

6/30/94

AGREEMENT

Between

THORNAPPLE KELLOGG BOARD OF EDUCATION

And

THORNAPPLE KELLOGG
NON-INSTRUCTIONAL ASSOCIATION

1991-1994

Thornapple Kellogg School

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THORNAPPLE KELLOGG NON-INSTRUCTIONAL ASSOCIATION

AGREEMENT

This Agreement entered into this 9th day of September, 1991 , by and between the Board of Education of the Thornapple Kellogg School District, Middleville, Michigan, 49333, hereinafter called the "Board" and the Kent County Education Association, through its local affiliate the Thornapple Kellogg Non-Instructional Association/MEA/NEA, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board has statutory obligations, pursuant to Act 336 of 1947, as amended, to bargain with the Association as the representative of non-instructional personnel (secretaries, custodians, library assistants, paraprofessionals, head cooks, cafeteria helpers, noon monitors).

ARTICLE I

Recognition of Employees

The Board hereby recognizes the Association as the exclusive bargaining representative for the following groups: (A) Food Service Employees (B) Secretarial/Clerical Employees (excluding Central Office) (C) Library Assistants (D) Paraprofessionals and Monitors, including Instructional Assistants and Noon Monitors (E) Custodial/Maintenance Employees, (but excluding: Supervisory Personnel, Bus Drivers and Substitutes).

ARTICLE II

Recognition of Rights of the Board

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, but not in conflict with the conditions of this Agreement, the right to:
1. Manage and control the School's business, the equipment, the operations and to direct the working forces and affairs of the employer.
 2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and

scheduling of all the foregoing.

3. Direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine their qualifications and the conditions of continue employment.
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting, procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision.
11. The right to contract or sub-contract is vested in the employer. The employer agrees, however, that contract or sub-contracting will not be utilized to perform bargaining unit work whereby bargaining unit members would be denied their regularly scheduled and normal working hours.

B. Limits on Board Rights: The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the terms of this Agreement.

ARTICLE III
Association and Employee Rights

- A. The Association and its members shall have the right to use school building facilities as per Board policy.
- B. The employer agrees to furnish to the Association in response to written requests, public information which the Association requires to administer this Agreement and to formulate contract proposals. The Association may have copies of this data by paying to the District, if requested, the normal cost of reproducing the copies.
- C. Employees shall be entitled to have present a representative of the Association during any meeting which involves recorded disciplinary action. When a request for such representation is made, no action shall be taken until such representation is present. The Association shall make a representative available within two (2) days.
- D. When an employee is asked to sign a document (i.e. evaluation, reprimand, etc.) such signature shall reflect receipt of the document and not agreement with its content.
- E. An employee shall have the right to review his/her personnel file upon appropriate notice to the Administration.
- F. The Board will not arbitrarily or capriciously discipline or discharge any employee. A discharge will not take place without giving the employee an opportunity to explain his/her action or inaction that is the cause of the contemplated discharge. The grounds for disciplinary action shall be presented to the bargaining unit member in advance of the imposition of discipline or as soon thereafter as possible.
- G. Any case of assault upon an employee, on School property or in the performance of one's duties, shall be promptly reported to the Administration. The Board shall provide access to the Board's counsel to advise the employee of his/her rights and obligations with respect to such assault.

Employees may be required to use physical force, as allowed by law, on a pupil when it is necessary to prevent a pupil from injuring himself or others, or to prevent damage to the School property, or other reasonable purposes. The Board shall provide access to the Board's legal counsel to advise the employee of his/her rights in the event the employee is complained against or sued for such action or while the employee is in pursuit of his/her employment.

ARTICLE IV
Employee Compensation

- A. An employee engaged during the working hours in negotiations in behalf of the Association with any representative of the Board or Administration or participating in any grievance shall be released from regular duties without loss of wages when meeting is held at the mutual request of the parties.
- B. The wage rate of employees covered by this Agreement are set forth in the Salary Schedule, which is attached to and incorporated as part of this Agreement.
- C. Credit for experience:
An employee who worked in the T.K System will receive up to two years, provided he/she returns within two years of termination. Up to two years credit may be given for experience in other school systems or similar jobs.
- D. Work Hours:
1. The normal work day for regular full time employees shall be eight (8) hours, excluding non-paid lunch periods. The normal work week for regular full time employees shall consist of five (5) work days in a forty (40) hour work week.
 2. All employees will be paid overtime at the following rate: Time and one half for all work over 40 hours per week, when approved by the immediate supervisor.
 3. Double time for Sunday or Holiday work, unless it is part of the regular work week.
 4. Overtime will be offered to employees on a rotating basis in each building, with top seniority people being given the first opportunity. Records will be maintained by the Supervisor.
 5. An employee may request compensatory time in lieu of overtime pay at the rate and manner identified by law, when approved by the immediate supervisor.
 6. The District will provide for each school year employee, paid in-service or paid work opportunities up to two (2) days wage credit if unscheduled changes occur in the school calendar necessitating the loss of normal working hours.
- E. Uniforms:
1. All employees in Cooks and Cooks Helpers groups will be allowed \$65.00 to be used for uniforms or shoes. They

