

6/30/97

Godwin Heights Public Schools
Wyoming, Michigan



Godwin Heights Public Schools

**COOKS
CUSTODIANS
FOOD SERVERS
MAINTENANCE
VAN DRIVER**

THE UNIVERSITY OF CHICAGO
LIBRARY

1950

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**GODWIN HEIGHTS PUBLIC SCHOOLS
Support Staff Master Agreement**

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GODWIN HEIGHTS PUBLIC SCHOOLS

Support Staff Master Agreement Language

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 1994, by and between the Godwin Heights Board of Education (hereinafter called the "Employer") and the Kent County Education Association/MEA/NEA (hereinafter called the "Union") through its local chapter, the Godwin Heights Support Staff Association (hereinafter called the "Local").

ARTICLE I
Preamble

1.1 It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the operational and economic relationship between the Employer and the employees represented by the Union, and between the Employer and the Union; and shall set forth herein rates of pay, wages, hours of employment and other conditions of employment to be observed by the Employer, the Union, and the employees represented by it.

1.2 It is recognized by both parties that they have a mutual interest and obligation to maintain friendly cooperation between the Employer and the Local which will permit safe, economical and efficient operation and maintenance of the Employer's school buildings located in and about Wyoming, Michigan.

ARTICLE II
Recognition

2.1 The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment on behalf of all employees in the bargaining unit of the Godwin Heights Public School system (hereinafter called "employees" or, in singular "employee") described as follows:

All employees in the Godwin Heights Support Staff Association including the following **REGULAR PART- and REGULAR FULL-TIME** positions: van/delivery driver; head custodian; custodial-maintenance; swing-man; general maintenance; and maintenance skilled trades, cooks; and food servers, excluding supervisors, and all other employees of the Employer or any other employer.

ARTICLE III Representation

3.1 For purposes of representation, the Employer agrees to recognize a steward and alternate for the first shift and a steward and alternate for the second shift to be selected by the Local Union. Additionally, the Employer agrees to recognize a bargaining committee selected by the Local Union.

3.2 The Local, each year, shall promptly notify the Employer, in writing, of the names of the stewards, alternate stewards, members of the bargaining committee and the names of the officers of the Local and of any changes therein.

3.3 In the event a steward is requested to act upon a grievance during working hours, he shall notify his supervisor or other employer representative named by the supervisor to act in his absence, before he leaves his job and shall return to his job as promptly as possible, and upon returning, shall report to his supervisor. Failure to give proper notice will result in loss of pay.

3.4 Whenever a duly authorized representative of the Union, other than the steward or a member of the Bargaining Committee desires access to a school building, he shall first obtain permission from the office of the Superintendent or his designee which permission shall be granted except in extra-ordinary circumstances.

3.5 The employer agrees to release members of the Local Support Staff Union during the school year for one (1) local union meeting and such meeting may be held at the first or second shift at the Employer's discretion. The Union agrees that the arranged meeting time must be preapproved by the Employer and request at least five (5) days in advance of said meeting. Such meeting shall not exceed two hours in length.

ARTICLE IV Grievance Procedure

4.1 For the purpose of this agreement the term "grievance" means any dispute between the Employer and the Union, or between the Employer and an employee or employees, concerning the effect, interpretation, application, claim or breach or violation of this agreement. No grievance filed by an employee shall be valid unless submitted within fourteen (14) days after the occurrence or circumstance on which said grievance is based.

4.2 Any such grievance shall be settled in accordance with the following grievance procedure and the grievance form attached as Appendix A:

Step 1. Between the employee, together with his steward, and the immediate supervisor, or between the steward and the immediate supervisor, except that the steward, or the immediate supervisor may require the employee to be present if said steward or supervisor so elects. The immediate supervisor shall give his answer to the steward not later than twenty-four (24) hours after the grievance is presented to the said supervisor. This twenty-four (24) hour period excludes Saturdays, Sundays, holidays and vacation shut-downs.

Step 2. In all cases where Step 1 does not result in a satisfactory settlement of the grievance, such grievance may then be submitted, in writing, to the Director of Employee Relations within seven (7) days after it has been answered by the building administrator and/or the supervisor.

(a) Any grievance thus submitted to the Director of Employee Relations shall then be subject to discussion between the Director and the Bargaining Committee at the next regular meeting between the Director and the Bargaining Committee, or within ten (10) days of submission to the Director, except that if a grievance has been submitted within twenty-four (24) hours of a regular meeting between the Director and the Bargaining Committee it shall, at the request of either the Director or the Chairman of the Bargaining Committee, be deferred until the next regular meeting of the Director and the Bargaining Committee. The Director shall have the privilege of delegating his authority to a member of his staff.

(b) Meetings of the Director and the Bargaining Committee shall be held as needed upon request by either party. A representative of the Union may be present at the request of the Bargaining Committee. The Director or his designee shall make the Employer's decision in writing within seven (7) days after the meeting of the Director or his designee and the Bargaining Committee at which a grievance is discussed.

Step 3: Meeting of the Director and the Bargaining Committee

(a) If the grievant is not satisfied with the disposition of the grievance by the Director or

his designee, or if no disposition has been made within seven (7) days after the meeting, the grievance may be submitted to the Board of Education by filing a written copy thereof with the Secretary or other designee of the Board within ten (10) days after the Director or his designee's written response is received or due.

(b) The Board, no later than its next regular meeting, may hold a hearing on the grievance or review such grievance in executive session. The Bargaining Committee or its representative (if requested in writing) will be allowed to present the Association's position at the Step 3 meeting of the Board of Education. Disposition of the grievance, in writing, by the Board shall be made no later than four (4) days thereafter. A copy of such disposition shall be furnished to the Local President.

Step 4:

(a) If the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the four (4) day period, the grievance may be submitted by the Union to arbitration.

(b) The submission of a grievance to arbitration shall be made within ten (10) days after the receipt of the Board disposition or due date of the disposition.

4.3 Any grievance shall be deemed to be settled when not submitted (a) to Step 2, within seven (7) days after being presented to the building administrator and/or the supervisor, or (b) to Step 3, within ten (10) days after the Director's or his designee's written response is received or due, or (c) to Step 4 within fourteen (14) days after being presented at a regular board meeting.

4.4 Matters of general interpretation of this agreement which cannot be settled by the building administrator and/or the supervisor may be introduced by the Employer or the Union at Step 2 of this grievance procedure. Such grievances shall be submitted in writing by the Union to the Director of Employee Relations and by the Employer to the Chairman of the Bargaining Committee. Such grievance shall be discussed at the next regular meeting of the Director and the Bargaining Committee unless it is submitted within twenty-four (24) hours of the time at which such meeting is scheduled, in which event it may be postponed until the following meeting at the request of either the Director or the Chairman of the Bargaining Committee.

4.5 Minutes shall be kept of all meetings under Step 2 of the grievance procedure. Such minutes shall be approved by the Director and the Chairman of the Bargaining Committee by

placement of their respective initials thereon. The Employer and the Chairman of the Bargaining Committee shall each be furnished with a copy of such minutes.

4.6 In all instances where the term "days" is used in this article it shall refer to work days excluding Saturdays, Sundays and non-working holidays.

ARTICLE V Arbitration Procedure

5.1 In the event either the Union or Employer submits a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedures:

(a) Within ten (10) working days after either party notifies the other, in writing, that it desires to submit a grievance to arbitration, the party so notifying shall submit the grievance to arbitration through the Michigan Employment Relations Commission and an arbitrator shall be selected in accordance with its procedures.

