid leave shall have her seniority "frozen" for the duration of the leave. However, an employee on an unpaid medical leave shall continue to accrue seniority for up to one year, but not for the purpose of advancement on the salary schedule.
- F. Seniority shall be lost by an employee upon termination, resignation, retirement from the bargaining unit, or the failure to return from a leave or layoff as elsewhere stipulated in this Agreement. An employee transferring out of the bargaining unit shall retain all rights and benefits accrued while in the bargaining unit upon her return to the bargaining unit.

ARTICLE 15

REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- A. Layoff shall be defined as a reduction in the work force. Prior to engaging in a layoff, the Board shall attempt to reduce the work force by attrition, voluntary layoff, early retirement and voluntary unpaid leaves of absence. The Board and the Union shall meet to discuss the need for a reduction and the various means to that end.
- B. No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least sixty (60) calendar days prior to the effective date of the layoff, or, when such sixty (60) calendar day notice is not possible due to circumstances beyond the control of the Board, at the earliest possible date.
- C. 1. Secretary and Aide Job Classifications
- In the event of a reduction in work force, the Board shall first lay off probationary employees, then the least senior employees, provided there are employees with the ability to do the remaining work. In no case shall a new employee be employed by the Board while there are laid off employees who are qualified for a vacant or newly-created position. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified.
2. Bus Driving Classifications:
- In the event of a reduction in work force, the Board shall first lay off probationary employees, then the least senior employees, provided there are employees with the ability to do the remaining work. In no case shall a new employee be employed by the Board while there are laid off employees who are qualified for a vacant or newly-created position.
3. General Conditions:
- There shall be no "bumping" between the two groups set forth in C(1) and C(2) above. Recall rights as provided in Section E below will be limited to the group from which the employee is laid off.
- D. A laid off employee shall upon application, and at her option, be granted priority status on the substitute list according to her seniority. Laid off employees eligible for insurance coverage may, subject to provisions of the carrier's policy, continue their insurance benefits by paying the regular monthly per-subscriber rate premium for such benefits to the Board. Such payments shall be made through the Board, in advance of each period of coverage.
- E. Employees shall be recalled in inverse order to layoff to any position for which they are qualified for up to two (2) years.

ARTICLE 15 - REDUCTION IN PERSONNEL, LAYOFF AND RECALL (continued)

- F. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to her current mailing address. A recalled employee shall be given at least seven (7) working days from receipt of notice to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to work for which she is qualified and that is equal to 75% of her total previous compensation shall forfeit her seniority rights.
- G. The President, and Grievance Chairperson of the Union shall hold "super seniority" during their terms of office. Super seniority shall make these officers of the Union the most senior employees for the purposes of this article.

The Union agrees to indemnify and save the Board, each individual Board Member, and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability, and all court or administrative agency costs that might arise out of, or by reason of action taken by the Board for the purpose of complying with Paragraph G of this Article. The Association shall have the right to select the legal counsel.



## ARTICLE 16

### VACANCIES AND TRANSFERS

- A. A vacancy shall be defined as any position, either newly created or a present position, that is not filled. Article 16 shall not apply to bus driving positions.
- B. All vacancies to be filled shall be posted in a conspicuous place in each building of the district for a period of six (6) working days. Said posting shall contain the following information:
  - 1. Job Description
  - 2. Location of work
  - 3. Starting date
  - 4. Rate of pay
  - 5. Hours to be worked
  - 6. Classification
  - 7. Minimum requirements

A copy of each posting shall be sent to the Union Secretary. Interested employees may apply in writing to the Superintendent, or designee, within the six (6) working day posting period. The Board shall notify employees of vacancies occurring during the summer months (June, July, August) by sending notice to the Union.

- C. Vacancies shall be filled with the most senior qualified applicant from within the bargaining unit provided that no applicant within the unit is demonstrably superior to others. When applicants' qualifications are substantially equivalent, the most senior qualified applicant from within the bargaining unit shall be appointed to the vacancy. In no case will a vacant position be filled from outside the bargaining unit so long as there are applicants from the bargaining unit who possess the minimum qualifications for the job.
- D. Within ten (10) working days after the expiration of the posting period, the Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union.
- E. In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a twenty-one (21) working day trial in which to show her ability to perform on the new job. The Board shall give the employee promoted or transferred reasonable assistance to enable her to perform up to the standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to her previous assignment. Such previous assignment may be filled during the trial period with a substitute.
- F. The parties agree that involuntary reassignment of employees are to be minimized and avoided whenever possible.



