MASTER AGREEMENT

between

IONIA PUBLIC SCHOOLS

and

THE IONIA PUBLIC SCHOOLS MAINTENANCE AND FOOD SERVICE EMPLOYEES AFSCME Michigan 925

Effective:

July 1, 2025
To
June 30, 2028

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AGREEMENT

This Agreement entered into between the Board of Education of the Ionia Public Schools (hereinafter referred to as the Employer or Board) and the Ionia Public Schools Maintenance and Food Service Employees Chapter of Local 1910, affiliated with AFSCME Michigan 925 American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union).

The headings 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 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 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; except as otherwise noted in this Agreement or required by law.

(b) Probationary Employees. Any employee who is a regular established scheduled per week and has not completed a probationary period as set forth in this Agreement.

(c) Part-time Employees. Except as otherwise noted in this Agreement or required by law, any employee whose position has a 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. In the event a part-time employee is granted a position as a full-time employee, all years of service as a part-time employee will be pro-rated for purposes of benefit eligibility. Benefits, for purposes of this provision, shall be defined as seniority, vacation, longevity and insurance if applicable.

(d) Substitute Employees. It is hereby understood and agreed between the parties that:

1. Substitute employees shall be defined as temporary employees utilized to replace regular bargaining unit members who are absent or during a period in which a job is being posted under Article 17 (Job Posting and Bidding Procedures).

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. Upon request, a laid off employee will be granted priority status on the substitute roster for jobs for which the employee is qualified

in the department (defined as either the Food Service or Operations Department) from which the employee was laid off.
Work accepted in such instances, will be paid at the substitute rate established by the district. Repeated refusal to accept substitute work, may result in removal from the roster.

3. The position of an absent employee on extended unpaid leave under Article 18 (Leaves of Absence) may be filled with a substitute for up to one (1) year in order to retain the position for the absent employee. If an extension of the leave is granted beyond one (1) year as provided in Article 18, the position will not be held for the absent employee and shall be posted in accordance with the procedures detailed in Article 17 (Job Posting and Bidding Procedures). Substitutes under this subsection in specific Maintenance and Utility-Employee positions may:

   a. Work overtime in their substitute position or other Maintenance or Utility Employee position if all the Maintenance and Utility Employee have declined.

   b. May be assigned additional hours up to the forty (40) level (including weekends) before assigning a regular Maintenance or Utility Employee.

   c. 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:

1. 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.

2. 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;

3. 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;

4. 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) 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.

(b) The Board hereby agrees and recognizes that no employee shall be disciplined 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, or where the

building was used for an activity on Saturday or Sunday and 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.

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 labor organization on behalf of employees during the term of this Agreement.

ARTICLE 7. UNION REPRESENTATION AND BULLETIN BOARDS

(a) The employees covered by this Agreement will be represented by one (1) steward to the first shift (days), one (1) steward to the second shift (evenings) and one (1) steward to the food service employees. The Union shall have the exclusive right to assign said stewards.

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. Above provisions for lost time shall not be abused.

(b) 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 8. 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 9. GRIEVANCE PROCEDURE

(a) 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 has a grievance, the employee shall discuss the grievance with the employee's 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 a 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 and the Union's Chapter Chairperson.
The Superintendent 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 AFSCME 925.

In the event AFSCME 925 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, AFSCME 925 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 AFSCME 925 and the Employer.

The Arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations and the Michigan Uniform Arbitration Act.

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.

(b) Grievances may be combined or withdrawn with or without prejudice at any step of the procedure by mutual agreement of the parties.

(c) The time limits herein provided may be waived or extended by mutual agreement in writing.

(d) The discipline and dismissal of a probationary employee shall not be subject to the grievance procedure.

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

(f) No grievances will be filed alleging violations of any statutory provisions contained in this Agreement.