(b) The grievance shall be submitted to the arbitrator and his decision shall be final and binding upon the parties to this agreement, and upon the employees; and shall be compiled with, within five (5) days after the decision is rendered, or within such additional time as the arbitrator may allow. The decision of the arbitrator shall be reduced in writing and be submitted to both the Employer and the Union. The arbitrator shall in his decision specify whether or not the decision is retroactive and the effective date thereof.

(c) In the event that either party disputes the arbitrability of such grievance, the party may require the arbitrator to decide such issue before proceeding to hear the merits of the case. The disputing party shall be required to pay the arbitrator's fees and expenses for the hearing on the issue of arbitrability.

(d) The arbitrator, after hearing the grievance in dispute, shall render his decision, in writing, within thirty (30) days after the close of the hearing, or if briefs are filed, within thirty (30) days after the date for filing.

5.2 Both parties will be given an opportunity to present witnesses and offer testimony before the arbitrator.

5.3 The arbitrator shall have no power to add to or subtract from or to modify any of the terms of this agreement or to arbitrate wages or applicable production standards. Nor shall he substitute his discretion for that of the Employer where such discretion has been retained by the Employer, nor shall he exercise any responsibility or function of the Employer or the Union.

5.4 Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

ARTICLE VI Discipline Procedures

6.1 The Employer, when taking formal action against an employee, shall give a copy of such action to the employee, a copy to the employee's steward if requested by the employee; and a copy shall be retained in the personnel record of the employee. When imposing such discipline, the action shall be limited to the pertinent act causing the reprimand.

However, notwithstanding the previous paragraph, the Board shall have the management right to implement its progressive discipline relative to employees as it considers and reviews the work record of the employees prior to the implementation of final discipline.

6.2 The Employer, when disciplining an employee by discharge while at work on the school premises, shall give a written notice of discharge with cause in the presence of a steward if requested by the employee. Any such employee will be allowed, if requested by him, to discuss the action of the Employer with the steward in any office designated by the Employer prior to the employee being required to leave the school premises.

(a) A meeting shall be held under Step 2 of the grievance procedure within forty-eight (48) hours after any discharge. This paragraph shall not apply to probationary employees.

(b) If the grievant is not satisfied with the disposition of the grievance by the Director of Employee Relations, the grievance may be submitted to the Board of Education in accordance with Step 3 of the grievance procedure.

6.3 No non-probationary employee shall be discharged or disciplined without just cause.

6.4 After the initial probationary period, if an employee's performance is later evaluated and determined by the administration as not being acceptable or if the employee's overall conduct warrants discipline, the employee may be placed on a performance or disciplinary period of warning.

- a. Prior to being placed on probation, the employee will be given a written statement of deficiencies, a plan for correction and a timeline for improvement. The statement of deficiencies and plan for correction shall be given to the employee by March 1. In the event necessary improvements do not occur, the employee will be placed on probation by the personnel department starting July 1. If probationary status is caused by a specific inappropriate conduct(s), the employee will be placed on probation at the time of discipline.
- b. It is understood that the probationary period will not be utilized for incidents of gross misconduct that results in the employee's discharge.
- c. Employees placed on either performance or disciplinary probation will not be eligible to apply for vacancies and/or promotions.
- d. Wages of employees on probation will be frozen for the duration of the warning period.
- e. No warning period shall exceed six months. However, the administration may with cause extend any disciplinary probation for an additional six months if sufficient improvements are not made.
- f. In the event a warning period does not produce the necessary improvements in the employee's performance or conduct, the employee will be terminated by the district.

ARTICLE VII Union Security

7.1 All employees of the Employer shall become and remain members of the Union in good standing or pay to the Union a service fee of no more than the established Union dues as a condition of continued employment with the Employer, not later than the first pay period following the thirty-first (31) day of their employment with the Employer.

(a) The local President shall submit to the Assistant Superintendent, in writing, the cost of dues and service fees by August 1st of each school year.

(b) The Employer shall be free from any liability over establishment of all dues and service fees.

7.2 Employees shall be deemed to be members of the Union in good standing or non-union employees in good standing with the meaning of this Article if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.

ARTICLE VIII Dues Check-Off and Payroll Information

Check-off:

8.1 The Employer shall deduct from the pay of each Employee, who has submitted to the Employer an individual written authorization for such deduction, the amount of Union dues or service fees certified to the Employer by the Local Treasurer of the Employees.

(a) The deduction of dues or service fees shall cover the current pay period in which the said deduction is made.

(b) Such individual written authorization shall be revocable by the Employee upon thirty (30) days of written notice to the Employer or upon termination of this Agreement whichever occurs first.

8.2 Union dues or service fee deductions shall be made monthly for a period of ten (10) months from September through June and the amount deducted by the Employer from the pay of Employees, together with a list of all Employees from whose pay deductions have been made, shall be transmitted to the Local Treasurer within a reasonable time after such deductions are made. the Union hereby expressly agrees to collect all initiation fees, special assessments and similar charges, and the same shall not be deducted from the Employee's pay by the Employer.

8.3 The Employees and the Union agree that the Employer is free from liability for the funds deducted as dues or service fees except to issue a check in the name of Godwin Local of KCEA/MEA/NEA for the dues deducted.

8.4 The Employees and the Union shall and hereby agree to indemnify and save the Employer harmless as against all claims, demands, suits or any other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon certified list furnished to the Employer by the Union, or because of any claim arising out of the Employer's compliance with the provisions of Article VII of this Agreement.

8.5 The payment by the Employer to the Local of the funds deducted from the employee's pay in accordance with his individual authorization card shall fully satisfy the obligation of the Employer to the Union and to the employees for all deductions covered by said payment. Thereafter, any claims made by any employee with respect to deductions made by the Employer during the period covered by the payment shall be made against the Union.

8.6 The Employer will make available to the Treasurer of the Local, no later than five (5) days following his/her request, the names of all employees separated from the payroll, recalled, hired, on lay-off or approved leave of absence.

Payroll Information:

8.7 Accrued salary is paid every two weeks.

8.8 F.I.C.A., State, and Federal Withholding Tax are required deductions and will automatically be taken from gross earnings each pay day.

8.9 Deductions shall be made to cover the cost of optional benefits provided in the Employer sponsored insurance plan which are not provided for or paid by the Employer and other such authorized deductions.

ARTICLE IX
Seniority

9.1 Seniority shall mean length of service with the Employer since the employee's last hiring date, unless said employee was outside the bargaining unit at the time of hiring. In that instance, seniority shall mean length of service with the Employer since the employee's date of entrance into the bargaining unit. Seniority of part-time employees shall accrue at a pro-rata rate of a full-time employee.

If two or more employees are hired on the same day, they shall draw lots to determine who shall be placed before the other on the seniority list, and once placed on the list, their names will remain unchanged in position.

The accrual of seniority for only the cooks and food servers shall be limited to within the said classifications and shall be credited from the time of continuous hire into the food server or cook classification if prior to the date of joining the bargaining unit.

9.2 All new employees and employees who have been rehired after loss of seniority, shall be considered as probationary employees for the first ninety (90) days after hiring or rehiring, during which period they may be discharged or laid-off by the Employer without regard to provisions of this Agreement, except in instances where such discharge or lay-off of a probationary employee is contrary to law. There shall be no responsibility for the rehiring or recalling of probationary employees if their services are dispensed with during the probationary period. At the expiration of the probationary period, an employee's seniority will be established as of his hiring date.

The ninety (90) day period may be extended for any absences during that period, by the amount of said absences.