will be expected to wear these uniforms or shoes at all times when on duty. This allowance is for a full year. Employees working less time will receive a prorated allowance.

2. The District will provide each custodian, upon hiring, with five (5) uniform shirt/smocks. One set of coveralls will be kept in each building for custodian use. The District will provide two (2) uniform shirts/smocks each successive year. Uniforms provided by the District must be maintained by the custodian and worn on the work site.

ARTICLE V
Layoff and Recall

- A. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce staff. In the event it is necessary to reduce staff, the following procedure shall be implemented:
 1. As soon as possible, but not less than fourteen (14) calendar days, notice shall be given prior to any layoff (excluding paid vacation time).
 2. The Administration shall meet annually prior to March 15 with a representative of the Association to discuss the Seniority List. The Association shall have the right to grieve the list for five (5) days after it is established.
 3. If it becomes necessary for a layoff, the following order of reduction shall take place:
 - a. All temporary employees shall be laid off first unless there is no qualified probationary or non-probationary employee to perform the work.
 - b. Should further reduction be necessary, probationary employees shall be laid off unless there is no qualified non-probationary employee to perform the work.
 - c. If the reduction of personnel is still necessary, then regular employees in the specific positions being reduced or eliminated shall be laid off in inverse order of seniority provided another employee is qualified and available to perform the work.
 4. Bargaining unit members whose positions have been eliminated, whose hours have been reduced, or who have been affected by a layoff shall have the right to displace the least senior bargaining unit member in an

equivalent position for which they are qualified.

5. For purposes of this Agreement, qualified shall be defined as possessing the skills and requirements as listed on the job description and job posting.
- B. When the work force is increased after a layoff, or when a vacancy occurs, seniority employees will be recalled on the basis of seniority (i.e., the more senior employee being recalled first), except where the senior employee lacks the necessary qualifications to perform the duties of the open position.
1. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report for work.
 2. A recalled bargaining unit member shall be given five (5) working days from receipt of notice to respond and shall report for work within ten (10) days of notice unless an extension is granted by the employer.
 3. The employer may fill the position on a temporary basis until the recalled member can report for work provided the bargaining unit member reports within the above ten (10) day period.
 4. Bargaining unit members who are offered a position within the same classification at the time of notice of layoff are obligated to accept such work. A bargaining unit member who declines recall to equivalent work for which he/she is qualified shall forfeit his seniority and employment rights under this Agreement.
 5. No bargaining unit member shall be required to accept upon recall a position in a lower classification; however, if the position is accepted:
 - a. The employee will retain recall rights to his/her original classification as soon as a position becomes available; and
 - b. The employee will accrue seniority in both classifications for a period not to exceed two (2) years.
 - c. Inability to properly perform the job in the new classification shall result in the bargaining unit member being returned to layoff status.
 6. It shall be the bargaining unit member's responsibility

to keep the employer notified as to his/her current mailing address.

7. The recall list shall be maintained by the employer for a period not to exceed two (2) years from the effective date of the layoff. Thereafter, a bargaining unit member shall lose his/her right to recall.

ARTICLE VI
Retirement

As per Board policy, all employees shall retire at the end of that year in which they turn seventy (70) years of age. The employee may request and the Board may grant an extension, as per Board policy.

ARTICLE VII
Leave Credit

- A. All personnel shall accumulate sick leave credit at the rate of one hour per twenty hours worked for the first year of employment. After the first year of employment, sick leave will be given at the beginning of each year at the rate stated above, accumulative to 180 days of employee's equivalent time. Hours worked shall not include overtime.
- B. An employee whose illness or injury is compensable under the Worker's Compensation Act shall be entitled to use his accumulated sick leave on a prorata basis to make up the difference between Worker's Compensation benefits and his/her regular daily rate of pay for the duration of the illness or through the balance of the School Year, whichever occurs first. Provided, however, that this differential is not determined by a court or administrative agency of competent jurisdiction to be a required offset under Section 354 of the Worker's Compensation statute.
- C. A bargaining unit member who has exhausted his/her cumulative sick leave may borrow up to one (1) day of additional sick leave for each month worked up to a maximum of ten (10) days. If the employee terminates employment with the District before accumulating sufficient leave to cover that borrowed, such amount will be deducted for the final check.
- D. Leaves with pay shall be granted under the following conditions and charged against an employee's sick leave credit:
 1. Five (5) days per year for any illness in the immediate family. The use of more leave days may be applied to this area at the discretion of the superintendent.