ARTICLE 10. DISCHARGE AND DISCIPLINE

(a) The parties recognize the importance of maintaining a high standard of conduct among employees. When disciplinary measures/corrective actions are to be taken, the following progression will be used. Formal documentation for discipline will not be issued until step 3 of the process. It being understood that, based on the seriousness and nature of the offense and other applicable factors, disciplinary action may be initiated at any step up to and including discharge:

Step One - Verbal Counseling
Step Two - Written Counseling
Step Three - Written Reprimand
Step Four - Suspension (Not to exceed 5 days)*
Step Five - Discharge
*The employer reserves the right to waive the days off for a disciplinary suspension.

(b) Any grievance concerning a suspension or discharge must be filed, in writing, within ten (10) working days of the suspension or discharge at Step Three of the grievance procedure. Any grievance concerning discipline less than a suspension shall be filed in writing within ten (10) work days at Step Two of the Grievance Procedure.

(c) The Employer agrees, promptly upon the discharge or discipline of an employee, to notify the employee and the Union in writing of the discharge or suspension. If the employee is on the premises at the time of his suspension or discharge, they shall, upon request, be permitted to discuss the matter with a union representative before being required to leave the premises unless circumstances make it advisable to remove them from the premises immediately.

(d) The Employer agrees to discipline or discharge non-probationary 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 or under the influence of a controlled substance.

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. Knowingly falsifying personnel records, including application for employment.

7. Possessing concealed, unauthorized weapons or explosives on the Board of Education property or in their buildings (employees shall be allowed to use multi-tools and other objects to be used in conjunction with their job duties).

8. In case of theft of school property.

9. Distribution of controlled substances.

10. Any positive test for illegal drugs or alcohol or a refusal to submit to testing for those employees required to have a Commercial Drivers License (CDL).

11. Employees not required to have a CDL may be subjected to "reasonable suspicion" testing as defined in the Omnibus Transportation Employee Testing Act of 1991. The testing procedures and regulations under the Act will be used in such instances.

ARTICLE 11. 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. Days on which a probationary employee is absent, will serve to extend the probationary period. When an employee satisfactorily finishes the probationary period, the employee shall be entered on the seniority list of the unit and shall rank for seniority from the employee's date of hire. There shall be no seniority among probationary employees.

Probationary employees will not receive any paid holidays, insurance (unless required by law, including the Patient Protection and Affordable Care Act), paid leave days or other benefits under the terms of this Agreement.

(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 12. SENIORITY LISTS

(a) Seniority shall be defined as the length of continuous service to the district within the department, from the employee's last date of hire as a regular employee. Seniority shall not accrue while on leave of absence (unless stated elsewhere in this Agreement) or during periods of layoff. Department, as utilized herein, shall be defined as either the Food Service or Operations Departments.

Employees transferring between departments will lose seniority rights in the former department.

The Utility position shall be considered as being in the Operations Department for seniority purposes.

The parties agree that bargaining unit members with the same date of hire will be aligned on the seniority roster with the employee having the highest last four (4) digits in their social security number listed first.

(b) There shall be no seniority among substitute, seasonal or probationary employees.

(c) The seniority list on the effective commencement date of this Agreement shall show the date of hire, names and job titles of all employees in the unit entitled to seniority.

(d) 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.

(e) 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 12(f).

(f) Once per year the seniority list shall be distributed to members of the bargaining unit. Any errors on the list must be identified by the employee within thirty (30) calendar days or the information on the list shall be deemed to be accurate and not subject to challenge through the grievance procedure.

ARTICLE 13. LOSS OF SENIORITY

An employee shall lose their seniority and further employment rights for the following reasons and those reasons stated in Article 12 if the employee:

1. Voluntarily quits.

2. Is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

3. Does not return to work when recalled from layoff as set forth in the recall procedure of this Agreement.

4. Does not return to work after having been on sick leave, vacation or leave of absence.

ARTICLE 14. FOOD SERVICE JOB PREFERENCE MEETING AND LAYOFF PROCEDURE

(a) Food service employees will be allowed once each calendar year at the end of the student instructional year, to exercise job preference within the Food Service Department on the basis of seniority and qualifications. 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 reason for denial, it shall be a proper subject for the grievance procedure.
An employee absent on an approved leave may attend the job preference meeting if capable or bid by proxy. In the absence of either, the absent employee will be assigned to a position within the employee's classification by supervision after others within the classification have bid.