9.3 If a lay-off occurs for any reason, the Superintendent or his designee will meet with the Local bargaining committee to inform them of the lay-off and any possible options the Employer may provide in implementing the lay-off. In advanced planned and/or projected lay-offs for reasons other than emergencies, the employer will give twenty (20) days notice prior to implementing such lay-off. Probationary employees employed in those classifications where lay-offs shall occur shall be first to be laid off. Employees in each classification, who are not on probation, shall be laid off according to the inverse order of their seniority in that classification. Employees, who are not on probation and have been laid off within their classification, shall have the right to replace a less senior employee in a different classification of equal pay or less provided they can physically and mentally perform the work. The classification of equal pay is determined the highest classification rate excluding longevity steps attained by said employee as defined in Article XIV. An employee exercising seniority rights to replace another employee shall be limited to replacing the least senior employee in the same or lessor classification.

Bumping of positions among food service employees will not be allowed except in the case of lay-off or reduction of hours beyond 10% of the employees current hours and where any employee has the seniority and qualifications, that the person would be laid off or reduced in hours if he/she didn't bump.

9.4 When the work force is increased following a lay-off, nonprobationary employees laid off shall be recalled to their classification in inverse order of lay-off. The employer shall not be required to recall any probationary employees. Any laid off employee, who is not participating in an unemployment benefit program and is recalled to a position or classification less than the position or classification held prior to lay-off, shall have the right to refuse recall without penalty or loss of future recall rights. However, any other employee recalled must accept recall or lose all future rights of employment with the Employer.

9.5 In the event of a breakdown of machinery, lack of work or change in calendar or schedule of events, lay-offs should be limited to the day of the incident causing the lay-off, plus the following two (2) work days. In the event that such incident exceeds the limit, normal lay-off procedures will be implemented.

9.6 A recall list shall be maintained by the Employer for two (2) years.

9.7 The employer shall prepare and maintain a seniority list showing the length of service of all employees with the Employer. Such list shall be posted on the employee bulletin boards and two (2) copies shall be furnished to the President of the Local once each year. Each employee shall have the right to protest any error in his seniority status within ten (10) days after the list has been posted.

9.8 Employment and seniority of employees shall be terminated by one of the following causes:

- (1) Quit
- (2) Discharge for cause;
- (3) Failure to report to work at termination of leave of absence;
- (4) Failure to make known, in writing, within five working days after receipt of a certified letter which has been sent to an employee's last known address on record with the employer notifying the employee to return to work from lay-off, his intention to return to work; or failure to report for work within seven (7) days after the employee notifies the Employer, in writing, of his intention of return to work.
- (5) Employees who are absent from work for any reason, unless on an approved leave of absence will be expected to notify the Employer one (1) hour prior to the starting of work time on the first day of such absence, giving the reason for the absence and expected date of return to work. Five (5) days of absence without notice shall automatically terminate employment seniority.
- (6) Continuous lay-off of more than two (2) years; and
- (7) Retirement

- 9.9 The following shall not be considered as breaks in accumulated service:
- (1) Absence as required by law for jury duty, court witness, provided the Employer is properly notified in advance; and
 - (2) Absence due to National Guard or Military Encampment or Naval training duties, provided the Employer is notified in advance.

9.10 Insurance benefits payable under this Agreement may be continued for laid off employees up to one (1) year following the date of lay-off, so long as the premiums are paid by the laid-off employee and such continuation is allowed by the insurance carrier.

**ARTICLE X
Vacations**

10.1 All full-time employees working less than a full calendar year shall receive paid vacation leave at the rate of:

- | | | |
|--------------------------------|---|--------------|
| (1) Less than ninety (90) days | - | No Vacation |
| (2) 1-5 Years | - | 8 work days |
| (3) 6 Years | - | 9 work days |
| (4) 8 Years | - | 10 work days |
| (5) 10 Years | - | 11 work days |

Part-time employees will be eligible for vacation on a pro-rata basis depending on the years of service with the district.

10.2 As of June 1 of each year, employees assigned to and have worked a full calendar year shall be entitled to and receive vacation credit as follows:

90 days to one (1) year	Pro-rata portion of ten (10) work days
One (1) year - Five (5) years	Ten (10) days
Six (6) years	Eleven (11) days
Seven (7) years	Twelve (12) days
Eight (8) years	Thirteen (13) days
Nine (9) years	Fourteen (14) days
Ten (10) years	Fifteen (15) days
Eleven (11) years	Sixteen (16) days
Twelve (12) years	Seventeen (17) days
Thirteen (13) years	Eighteen (18) days
Fourteen (14) years	Nineteen (19) days
Fifteen (15) years and over	Twenty (20) days

10.3 The normal vacation period shall be during the time when school is not in session. Vacations may be requested at other

times during the year subject to the Employer's approval. Employees with the greatest seniority shall be given preference with respect to the time they take their vacation subject to the Employer's school calendar and schedule of events. As the performance of the duties of employees in the bargaining unit must be continuous during the year, it is not possible for all employees in a classification to be absent on vacation at the same time. An employee must submit a request, in writing, prior to March 1, stating his preference or preferences, for a vacation period and such requests will, subject to the employer's school calendar and schedule of events and seniority of other employees who make their request prior to March 1, be honored. Thereafter, prior to May 1, the employer shall post a notice for listing of scheduled vacations on the bulletin board. Vacations must be taken for each year within twelve (12) months after an employee becomes eligible for a vacation, unless the employer, the Union and the employee agree that an employee may forgo all or part of his vacation. If an employee does forego all or part of his vacation, he/she shall receive his/her regular pay for time worked in addition to his vacation pay.

Support staff employees assigned to a building occupied by students are eligible for vacation usage when school is not in session. However, these employees shall be eligible to request vacation when school is in session based on their previous year's work attendance:

0-3 days absent	---	5 vacation days
4-5 days absent	---	3 vacation days
6 days - annual days allotted	--	1 vacation day

It is understood days of absence where the employee qualifies for pay under the Worker's Compensation Act, Bereavement Days as defined in 18.3 (b) (3) of the Master Agreement, and Funeral Days as defined in 18.3 (b) (4) shall not be counted into this formula.

A letter of understanding was also developed regarding the intent of this section. The letter is as follows:

Letter of Understanding

It is the expressed understanding between the Support Staff Association and the Godwin Heights Board of Education that a member of the Support Staff Association assigned to a building may request vacation time during school time based on the extenuating circumstances. Consideration will be given on an individual basis. Consideration will be based on the circumstances of the request, the previous work performance of the employee and attendance record.

This agreement shall be in effect for the duration of the currently negotiated contract.

10.4 An employee may elect to hold over one (1) week of his/her vacation time to be applied on the next year's vacation provided that notice of such election is given to the employer prior to May 1, of the year in which the employee wishes to have the one (1) week held over.

10.5 If an employee leaves the employ of the Employer, it is understood that an employee who has earned a vacation as provided in Sections 10-1 and 10-2, shall be entitled to his/her vacation pay regardless of the reason for his/her leaving the employ of the Employer.

10.6 The vacation pay due an employee who has died shall be paid as promptly as possible by the Employer to the person whom the Employer believes to be the employee's spouse and, if he/she has no spouse, to the person or persons who the Employer believes to be his/her next-of-kin.

10.7 The amount due to each employee for his/her vacation shall be paid before vacation or on the first payday after it is determined that such employee will not take a vacation. However, the employer will pay an employee's vacation pay to him/her at the time he/she becomes entitled to a vacation, in the event an employee so requests in writing.

10.8 Vacation time shall be earned during an employee's probationary period of ninety (90) days but shall not be a claim for pro-rata vacation pay under paragraph 10.1 and 10.2, if the employee is terminated for any reason during his/her said probationary period of ninety (90) days.

10.9 If the employer decides that the buiding(s) shall be closed and operation(s) shut down during the Christmas vacation period, the custodial/maintenance shall be given, whenever possible, at least fourteen (14) days of advance notice.