ARTICLE 16 - VACANCIES AND TRANSFERS (continued)

- G. Any employee asked by a supervisor to temporarily assume the duties of another employee for more than one day will be paid the rate for those duties. An employee's pay rate shall not be reduced by any temporary change in duties.
- H. 1. Each year, at least three (3) days prior to the first scheduled day of student instruction, a meeting of all aides will be scheduled to determine assignments for the upcoming school year.
2. At the meeting, a list will be presented which identifies available assignments according to the expected hours of each assignment.

Aides will select the number of hours of work desired from the list based upon seniority. Aides may request assignment to a specific building or position within a building and if denied, will be provided with a written reason for denial if requested. Denial of a request shall be based upon qualifications or other reasonable or just causes.

The parties recognize that later adjustment of hours (increase or decrease) may be necessary.

3. Except as provided in section 4 below, after the meeting, any change in hours (increase or decrease) will be made in each affected building on a seniority basis. No interbuilding realignment of aides is required or permitted.
4. After school begins, any aide's position which is scheduled to be increased by two (2) or more hours per day will be posted in accordance with the procedures of Article 16.
5. Upon request by the Union, the Administrator will meet with the Union President prior to the annual bid meeting.

## ARTICLE 17

### WORKING CONDITIONS

- A. Employees shall not be required to assume additional duties because of the absence of certified personnel.
- B. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- C. The normal work week for all employees is Monday through Friday.
- D. The normal work day for employees shall be between 6:30 A.M. and 5:00 P.M. The minimum call-in pay for emergency situations shall be two (2) hours.
- E. On teacher conference days, where the administration indicates work is available, classroom aides may at their option elect to work or may take the time off without pay.
- F. Employees working six (6) or more hours per day shall be entitled to two (2) ten (10) minute break periods. Employees working less than six (6) hours per day shall be entitled to one (1) ten (10) minute break period per day. Specific times for break periods will be arranged with the immediate supervisor. Article 17, Section F, shall not apply to bus drivers.
- G. No employee shall be required to enter a building alone or to be left alone in a building.
- H. The Board shall provide adequate rest areas, lounges and restrooms for Employee use.
- I. The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employees assigned work area. The Board or its designated representative shall take reasonable steps to relieve the employee of responsibilities with respect to students who are disruptive or repeatedly violate rules and regulations.
- J. 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.

ARTICLE 18

JOB DESCRIPTIONS

- A. Following the ratification of this Agreement, the Board will endeavor to establish job descriptions covering all bargaining unit job classifications.
- B. These job descriptions shall generally outline the major duties and responsibilities of each classification.
- C. Job descriptions shall accompany posting for vacancies.
- D. The Union agrees to provide assistance and input in the process of establishing job descriptions.

ARTICLE 19

SCHOOL CLOSINGS

- A. 1. When schools are closed on any regularly scheduled work days due to inclement weather, the following employees are expected to be on duty and shall receive their regular daily compensation:
- (a) Secretaries at the High School, Junior High, and Elementary levels.
  - (b) Twelve month employees.
2. All other employees are not to report to work and shall not receive pay for said days, except that if the Board decides to make up the days all employees shall be expected to report to work on any and all make-up days.
- B. 1. Secretaries and Aides:
- When school operations are closed due to inclement weather during the employees' regularly scheduled work day, employees shall be permitted to leave work without loss of salary for that day. It is understood that consistent with the individual(s) assignment, employees shall remain long enough to take care of required responsibilities.
2. Bus Drivers:
- When school operations are closed due to inclement weather during the bus drivers regular work day, drivers will complete work assigned by supervision and will be paid only for runs completed.
- C. The provisions outlined in A and B above will also be utilized in the instance of other school closings on scheduled days of student instruction.