Article 14 (a) will NOT apply to food service hires after December 1, 2016. In lieu of this language, employees may request to move or move into an opening which will be posted. (They may also request to be moved). This will be based on seniority, experience, and knowledge.

(b) When a layoff occurs in the food service department that is not facilitated at the annual bid meeting under Section A, the same procedures set forth above will apply.

Recalls will be facilitated in the same manner as set forth in Article 15e.

ARTICLE 15. OPERATIONS DEPARTMENT LAYOFF AND RECALL

(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 12(e).

(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 a less seniored employee in the Department, 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.

(e) 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 from the effective date of layoff.

ARTICLE 16. TRANSFERS

(a) 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, the employee shall not have accumulated seniority while working in the position to which the employee was 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 17. 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 six (6) 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 Director of Human Resources (or

designee), setting forth their qualifications for the position within the six (6) 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 the employee's:

1. Desire to remain on the job.

2. Ability to perform the job.

In the event there are no qualified applicants within the Department (defined as Food Service or Operations Departments) in which the vacancy exists, applicants from the other Department will be offered the vacancy prior to hiring from outside of the unit, provided the applicant from the other Department is qualified.

(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.

The trial period in the instance of Maintenance vacancies, will be forty (40) work days.

(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) 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.

(g) When vacancies occur or when there is a need, the parties by mutual agreement, will hold a bid or bump meeting at which time all vacancies will be filled.

(h) In the event the district has a performance related concern about any employee who is otherwise qualified for a vacancy, the employee may be denied a vacancy.

ARTICLE 18. 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.

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 them.

(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 the employee shall not receive any wages or fringe benefits while on such leave, as provided in Section (a) of this Article.

(e) Military Leave Provisions:

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

2. 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.

(f) The position of an employee absent on an approved leave of absence will be held open for a period not to exceed twelve (12) months. If an extension of the leave is granted for more than one (1) year, the job will be posted in accordance with the procedures detailed in Article 17 (Job Posting and Bidding Procedures).

(g) 1. Upon proper and timely application, an eligible employee will be granted a qualified leave of absence as required under the Family and Medical Leave Act of 1993 (29 USC 2601) and Board Policy for up to twelve (12) weeks per year.

A rolling twelve month period will be utilized in all cases by the Board in assessing the amount of time an eligible employee has available for qualified leaves under the Act.

The Board may require an employee to use available paid sick leave and paid personal leave time while utilizing Family and Medical Leave, as provided under the Act. Employees requesting the maximum (12 work weeks) leave under the Act may be required to use available paid vacation time. Such paid time will be counted as part of the twelve (12) work week leave.

Intermittent, reduced schedules and alternate assignments will be permitted only upon mutual agreement between the employee, the Board and the Union. Proper consideration when medically necessary will be given as required by the Act.

In the event an employee and their spouse are both employed by the Board, whether within or outside of the bargaining unit, an aggregate of twelve (12) work weeks in a twelve (12) month period will be provided for care of a newly-born or newly-adopted child or to care for a sick parent to the extent required by law.

The Board will continue their contributions to insurance benefit premiums, to the extent they were prior to the leave, for an employee absent on a qualified leave under this section.

Employees returning from such leaves will be returned to the same or an equivalent position.

In the event this Article or other portions of this Agreement extend greater benefits to an eligible employee in relationship to qualified leaves, the provisions of the Agreement shall prevail.

Alleged violations of Section 1 are not subject to the grievance procedure.