10.10 For the purpose of this Article only, seniority for vacation pay of full-time employees who were formerly temporary helpers (as defined in Article XXII) shall be determined by the most recent hiring date of continuous service when the employee became temporary help.

10.11 Except for advance Employer approval of sepecial and/or unusual circumstances, all vacation days must be earned and credited before an employee becomes eligible for said vacation.

ARTICLE XI
Vacancies, Promotions and Transfers

11.1 The Employer agrees to post notice of job vacancies classified as Local Employee positions, for existing and new jobs, on all Local bulletin boards.

11.2 Notices are to be posted within seven (7) calendar days of the date of vacancy or initial approval of the new position and shall be posted for a period of seven (7) calendar days. Such vacancies shall be filled by Employees (members) in the Union who apply and are qualified under Section 11.5 of this provision before outside applicants are considered for the vacancy.

11.3 A copy of all Local position postings and the name of the person(s) awarded the job shall be sent to the Local President when the position has been filled.

11.4 The Employer may transfer any member of the bargaining unit in addition to the "swing-man" temporarily or permanently. In the event that the transfer is unrequested by the employee and is to a classification of a lesser hourly rate, the employee will maintain his/her existing hourly rate until the job classification rate surpasses the transferred employee's rate at the time of the transfer.

11.5 In all cases of promotions and transfers the following factors shall be considered:

- (a) Seniority
- (b) Qualifications for the job (including, but not by way of limitation, knowledge, training, skill, ability, efficiency and physical fitness).
- (c) Evaluation of employee's work standards, work record and work habits including absence records and cooperative attitude.

11.6 When, in the judgment of the Employer, two or more employees possess equally the factors in Article 11.5 above, the most senior employee shall be promoted.

11.7 If a non-probationary member of the bargaining unit has been given an unrequested promotion to a higher classification, he shall be granted a four (4) week trial period. If during this period the employee is not satisfied, he may revert back to a position in his former classification.

11.8 Employees shall not be eligible to request transfers from one building to another during probationary status. This waiting period does not apply to employees involuntarily transferred to their present position.

**ARTICLE XII
Temporary Transfers**

12.1 For the efficient and uninterrupted operation of the school building units in the Employer's school system, in circumstances beyond the control of the Employer, the Employer shall have the right to transfer any employee to temporary work outside of his classification. In all such instances of temporary transfer, the Employer shall make a reasonable effort to temporarily transfer employees based upon their seniority in their classification. The employee so transferred will immediately receive his classification wage rate or the wage rate of the job to which he is transferred, whichever is higher, which rate shall be paid to such employee through the end of the fiscal year (June 30) in which the transfer occurred. Exception to the above clause shall be the "Swing-Man", whose position and salary have been expressly designed for the purpose of transfer.

**ARTICLE XIII
Retirement**

13.1 An employee who attains the age of seventy (70) shall be retired on his seventieth birthday or upon written request submitted to the Superintendent's office thirty (30) days prior to their seventieth (70) birthday shall be allowed to continue to work until the end of the school year within which he has attained the age of seventy (70). For the purpose of this Article the school year shall be from July 1, through June 30, of the succeeding year.

**ARTICLE XIV
Wage Schedule**

Classifications effective July 1, 1994 - Wage Schedule Per Hour

	Custodial/Maintenance 1994-95					
	Prob. Rate	Classif. Rate	Year 10	Year 15	Year 20	Year 25
Van Driver	9.99	10.54	10.71	10.82	10.93	11.05
Custodian	12.54	13.09	13.26	13.36	13.48	13.59
Head Custodian	12.76	13.31	13.48	13.59	13.71	13.82
Custodial/Maintenance	12.88	13.43	13.59	13.71	13.82	13.93
Swingman	12.88	13.43	13.59	13.71	13.82	13.93
Maintenance	12.91	13.46	13.64	13.74	13.86	13.96
Maint. Skilled Trades	13.68	14.23	14.40	14.52	14.63	14.75

	Food Service 1994-95									
	Base Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 10	Step 15	Step 20	Step 25
Cook	8.94	9.22	9.50	9.81	10.11	10.40	10.52	10.63	10.74	10.85
Food Server	8.56	8.83	9.14	9.43	9.73	10.04	10.14	10.26	10.36	10.49

Classifications effective July 1, 1995 - Wage Schedule Per Hour

Custodial/Maintenance

1995-96

	<u>Prob. Rate</u>	<u>Classif. Rate</u>	<u>Year 10</u>	<u>Year 15</u>	<u>Year 20</u>	<u>Year 25</u>
Van Driver	10.20	10.75	10.92	11.04	11.15	11.27
Custodian	12.80	13.35	13.53	13.63	13.75	13.86
Head Custodian	13.03	13.58	13.75	13.86	13.98	14.10
Custodial/Maintenance	13.15	13.70	13.86	13.98	14.10	14.21
Swingman	13.15	13.70	13.86	13.98	14.10	14.21
Maintenance	13.18	13.73	13.91	14.01	14.14	14.24
Maint. Skilled Trades	13.96	14.51	14.69	14.82	14.92	15.04

Food Service

1995-96

	<u>Base Step</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 10</u>	<u>Step 15</u>	<u>Step 20</u>	<u>Step 25</u>
Cook	9.11	9.41	9.69	10.01	10.31	10.61	10.73	10.84	10.96	11.07
Food Server	8.73	9.01	9.32	9.62	9.93	10.24	10.34	10.47	10.57	10.70

Custodial/Maintenance

1996-97

	<u>Prob. Rate</u>	<u>Classif. Rate</u>	<u>Year 10</u>	<u>Year 15</u>	<u>Year 20</u>	<u>Year 25</u>
Van Driver	10.47	11.02	11.20	11.31	11.43	11.55
Custodian	13.13	13.68	13.86	13.97	14.10	14.20
Head Custodian	13.37	13.92	14.10	14.20	14.33	14.45
Custodial/Maintenance	13.49	14.04	14.20	14.33	14.45	14.57
Swingman	13.49	14.04	14.20	14.33	14.45	14.57
Maintenance	13.53	14.08	14.26	14.36	14.49	14.60
Maint. Skilled Trades	14.33	14.88	15.06	15.19	15.29	15.42

Food Service

1996-97

	<u>Base Step</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 10</u>	<u>Step 15</u>	<u>Step 20</u>	<u>Step 25</u>
Cook	9.34	9.64	9.93	10.26	10.57	10.88	10.99	11.11	11.23	11.35
Food Server	8.95	9.24	9.55	9.86	10.17	10.49	10.60	10.73	10.84	10.96

Wages and Job Classifications

14.1 Employees who are in the employ of the employer as of the date of this Agreement shall receive the wage rate of their respective classifications as determined by their seniority with the employer as of the date of this Agreement and thereafter, their wage rates shall be determined in accordance with the above schedule and the other provisions as listed below.

14.2 New employees will normally be hired at the probationary rate of their classification -- but the employer may hire employees above such rate, up and including the classification rate, based on the new employee's previous experience.

Custodial/Maintenance

- (a) Probationary rate - Salary rate from the date of hire through a successful probationary period.
- (b) Classification rate - Salary rate from the first date after successfully completing the probationary period.

Food Service

- (a) Probationary rate - Salary rate of the assigned step less \$.25 per hour from the date of hire through a successful probationary period.
- (b) Classification rate - Salary rate from the first date after successfully completing the probationary period.

14.3 Custodial/Maintenance employee working on the second shift and assigned thereto shall receive a premium of fifteen (.15) cents per hour and employees working the third shift and assigned thereto shall receive a premium of twenty (.20) cents per hour added to their hourly wage.