2. A maximum of five (5) days per year for each death in the immediate family.
 3. Time necessary for the attendance at the funeral service of a person whose relationship warrants such attendance, limited to actual time of the funeral.
 4. Up to two (2) days per year may be granted to conduct a personal matter. Permission must be given by the immediate supervisor and approved by the Central Administration Office. This request must be made at least two (2) days before leave is granted except in case of emergency. Personal leave may be granted for the following reasons - doctor or dental appointments, medical, psychological, or psychiatric counseling, legal counseling, appearance in court, or property transactions. Personal leave shall not be used for seeking other employment, rendering services or working with or without pay for ones self, any type of recreation or non-business personal activities. Doctor or dental appointments under this clause shall be construed to mean routine appointments. Doctor or dental services that are required because of present illness or accident will be considered regular sick leave.
- E. Leaves with pay not chargeable against sick leave credit shall be granted for the following reasons:
1. A bargaining unit member called for jury duty shall be paid the difference between his/her regular wages and jury pay, provided proof of service is submitted.
 2. Any non-adversarial court appearance as a cause of employment at Thornapple Kellogg School will be compensated in full, with no loss of sick leave.
 3. Any appearance by an employee, as approved by the Administration, to attend a workshop, training session, cooperative program, etc. which would require the employee to be absent during the normal working hours.
- F. Leaves of Absence without pay or benefits not to exceed one (1) year may be granted upon written request to the superintendent or his/her designee and approval by the employer.
- G. Eligibility for a leave of absence requires a minimum of one (1) year of continuous employment by the Board as a permanent employee except in cases of health, child birth, or military leaves. One (1) school year will meet the one (1) year requirement for those employees scheduled to work the school year only.

H. Reasons for leaves of absence are as follows:

1. Child birth/Child care;

Child birth/Child care leave shall be allowed to all bargaining unit employees.

Applications for Child birth/Child care leave shall include a statement from the doctor giving the anticipated date of birth of the child. If complications arise and an extension of the leave is requested, such leave will be extended provided that the total of leaves does not exceed one (1) year.

2. Health Leave:

Upon recommendation of a physician a health leave without pay may be granted for prolonged illness in immediate family, spouse or children, or employee up to a maximum of one (1) year.

3. Leaves for other purposes may be granted at the discretion of the Board upon written request. Unpaid leaves of absence of up to two (2) weeks may be approved by the superintendent when authorized by the Board of Education.

4. Employees who are members of some branch of the Armed Forces, Reserve, or National Guard will be allowed time off without pay when they are on full-time active duty in the reserve or National Guard, provided proof of service is submitted. A maximum of two (2) weeks per year shall be allowed.

I. General Leave Provisions:

1. Employees on leave for health reason must either return, resign, or request a special extension for a maximum of up to one (1) additional year. When an employee's health permits his/her return, he/she shall make his/her request known in writing to the superintendent and will submit a statement from a physician of the employee's fitness for work. In the event there is a question of the employee's fitness to return to work, the Board has the right to request an examination at Board expense.

2. Requests for an unpaid leave of absence shall include the reason for the leave together with an identification of the beginning and ending dates of said leave.

3. An employee returning from an unpaid leave of absence of sixty (60) calendar days or less shall be required to notify the superintendent in writing, of his/her intent

to return at least five (5) working days prior to the date of his/her return.

4. Employees wishing to return from an unpaid leave of absence of more than sixty (60) calendar days shall be required to notify the superintendent in writing at least twenty (20) working days prior to the date of their return. An employee who is requesting an extension of his/her leave or who is submitting his/her resignation must do so, in writing, at least twenty (20) working days prior to his/her date of return. The employee will be considered as terminating his/her employment with the District if the above procedure is not followed.
 5. An employee returning from an unpaid approved leave of absence within three (3) months shall be reinstated to his/her position if available, or to the next available position comparable to the one vacated by the employee.
 6. Any employee absent because of an extended or serious illness of three (3) days or more may be required, and will be required with five (5) days or more, to present to the Business Office, prior to returning to service, a statement from a doctor indicating that his/her health is satisfactory to resume normal duties. If the District is in doubt, the employee may be sent to another doctor of the District's choice for further examination at the expense of the District.
 7. All leaves are considered as time off for the reasons stated and necessary for the protection of the employee. Any employee who willfully violates or misuses the leave provision or who misrepresents shall forfeit all pay for the stated period. Violations of the leave provision may constitute grounds for discipline up to and including dismissal.
- J. Accumulative sick leave credit shall terminate at the severance of employment. Employees with fifteen (15) years or more of service in the System shall receive upon retirement pay for every unused sick leave day accumulated at the following rate:

Scheduled to work - 4 hours of more / Less than 4 hours		
For first 25 days	\$ 5.00 per day	\$2.50 per day
26-50 days	10.00 per day	5.00 per day
51 days or more	15.00 per day	7.50 per day

ARTICLE VIII
Working Conditions

- A. All employees shall report to their work stations at a given

time. Any deviation from this, or published work rules, shall result in loss of pay and a reprimand. Excessive tardiness or unexcused absenteeism, shall result in suspension or dismissal.

- B.
 - 1. All employees will be given a job description that contains a list of their duties.
 - 2. All employees will be given a set of work rules for their area of work.
 - 3. All reprimands will include an explanation of what the violation was and how it can be corrected. Upon request an employee can meet with the supervisor writing the reprimand. A Union representative may be present.
 - 4. All such discipline shall be progressive in nature except in case of theft, possession of drugs or intoxicants, serious misconduct, and/or reckless disregard of safety of self or others while on duty.
 - 1. 1st written reprimand
 - 2. 2nd written reprimand
 - 3. Suspension
 - 4. Termination
- C. Employees working seven (7) hours per day or more shall be granted a total thirty (30) minutes break time, to be taken according to work rules.
- D. Each employee shall have a duty-free lunch period as specified in group work rules except cafeteria employees shall receive thirty (30) minutes duty-free paid lunch period. All personnel shall pay for any food or other goods consumed by them or taken from the School.
- E. Whenever any permanent vacancy in any bargaining unit position shall occur, the Board shall publicize it by posting a notice in each school building. Such posting shall be placed in a designated area. No vacancy will be filled on a permanent basis until such notice has been posted five (5) working days. The Association President shall be sent a copy of all postings.
- F. The Board supports a policy of promotion from within the staff, however, the decision of the Board is final.
- G. Employees transferring from one classification to another will receive two (2) years credit on the wage scale or be moved back two (2) years from their current position whichever is greater. Employees transferring within their classification will retain their position of the wage scale.

- H. When an employee is temporarily assigned to a higher paid position, he/she shall receive that rate of pay.
- I. All reprimands will be removed from the employee's personnel file after eighteen (18) months provided that the specific conduct which warranted the reprimand has not been repeated or involved serious misconduct.
- J. Employees who come to work during days when school is not in session due to snow days or other emergency closings will report to the building principal for a work assignment. Those bargaining unit members unable to report to work or requested not to report to work will be able to use personal business or vacation time if they have such time available. If the emergency closing is made up later in the school year then the employee will not receive additional pay for said make-up time for which the employee has previously been paid.

ARTICLE IX
Insurance

- A. The Board of Education will provide payment of premiums for the insurance as outlined in Paragraph A and B.

Level I - MESSA PAK

Full time employees scheduled to work 2040 hours or more per year. The second year and thereafter - employees scheduled to work 2040 hours or more and paid for 2040 hours or more the previous year.

Plan A for employees needing health insurance:

Super Care I
 Long Term Disability.....66 2/3%
 90 calendar days - modified fill
 Freeze on offsets
 Alcoholism/drug addiction 2 year
 Mental/nervous 2 year
 MESSA Delta Dental
 90/80/50:\$1,500 with adult ortho
 50/50/50:\$1,500 with adult ortho
 Negotiated Life...\$15,000 AD & D
 Vision....VSP-2

Plan B for employees not needing health insurance:

MESSA Delta Dental
 90/80/50:\$1,500 with adult ortho
 50/50/50:\$1,500 with adult ortho
 Vision....VSP-3
 Negotiated Life...\$50,000 AD & D
 Dependent Life....\$ 2,000/2,000 AD & D
 Long Term Disability.....66 2/3%
 90 calendar days - modified fill

Freeze on offsets
Alcoholism/drug addiction 2 year
Mental/nervous 2 year

Options...\$110 in 1991/93 and \$120 in 1993/94 to be used for any combination of MESSA/MEA Financial Services options, including approved annuities and/or dependent care-salary reduction plan. The annuities to be with the company to be named by the individual from the list of companies writing annuities in the District. A company can be added to the list, provided there are five (5) or more subscribers.