ARTICLE 20

COMPENSATION

- A. The basic compensation shall only be as set forth in Appendix A.
- B. The following conditions shall apply to all overtime work:
  - 1. All overtime requested by the immediate supervisor must have prior approval of the Superintendent and/or the Assistant Superintendent.
  - 2. Time and one-half will be paid for all hours worked over eight (8) hours in one day or forty (40) hours in one week and for all hours worked on Saturday.
  - 3. Double time will be paid for all hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day.
  - 4. Paid leave shall count towards hours worked.
  - 5. There shall be no off-setting time to avoid overtime payment absent mutual agreement between an employee and the Board.
  - 6. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Board and the employee. Such compensatory time shall be at time and one-half or double time, whichever is applicable.
  - 7. Article 20, Section B, shall not apply to bus drivers.
- C. Step advancement on the pay schedule will only be granted at the start of the student school year and will further only be granted to employees who worked at least ninety (90) work days as a regular bargaining unit member in the preceding school year.
- D. The process for requesting extra or overtime hours for bargaining unit secretaries is as follows:
  - 1. Such requests will be placed in writing to the appropriate building principal with a copy provided to the Superintendent.
  - 2. The request will include the specific reason for requesting the extra or overtime hours. The request will also include the number of hours projected to complete the project and the due date (if applicable) for completion of the work.
  - 3. Requests should be submitted at least twenty-four (24) hours in advance when possible. A determination will be made on the request for extra or overtime hours within twenty-four (24) hours by the Superintendent or his designee
- E. All bargaining unit members working less than twenty-five (25) hours per week will receive a one-time lump sum payment of \$100.00. Such payment will be made within three (3) weeks of the Ionia Board of Education ratification of the 1987-90 collective bargaining agreement.

ARTICLE 21

FRINGE BENEFITS

A. All Employees

1. The Board shall provide without cost to the employee life insurance protection in the amount of \$10,000 that shall be paid to the employee's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP).

B. All employees working twenty-five (25) hours per week or more:

1. The Board shall provide without cost to the employee MESSA Vision Service Plan 1 (VSP2 effective within 30 days of the Board ratification of the 1987-90 agreement) for all employees and their eligible dependents as defined by MESSA.
2. Effective within thirty (30) days following Board ratification of the agreement, Bus Drivers whose regular weekly schedule (excluding all extra trips) is twenty-five (25) or more hours per week will be eligible under Section B.1.

C. Full year employees in Classification III working twenty-five (25) hours or more per week:

1. The Board shall provide without cost to the employee MESSA Super Med 2 with MESSA Care Rider protection for a full twelve month period for the employee and his/her spouse, or the employee and his/her children as defined by MESSA.
2. Employees not electing health insurance shall receive the MESSA Super Med 2 single subscriber amount to be applied as follows:

An amount may be used toward the MESSA fixed options as determined by the Union. The balance may be used toward the MESSA tax exempt programs. Any amount exceeding the employer subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the group.

3. The Board shall provide without cost to the employee SET Ultra-Dent 50/50 with Class I Incentive.

D. School year employees in Classification III working twenty-five (25) or more hours per week: Effective 12/1/85

1. The Board shall provide without cost to the employee MESSA Super Med 2 with MESSA Care Rider protection for the months of September through June (10 Mos.) for the employee only. The employee shall pay the premium for the months of July and August.

ARTICLE 21 - FRINGE BENEFITS (continued)

2. Employees not electing health insurance shall receive the MESSA Super Med 2 single subscriber amount September through June (10 months) to be applied as follows:

An amount may be used toward the MESSA fixed options as determined by the Union. The balance may be used toward the MESSA tax exempt variable options and/or MEFSA tax exempt programs. Any amount exceeding the employer subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the group.

- E. The above coverages are subject to the rules and regulations of the insurance carriers.
- F. Employees not eligible for health insurance under the provisions of this agreement, may at their option elect to subscribe to MESSA Super Med 2. The employee shall pay the cost of such premiums through the Board.
- G. Article 21 (C)-(D) shall not apply to bus drivers.