All food servers and cooks are considered to be first shift employees.

14.4 Should an employee be required to use his/her own vehicle while on the job, his mileage shall be reimbursed by the employer at the IRS rate with the exception of the Maintenance Skilled-Trades classification as outlined in Article XIV. Maintenance Skilled-Trades employees will be reimbursed at the rate of thirty-five (.35) cents per mile.

**ARTICLE XV
Overtime and Premium Pay**

15.1 For the purpose of this Agreement and the computing of overtime compensation, the regular work week is forty (40) hours and the regular work day is eight (8) working hours. The work week shall be any five (5) regular working days consecutively Monday through Saturday. It is understood that the above definition does not constitute any specific work shifts or time assignments. Such assignments are the sole responsibility of the employer.

15.2 Premium payments for overtime, Sundays and holidays shall be paid in accordance with the terms of this Article, but the payment of a premium for any hour, or any portion thereof, shall exclude that hour or portion thereof from consideration for premiums of any other basis, it being the intent of this provision that there shall be no duplication of premium payments.

15.3 Time and one-half shall be paid for all hours worked in excess of forty (40) hours in any one (1) week or for all hours worked in excess of eight (8) hours in any one (1) day.
(NOTE: See Article 33.1)

15.4 All hours worked during a shift which extends over to the following day shall be compensated for as if worked on the day during which the shift begins.

15.5 The Employer shall make every effort to schedule the regular work day for each Custodial/Maintenance and Food Service shift so that it is worked in consecutive hours. The parties understand, that it is worked in consecutive hours. The parties understand, however, that in certain instances, it will be necessary to schedule and work a split shift. In instances where an employee works on such split shift, he/she shall receive "inconvenience pay" for each day worked on said split shift in an amount equal to one (1) hour's pay at his/her straight-time rate.

"Inconvenience pay" shall not be applicable for food service employees when two part-time jobs are combined into one assignment.

15.6 In each instance that an overtime assignment exceeds four (4) hours duration in a working day, employees working such overtime shall receive a paid lunch period of one-half (1/2) hour.

15.7 Custodial/Maintenance employees shall be entitled to a thirty (30) minute lunch and two (2) paid, fifteen (15) minute coffee breaks per shift. Coffee breaks will be scheduled with one (1) during the first half of the shift and one (1) during the second half, with the absolute understanding that the employees are to remain in their assigned buildings or current assigned work area.

Food Service employees working 6.5 hours or more per day shall be entitled to a thirty (30) minute lunch and one (1) paid fifteen (15) minute coffee break per four (4) hour shift. Food Service employees working less than four (4) hours per shift will not be entitled to the lunch or coffee break provisions of this section.

15.8 A Custodial/Maintenance employee requested to work a specified number of hours of overtime shall, upon reporting for work, be granted the number of hours as specified or pay for such number of hours if not provided with such work. A Custodial/Maintenance employee requested to work overtime but without hours specified, shall be paid only the hours worked unless he has been recalled to his job after having left the school premises. In which event he shall be guaranteed at least two (2) hours of overtime work or three (3) hours of straight-time pay in lieu thereof. Payment shall not be required to be made by the Employer when the failure to provide overtime work is due to a situation beyond the control of the Employer, including but not limited to mechanical failure, emergency breakdown, electrical failure or other such cause.

15.9 All overtime work for the Custodial/Maintenance classifications, shall be divided, insofar as feasible and practicable, among the employees in a classification within the separate school building units, then among all employees within the school building unit where the overtime assignment is located.

Overtime work for food service employees shall be assigned by the supervisor with the intent of dividing overtime assignments among the employees by seniority within the classifications, provided the said employee considered for the overtime possesses the necessary skills of the assignment.

15.10 In addition to regular holiday pay, time and one-half shall be paid for all hours worked on the full holidays hereinabove named and for all hours worked in excess of four (4) hours on the half holidays hereinabove named. Double time shall be paid for all hours worked on Sundays.

15.11 No overtime work shall be performed without express approval or authorization from the immediate supervisor.

ARTICLE XVI New Classifications

16.1 The Employer may establish such new classifications as it deems necessary or desirable in its operation of its school building units. The Employer shall select the employee or employees to fill such new classifications based upon the criteria set forth in Article XI, paragraph 11.5, of the Agreement. The wage rate for any such new classification shall be negotiated by the Employer and the Union. During the negotiation of the wage rate, the Employer shall pay such rate as it shall establish for the new classification; but any increase in any wage rate shall be retroactive to the date the new classification was established.

ARTICLE XVII
Holiday Pay

17.1 The Employer agrees to pay all employees for the number of hours of their regular assignment at their straight time hourly rates of pay, exclusive of shift and overtime premiums, for the nine full days and one-half day (9-1/2) as listed in 17.3 provided they meet all of the following eligibility rules:

- (a) The employee would otherwise have been scheduled to work on such day if it has not been observed as a holiday, and
- (b) The employee has worked all scheduled hours of his last scheduled work day prior to and his next scheduled work day after such holiday.

17.2 Employees with the necessary seniority who have been laid-off in a reduction in force during the work week prior to, or during the work week in which a holiday falls, shall receive pay for such holiday. When a holiday falls within an eligible employee's approved vacation period and he/she is absent from work during such holiday, or on his/her scheduled vacation he/she shall be paid for such holiday. When an eligible employee is on an approved paid leave of absence on the day prior to or the day following the holiday, he/she shall be eligible for pay for that holiday.

Employees accepting a holiday work assignment and then failing to report and perform such work without reasonable cause acceptable to the Employer, shall not receive pay for the holiday. The holiday pay provisions that are contained in this paragraph are in addition to payment to be made to employees eligible under this paragraph who work on a holiday, the time for such work being paid as provided in the Agreement.

In applying the above procedure, when any of the above enumerated holidays fall on Saturday or Sunday and the prior or following day is observed as the holiday by the State or Federal Government, the equivalent number of work days immediately preceding or following such holidays shall be granted as holidays.

17.3 New Year's Day, Good Friday (half day), Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day shall be observed as holidays. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. If any of the above mentioned holidays do not fall during the employees assigned work year, then that particular day would not qualify for holiday pay and would also reduce the total number of days in Section 17.1 by the applicable amount.

ARTICLE XVIII
Leaves

18.1 Upon written application, leaves of absence without pay, not to exceed one (1) year, may be granted employee upon approval of the Employer with the following understanding:

- (a) Employees on such leave will not be considered for any vacancies that may occur during the leave period.
- (b) Employees, whose leave request has been denied, may resubmit application for leave; however, the actions of the Employer upon request for leave are not subject to the grievance and arbitration procedures of the Agreement.
- (c) Employees on such leave shall continue to accrue their seniority.
- (d) Employees on such leave shall not accumulate any benefits and shall be responsible for paying all insurance costs for the period of time they are on unpaid leave.
- (e) Employees qualifying for the Long Term Disability coverage of Section 23.4 of Workers Compensation will automatically be granted leave for the remainder of the contract year.

18.2 An employee who serves on jury duty shall be considered on an approved leave of absence and shall receive the difference between his/her pay for jury duty and his/her regular pay if such jury duty and his/her regular pay shall fall in part or in whole within the employee's normal work time.

18.3 Leave days:

- (a) Each employee shall be credited with one (1) day per month leave at the end of each month of their scheduled work year. Those persons working less than an eight (8) hour day shall have leave day pro-rated on the basis of the fraction of an eight (8) hour day that they work. The unused portion of said leave days shall be accumulated without limit.
- (b) Leave days shall be used for the following purposes only:
 - 1) Personal illness or injury which renders the employee unfit for service.