B. Level II- Less than full time of 2040 hours:

1. MESSA Supermed/Supercare I Health Insurance with \$2.00 co-pay prescription, \$50/100 deductible under the following conditions;

a. This coverage is available to those employees provided that they or members of their family are not eligible for other group medical coverage through employer of spouse.

b. It is the intent of this provision to provide health insurance protection only, and should the insurance selected by the employer cost less, the remainder cannot be received in other benefits or cash.

c. When husband and wife are both employees of the District, they may elect to each take single subscriber hospitalization, or one may elect to take full family to cover both.

d. The premium paid by the Board of Education will be prorated as follows: Scheduled to work -

1560 to 2040 hours -	100%
1040 to 1560 hours -	75%
720 to 1040 hours -	50%
540 to 720 hours -	25%

e. Unit members who are eligible for but do not elect the health insurance option will be provided the following option: Tax sheltered annuity

<u>Scheduled to work</u>	<u>1991-1993</u>	<u>1993-1994</u>
1560 to 2040 hours -	\$110	\$120
1040 to 1560 hours -	85	95
720 to 1040 hours -	60	70
540 to 720 hours -	40	50

The annuity to be with the company to be named by the individual from the list of companies writing annuities in the District. A company can be added to the list, provided there are five (5) or more subscribers.

2. Each employee under Level II shall be provided a \$15,000 term life insurance in addition to other benefits provided Level II of this Article.
- C. Eligible employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
- D. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee may be held responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- E. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
- F. To be eligible for the above coverage (or increase in coverage) employees must be able to perform a one-day-at-work requirement with this employer.
- G. Employees who have Board-provided term life or health insurance, as provided through the insurance plan, have a thirty-one (31) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep his/her term life or health insurance in force must contact the insurance carrier with thirty-one (31) days of his/her last day of employment.

ARTICLE X
Grievance Procedure

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

INFORMAL LEVEL: When a cause for grievance occurs, the affected member(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. This request shall be made within five (5) days of the alleged occurrence. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

FORMAL LEVEL 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized

in writing, within five (5) days of the meeting between the supervisor and the affected bargaining unit member(s). The grievance shall be sent to the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

FORMAL LEVEL 2: If the Association and/or grievant is not satisfied with this disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of the receipt of the grievance, the grievance may be transmitted to the superintendent or his/her designee. Within five (5) days after the grievance has been so submitted, the superintendent or designee shall meet with the Association on 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 Association and the grievant(s).

FORMAL LEVEL 3: If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within five (5) days of the receipt of the grievance, the grievance may be transmitted to the Board of Education. Within thirty (30) days after the grievance has been so submitted, a committee of the Board or a designee shall meet with the Association on the grievance. Such a meeting shall be conducted as confidentially as appropriate. It is understood that the decision on the disposition of the grievance shall be rendered by the Board no later than its next regularly scheduled meeting following the grievance hearing.

FORMAL LEVEL 4: If the Association is not satisfied with the disposition of the grievance at Level 3 or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before and impartial arbitrator. If the Association desires to submit a matter to Arbitration, a petition shall be filed (with a copy to the Employer) within ten (10) days after the Employer's Level 3 response. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

The following matters shall not be the basis for the arbitration procedure outlined in this Article:

1. Actions taken by the Employer with respect to probationary employees including but not limited to discipline up to and including discharge.

2. Any matter involving the content of an employee evaluation.
 3. Any matter for which there is recourse under State or Federal statutes.
- B. The term "days" as used herein shall mean "work days" which shall be defined as days when the grievant is regularly scheduled to work. Because school year employees have a limited number of work days, a grievance involving a school year employee that is filed on or after June 1, shall use regular week days, excluding holidays, as the definition for days. All grievances shall be processed during time which does not interfere with the performance of employee job responsibilities.
- C. Written grievances are required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section or subsections of this contract alleged to have been violated;
 5. It shall contain the date of the alleged violation;
 6. It shall specify the relief requested.
- D. The time limits in these procedures may be either shortened or extended by mutual written agreement. The time limits provided under this procedure shall be strictly observed. Failure of the grievant or Association to proceed to the next grievance step within the time limits set forth shall be deemed to constitute acceptance of the Employer's decision and shall constitute a waiver of any further appeal on the grievance.
- E. Powers of the Arbitrator
- It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence which was not previously disclosed to the other party.
3. The arbitrator shall have no power to rule on any of the following:
 - a. The termination of services of or failure to reemploy any probationary employee.
 - b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
 - c. Any matter involving the content of an employee evaluation.
4. He/she shall have no power to change any practice, policy, or rule of the Employer nor to substitute his/her judgement for that of the Employer as to the reasonableness of any such practice, policy, rule, or any action taken by the Employer. His/her power shall be limited to deciding whether the Employer has violated the express articles or sections of this Agreement and he/she shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein, remains within the reserved rights of the Employer.
5. He/she shall have no power to establish salary scales or to change any salary.
6. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
7. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the arbitrability of said dispute.
8. There shall be no appeal from the arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved and the Employer.