ARTICLE 22

MISCELLANEOUS PROVISIONS

- A. Employment Status Defined: The Board and Union recognize three general categories of employees:
1. Full Year Employees: Employees who work during the full twelve (12) month calendar year.
  2. School Year Employees: Those employees whose working year basically coincides with the school year when students are in attendance.
  3. Probationary Employees: Newly hired employees shall be considered as probationary employees for the first forty-five (45) working days of employment.
- B. Substitute Employees: Substitutes are those employees employed on a per diem basis while bargaining unit employees are absent or on approved leave. It is expressly understood that substitutes are not covered by the terms of this agreement. It is expressly understood however, that substitutes (except bus driver substitutes) shall in no case fill a bargaining unit position for a period in excess of the probationary period defined above.
- C. Severability: If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- D. Retirement: All employees shall be allowed to continue their employment with the employer until age seventy (70). After age 70, employees may continue their employment on a year to year basis upon approval of the Board.
- E. Negotiations Procedures: Negotiation for a successor agreement between the parties shall begin at least sixty (60) days prior to the expiration date of this Agreement.
- F. Promulgation: The Board shall print copies of this Agreement for all members of the bargaining unit and provide ten (10) extra copies to the Union.
- G. Supremacy Clause: The Board and the Union recognize that the Master Agreement supersedes Board policy, past practice, individual contracts, and previous understandings and agreements.



ARTICLE 22 - MISCELLANEOUS PROVISIONS (continued)

- H. 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.
- I. An employee who has been employed for at least two (2) years may request up to ten (10) work days off per year on an unpaid basis. Such days off will not be granted in less than five (5) work day blocks of time. Such requests must be submitted in writing to the Superintendent at least thirty (30) calendar days in advance of the requested days and must state a general reason for requesting the leave. The granting of such leave times is subject to the approval of the Superintendent.

Any deviations from the terms of this provision are subject to the approval of the Superintendent and Union President.

With good cause shown the thirty (30) day requirement may be waived.

- J. 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.

ARTICLE 23

DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 1987, and shall remain in effect until 11:59 p.m. on June 30, 1990. Extensions of this Agreement shall be made only by mutual written agreement between the Union and the Board.

UNION:

BOARD OF EDUCATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX A

CLASSIFICATION

SALARY SCHEDULE 1987-88

	1	2	3	4	5
I Food Service Aides, Teacher Aides, Elementary Library Aides, Noon Duty Aides, Special Education Aides	5.89	6.22	6.56	6.90	7.25
II Junior High Library Aide, High School Library Aide	6.17	6.51	6.85	7.18	7.52
III All Secretaries (including Athletic Director and Resource Room Secretaries) and Assistant Secretaries	7.26	7.60	7.93	8.27	8.62
IV Bus Drivers (See page 36)					

APPENDIX A (Continued)

CLASSIFICATION

SALARY SCHEDULE 1988-89

	1	2	3	4	5
I Food Service Aides, Teacher Aides, Elementary Library Aides, Noon Duty Aides, Special Education Aides	6.16	6.50	6.86	7.21	7.58
II Junior High Library Aide, High School Library Aide	6.45	6.80	7.16	7.50	7.86
III All Secretaries (including Athletic Director and Resource Room Secretaries) and Assistant Secretaries	7.59	7.94	8.29	8.64	9.01

IV Bus Drivers (See page 37)

APPENDIX A (Continued)

CLASSIFICATION

SALARY SCHEDULE 1989-90

	1	2	3	4	5
I Food Service Aides, Teacher Aides, Elementary Library Aides, Noon Duty Aides, Special Education Aides	6.53	6.89	7.27	7.64	8.03
II Junior High Library Aide, High School Library Aide	6.84	7.21	7.59	7.95	8.33
III All Secretaries (including Athletic Director and Resource Room Secretaries) and Assistant Secretaries.	8.05	8.42	8.79	9.16	9.55

IV Bus Drivers (See page 38)

APPENDIX A (Continued)

PAY SCHEDULE - BUS DRIVERS

1987-1988 SCHOOL YEAR

	<u>START</u>	<u>1st YR</u>	<u>2nd YR</u>	<u>3rd YR</u>	<u>4th YR</u>	<u>5th YR</u>
90 Minutes	\$12.91	\$13.02	\$13.12	\$13.23	\$13.34	\$13.44
95 "	13.50	13.61	13.72	13.82	13.93	14.03
100 "	14.09	14.20	14.31	14.41	14.52	14.62
105 "	14.69	14.79	14.90	15.00	15.11	15.21
110 "	15.27	15.37	15.48	15.58	15.69	15.79
115 "	15.86	15.96	16.07	16.17	16.28	16.38
120 "	16.44	16.54	16.65	16.75	16.86	16.96

Ionia-Freedom Acres  
(Lift Bus - Spec. Ed.)