- 2) Illness in the immediate family not to exceed three (3) consecutive calendar work days (spouse, child, parent). It is expressly understood that such leave is not for babysitting purposes.
- 3) Five consecutive calendar work days because of death in the family (spouse, child, parent, brother, sister, grandparent, grandchild, mother/father-in-law, and those standing instead).
- 4) Funeral attendance of one (1) day not to exceed three (3) such days per year.
- 5) Personal business not to exceed two (2) days for custodial/maintenance and three (3) days for food service personnel per calendar year provided that whenever possible the employer has approved the leave at least forty-eight (48) hours in advance. The forty-eight hour (48) hour notice shall be waived in emergency situations; however, to assure payment for such leave approval must be obtained. This leave is expressly for the transaction of business or for handling matters of personal nature which cannot be attended to on weekends, outside normal work hours or during vacation periods. It does not include seeking other employment, rendering services or working with or without remuneration for one's self or others, religious purposes, recreational activities or for extending a vacation or holiday.

Personal Business leave shall be deducted from the accumulative paid leave days and shall be granted only when sufficient leave days have been accumulated to cover the leave.

- (c) Cumulative paid leave days shall terminate at the severance of employment. Employees with ten (10) years or more service in the system shall receive a severance pay for every unused day accumulated as follows:

for the first 25 days (1-25)	--\$10.00 per day
for days 26 - 50	--\$10.00 per day
	(\$15.00 per day in 1995-96)
for days 51 - 100	--\$15.00 per day
	(\$20.00 per day in 1996-97)
for days 101 and above	--\$25.00 per day
	(\$30.00 per day in 1996-97)

- (d) Upon exhaustion of their sick leave each employee will be granted one (1) automatic unpaid leave with proof of medical necessity for up to one (1) full year. Any further necessity for such leave during their term of employment must be applied for under Article 18.1, above.
- (e) In cases where the employee is paid benefits under the Worker's Compensation Act, leave payment hereunder shall not exceed the difference between the employee's regular straight-time wage prior to his injury or illness and the benefits paid under the provisions of said Worker's Compensation Act, until the payments from the Worker's Compensation Act have expired. Sick leave that has accumulated shall be deducted on a pro-rata basis from the accumulated total days.
- (f) Any abuse of paid leave days for purposes other than these stated shall be cause for disciplinary action.
- (g) For those employees whose sick leave has expired prior to the effective date that Short Term and Long Term Disability insurance commences, the Board and the Union agree to establish an Emergency Leave Bank which shall either cover or reimburse those eligible employees for lost compensation during the waiting period. The Bank will be annually maintained at no less than fifty (50) leave days. The Board agrees to provide twenty-five (25) days at the start of 1989-90 to the said Emergency Leave Bank. Thereafter, the Bank shall be maintained by each employee contributing a leave day from his/her credited leave days. The transfer of leave days shall be made by the Local President in writing to the Superintendent of Schools. It is understood that the Emergency Leave Bank is used for Short Term and Long Term Disability only.

18.4 The Board may grant to an employee, without request from said employee, a sick leave because of physical or mental disability. The Board may request that an employee undergo a physical or mental examination at Board expense when there is administrative concern over the physical or mental well-being of said employee. Failure to comply shall be considered cause for disciplinary action up to and including dismissal.

- (a) The employee on unrequested sick leave shall receive his accumulated sick leave until he is eligible to make application for disability pay under the disability insurance provided by the Employer.

18.5 Selective Service Exams:

- (a) Those Godwin employees who are selected, through circumstances beyond their control, for examinations by the Selective Service Agencies shall be granted the necessary days of travel prior to and following the exam and the day(s) of the examination with full salary and without loss of any leave days that may have accumulated.
- (b) Those Godwin employees who are undergoing a voluntary examination for the purpose of enlisting in a branch of the armed forces shall be granted only those considerations already present in the policy and they shall not receive the considerations list in paragraph (a) above.

18.6 Signed statements verifying the reason for any absence shall be submitted by the employee to his/her building administrator following any such absence on a form provided by the Employer.

**ARTICLE XIX
No Strike Agreement**

19.1 The Union and its individual members agree that a "strike" is not in the interest of the children of **GODWIN HEIGHTS PUBLIC SCHOOLS**; and, therefore, the Union and its individual members agree not to strike.

19.2 As used in this article, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations, of employment. Nothing contained in this article shall be construed to limit, impair or affect the right of any grievance, complaint or opinion of any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

19.3 The Union and its individual members agree that they will not directly or indirectly take reprisals of any kind against an Employee who continues or attempts to continue the full, faithful and proper performance of duties or who refuses to participate in any of the activities prohibited in this article.

ARTICLE XX
Management Functions

20.1 The management of the Employer's operations and the direction of the work force in the operation of the bargaining unit work of the Employer are vested in the Employer exclusively as functions of management, including but not limited to the following rights:

(a) To hire, recall, transfer and promote employees; to reprimand, demote, suspend and discharge employees for the proper cause, to lay-off employees because of lack of work, or for other legitimate reasons; to determine the scheduling of work and the work to be performed by employees; to determine the materials to be used, and the methods, process and equipment to be employed, provided that none of those above management listed rights shall supersede any of the contract provisions dealing with hiring, lay-off, recall, transfer, promotion, demotion, discipline, suspension, and discharge of employees.

(b) To determine the quality of the work performed.

(c) To adopt and change such reasonable rules and regulations of conduct as it may deem necessary and proper to the conduct of its operations that are not in conflict with the provisions of this Agreement, with the understanding that the reasonableness of such rules and regulations is subject to the Grievance Procedure and Arbitration hereunder.

(d) To enforce such rules and regulations and rules of conduct on its property and in the Employer's building and whenever Employer's employees are acting as representative of the District; which such rules and regulations and rules of conduct shall be enforced in a uniform and consistent manner.

20.2 All of the functions, powers, and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

20.3 This article shall not be used to discriminate against the Union or any employee or in a manner to contravene any of the other provisions of this Agreement.

20.4 All rules and regulations and rules of conduct shall be posted on the bulletin boards, or at the discretion of the Employer written copies may be presented to the individual employees.

20.5 Custodians shall be responsible to the Employer representative in charge of the school building unit in which the custodian is working.

20.6 The Union recognizes that the Board has the right to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such agency, and further, the Union, subject to its right of appeal, agrees to be bound by any lawful order or award of such agency.

20.7 The Employer agrees that supervisors shall not be utilized to replace bargaining unit members or diminish their normal or regular work assignments. However, based on the 1994-95 custodial/maintenance staffing levels, the facilities engineer will be allowed to perform regular work normally performed by bargaining unit members.

ARTICLE XXI Employee Rights

21.1 Pursuant to Michigan's Public Employment Relations Act, the employer hereby agrees that every member of this bargaining unit shall have the right to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with the respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union, his participation in collective negotiations and the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

21.2 The Employer specifically recognizes that the Union has the right to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such agency, and further, the Employer subject to its right of appeal, agrees to be bound by any lawful order or award of such agency.

21.3 The Local shall have the right to use school buildings at all reasonable hours for meetings. No charge shall be made for the use of school rooms before the commencement of the school day or until 10:30 p.m. Arrangements shall be made with the administrator in charge of scheduling use of the buildings. Failure to make proper arrangements shall result in the loss of building use by the Local.

21.4 The Employees shall have the right to post notices of activities and matters of Union concern on employee bulletin boards, at least one of which shall be provided in each school building. Employees may use the district internal mail service for Union communications.

21.5 The Employer, through the Superintendent's office, agrees to furnish the local President or his agent in response to reasonable request, prepared budetary reports and such other similar prepared information as will assist the union in developing accurate, informed and constructive programs on behalf of the employees, together with such available and legally nonconfidential information which may be necessary for the employees to process any grievance or complaint.