1. The following general provisions will apply to all leaves of absence under this section:
   (a) Leaves of absence under this section shall be without pay and benefits, except as set forth in Section 1.

   (b) Seniority shall accrue while on leave under this section.

   (c) The position of an employee absent on an unpaid leave of absence may be filled with a substitute.

   (d) Employees may be required to provide periodic status reports while on leave under this section and will be required to provide medical verification or other certification in support of an initial request for leave.

   (e) Failure to return to work at the end of an approved leave of absence will be considered a voluntary resignation and the Board may require the employee to repay insurance premiums paid on behalf of the employee during the leave.

   (f) All requests for unpaid leave are to be directed to the Superintendent's Office. Where leaves of absence are foreseeable, employees are required to provide at least thirty (30) calendar days notice. Where not foreseeable, employees are required to provide notice as soon as practicable.

ARTICLE 19. OVERTIME AND RELATED MATTERS

(a) 1. Time and one-half will be for all hours physically worked over forty (40) hours in a work week. Holiday and vacation hours will count towards the overtime accrual.

2. An employee called in for extra work will be guaranteed at least a minimum of two
(2) hours pay.

(b) Maintenance, grounds and utility driver overtime will be rotated using a seniority ranked rotation list, within the affected classification. In the event no one in the classification accepts the available overtime or more employees are required than assigned to the classification, the available overtime will be offered to other employees on a district wide rotation basis, using a seniority ranked rotation list. In the event there is no employee in the classification accepting the overtime hours, the work may be distributed using the inverse order of the seniority list or in a matter determined by the Superintendent or designee, including the assignment of a substitute. All awarded hours will be recorded.

(c) Only the Superintendent or his designee may authorize or require overtime, provided that the Superintendent 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.

(d) Food Service overtime will be rotated using a seniority ranked rotation list, within the affected building. In the event no one in the building accepts the available overtime or more employees are required than are assigned to the building, the available overtime will be offered to other Food Service employees on a district-wide rotation basis, using a seniority ranked rotation list.

ARTICLE 20. TEMPORARY ASSIGNMENTS

(a) 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.

(b) This Article shall only apply where the Employer has elected to forego the use of a substitute employee consistent with the limitations and restrictions detailed in Article 2(d)(1) and (3).

ARTICLE 21. WORKING HOURS AND RELATED MATTERS

(a) The regular work day for each full-time and probationary employee, utility driver, and maintenance employees shall be eight (8) hours, Monday through Friday. The work shift of all full-time 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 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 designee) their specific working hours.

3. A change in the employees work day may be made by the Superintendent (or Central Office designee) at any time, with one (1) week prior notice. The Superintendent (or 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.

(b) The working hours for Food Service employees shall be established by the Food Services Supervisor. The normal work week shall be Monday through Friday.

(c) Lunch Break and Rest Periods:

1. Each full-time 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. Each full-time employee who works longer than eight (8) hours in day shall be entitled to one (1) additional ten (10) minute rest period.

2. Each full-time employee working on the day shift and night shifts shall have a thirty (30) minute break for lunch and shall not be paid for this break.

3. Each part-time employee regularly scheduled to work 2.25 to 4.0 hours per day shall be entitled to a ten (10) minute paid break period.

   Part-time employees regularly scheduled to work in excess of four (4) hours per day shall receive two ten (10) minute paid break periods.

Part-time employees regularly scheduled to work in excess of four (4) hours per day will have the option of taking a thirty (30) minute unpaid lunch period.

Breaks and lunch periods will be scheduled by supervision in conjunction with discussion with the employee.

(d) No employee shall leave their work location, except during his unpaid lunch break, without prior permission of his appropriate supervisor (or designated representative), when not in connection with the performance of their assigned duties.

(e) 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 hazardous conditions creating an unsafe work environment, 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 canceled day of student instruction in order to receive full state aid payments, school year employees will not receive pay for the canceled 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 canceled 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 canceled instruction day.