9. The fees and expenses of the arbitrator shall be paid by the losing party. If the award modified the position of the Employer rather than sustaining or denying the grievance, the fees and expenses of the arbitrator shall be shared equally by both parties.

F. Claim for Back Pay

The Employer shall not be required to pay back wages prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any other employment or unemployment compensation during the period of the back pay.
 2. No decision in any one case shall require a retroactive wage adjustment in any other case.
- G. During the term of the Agreement, neither the Association or any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence on any employee from his/her position or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of duties) for any purposes whatsoever.

ARTICLE XI
Conditions of Employment

- A. Health: All new employees will be required to pass a physical examination by Board approved physician prior to assuming his/her duties on the staff. If any employee has been absent for an extended period of time or for a serious illness, he/she may be required to pass a physical exam, at the expense of the Board, by a Board approved physician before returning to work.

- B. Notice of daily schedules and working days shall be provided by August 15.

- C. Vacations: Twelve-month employees only

1. Vacation Schedule:

<u>After</u>	<u>Days Vacation</u>
one (1) year	5
two (2) years	10
six (6)	11
seven (7)	12
eight (8)	13

nine (9)	14
ten (10)	15
eleven (11)	16
twelve (12)	17
thirteen (13)	18
fourteen (14)	19
fifteen (15)	20

2. Vacations must be arranged in advance with the immediate supervisor and will be scheduled during the year considering both the wishes of the employee and the efficient operation of the School System.
3. Vacation requests shall be for consecutive days except as otherwise approved by the immediate supervisor.
4. A bargaining unit member will receive his/her regular rate of pay provided under the Agreement during any vacation period.
5. When an employee leaves, after one full year of employment, his vacation pay will be pro-rated and paid with his final check. Should a bargaining unit member be laid off or retire, he/she shall receive credit for any unused vacation time through his last day of work.
6. Vacation days may not be used in advance of earning same, except to pro-rate to July 1 in the first year of employment.

D. Holiday pay will be at the following scale:

1. Full time, 12-month employees: Total 9 days.

July 4	Christmas
Labor Day	Day before New Years
Thanksgiving Day	New Years
Day after Thanksgiving	Memorial Day
Day before Christmas	
2. School year employees: Total 8 days.

Labor Day	Christmas
Thanksgiving Day	Day before New Years
Day after Thanksgiving	New Years Day
Day before Christmas	Memorial Day
3. In order to receive holiday pay, bargaining unit members will work the work day preceding and the work day following the holiday provided they are normally scheduled for work on said days except as provided in Section 4 below.
4. A bargaining unit member who is on a paid leave of absence or on vacation prior to or immediately following

a holiday shall be an exception to Section 3 above.

ARTICLE XII
Classification

A. Employees shall be classified as to the following categories:

Full Time

Part Time

Substitute

-Employee who works on an irregular per diem basis while bargaining unit employees are absent or on approved leave.

Temporary Worker

-Any worker employed by the District for special jobs or as an addition to the regular work staff. Must not exceed 60 consecutive days.

B. Classification:

Secretaries

Cafeteria Helpers

Custodians

Monitors

Head Cooks

Library Assistants and
Paraprofessionals

ARTICLE XIII
Seniority

A. Seniority shall be defined as the length of continuous employment in a bargaining unit position. Any approved leave of absence of six (6) months or less shall not be deemed as a break in continuous service. Approved unpaid leaves of six (6) months or longer shall cause seniority to be held in reserve and shall not continue to accrue. Seniority shall accrue with the last date of hire and within classification(s) as set forth in Article XII, Paragraph B.