8.50	8.61	8.71	8.82	8.93	9.03hr
------	------	------	------	------	--------

Other Spec. Ed.  
Vehicles

7.81	7.91	8.02	8.12	8.23	8.33hr
------	------	------	------	------	--------

Extra Trip Rate: \$6.33 per hour (includes Sports Practice Shuttle)

Vocational Ed: \$6.33 per hour

Band Shuttle: \$6.70 per hour

Regular Shuttle Run: \$6.33 per hour

Other Shuttles: \$4.22 per hour

PAY SCHEDULE - BUS DRIVERS

1988-1989 SCHOOL YEAR

	<u>START</u>	<u>1st YR</u>	<u>2nd YR</u>	<u>3rd YR</u>	<u>4th YR</u>	<u>5th YR</u>
90 Minutes	\$13.49	\$13.61	\$13.71	\$13.83	\$13.94	\$14.04
95 "	14.11	14.22	14.34	14.44	14.56	14.66
100 "	14.72	14.84	14.95	15.06	15.17	15.28
105 "	15.35	15.46	15.57	15.68	15.79	15.89
110 "	15.96	16.06	16.18	16.28	16.40	16.50
115 "	16.57	16.68	16.79	16.90	17.01	17.12
120 "	17.18	17.28	17.40	17.50	17.62	17.72

Ionia-Freedom Acres  
(Lift Bus - Spec. Ed.)

8.88      9.00      9.10      9.22      9.33      9.44hr

Other Spec. Ed.  
Vehicles

8.16      8.27      8.38      8.49      8.60      8.70/hr

Extra Trip Rate:      \$6.61 per hour (includes Sports Practice Shuttle)

Vocational Ed:      \$6.61 per hour

Band Shuttle:      \$7.00 per hour

Regular Shuttle Run:      \$6.61 per hour

Other Shuttles:      \$4.41 per hour

PAY SCHEDULE - BUS DRIVERS

1989-1990 SCHOOL YEAR

	<u>START</u>	<u>1st YR</u>	<u>2nd YR</u>	<u>3rd YR</u>	<u>4th YR</u>	<u>5th YR</u>
90 Minutes	\$14.30	\$14.43	\$14.53	\$14.66	\$14.78	\$14.88
95 "	14.96	15.07	15.20	15.31	15.43	15.54
100 "	15.60	15.73	15.85	15.96	16.08	16.20
105 "	16.27	16.39	16.50	16.62	16.74	16.84
110 "	16.92	17.02	17.15	17.26	17.38	17.49
115 "	17.56	17.68	17.80	17.91	18.03	18.15
120 "	18.21	18.32	18.44	18.55	18.68	18.78

Ionia-Freedom Acres  
(Lift Bus - Spec. Ed.)

9.41      9.54      9.65      9.77      9.89      10.01hr

Other Spec. Ed.  
Vehicles

8.65      8.77      8.88      9.00      9.12      9.22hr

Extra Trip Rate:      \$7.01 per hour (includes Sports Practice Shuttle)

Vocational Ed:      \$7.01 per hour

Band Shuttle:      \$7.42 per hour

Regular Shuttle Run:      \$7.01 per hour

Other Shuttles:      \$4.67 per hour



APPENDIX A - SALARY SCHEDULE (Continued)

A. All full-time employees shall be granted longevity pay as follows:

1. Completed 10 years' service in this school district, \$150.00 annually.
2. Completed 15 years' service in this school district, \$250.00 annually.
3. Completed 20 years' service in this school district, \$350.00 annually.
4. Completed 25 years' service in this school district, \$450.00 annually.
5. Completed 30 years' service in this school district, \$550.00 annually.

School year employees shall receive longevity pay according to the above schedule in one-half the amount listed for full-time employees.

APPENDIX B  
BUS DRIVER PROVISIONS

Run Selection:

1. At the start of the school year, all bus runs will be selected on the basis of seniority. The runs will be selected in the following order:
  - a. A.M./P.M. Runs; A.M. Runs; P.M. Runs
  - b. Kindergarten; Vocational; Band; etc.

After the annual run selection meeting, runs can only be surrendered by drivers for good cause.