3. If the rules or regulations of the Michigan 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.

(f) 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.

(g) 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, the employee 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.

(h) In the event of an unintended error in the distribution of overtime or in the assignment of extra hours of work on a given day, the affected employee will be given the next available opportunity for overtime or extra hours in their classification.

ARTICLE 22. SICK LEAVE

(a) Sick leave is defined as absence caused by illness or disability resulting from an accident to the employee. Injuries or illness attributable to the employee's working for another employer shall not be allowed under this Article. Sick leave time will be earned at the rate of .05 times the number of regularly scheduled hours paid bi-weekly. Sick leave will accumulate up to one hundred ninety (190) days.

In compliance with the Earned Sick Time Act (ESTA), all covered employees shall be entitled to use earned sick leave for qualifying ESTA reasons. ESTA leave shall run concurrently with paid sick leave provided under this agreement and shall not be in addition to the paid leave already offered.

Effective February 22, 2025, eligible employees defined by the Earned Sick Time Act (ESTA) shall be allowed to use up to 72 hours of their accrued leave time for uses permissible under the ESTA each benefit year (July 1-June 30).

(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 the employee's accumulated sick leave has been exhausted.

(c) All absences must be reported by telephone or other verbal communication to the employees Director or appointed designee at least one (1) hour prior to the commencement of the employees assigned work time. In the event a message must be left, the employee will notify who is calling in, work location (if applicable), and what time your scheduled shift begins (if applicable). 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 five (5) consecutive days, the employee shall, upon return to work, provide the appropriate supervisor with a doctor's certification of the disability that prevented the employee from working.

(d) If an employee is laid off, quits, or is discharged, the employee 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.

(f) Employees may be required to provide a physician's verification or other certification for paid leave time under this Agreement.

ARTICLE 23. RESERVE DUTY

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 24. 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 occurrence 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. Also included will be the same step relatives (i.e., step-brother, etc.).

(c) Upon request, an employee shall be allowed one (1) work day per occurrence with pay as funeral leave to be deducted from their sick leave for the death of a relative not defined in (a) or (b) above.

(d) Upon 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 close friend or a Union member.

ARTICLE 25. JURY DUTY

In the event an employee is summoned for jury duty, a special leave of absence shall be granted for that purpose; provided the employee presents the court order, subpoena, or summons, if one is issued, to the immediate supervisor as far enough in advance as possible. The employee 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 they had worked continuously on their regular shift. Checks received by the employee for jury duty shall be signed and remitted to the Board.

ARTICLE 26. PERSONAL LEAVE

(a). Employees will be allowed (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 or his or her designee. Absent extenuating circumstances, requests must be submitted 5 calendar days in advance. At the end of each year, unused personal leave will be added to the employee's sick leave accumulation.

ARTICLE 27 HOLIDAYS

(a) Whenever used in this Agreement, the term "holiday" shall mean one (1) of the following days for 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	Day After Christmas
Juneteenth	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
Fourth of July*	
Labor Day	Day after Christmas
Thanksgiving Day	New Year's Eve

*Fourth of July will only be observed for those Food Services employees who are working the Summer Food Services Program (SFSP) and would have been scheduled to work that 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, the employee 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.

(f) Unless absent on approved paid vacation, sick leave under Article 22 (a) which is substantiated by a physician' statement or bereavement leave under Article 24(a) and (b), employees must work the last scheduled work day before and the first scheduled work day following the holiday in order to receive pay for such holidays.

(g) Subject to supervisory approval, a personal day may be approved the day before or after a holiday. Such days may be denied for operational reasons.

ARTICLE 28. 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.

6. For employees with accumulative years of employment over 30 years that were hired before July 1, 2025, twenty five (25) days of vacation will be awarded per year. This provision sunsets and is removed at the end of this contract, June 30, 2028.