21.6 The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

ARTICLE XXII Temporary Help

22.1 The Employer may hire temporary employees for a period of time not to exceed ninety (90) calendar days unless they are filling in for an employee on leave and shall not receive overtime work unless and until all regular employees have been offered said overtime assignment. Temporary employees shall not be used to decrease Union positions.

22.2 Such temporary employees shall not be required to join the Union as condition of continued temporary employment with the Employer.

22.3 The Employer may sub-contract any work which is not of a type normally performed by the employees within the bargaining unit.

ARTICLE XXIII Insurance

23.1 The Board of Education of the Godwin Heights Public Schools district will provide each full-time Custodial/Maintenance and each full-time Food Service employee with a hospital/medical benefit program equivalent to MESSA Super Care I.

Any full time employee, may elect to receive \$150.00 per month in 1994-95, \$160.00 per month in 1995-96, and \$170.00 per month in 1996-97 towards an annuity approved by the Board of Education in lieu of receiving the hospital/medical benefit.

Part-time Employees

Part-time employees working a minimum of 185 days and thirty (30) hours per week shall receive full contract insurance benefits. Employees working a lesser amount of time shall be eligible for a pro-rata portion of the available insurance benefits.

In the event two or more part-time food service positions are combined into one assignment, only the part-time position with the greatest hours will be used to calculate the pro rata portion available for insurance benefits.

23.2 The Employer shall provide, without cost to the employee, public liability and accident coverage in an amount of not less than \$100,000, for each accident that may occur in the course of the employee's school sponsored duties.

23.3 The Employer shall provide a total of \$15,000, Group Term Life Insurance Coverage with AD&D benefits for all employees. In 1996-97 the total amount of Group Term Life Insurance Coverage with AD&D benefits will be \$30,000.

23.4 The Employer will make available to each full-time Custodial/Maintenance and Food Service Employee Short term and Long Term Disability insurance program with the following conditions:

- (a) There will be a limit of 70% of income not to exceed \$100, per work day for the remainder of the contractual year.
- (b) There will be a limit of 60% of income not to exceed \$2,000 per month pro-rated over a twelve (12) month period to age 70.
- (c) There will be a forty-five (45) working day waiting period.
- (d) There will be financial offsets such as Worker's Compensation, Social Security, other insurance income, etc., established by the insurance carrier to determine its obligations to the Employee.
- (e) The coverage shall become effective at the beginning of the insurance month immediately following the initial date of employment.
- (f) The Employer shall continue to pay disability insurance premiums for disabled employees through June of each year. All other Board paid premiums will terminate at the time the employee can no longer provide service to the district.
- (g) The carrier for Disability Insurance shall be selected by the Board.
- (h) Employees who qualify for such coverage shall be required to participate in this program in lieu of using accumulated paid leave days.

23.5 The Employer will make available to each full-time Custodial/Maintenance and each full-time Food Service employee and pay the full monthly premium for Delta Dental Plan E or its equivalent of 80% for Class One (1) benefits and 80% for Class Two (2) benefits and 70% for Class Three (3) benefits.

23.6 The Board shall provide and pay the full premium for the VSP-2 MESSA vision care program or its equivalency for full-time Custodial/Maintenance and Food Service employees.

ARTICLE XXIV
Board Purchased Uniforms

24.1 The Employer shall provide uniforms in accordance with the following:

- (a) For the 1986-87 school year only, the Employer shall provide without cost to the employee for the three building classifications, van/delivery driver and voluntary maintenance personnel, a minimum of five (5) new uniforms that will be worn by said employees while on duty in accordance with the selected uniform style. Selection of uniform styles will be determined by a committee of four (4) employees selected by the Bargaining Committee along with the Director of Business and Employee Services.
- (b) Replacement of uniforms shall be made once every twenty-four (24) months without cost to the employee. The van/delivery and three building classifications shall receive three (3) replacement sets. Maintenance personnel that have elected into the uniform program shall receive four (4) replacement sets.
- (c) Uniform replacement exceptions will be made in cases of unusual wear. However, prior to receiving such replacements, worn-out uniforms must be turned in to the supervisor.

24.2 The Employer shall provide smocks that will be worn by all food service personnel. For 1989-90 each food service employee will be given five (5) smocks. Thereafter, the employer will provide three (3) additional smocks every twenty-four months. The initial selections of the smock will be determined by a committee of three (3) employees selected by the Bargaining Committee along with the Director of Business/Employee Services.

24.3 An employee shall qualify for said uniforms on the day following his probationary period.

24.4 The Employer shall provide the necessary safety equipment when required for conducting the duties of the employees as determined by the Employer.

24.5 When employee owned tools are required as a condition of employment, the Employer shall replace at no cost to the employee, tools that are worn out, broken or stolen on the job through no negligence of the employee.

ARTICLE XXV Physical Examination

25.1 All new employees shall be required to pass a physical examination prior to becoming employed. Each new employee shall have on file with the Superintendent of Schools a completed health form prior to their engaging in any work.

- (a) The Board shall provide the form, specifying the examiner and assume the cost of the examination.
- (b) Failure to comply with this qualification may result in the withholding of payroll checks and suspension from employment.

25.2 Employees shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties. In cases where the Administrator believes an employee's physical or mental condition has caused inadequate work performance the employee may be requested by the Superintendent of Schools to submit to a physical or psychiatric examination. Expenses for such examination shall be paid by the Board. Failure to follow the request of the Superintendent may be adequate cause for indefinite suspension and forfeiture of salary and leave benefits.

25.3 New employees shall have evidence of freedom from tuberculosis (x-ray or skin test) on file with the Superintendent of Schools prior to fifteen (15) days after the beginning of their employment. Regular employees shall have evidence of tuberculin tests on file in the Superintendent's office prior to fifteen (15) days after the beginning of school in the year that such a test is required.

- (a) The Board shall reimburse the cost of required T.B. tests to the employee upon proof of payment by the employee of the Kent County T.B. Clinic cost.
- (b) Failure to comply with this qualification may result in the withholding of payroll checks and suspension of employment.

ARTICLE XXVI
Employee Evaluation

26.1 The evaluation of the performance of all employees is the responsibility of the Employer.

26.2 All monitoring or similar surveillance devices for observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

26.3 Employees shall receive a copy of all formal written evaluations and shall have the right to respond, in writing, to each evaluation to be placed in their file.

26.4 The contents of a written evaluation shall not be subject to the grievance procedure.

26.5 Employees shall be evaluated on their performance, work habits and behavior while in the employ of the school district.

26.6 Each employee upon initial employment shall receive a copy of his/her job description along with a copy of the current evaluation form. Any periodic changes in the job description shall be brought to the attention of the employee(s) and the Local Union.

26.7 An employee transferred to a new position or classification shall receive a copy of the new position or classification job description if it varies from his last position or existing classification. New classifications and job descriptions shall be brought to the attention of the Local Union. Copies of the new classifications and/or job descriptions will be furnished the Local Union.

26.8 Each employee shall have the right upon written request to review the contents of his personnel file. A representative of the Union may, at the employee's request, accompany the employee in his review. This review shall be scheduled by the Administrative Assistant for Personnel and reviewed in his or his designee's presence.

ARTICLE XXVII
Protection

27.1 Any instance of unprovoked assault upon an employee while in the proper performance of his assigned duties shall be promptly reported to the Employer or its designated representative. The Employer shall render all reasonable assistance to the employee in connection with the investigation, prosecution and disposition of the matter by the proper authorities.