B. Seniority dates shall be determined by the employee's most recent date of hire.

C. In cases of like seniority dates, position on the seniority list shall be determined by lot.

D. Seniority shall be lost when employees:

1. Quit, are discharged with cause, retire.

2. Layoff exceeds two years.

3. Fail to return from layoff within ten (10) working days from recall.
- E. Only members of the bargaining unit shall accrue seniority within the unit. Temporary employees shall not establish a date of hire for purposes of accruing seniority in the bargaining unit.
- A probationary bargaining unit member shall have no seniority until the completion of the probationary period at which time seniority shall revert to his first day of work.
- Any employment in a bargaining unit position as a substitute or temporary employee shall be given seniority credit provided that employment is continuous and becomes "regular" employment. If there has been no break in service between the substituting and regular employment within that position, the seniority date will be set at the employee's first day of work as a substitute. This is not intended to give seniority credit to persons substituting on an irregular basis.
- F. A bargaining unit member who changes from one classification to another shall have seniority determined as follows:
1. Seniority accrued within a vacated classification shall be retained by the bargaining unit member, but shall not continue to accrue.
 2. Seniority in a new classification shall accrue as of the first day of work in the new classification.
 3. Seniority which as accrued to the bargaining unit member as a result of his employment in any classification may be used to claim a position, pursuant to Article V, Paragraph A, within any of said classification(s).
- G. Should a bargaining unit member transfer to a non-bargaining unit position with the Thornapple Kellogg School District, seniority shall not continue to accrue; however, the unit member shall have his seniority frozen until such time as he may return to the bargaining unit.
- H. Employees new to the School System shall serve a sixty (60) working day probationary period. During this period, the employee may be dismissed without going through the progressive dismissal process. Discipline and discharge of a probationary employee shall not be grievable.

ARTICLE XIV
Deductions

- A. The Board shall make payroll deductions as individually

authorized by the employee in writing, for the following and any other programs jointly approved by the Association and the Board:

1. Association Dues
 2. Credit Union
 3. Tax-Sheltered Annuities
 4. Other deductions mutually agreed to by the Board and the Association.
- B. Authorized deductions of membership dues shall be made from one paycheck each month beginning with the first paycheck in September and ending in June of each year and the Board agrees to promptly and monthly remit to the Association Treasurer all monies so deducted accompanied by a list of employees from whom the deductions have been made.
- C. Employees covered by this contract, but not wishing to join the Association shall cause to be paid to the Association a representative fee established in accordance with Association procedures within sixty (60) days after the commencement of employment. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to nonmembers along with other required information, may not be available and transmitted to nonmembers until mid school year (December, January or February). Consequently, the parties agree that the procedures in this article relating to the payment by nonmembers shall be activated thirty (30) days following the Association's notification to nonmembers of the fee for that given school year.
- In the event that neither of the provisions of Paragraph C are met, the Board, upon receiving a written and signed complaint from the Association indicating the employee has failed to comply with either condition, shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the representation fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in an equal amount, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association or its designee, no later than twenty (20) days following deduction.
- D. The District shall notify the Association President of new employees.

ARTICLE XV
Miscellaneous Provisions

- A. Each employee shall be provided a copy of the Master Agreement, a placement form indicating: Current location, wage, hours, starting and ending dates, name of immediate supervisor.
- B. The evening shift of the custodial staff will be allowed up to four (4) hours per year, without loss of pay, to attend two (2) Association meetings. The meetings shall not begin before 4:00 p.m., shall not be over two (2) hours in length, and must be approved by the School Administration before being scheduled.

The District agrees to release the Association President or his/her designee up to five (5) days per year for the purpose of attending association meetings scheduled during the representative's shift, provided the President provides at least five (5) days advanced notice.

ARTICLE XVI
Duration

This Agreement shall be effective as of July 1, 1991 and shall continue in effect until June 30, 1994.

SALARY SCHEDULE

1. Premium per hour

Cafeteria Head Server - Cafeteria Helper Schedule

Middle School	+\$.35
Page Elementary	+ .35
West Elementary	+ .35
McFall Elementary	+ .35

Secretaries:

Executive Secretary to Principal:	Secretary rate -
Elementary	+\$.40
Secondary	+ .65

Secretary to the Administrator appointed as Curriculum Coordinator for District: Secretary rate +\$.10

Custodian: Custodial rate -

Night Premium for General Custodian	+\$.15
Building Charge	+ .55
Building Charge M.S.	++ .20
Building Charge H.S.	++ .30
Central Receiving Charge	++ .30
District Wide Grounds Charge	++ .20

Monitors:

Elementary Office Clerks - Monitor rate -		
	1991/92	+\$.15
	1992/93	+ .20
	1993/94	+ .25

Any employee in the above assignments presently receiving a rate higher than the custodial rate plus the responsibility stipend will maintain his/her present rate.

2. Longevity:

<u>Years of Continuous Service</u>	<u>1991/92</u>	<u>1992/93</u>	<u>1993/94</u>
15	\$.20	\$.20	\$.25
20	.25	.25	.30
25	.30	.30	.35

3. Pay Option: Employees shall be paid according to hours worked.

4. Determining of steps on the Schedule shall be: 1st year of work on the Base or First step. Employees will advance on the Schedule only at the start of the year - Full year employees July 1, and School year September 1 or the beginning of the School Year. Credit will be given on the following bases:

1. If employee has been employed one half or more of the year's total days, he/she will advance one (1) step.
2. If the employee has been employed less than half of the employment year, he/she will not advance on the Schedule.

5. Paraprofessional instructors will be only those persons specifically appointed to this classification, directly assisting a professional instructor with directed classroom duties.

6. All employees will receive base rate less \$.20 per hour while serving on probationary period.

7. Employees who are required to attend in-service meetings will be compensated for additional time at their regularly hourly rate. If meals and/or travel are to be included, the District will either provide or reimburse the employee costs for attendance at the program. Travel mileage will be compensated at the district approved mileage rate.

THORNAPPLE KELLOGG SCHOOL

SALARY SCHEDULE FOR NON-INSTRUCTIONAL EMPLOYEES

1991-92

Custodians

Prob.	\$7.36
Base	7.56
2	7.81
3	8.06
4	8.32
5	8.57
6	8.82
7	9.30
8	9.50

Secretaries

Prob.	\$7.56
Base	7.76
2	8.03
3	8.31
4	8.58
5	8.85
6	9.13
7	9.60
8	9.80

Head Cooks

Prob.	\$8.37
Base	8.57
2	8.90
3	9.22
4	9.54
5	9.85
6	10.05

Library Assistants

Paraprofessional

Prob.	\$7.25
Base	7.45
2	7.73
3	8.00
4	8.27
5	8.55
6	8.82
7	9.19
8	9.39

Monitors

Prob.	\$7.18
Base	7.38
2	7.56
3	7.74
4	7.92
5	8.09
6	8.27
7	8.52
8	8.72

Cafeteria Helpers

Prob.	\$7.18
Base	7.38
2	7.56
3	7.74
4	7.92
5	8.09
6	8.27
7	8.52
8	8.72

1992-93

Custodians

Prob.	\$7.81
Base	8.01
2	8.28
3	8.54
4	8.82
5	9.08
6	9.35
7	9.90
8	10.10

Secretaries

Prob.	\$8.03
Base	8.23
2	8.51
3	8.81
4	9.09
5	9.38
6	9.68
7	10.20
8	10.40

Head Cooks

Prob.	\$8.88
Base	9.08
2	9.43
3	9.77
4	10.11
5	10.45
6	10.65

Library Assistants
Paraprofessional

Prob.	\$7.70
Base	7.90
2	8.19
3	8.48
4	8.77
5	9.06
6	9.35
7	9.79
8	9.99

Monitors

Prob.	\$7.59
Base	7.79
2	7.98
3	8.17
4	8.36
5	8.53
6	8.72
7	9.03
8	9.23

Cafeteria Helpers

Prob.	\$7.59
Base	7.79
2	7.98
3	8.17
4	8.36
5	8.53
6	8.72
7	9.03
8	9.23

1993-94

Custodians

Prob.	\$8.29
Base	8.49
2	8.78
3	9.06
4	9.35
5	9.63
6	9.91
7	10.50
8	10.70

Secretaries

Prob.	\$8.52
Base	8.72
2	9.02
3	9.34
4	9.68
5	9.94
6	10.26
7	10.85
8	11.05

Head Cooks

Prob.	\$9.43
Base	9.63
2	10.00
3	10.36
4	10.72
5	11.08
6	11.28

Library Assistants
Paraprofessional

Prob.	\$8.17
Base	8.37
2	8.69
3	8.99
4	9.29
5	9.61
6	9.91
7	10.39
8	10.59

Monitors

Prob.	\$8.01
Base	8.21
2	8.41
3	8.62
4	8.82
5	9.00
6	9.20
7	9.57
8	9.77

Cafeteria Helpers

Prob.	\$8.01
Base	8.21
2	8.41
3	8.62
4	8.82
5	9.00
6	9.20
7	9.57
8	9.77

THORNAPPLE KELLOGG SCHOOL

BOARD OF EDUCATION

By: _____
President

By: _____
Secretary

By: _____
Member

By: _____
Member

By: _____
Chief Negotiator

Date of Ratification _____

KENT COUNTY EDUCATION ASSOCIATION/
THORNAPPLE KELLOGG NON-INSTRUCTIONAL ASSOCIATION

By: _____
President, KCEA

By: _____
President, TKNIA

By: _____

By: _____

By: _____
Chief Negotiator

Date of Ratification _____