(b) For purposes of computing vacation leave credits, all employees shall be considered as having a common anniversary date of July 1 of each year Employees who are hired after July 1 of a fiscal year, but who work at least 75% of the days their position was scheduled for, will be credited a year of employment for purposes of calculating paid vacation time under Article 28(a). In the event an employee transfers from a part-time position to a full-year position, the employee will be placed on the vacation schedule at (A)(2).

(c) 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 one (1) week on days on which students are in attendance.

In the event the number of employees eligible for four (4) weeks vacation who request vacation on days when students are in attendance 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 seniored employee will be given the approval, but approval shall also be upon rotation.

3. Scheduled vacations may be changed for emergencies and extenuating circumstances.

(d) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(e) A vacation may not be waived by an employee. Vacation may not be accumulated from year to year.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) If an employee is discharged, they will not receive any pay for unused vacation time.

ARTICLE 29. INSURANCE BENEFITS

(a) To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for medical benefit plan insurance coverage for all eligible full time maintenance and grounds employees and their eligible dependents toward the health insurance plan listed below in the amount of:

Effective January 1, 2025-December 31, 2025

Single:	$7,718.26
2 Person:	$16,141.28
Full Family:	$21,049.85

Effective January 1, 2026-December 31, 2026

Single:	$7,942.09
2 Person:	$16,609.38
Full Family:	$21,660.30

Effective January 1, 2027 - December 31, 2027: The hard cap rates established by MCL 15.1563, as last amended by 2018 PA 477 for plan years beginning on or after January 1, 2027, or 5%, whichever is less.

Effective January 1, 2028 - December 31, 2028: The hard cap rates established by MCL 15.1563, as last amended by 2018 PA 477 for plan years beginning on or after January 1, 2028, or 5%, whichever is less.

The plan shall be (Note: The District is open to changes in insurance plans during the annual open enrollment period.):

Medical:

Medical plan package - Employees shall choose one (1) of the following:

1. WMHIP BC/BS CB500, Rx1 (500/1000)
2. WMHIP BC/BS Flexible Blue 2 Rx6 (1500/3000)
3. WMHIP BC/BS Flexible Blue 3, Rx7

(b) The plan listed above shall conform to all requirements of the PPACA, Public Act 152 of 2011 (PA 152), and the IRS Code; including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board. The Board, after receiving input from the Association (which shall be given within Ten [10] days of a request by the District), is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA, PA 152, and the IRS Code, including to avoid any penalties, taxes, or other liabilities chargeable to the Board. Any such adjustments shall be the *minimum* necessary to comply with the PPACA, PA 152, and the IRS Code, including to avoid any penalties, taxes, or other liabilities chargeable to the Board. The Association may grieve whether the District made the "minimum" adjustment necessary.

(c) Those eligible Employees choosing to forego health insurance shall be eligible for $200.00 per month in cash-in-lieu, paid in accordance with the District's Section 125 plan. All employees as a condition to receiving cash-in-lieu must first provide documentation that they otherwise receive health insurance that meets the value and coverage requirements of the Patient Protection and Affordable Care Act.

(d) All deductibles shall be the responsibility of the individual Employee. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the

deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions.

(e) Employees who have access to another Employee's Board funded insurance shall choose between insurance plans (if more than one option is available). One Employee will take Board funded insurance which covers both Employees (and their dependents if applicable), while the other Employee shall not be eligible for separate Board provided health insurance, but must take Cash-in-Lieu benefits (less applicable taxes). Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's PPACA compliant insurance, but have dependents of their own. Those individuals may take the Board funded PAK A insurance. During open enrollment, Employees electing health care coverage will sign a statement that they are complying with this paragraph.

(f) Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days. The employer agrees to pay premiums 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.

(g) Employees are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment status.

(h) To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein, by law or regulation, so long as the employee continues to pay their portion of the insurance coverage. Employees may continue the coverage at their own expense to the extent permitted by law or regulation.

(i) The Board shall not be required to remit premiums for any insurance coverages on behalf of an Employee if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.

(j) The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. Employees shall be given an opportunity to correct any mistakes, so long as the mistake is corrected in a timely manner and accepted by the insurance carrier. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it.

(k) Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.

(l) Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 1st work day following their employment. Those employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions, but must participate in all other insurance products if full unit participation is required by the insurance carrier. Maintenance, grounds, and utility employees shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty [30] hours or more per week in the District).

(m) The "medical benefit plan coverage year" shall run from January 1 to December 31 of each year.

(n) The Board agrees to make premium payments toward the purchase of $10,000 term life insurance. The Board retains the right to bid out such coverage.

(o) 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.

(p) 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 30. COMPUTATION OF BENEFITS

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

ARTICLE 31. 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 8. 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. This subsection shall not apply to third-party privatization.

ARTICLE 32. WORK PERFORMED BY SUPERVISORS

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

1. In cases of emergency arising out of unforeseen circumstances.

2. To assist a member of the bargaining unit, or

3. When no other person with the requisite skills necessary is available.

ARTICLE 33. 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 34. EMPLOYEE USE OF SUPPLIES, TOOLS AND EQUIPMENT

No employee shall take or borrow for personal use, any supplies, tools, equipment or other items belonging to the 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 35. TUBERCULIN TESTING

If TB tests are required, the Board will assume the cost if not covered by an insurance source.

ARTICLE 36. 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 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 37. CLOTHING ALLOWANCE

(a) All current and new maintenance employees shall be provided with four (4) 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 four (4) 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.

Given the nature of Maintenance work, the Supervisor may provide additional shirts and/or pants and up to three hundred fifty dollars ($ 350) per year toward the purchase of work boots, preferably steel-toed work boots and seasonal attire (ie. jackets, coats, gloves, etc).

Under normal circumstances, uniforms will be ordered to facilitate delivery prior to the start of the student school year.

(b) 1. Food Service Employees' Clothing Allowance: The Employer will provide without cost to the employee at the time of hire, three (3) shirts and five (5) aprons.

Thereafter, the Employer will provide each employee with three (3) uniform shirts and two (2) aprons each year which will be ordered not later than August 1.

2. These uniforms will be the property of the individual and they will be responsible for keeping them clean and presentable.

4. Orders for aprons and shirts will be taken the last week of school each year for the upcoming school year. Employees may purchase at the school's price for extra shirts.

5. The employer will reimburse each employee for pants or walking shoes per school year (not to exceed $100.00)

ARTICLE 38. SAFETY

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

ARTICLE 39. APPENDICES

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

Appendix A - Retirement and Termination Pay
Appendix B - Classification and Rates

ARTICLE 40. TERMINATION, AMENDMENT AND EXECUTION

(a) 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.

(b) 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, unless said provision is a prohibited or illegal subject.

(c) 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 AFSCME Michigan 925 826 Municipal Way Lansing MI 48917; and if to the Employer, addressed to Ionia Public Schools, 250 E. Tuttle, Ionia, Michigan 48846, or to any such address as the Union or the Employer may make available to each other.

(d) This Agreement shall become effective July 1, 2025 shall remain in effect until June 30, 2028.

(e) Section 15(7) of the public employment relations act (PERA) mandates that any contract entered into include a statement that allows an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by an emergency manager since those actions are outside of the control of the district.

For the Employer:

Date

10/14/2025
Date

For the Union:

10/9/2025
Date

10/9/25
Date

APPENDIX A. RETIREMENT AND TERMINATION PAY

In appreciation for services to the 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.

Employees retiring under the above described conditions who have at least one hundred-ten (110) [90 in the instance of food service employees] accumulated sick leave days at the time of severance shall receive an additional $15 per year of service.

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

APPENDIX B. CLASSIFICATIONS AND RATES (Per Hour)

Step advancement on the pay schedule will be made upon ratification for the 2025-2026 and on July 1 for the 2026-2027 and 2027-2028. In order to receive an increment, the employee must work at least 75% of the work days the employee's position was scheduled for in the entire prior fiscal year.

Longevity step placement on pay schedule will be made on July 1 subject to Public Act 54 of 2011. In order for a year of service to count toward longevity steps, the employee must work at least 75% of the work days the employee's position was scheduled for the entire fiscal year.

***

Effective 7/1/25

Classification	Start	Year 1	Year 2	Year 3	Year 5+	Year 10+
Utility Driver	18.75	19.00	19.50	20.25	20.75	21.50
Maintenance	24.25	24.50	25.00	25.50	26.00	26.50
Grounds	19.25	19.50	20.00	20.75	21.25	22.25
Food Service	15.00	15.25	15.50	16.00	16.50	17.00
Food Service Lead*	15.50	15.75	16.00	16.50	17.00	17.50

Food Service Lead Positions:
1 Lead position at each elementary building and middle school
3 Lead positions at the High School

Effective 7/1/26

Classification	Start	Year 1	Year 2	Year 3	Year 5+	Year 10+
Utility Driver	19.25	19.50	20.00	20.75	21.25	21.75
Maintenance	24.75	25.00	25.50	26.00	26.50	27.00
Grounds	19.75	20.00	20.50	21.25	21.75	22.50
Food Service	15.25	15.50	15.75	16.25	16.75	17.25
Food Service Lead*	15.75	16.00	16.25	16.75	17.25	17.75

Food Service Lead Positions:
1 Lead position at each elementary building and middle school
3 Lead positions at the High School

Effective 7/1/27

Classification	Start	Year 1	Year 2	Year 3	Year 5+	Year 10+
Utility Driver	19.75	20.00	20.50	21.25	21.75	22.25
Maintenance	25.25	25.50	26.00	26.50	27.00	27.50
Grounds	20.25	20.50	21.00	21.75	22.25	22.75
Food Service	15.50	15.75	16.00	16.50	17.00	17.50

Food Service Lead*	16.00	16.25	16.50	17.00	17.50	18.00

Food Service Lead Positions:
1 Lead position at each elementary building and middle school
3 Lead positions at the high school

(d) 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.

(e) In addition to the hourly rates set forth in Section (a), the parties agree to the following supplemental stipends where the Employer pre-approves the stipend for an employee. If the employee leaves the position or the Employer no longer requires it of the employee, the stipend will not be paid.

1. Boiler Operator's License (Maintenance Only) 40¢/hour

2. Commercial Pesticides/Ornamental Turf (Up to two bargaining unit member, as designated by the Director of Operations 20¢/hour

3. Journeyman's Card (Maintenance only)
   Plumber 50¢/hour
   Electrician 50¢/hour

4. Pool Certification (Maintenance only) 20¢/hour

5. Refrigerant Transition and Recovery/EPA Section 608 Technician Certification (Maintenance Only) (Up to one bargaining unit member as direction by the Director of Operations) 40¢/hour

Grounds category employees hired before July 1, 2025 will continue to be eligible for supplemental stipends for the licenses and certifications they hold as of that date that are listed for Maintenance Only above.

Employees hired before July 1, 2025 that maintain their Commercial Driver's License will continue to receive a 50¢/hour stipend.

(f) The record of all paid time off under this Agreement shall be retained in hours.

(g) For staff in the Food Service and Food Service Lead classifications an attendance bonus will be paid by June 30th of each year as follows:
2 or less days missed for the school year- $500 To be counted as a work day for calculating the attendance bonus, an employee must work at least

80% of their scheduled shift, including meal service times. Sick and unpaid leave will count toward days missed. Personal days and bereavement leave will not count toward days missed.

(h) During years where a Summer Food Service Program is run by the District, for Food Service employees working the program, an hourly rate of the below will be paid effective with the first program date each year:

a. For Summer 2026 - $18.00
b. For Summer 2027 - $18.50