27.2 Time lost by an employee in connection with such assault shall not be charged against said employee unless he is adjudged guilty by a court of competent jurisdiction. The Board reserves the right to require verification of the necessity for such absence prior to making payment for time lost.

27.3 The Employer shall reimburse employees for any malicious damage or destruction by students of personal property of the employee while on duty in the school or on or off the school premises in the line of duty, if such property is necessary and required for the performance of their duties and not covered by insurance. For the purpose of this article, personal property shall not include money. The Board may require proof of cash value at the time of loss or repair charges, prior to making such payment.

ARTICLE XXVIII Inclement Weather Conditions

28.1 In the event that weather conditions warrant the closing of school prior to the start of the school day, all maintenance personnel and first (1st) shift custodians shall report for duty if at all possible.

(a) Compensatory time shall be given to those employees who report to work. Such compensatory time shall be taken prior to the August 31, following the date on which the closing occurred.

(b) Should normal school operations resume during the afternoon and/or evening hours the employees whose are in operation will be called and required to report to work. Compensatory time shall be given to those employees. Failure to report to work when called may result in loss of pay.

(c) Employees not required to report to work shall be paid but shall not receive compensatory time.

In the even that weather conditions warrant the closing of school prior to the start of the school day, food service employees need not report to work. Any food service employee whose work day commences prior to the closing of school shall receive compensatory time or paid compensation for the time worked in addition to their regular daily wages.

28.2 If school is closed due to a Tornado Watch or Warning, any activity taking place in the building should be dismissed. Custodians and maintenance personnel are to assist building principals or directors in clearing the building, and are to remain until their buildings are properly secured.

(a) Once the school buildings are secured for storm conditions, the custodians and maintenance personnel should leave. They shall not report back to work until the "All Clear" has been announced.

(b) In cases where less than two (2) hours are left on a shift at the time an "All Clear" is announced, it will not be necessary to report back to work.

**ARTICLE XXIX
Waiver Clause**

29.1 The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated and signed this Agreement.

**ARTICLE XXX
Entire Agreement Clause**

30.1 This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

**ARTICLE XXXI
Miscellaneous**

31.1 There shall be a Safety Committee composed of one employee and one Employer representative. This Committee shall meet and function as required to maintain highest safety standards and shall make needed safety recommendations to the regular meetings held pursuant to the terms of the Grievance Procedure provided for hereinabove.

31.2 If any part or parts of this Agreement are found to be illegal or contrary to law, each illegality shall not in any way affect any other parts of this Agreement which shall continue in full force and effect.

31.3 For the purpose of computing wages and benefits all hours paid shall be considered hours worked.

31.4 The Board of Education shall assume the full cost of licenses the Board or the State may require for employees to perform in their classification.

31.5 The Board 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 XXXII
Annexation - Consolidation

32.1 In the event that Godwin Heights Public Schools shall be annexed, consolidated, or otherwise reorganized with one or more other school districts, the Board agrees to give the Union as much advance notice as possible. The Board further agrees to meet with the Union at reasonable times and places to discuss and negotiate over the effects of the annexation, consolidation or other reorganization. The Board pledges that it will do everything legally practicable to preserve the jobs of its custodial/maintenance/food service employees and assure the continued recognition of the Kent County Education Association/MEA/NEA as representative of those employees.

ARTICLE XXXIII
Effective Date and Duration of Agreement

33.1 This Agreement shall become effective on July 1, 1994, and shall continue in full force and effect until June 30, 1997, and this Agreement shall continue in effect and force from year to year after June 30, 1997, unless either the Local or the Employer shall notify the other, in writing, not less than sixty (60) days prior to the expiration of the term, or any extended term, or any extension of the term hereof, then within ten (10) days of the service of such notice, representatives of Employer and the Local shall meet and discuss, negotiate and agree upon such modification. If no agreement as to such modification is reached before the expiration of the terms, or any such modification is reached before the expiration of the term, or any then current extension to the term of this Agreement, as the case may be, this Agreement may be terminated by either party upon giving five (5) days written notice to the other.

33.2 It is expressly understood by the Local and the employer that the wages article or any other section of this Agreement cannot be reopened prior to sixty (60) days notice from the termination date of June 30, 1997, unless by mutual consent of both parties to this Agreement.

THE BOARD OF EDUCATION OF
GODWIN HEIGHTS PUBLIC SCHOOLS

By: *Daniel H. Brown*
Its President

By: *Jack R. Horn*
Its Secretary

By: *Victor H. Wdow*
Its Chief Negotiator

THE GODWIN HEIGHTS
SUPPORT STAFF ASSOCIATION
LOCAL CHAPTER OF K.C.E.A.

By: *Jessie Vandyke*
Its President

By: *Jan Johnson Jr.*
Its Secretary

By: *Karen Hamelink*
Its Union Rep
KCEA/MEA/NEA

By: _____
Its Negotiation Chair-
Person

Miscellaneous Item:

A Letter of Agreement was developed if legislation should request bidding of insurances and privatization. The language is:

The parties acknowledge that, beginning with the second year of the Agreement, the District may be required by applicable state law to bid health insurance in order to receive or maintain a full foundation grant. In that event, the District will bid the health insurance benefits as stated in this Agreement, equal to or better than existing carrier and program, but the District will not be obligated to provide such benefits via the carrier(s) stated in this Agreement. However, the district will bargain with the Association concerning the implementation of any change in carrier(s) as the result of such bid.

The parties also acknowledge that, beginning with the second year of the Agreement, the District may be required by applicable state law to bid the provision of support services, in order to receive or maintain a full foundation grant. In that event, nothing in the Agreement will preclude the District from bidding such support services. However, the District will bargain with the Association concerning the effects of the subcontracting or support services as the result of such bidding.

The first of these was the...

The second of these was the...

The third of these was the...

APPENDIX A

GRIEVANCE REPORT FORM

GRIEVANCE # _____

GODWIN HEIGHTS PUBLIC SCHOOLS

LOCATION

NAME OF AGGRIEVED PARTY (IES)

DATE FILED

STEP ONE:

A. Date of Occurrence: _____

B. Specific Article(s) or Clause(s) claimed to be Violated: _____

C. Statement of Grievance: _____

D. Remedy Sought: _____

E. Disposition by Employer: _____

Signature _____ Date _____

F. Position of Aggrieved Party(ies) _____

Signature _____ Date _____

STEP TWO:

A. Date of Occurrence: _____

B. Specific Article(s) or Clause(s) claimed to be Violated: _____

C. Statement of Grievance: _____

STEP TWO: (continued)

D. Remedy Sought: _____

E. Disposition by Employer: _____

Signature _____ Date _____

F. Position of Aggrieved Party(ies) _____

Signature _____ Date _____

STEP THREE:

A. Disposition of the Board: _____

Signature _____ Date _____

B. Position of Aggrieved Party(ies) _____

Signature _____ Date _____

STEP FOUR:

A. Date Submitted To Arbitration: _____
Signature _____ Date _____

NOTE: This form shall be completed in accordance with the procedures set forth in Articles IV and V. Attach copies of additional explanation of Steps Two, Three and Four if necessary.

GODWIN HEIGHTS BOARD OF EDUCATION
Wyoming, Michigan 49548

STATEMENT OF COMPLIANCE WITH FEDERAL LAWS

It is the policy of the Godwin Heights Public Schools not to discriminate on the basis of disability, race, and sex. For concerns or questions regarding the above, contact the EEOC Compliance Officer at 15 - 36th Street, SW, Wyoming, Michigan 49548, telephone 245-0091. If your questions are not adequately addressed, refer your concerns to the President of the Godwin Heights Board of Education, 15 - 36th Street, SW, Wyoming, Michigan 49548.

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