A driver who is eligible to select a kindergarten run at the bid meeting and does not select a kindergarten run, will not be permitted to select a kindergarten run in the two (2) succeeding annual bid meetings.

2. Drivers for special education runs (including the summer components) will be selected by the Administration. It is expressly understood that the selection and/or retention of a bus driver on a special education run is not subject to the grievance procedure in Article 8.
3. When vacancies occur during the first semester of the school year, drivers may utilize seniority to bid on the vacant run. Changes in assignments in such instances will only occur at the end of the first semester. The District reserves the right to utilize a substitute to fill a vacancy until the end of the first semester and to fill the position of the successful bidder until the end of the school year.

The District reserves the right to utilize a substitute to fill a vacancy which occurs during the second semester for the remainder of the school year.

4. Route maps will be provided each year. Drivers are responsible to keep route maps updated for substitute drivers.

Extra Trip Assignments

Extra trips shall be assigned on a seniority based rotation. The rotation list shall align bus drivers by seniority as defined in Article 14. The driver selected to fill an extra trip assignment will be the most senior driver signing up for the extra trip who falls next in line on the rotation list below the last driver who accepted an extra trip.

The rotation list shall start from the top of the list at the start of each school year.

Drivers may accept an extra trip if he/she has a conflicting regular run assignment provided the driver in such instances secures a substitute driver from the list of substitutes provided by the Board.

The Board reserves the right to assign drivers out of rotation as in the past where the time constraints warrant such action.

## APPENDIX B (Continued)

Any driver who misuses the rotation list will have his/her name taken off the rotation list for the balance of the current school year.

Game runs shall be offered first to drivers of the regular practice shuttles for those runs.

Kindergarten extra trips shall first be offered to the regular kindergarten run driver.

If an extra-trip is cancelled for reasons other than inclement weather, with less than two (2) hours' notice to the driver, the driver shall be paid \$8.00.

### Pre-Trip Time:

Drivers are responsible for a complete checkout of the bus before every trip in accordance with procedures established by the District.

Each run set forth in the bus driver's salary schedule includes ten (10) minutes pre-trip. (Fifteen minutes in the instance of extra trips).

Drivers are responsible for cleaning the interior of the bus, windows and mirrors.

Failure to perform a pre-trip inspection or complete cleaning responsibilities may subject a driver to discipline up to and including discharge.

### Substitute Bus Drivers:

An up to date list of substitute drivers will be posted by the District. Unless a substitute driver is needed for five (5) or more consecutive days, the regular driver must obtain their own substitute from the aforementioned list of substitutes.

Should a driver be unable to contact a substitute driver, the driver must contact the Director of Support Services or his/her designee.

### Summer Runs

Summer runs (e.g. swim runs and fair parade) will be posted. The District retains the sole discretion in the selection of drivers for summer runs.

### Compensation

1. The basic driver rates are set forth in Appendix A.
2. Drivers will be paid \$4.00/hour for required meetings.

APPENDIX B (continued)

3. Drivers assigned to learn a new route will be paid \$4.00 per hour for a maximum of 2-1/2 hours.
4. Breakdown time on regular runs shall be paid at \$3.35 per hour for time beyond the regularly compensated trip time.
5. Drivers will be reimbursed \$8.00 for the cost of attaining their original Class 3 endorsement. No reimbursement will be given for renewals.
6. Drivers will be reimbursed \$4.00 per year for the cost of attaining or renewing a chauffeur's license. Reimbursement is limited to drivers employed on April 15 of each year.

MEMORANDUM OF UNDERSTANDING

between the

IONIA PUBLIC SCHOOLS BOARD OF EDUCATION

and the

IONIA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

RE: Marilyn Hofbauer and Doreen Schafer

It is hereby agreed by the parties set forth above as follows:

1. Both individuals will continue to receive \$190.00 per month provided she remains otherwise eligible under Article 21 (C) for health insurance and chooses not to elect the health insurance under (C)(1) or options under (C)(2).
2. Should either individual desire to elect health insurance under Article 21 (C) of the 1987-90 collective bargaining agreement, she will no longer be eligible to receive the \$190.00 stipend.

\_\_\_\_\_  
FOR THE BOARD

\_\_\_\_\_  
FOR THE IESPA

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE