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8/31/97

AGREEMENT

September 1, 1994
thru
August 31, 1997

between

**Kenowa Hills
Board of Education**

and

**Kenowa Hills
Support Staff Association**

and

Kent County Education Association

KENOWA HILLS
PUBLIC SCHOOLS
GRAND RAPIDS,
MICHIGAN



Kenowa Hills Public Schools

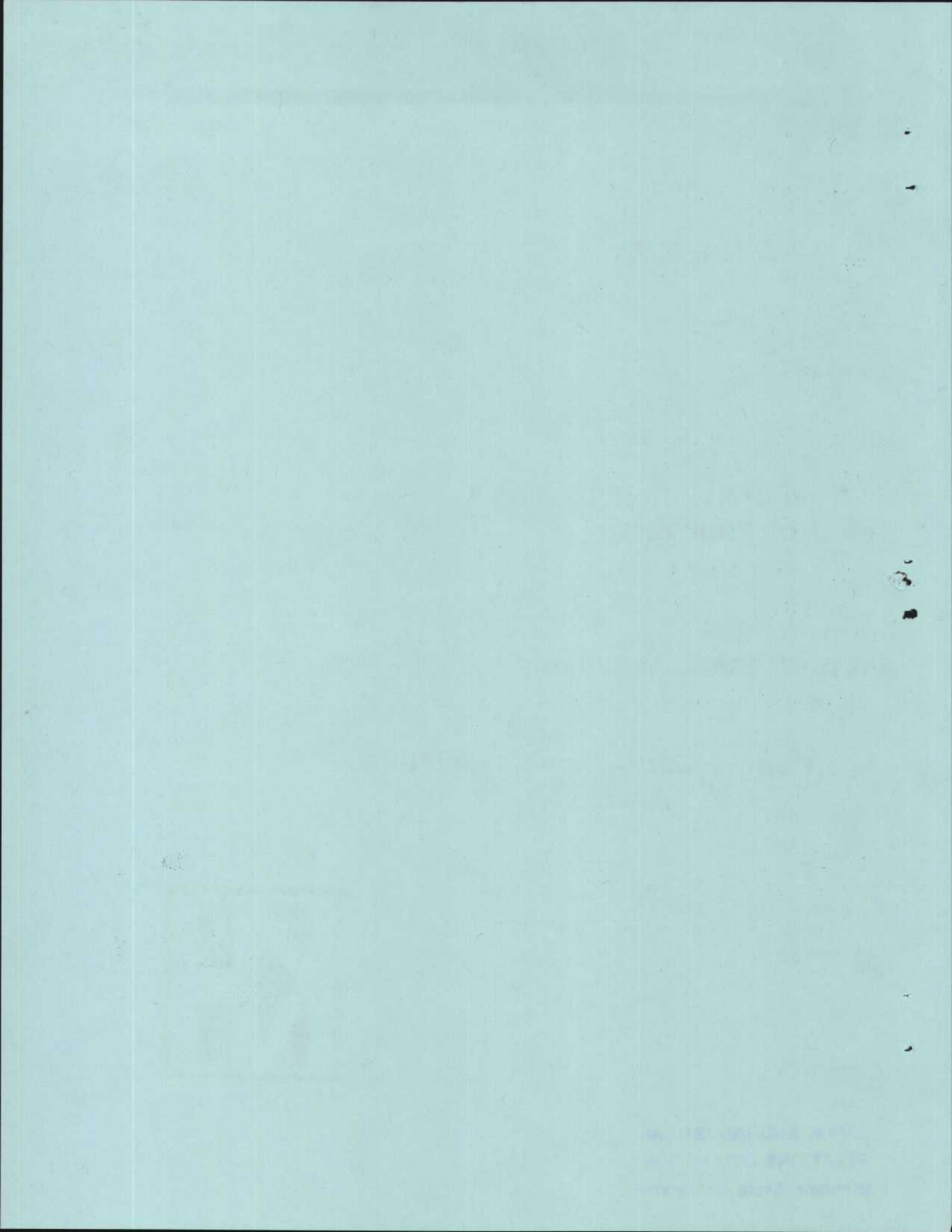


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AGREEMENT

This Agreement is made and entered into as of the 3rd day of October, 1994, by and between the Kenowa Hills Public Schools Board of Education, hereinafter called the "Board" and the Kenowa Hills Support Staff Association, (KHSSA/MEA/NEA), represented by the Kent County Education Association/MEA/NEA, (KCEA,MEA,NEA), as the exclusive bargaining agent, hereinafter called the Association.

PURPOSE

A. ESTABLISH TERMS AND CONDITIONS

This Agreement is negotiated pursuant to the Public Employment Relations Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

B. COOPERATIVE/DISPUTE RESOLUTION

The Board and the Association recognize it is the intent and purpose of this Agreement to promote and ensure a spirit of confidence and cooperation between the Board and its employees as well as establish an orderly and peaceful resolution of labor disputes which may arise during the life of this Agreement; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

C. BINDING OBLIGATION

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent.

ARTICLE I
RECOGNITION

A. INCLUDED/EXCLUDED

1. Included in the Association - The Board recognizes the Kent County Education Association/MEA/NEA, (KCEA/MEA/NEA), as the sole and exclusive collective bargaining representative for all full time and regular part-time security personnel, van drivers, bus garage personnel, secretarial-clerical staff, custodial/maintenance staff, maintenance staff, grounds staff, food service staff, and paraprofessionals (regardless of title) employed by the Board.
2. Excluded from the Association - Excluded from the above bargaining unit are all bus drivers, certificated personnel, all community education personnel, school nurse, recreation personnel, all student employees, central office personnel, warehouse clerk, migrant paraprofessionals, all Supervisors, including Food Service Managers, Transportation Supervisor, Supervisor of Building & Grounds, all substitute and temporary employees (temporary employees are limited to 120 continuous days of work), part-time employees regularly working fifteen (15) hours per week or less and all other employees of the Kenowa Hills Board or of any other employer.
3. Limit on Part-Time - The Board will limit the number of part-time custodial positions to two (2) per building (except in cases of emergency) with a total limit of eleven (11) employees each working no more than fifteen (15) hours per week. The limitations of hours shall not apply when part-time employees are used to replace regular employees on vacation or sick leave and during the Christmas, Spring and Summer Vacation periods when it becomes necessary to use part-time employees for more than fifteen (15) hours per week. The Board will limit the number of part-time food service positions to a total of eight (8) employees each working fifteen (15) hours per week or less. The Board will also limit the number of part-time paraprofessional positions (working fifteen (15) hours or less) to a total of thirty-five (35) in 1994-95 and thirty (30) in 1995-96 and thereafter. This limit excludes crossing guards and migrant/bilingual para-professionals.

B. "EMPLOYEE" DEFINED

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining units.

C. CONTRACTUAL RELATIONSHIP

This Agreement shall constitute the complete and only statement of contractual relationship between the Board and the Association. The Board and the Association accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties to perform under governing law.

D. EXCLUSIVE REPRESENTATION/INDIVIDUAL GRIEVANCES

Subject to the provisions of Public Act 379, the Board agrees not to negotiate with any employee organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE II
BOARD OF EDUCATION RIGHTS

A. BOARD RESPONSIBILITY AND AUTHORITY

The Board has the responsibility and authority for the management and direction, on behalf of the public, of all of the operations and activities of the school district to the extent authorized by law; provided that, such management and direction is exercised by the Board in conformity with the provisions of this Agreement.

B. BOARD EXPECTATIONS

The Board, being charged with the responsibility for providing the best educational program possible for every child, has the right to expect each employee to professionally work to the best of his/her ability at all times.

C. ESTABLISHING RULES AND REGULATIONS

The Board, being charged by law with the responsibility for policy making, maintains its right and the right of its administrative staff to have such rules and regulations as are necessary for the school system to function and to be maintained properly, smoothly and efficiently, subject to the provisions of this Agreement.

D. DEVELOPING A PHILOSOPHY OF EDUCATION

The Board being charged by law to be the local governing body of this school district has the right to determine and develop the philosophy of education.

E. EXAMPLES OF SPECIFIC RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting, the generality of the foregoing, the rights to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the School District.
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, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off 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 instruction of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees.
7. Determine the location or relocation of its facilities, including the establishment or relocations 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 and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

F. LIMITED BY AGREEMENT

The exercise of foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the provisions of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III
EMPLOYEE RIGHTS

A. RIGHT TO ORGANIZE

Pursuant to the Michigan Employment Relations Act, the Board agrees that every employee of the Board has the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment 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 respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association or collective professional negotiations with the Board or institution of any grievance, complaint or proceeding under this Agreement, so long as the same does not interfere with the full, faithful, and proper performance of the duties of employment.

B. DISCIPLINE

1. Honor Agreement - Each employee shall honor the provisions of the Agreement. Failure to do so may result in disciplinary action against the employee.
2. Just Cause Protection - Any employee may be disciplined by the Business Manager or Supervisor for misconduct or failure to properly perform duties. No employee shall be reprimanded, disciplined, discharged, reduced in rank or compensation without just cause.
3. Progressive Discipline - All reprimands will include an explanation of what the violation was and how it can be corrected. Reprimands will be progressive (except in the case of extreme violation of the rules of the law).
 - a. Oral reprimand
 - b. Written reprimand
 - c. Suspension with or without pay as determined by the supervisor
 - d. Termination
4. Association Representation - Any bargaining unit member who is to be reprimanded, warned or disciplined for any infraction of school policy or delinquency in their performance, will, upon the bargaining unit member's request, have an Association representative of his/her choice at the reprimand, warning or discipline. When a request for such representation is made, no action will be taken until a representative of the Association can be present, provided that no disciplinary action shall be delayed more than twenty-four (24) hours from the time of the request being made and further provided, however, that this shall not apply where, in the opinion of the Administrator/Supervisor involved, it is necessary to take immediate action to protect life, limb, property or the integrity of the education process. The Association will provide the Board with a known representative in each building.
5. Termination - The termination process shall begin with the recommendation of the Supervisor that the employee be terminated. Steps a, b, and c. will normally precede this action unless the violation is of a "serious" nature. By way of illustration the term "serious" may include; physical fighting, drinking on the job, intoxicated on the job, illegal drugs, sexual misconduct, possession of weapons, theft, falsifying time cards, etc.

C. PERSONNEL FILE

Each employee has the right to review the complete contents of his/her personnel file. A representative of the Association may accompany the employee if so requested. No evaluative material may be placed in the personnel file to which the employee has not been allowed to respond in writing. All written responses by the employee will be included in the personnel file. The employee has the right to remove any written material of which he/she is sole author from the personnel file at any time. The Central Office file is the official personnel file.

D. COMPLAINTS

No material, including student, parental, or school personnel complaints, will be placed in the employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be reduced to writing with the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any

material, and the same shall be attached to the file copy of the material in question. If the employee is requested to sign any material, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

E. EVALUATION

The Supervisor or designee has the responsibility for evaluating each employee at least annually. Evaluations will be based on observed work performance and/or the results of work performance of the employee and said evaluations are to serve a dual purpose of (1) providing a basis for improvement and (2) providing a measurement of effectiveness. Written evaluations will be discussed with the employee by the last day of work for the school year, but not later than June 30 for twelve-month employees, and prior to placement in the employee's personnel file. The employee shall have the right to attach a written response to their evaluation. All monitoring and observation of the work of an employee shall be conducted openly. Criteria will be related to the evaluation form. A copy of the form will be provided to the employee at the start of the school year. If the employer makes a change in the form the new form will be distributed. Employee evaluation shall not be considered a step in the progressive disciplinary process.

F. LEGAL RIGHTS

Nothing contained herein may be construed to deny or to restrict to any employee the rights he/she may have under the Michigan General School laws or other applicable laws and regulations. The rights granted in this Agreement are in addition to those provided elsewhere.

ARTICLE IV ASSOCIATION RIGHTS

A. USE OF MAIL AND COPY MACHINES

The free use of internal district mail service will be extended to the Association. All materials shall be clearly marked KHSSA/KCEA/MEA/NEA (Association). The use of school duplicating equipment for Association business will be permitted for use by Association officers outside of work hours. There will be a five (5) cent charge per copy for use of the photocopy machines and no charge for spirit duplicating or mimeo machines, if the Association uses their own paper and masters. Use of any equipment owned by the District is subject to prior approval of the Board.

B. NON-DISCRIMINATION

Neither the Association nor the Board may discriminate against any applicant for employment to be employed in the performance of this Agreement with respect to his/her hire, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his/her age, race, religion, color, national origin or sex, or physical condition.

C. DOCUMENTS

The Board will furnish to the Association, upon written request from the Association President or designee, information which is available to the public concerning such matters as budget, personnel, etc. which will be used by the Association for the only purpose of processing a grievance or preparing for negotiations. The Board Policy regarding charges, if any, for this information will be followed by both parties. The proper form requesting information will be completed by the Association.

D. NOTICES

Any official notices to employees of the Association may be posted by the Board or the Association on the wall in the designated area in each building. A copy of Association notices must be sent to the Business Manager so a complete file may be maintained regarding all official notices that are posted. It shall be the responsibility of the individual members of the Association to read and be aware of these postings and this will be considered an official method for the Board to post vacancies and communicate with its employees.

E. FACILITY USE FOR MEETINGS

The Association may, with prior approval of the Board, hold meetings in Board owned facilities. Such use of Board facilities must be scheduled on the Master Facility Use Calendar by completing the proper form and sending to the attention of the Community Education Director's secretary. The Board reserves the right to room and building assignment. There will be no charge for use of school facilities provided that the Board does not incur any expense. Association use of facilities is limited to business rather than social functions and all provisions of the Board Facility Use Policy must be complied with at all times.

F. ASSOCIATION REPRESENTATIVE CONDUCTING BUSINESS

Duly authorized representatives of the Association (KHSSA/KCEA/MEA/NEA) will be allowed to transact official business on school property provided it is during a time when members of the Association are on appropriate breaks or are not being compensated. Representatives should announce their presence to the building administrator as they enter the building.

G. SUBCONTRACTING

The right to contract or subcontract is expressly vested in the Board. The Board agrees, however, that contracting or subcontracting of bargaining unit work will not be utilized to deny bargaining unit members their regularly scheduled and normal working hours. The Board retains the right to contract or subcontract work which cannot be performed by existing regular employees during their regular work schedule in addition to their regular duties. The Board further retains the right to contract or subcontract work for which existing equipment and/or material is not sufficient to attain the desired quality and/or for work which existing employees are not already trained and qualified to perform.

ARTICLE V
NEGOTIATIONS PROCEDURES

A. NO OBLIGATION TO NEGOTIATE

This Agreement represents the agreement of both parties on all issues which were the subject of negotiations. During the term of this Agreement, neither party is required to re-negotiate with respect to any matter either directly or indirectly related to this Agreement.

B. PROBLEMS RELATING TO AGREEMENT

When problems arise relative to the administration of this Agreement, representatives of the Board and the Association's Bargaining Committee will meet at a mutually agreed time for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the Grievance Procedure. Each party will submit to the other,

on or before the Friday prior to the meeting, an agenda covering what they wish to discuss. If there are no items presented by either side, the meeting will not take place. Should a meeting result in a mutually acceptable amendment of the Agreement, then the amendment will be subject to ratification by the Board and the Association. The Bargaining Committees are empowered to effect temporary accommodations to resolve special problems.

C. BARGAINING AUTHORITY

In any reviews described in this Article, neither party has any control over the selection of the negotiating or bargaining representatives of the other party; and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each have the necessary power and authority to make proposals, consider proposals, and make tentative agreements. It is not the intent of this paragraph to provide for continuous negotiations.

D. CONTRACT VARIANCES

1. The Employer and the Association are experimenting with a wide range of educational techniques and reforms. The parties recognize that some of the experiments may conflict with the terms and conditions of the Agreement. Such variations are acceptable under the Agreement provided each variation is approved by the Association and the Board. Provided further that no such variations shall be deemed precedent setting nor shall they extend beyond the life of the Agreement.
2. Any modification of the current contract or Board policy must be submitted on the approved deviation form. Said modifications must be mutually agreed upon by both the Board and the Association. See Appendix C. for contract variance form.
3. Any contract request for variance shall be submitted to the District Professional Council for review. The Professional Council will meet within two (2) weeks after receiving a request for variance to review the request. If the request is approved, it will go to the KHEA, the KHSSA and the Board for final approval. The Professional Council shall be composed of the Superintendent, Business Manager, KHEA President and the KHSSA President.

ARTICLE VI
MEMBERSHIP FEES & PAYROLL DEDUCTIONS

A. AGENCY SHOP

Any employee initially hired on or after October 1, 1980 who is not a member of the Association in good standing or who does not make application for membership within ninety (90) calendar days from the date of commencement of duties shall pay a service fee to the Association; provided, however, that the employee may authorize payroll deduction for such a fee in the same manner as provided below. In the event that a bargaining unit member does not pay such service fee or authorize payment through payroll deduction, as provided for, the Board will, at the request of the Association, deduct the service fee from the bargaining unit member's pay. The Association accepts full responsibility to establish a service fee which shall not be in excess of the maximum amount allowable.

B. PAYROLL DEDUCTIONS

The Board will accommodate the Association by collecting annual dues through payroll deduction for all members who authorize such a deduction from their paycheck. This payroll deduction will only be made once per month beginning with the second pay period in October of each school year. The Association dues will be deducted from the regular paycheck of employees authorizing this deduction and will be done in eight (8) equal monthly payments beginning with the second pay period in October and ending with the second pay period in May. This written authorization for dues deductions will continue in effect from school year to school year.

C. BOARD'S RESPONSIBILITY & SAVE HARMLESS GUARANTEE BY UNION

1. Disperse Funds - The Board agrees to promptly disperse said funds collected and authorized under Article VI, A. The Board will forward these monies to the KHSSA Treasurer. It will be the responsibility of the Board to simply forward a check for the total amount of dues withheld for the KHSSA employees to the attention of the Treasurer of the Association.
2. Board Held Harmless - The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective Agreement. The Association further agrees to indemnify the Board of any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
 - a. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
 - b. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this section or the damages which may be assessed against the Board by a court or tribunal.
 - c. The Association has the right to choose the legal counsel to defend any said suit or action.
 - d. The Association has the right to compromise or settle any claim made against the Board under this section.

D. DUES DEDUCTION DEADLINE

1. Authorization - No dues will be deducted for any employee during the school year unless the Payroll Department receives the written authorization form from the Association by October 1st of that school year.
2. New Employees - The Association shall provide the Board with enrollment materials for new employees. The Board agrees to supply each new eligible employee with a set of Association enrollment materials provided they report to the Administration Building upon being hired. In the case of employees recalled from a layoff, the Board agrees to supply each newly eligible employee with a set of Association enrollment materials.
3. Amount - The amount of the dues to be deducted shall be divisible by eight (8) rounded off to the nearest cent and cannot change after October 1st for that school year.

ARTICLE VII
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim, by one (1) or more employee(s), or the Association, of an alleged violation or improper application of this Agreement.
2. Association grievances will commence, in writing, at Level Two. Grievances involving more than one (1) employee may be filed by the Association commencing, in writing, at Level Two.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

C. PROCEDURE

1. Time Limits - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. If the time limits of Level One are violated no grievance can be processed. In the event the written answer is not submitted in the time specified, the aggrieved may proceed to the next level. The time limits specified may, however, be extended by mutual agreement, in writing, between the Association President or designee and the Superintendent or designee.
 - a. For the purpose of the time limits in the grievance procedure, legal holidays, Saturdays, and Sundays shall not be counted.
 - b. All other days that are normal Administration Office work days will be counted in the time limits. It is understood that the time limits are maximums and can be extended with the written mutual consent of both parties.
2. Grievance Forms - A supply of the grievance forms shall be on file with the Association and the employee's Supervisor. Only the approved grievance form will be used.
3. Levels

Level One - An employee shall, within ten (10) working days of the occurrence of the grievance, orally discuss the matter with the immediate Supervisor with the objective of resolving the matter informally.

Level Two - If the aggrieved is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, he/she shall file the grievance in writing with the Supervisor within five (5) working days of the oral discussion of the grievance with the Supervisor.

Within five (5) working days of the filing of the written grievance, the Supervisor or his representative will meet with the aggrieved employee, or the aggrieved employee and his/her Association Representative if the employee requests the Association Representative to be present, in an effort to resolve the grievance. The Supervisor will have five (5) work days from the date of this meeting to respond in writing as to his/her disposition.

An Association grievance commencing at this level shall be filed within ten (10) work days of the alleged occurrence of such a grievance.

Level Three

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, he/she shall within five (5) working days thereafter transmit the grievance to the Business Manager indicating a desire to pursue the grievance to Level Three. At this level, the grievance must be signed by the aggrieved and the Association.
- b. Within ten (10) working days of receipt of such grievance, the Business Manager or his designee may meet with the aggrieved and the Association Representative(s) to discuss the issues. A written answer shall be given to the aggrieved and the Association Representative within ten (10) working days after receipt of such grievance if the Business Manager or Designee elects not to hold a conference to discuss the grievance, or within thirteen (13) work days after receipt of the grievance if a conference is held.

Level Four

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Three, he/she shall within five (5) working days thereafter transmit the grievance form by letter to the Secretary of the Board with a statement of reasons why it is being appealed.
- b. The Board President will appoint a Board Committee to consider the grievance or may designate one (1) or more Board members to hold the hearing or otherwise investigate the grievance or prescribe such procedure as the President may deem appropriate for consideration of the grievance. At this level the Board may, at its discretion, choose not to have a hearing prior to making a determination.
- c. The Board shall make a final decision thereon at its next regularly scheduled meeting provided they have had the information at least ten (10) work days prior to the Board meeting.

Level Five

If the grievance is submitted to Arbitration, the Arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The Board and the Association shall not be permitted to assert in such arbitration hearing any ground or to rely on any evidence

not previously disclosed to the Board and the Association. The Arbitrator shall have no power to alter, add or to subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator.

4. Limits of Arbitrator and Fees of Arbitration - The Arbitrator's authority is limited to deciding whether a specific provision of this Agreement has been violated. The decision of the Arbitrator, if within his scope of authority, is final and binding. The Arbitrator's fee and other expenses will be divided equally between the parties. Each party must bear their own personal expenses in connection with the grievance.

The Arbitrator shall have no power to rule on the termination of service of a probationary employee or the failure to reemploy any probationary employee, or any matter involving the content of an employee's evaluation.

5. Grievance Form - Grievances will be filed only on the form specifically designed for such a purpose and referred to as "Grievance Report Form - Kenowa Hills Public Schools." Copies of this form will be available from the Administration Office and Officers of the Association (A sample grievance form is shown under Appendix E in the back of this Agreement).

ARTICLE VIII WORK WEEK, OVERTIME AND WORK SCHEDULES

A. WORK WEEK

A work week for payroll computation purposes shall begin at 12:01 a.m. on Saturday and end at 12:00 midnight on the following Friday. The number of hours worked each week will vary with the job classification and building assignment. The normal work week for all employees will be Monday through Friday. If new positions are added in the future that require regular work on Saturday or Sunday a posting notice will state this schedule.

B. OVERTIME

Hours worked over forty (40) hours per week or eight (8) hours per day (except if the normal work day is rescheduled in the summer months and/or during conferences) shall be considered overtime and paid at one and one-half (1/2) times the regular hourly rate for that job classification and employee. Overtime will be offered on a seniority basis within job classification and within the building when the overtime work is required. However, when overtime work necessitates the attendance of a particular secretary, the seniority requirement shall be waived.

If no employee within a building accepts the overtime, such work will be offered on a seniority basis to bargaining unit employees within the job classification. If no bargaining unit employee accepts the overtime, such work may be assigned to non-unit employees. Emergency situations will allow the Supervisor to assign the overtime as circumstances dictate. The overtime work to be offered according to this paragraph does not include the part-time and temporary work described in Article I of this Agreement. Also, the Extra Summer Work described in Article VIII, F., of this Article is not considered overtime as described in this paragraph.

The head custodian shall be responsible for the equitable scheduling of overtime on a rotating seniority basis of the Custodial/Maintenance employees in his/her building. When overtime cannot be scheduled within the building for Custodial/Maintenance, Grounds and Maintenance employees, the Superintendent of Building and Grounds will maintain a list of employees willing to accept overtime and offer overtime to employees on this list on a rotating seniority basis.

Custodial/Maintenance, Grounds and Maintenance employees may add or remove their names from this list at any time.

C. LUNCH PERIODS AND REST PERIODS (BREAKS)

1. Employees working four (4) hours or more may schedule an appropriate duty free lunch period of thirty (30) minutes with their Supervisor. The final determination as to time of the lunch break will rest with the Supervisor.
2. The lunch period may be extended to sixty (60) minutes with the approval of the Supervisor.
3. Each employee working over four (4) hours per day shall receive one (1) paid fifteen (15) minute break for each complete four (4) hour period worked. The rest period will be scheduled by the employee's Supervisor. Employees who are denied breaks shall have access to the grievance procedure.

D. ABSENCES

All absences and/or deviations from the normal work schedule must be reported to the immediate Supervisor at least one (1) hour prior to the start of the employee's work shift. Giving as much prior notice as possible of an absence will help the Supervisor schedule any necessary substitutes.

E. SCHEDULING

1. Shift Assignment

The work schedule (hours and shift) will be determined by the Board (Article II,E,2). All changes in work shift will be discussed one (1) week in advance with individual(s) involved and where possible, personal preferences for shift assignment will be taken into consideration. In emergency situations, the Board may, at its discretion, waive the one (1) week advance discussion requirement referred to above with regard to changes in work shift.

2. Split Shifts

There shall be no work shift incorporating unpaid time in excess of the contractual lunch period for employees with lunch periods. At the secondary level unpaid time for paraprofessionals during a workshift may extend up to the length of one (1) class period. Employees who are not scheduled for a lunch period shall have no unpaid time from the beginning to the end of the shift.

This provision may be waived by mutual agreement between the employee and Board.

F. EXTRA SUMMER WORK

When additional summer work is required, excluding part-time positions, school year (10 month) employees will be given the first opportunity to do this work provided they meet the job qualifications and they are the highest seniored person applying for the work. The employee will make his/her intentions known in writing to the appropriate Supervisor by April 15th of each year prior to the start of summer vacation in order to qualify for this provision.

G. WORK HOURS AND WORK YEAR

The Board will guarantee to all employees employed as of 9/5/80 in the below listed classifications that their hours will not be reduced below the hours indicated for each classification. For this guarantee of hours to be valid all of the following conditions must exist:

1. The employee continues to work in the same classification (defined in Article XV, A) he/she was employed in as of 9/5/80.
2. The employee does not accept voluntarily any position within his/her classification that is for fewer hours than the guarantee.
3. This minimum hour guarantee does not apply to employees hired subsequent to 9/5/80.

H. SECRETARIES' WORK HOURS

1. School Year - Forty (40) hours per week or more as assigned by the Business Manager. The work year begins two (2) weeks before school starts and ends one (1) week after the last day of school for students. Spring Vacation and Christmas Vacation are not work weeks for school year secretaries.
2. Calendar Year - Forty (40) hours per week or more as assigned by the Business Manager. The month of July is not scheduled as work time for eleven (11) month secretaries. Spring vacation and Christmas vacation are scheduled work weeks. The guarantee will also apply to the weeks prior to the start of the school year and after school is out in June unless a holiday replaces eight (8) hours of the work week.

I. CUSTODIAL/MAINTENANCE WORK HOURS

All custodial/maintenance employees employed forty (40) hours during the week ending 9/5/80 will be guaranteed 40 hours per week for twelve (12) months per year. All custodial/maintenance positions are considered calendar year (12 months).

J. GROUNDS WORK HOURS

All grounds employees employed forty (40) hours during the week ending 9/5/80 will be guaranteed forty (40) hours per week for twelve (12) months per year. All grounds positions considered calendar year (12 months).

K. MAINTENANCE WORK HOURS

All grounds employees employed forty (40) hours during the week ending 9/5/80 will be guaranteed forty (40) hours per week for twelve (12) months per year. All maintenance positions considered calendar year (12 months).

L. FOOD SERVICE WORK HOURS

All food service employees scheduled to work forty (40) hours as of 9/5/80 will be guaranteed no less than 40 hours per week for weeks that school is in session for five (5) days in each school building. Normally, food service employees only work on days when classes are scheduled for students.

M. MECHANIC AND VAN DRIVER WORK HOURS

The bus mechanics and the full time van driver employed as of 9/5/80 will be guaranteed forty (40) hours per week for fifty-two (52) weeks.

N. LIBRARY PARAPROFESSIONALS AND TEACHER PARAPROFESSIONALS WORK HOURS

1. The library paraprofessionals employed at the high school and junior high as of 9/5/80 will be guaranteed no less than a seven hour work day on days when full days are scheduled for students. No paraprofessional is to work on days when students are not in attendance, and are to work one-half (1/2) day when students are in attendance for half days. Specific exceptions requesting to work when students are not scheduled must be approved in advance by the Business Manager.
2. Teacher paraprofessionals will generally be scheduled to work either half days (3 hours) or full days (6 hours). Exceptions to this must be approved in advance by the Business Manager. Teacher paraprofessionals will only work days and hours when students are in the building. Exceptions to this must be approved in advance by the Business Manager.

O. REQUESTING ADDITIONAL WORK

Employees seeking additional hours of work that may become available may send a notice of such request to the Business Manager for consideration. Such request must be made annually.

P. HALF DAY SCHEDULING

The Business Manager shall use reasonable efforts to schedule appropriate in-service training for paraprofessionals and food service workers who lose work hours due to the scheduling of one-half 1/2 days for students, to allow for staff development or planning time.

Q. INPUT OF STAFFING CHANGES

If, during the duration of this Agreement, the Board makes a change in the number of district buildings or a change in the structure of programs in the existing buildings that forces a significant change in the number of employees' work stations or work hours, the Board will make a reasonable attempt to consult with the Association prior to making the change. It is not the intent of this section to limit the Board's rights under Article II, E.7, but to facilitate the necessary changes.

ARTICLE IX
WORKING CONDITIONS

A. REIMBURSEMENT FOR LOSS OR DAMAGE

The District will reimburse an employee for any loss or damage to his/her personal effects as a result of an assault by a student on the employee or his/her property while the employee is on duty in the school, on the school premises, or on school business provided the following have been complied with:

1. Automobiles must be parked in the designated areas and secured.
2. Any personal property or equipment which will be used by the employee must be registered in the principal's office or with the Supervisor; any coverage will be contingent upon the

fact that the employee acted in a reasonable and prudent fashion in protecting the personal belongings or effects.

3. The employee's personal insurance company will provide primary coverage. If the coverage is limited or non-existent, the Board will assume the balance of the liability providing all other requirements in Article IX, A., have been complied with.
4. The Board will assume no liability for any sum of money. The Board will provide a secure place for each employee to keep his/her belongings. A closet or desk used to secure belongings may be shared with other employees.
5. No tools, equipment or other personal belongings will normally be required for the performance of any duties covered under this contract. If employee owned equipment is required and is registered according to A.2. of this Article the Board will accept liability to the extent qualified above.
6. This coverage is not intended to cover any liability other than assault as described above.
7. The Board will use depreciation factors (per generally accepted insurance company schedules) in determining losses.

B. ASSAULT BY STUDENT

In cases of assault upon an employee by a student, when not provoked by the employee, the Board will provide legal counsel. This type incident must be reported promptly to the Supervisor. An employee may use reasonable force to protect himself/herself from attack, to prevent injury to any individual or to prevent damage to school property.

C. RESTROOMS

The Board shall provide rest rooms and rest areas for employee use.

D. REIMBURSEMENT FOR WORKSHOPS AND COURSE WORK

1. The Board will allow, upon approval of the Supervisor, attendance at special workshops or conferences designed to improve or broaden work skills and knowledge relative to work assignments. When such programs are sponsored during the work day, the Board, upon approval of the Supervisor, shall reimburse employees for the cost of the conference, provide transportation remuneration, and pay the employees for such other approved expenses, without loss of wages, up to the dollar amount mutually agreed upon in advance by the employee and Supervisor.
2. The Board will reimburse employees for the cost of classes relative to work assignment. In order to qualify for reimbursement, employees must submit a written request at least ten (10) days prior to the beginning of the class. The class must be related to the employee's regular assignment. Class work must not interfere with the employee's regular assignment. The employee's Supervisor will make the determination as to whether or not a class is approved. The Supervisor's judgment of relevancy is final and binding. Each request for reimbursement will be considered individually. Reimbursement is subject to employee

satisfactorily completing the course with a passing grade. The employee must submit the class fee receipt to the Board for payment authorization. Any employee eligible to receive reimbursement for classes must intend to continue Board employment upon completion of such class(es).

E. TRANSPORTATION LIABILITY COVERAGE

When employees are requested and authorized to transport students in their personal cars the employee's car insurance will be considered the primary coverage. Once the limits of the employee's automobile policy are reached (or if they are non-existent) the school district's fleet insurance policy will provide coverage over and above the car owner's insurance. Employees in the Association will be listed in the fleet insurance policy as additional insureds under the "non-owned automobile" section of the fleet insurance policy.

F. PARAPROFESSIONALS SUBSTITUTING FOR CLASSROOM TEACHERS

If a building Administrator requests that a paraprofessional substitute in classroom(s) for more than thirty (30) minutes, that paraprofessional may be paid the going rate paid to a substitute teacher in the Kenowa Hills School District. Substitute pay will be pro-rated for the length of time that the paraprofessional is requested to substitute for the teacher. This type of sub arrangement will only be done in extreme circumstances.

G. CLOTHING ALLOWANCE

Because of the unusual wear and tear on clothing, shoes, etc. the following employees, after completion of a ninety (90) day probationary period of employment within the job classifications listed below, will receive the following subsidies as an allowance to off-set this wear and tear:

1. Food Service - \$75.00 per year for twenty-five (25) hour or more employees; \$55.00 per year for employees working less than twenty-five (25) hours.
2. Van Driver, Custodial/Maintenance, Grounds Personnel and Maintenance - \$100.00 per year.
3. Bus Mechanics - A weekly uniform service as determined most economical and appropriate by the Board. If a uniform is provided rather than a specific dollar amount the employee will be required to wear the uniform provided.
4. Payment - The above specified payments will be made to the individual employee on or before December 31 of each school year for that school year.

H. FOOD SERVICE LUNCH

Food service employees will be entitled to free lunch on days they are working in the food service program and lunch is being prepared and served for students.

I. IN-SERVICE FOR INCLUSIVE EDUCATION

Appropriate in-service training, as determined by the Special Education Director, will be provided for support staff working with inclusive education students. Requests for training should be sent in writing to the Special Education Director for consideration.

ARTICLE X
VACATIONS, HOLIDAYS AND UNSCHEDULED CLOSINGS

A. HOLIDAYS

1. 35 Hour Employees - All employees working thirty-five (35) hours or more each week will be paid for the following holidays if they occur on or are legally celebrated during the work year in which the employee is scheduled to work (e.g., school year employees will not be eligible for July 4th holiday, etc.):

Labor Day	New Years Eve Day
Thanksgiving Day	New Years Day
Day After Thanksgiving - a.	Good Friday - b.
Christmas Eve Day	Memorial Day
Christmas Day	July 4th

- a. If an employee is required to work on the Friday following Thanksgiving, the employee will be paid double time, or if mutually agreeable to the employee and his/her Supervisor, straight time will be paid and compensatory day off allowed.
 - b. If Good Friday is a scheduled school day that day or another work day will be designated as the holiday by mutual agreement between the employee and his/her immediate Supervisor. This designated holiday must be used by June 30th each year.
2. Part-Time Employees - Part-time employees working more than 15 hours per week and less than 35 hours per week shall be paid for Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, and Memorial Day.

B. PERSONAL DAYS

1. Two (2) personal days will be granted each year to all employees equivalent to their normal work day.
2. Personal days are non-accumulative from year to year for all employees.
3. Part-time employees must use their personal days on week days that occur during the school year.
4. Extra days off without pay must be approved in advance by the employee's immediate Supervisor.
5. Beginning with the fiscal year 1983-84, the two (2) personal days allocated to full-time employees must be used no later than June 30, 1984. Personal days that are not used within the year they are allocated will expire. The non-accumulation example described in this paragraph would apply to all personal days allocated in successive years covered by this agreement. Personal days allocated prior to July 1, 1983, would remain accumulative.
6. Personal days must be requested in advance and approved by the immediate Supervisor. These days must be taken in equivalent half (1/2) day units. When a personal day is used the employee will be compensated at his/her regular hourly rate for the number of hours normally worked.

C. PAID VACATION

1. Length/Eligibility - All full-time thirty five (35 hours or more) employees working forty four 44 weeks or more will receive paid vacation as follows:

Length of Service Completed	Length of Vacation
More than ninety (90) days but less than one (1) year	Prorated portion of ten (10) working days
One (1) year through five (5) years of completed service	Ten (10) work days
Six (6) years through ten (10) years of completed service	Fifteen (15) work days
Eleven (11) years or more of completed service	Twenty (20) work days

2. Requests - A written request designating the vacation period desired shall be filed with the immediate Supervisor at least two (2) weeks prior to the vacation time requested. The immediate Supervisor will make the final determination on vacation dates requested and will give a response within five (5) working days.
3. Conditions
- A paid vacation day equals the number of hours per day that the employee worked when the day was accrued.
 - Employees shall not be paid in lieu of taking vacations.
 - Beginning with the fiscal year 1983-84, vacation days that were earned during this period must be used no later than June 30, 1985. Vacation days not used within the year following the year in which they were earned will expire. The non-accumulation example described in this paragraph would hold for all successive years covered by this agreement. Vacation days earned prior to July 1, 1983 would remain accumulative.
 - Extra days of vacation without pay will not be allowed except under very unusual circumstances. Extra days off without pay must be approved in advance by the employee's immediate Supervisor.
 - All support staff personnel should plan their vacation during the summer months. Single vacation days may be taken with the permission of the immediate Supervisor.
 - Three (3) employees per classification will be allowed to schedule vacation during the Christmas and Spring Vacation periods. This will be done on a rotating seniority basis as determined by the Association.
 - Employees scheduled to work twelve (12) months will be allowed to take their vacation anytime during the year upon approval of their immediate Supervisor.

D. ACT OF GOD/UNSCHEDULED CLOSINGS

LIMIT ON ACT OF GOD DAYS

1. Nothing in this agreement shall require the Board to keep offices/school and Administration open in the event of inclement weather, or when otherwise prevented by an Act of God. The first two (2) days in each fiscal year that schools are closed to students due to the above conditions, employees shall not be required to report to their work assignments and shall suffer no loss of wages. "Act of God" days as described above are limited to two (2) per fiscal year. Should the mandatory one hundred eighty (180) day requirement be rescinded or ruled ineffective, the parties agree to return to the provision herein effective prior to August 31, 1987.

EMERGENCY WORK

2. Employees requested to report for work due to emergencies such as snow removal, heating system repair etc., during such inclement weather conditions shall be compensated at one and one-half (1-1/2) times their regular rate of pay.

3. SCHOOL CLOSING/DELAYS - WHAT TO DO

Classification (1st & 2nd Days)	1st & 2nd days Full Day Closing	Full Day Closing (After 2nd Day)	Delayed Openings	Early Closing e.g., tornado watch
PARAPRO'S	Do not report	Do not report	Report with students	Leave after students gone
GROUNDS	Contact Supervisor Bldg. & Grounds	Must report	Must report	Contact Supervisor Bldg. & Grounds
MAINTENANCE	Contact Supervisor Bldg. & Grounds	Must report	Must Report	Contact Supervisor Bldg. & Grounds
CUSTODIAL/ MAINTENANCE	Do not report	Must report	Must Report	1st shift SEE NOTE 2nd shift
FOOD SERVICE	Do not report	Do not report	Must report	Leave after students gone
MECHANICS	Do not report	Must report	Must report	Leave after buses returned
SECRETARIES	Do not report	Must report	Must report	Leave after students gone
VAN DRIVER	Do not report	Must report	Must report	Leave after notified to leave

NOTE: 1st Shift: Leave after students gone & building is able to be locked up.
 2nd Shift: Report 1/2 hour after tornado watch is over. Work 8 hour shift or until normal quitting time.
 3rd Shift: Contact Supervisor of Buildings & Grounds in all closings/delays.

Additional Information:

- a. Days Off - Employees will be paid for the 1st and 2nd days in cases where they do not report to work as described in the chart above. Starting with the third day, employees will not be paid, if they do not report to work.
- b. Reporting to Work - Starting with the third day, individual employees should make their own decision concerning the safety of driving conditions before reporting to work. Employees are not required to report for work, if they feel driving conditions are unsafe or roads are impassable. Secretaries should contact the building principal either at school or at home, if they will not be reporting to work. Custodians, grounds and maintenance employees should contact the Supervisor of Building and Grounds.
- c. Recording Comp. Time - Employees who have already reported for work (prior to the school closing) on the 1st or 2nd day when school is closed, will be granted comp time which can be used later on. Comp time will be granted on a 1 to 1 basis for time worked under these circumstances. Comp time may only be used with the approval of the employee's immediate Supervisor. Employee requests to use accumulated comp time for leave purposes must be made at least 5 days in advance. Comp time granted must be used by June 30 of the fiscal year in which it is earned. Employees are responsible for noting any comp time they accumulate on their time-cards at the time earned. Comp time that is not noted on the time-cards will be disallowed.
- d. Tornado Watches - In the event of a tornado watch, the primary goal is to get the students home safely. The next goal is to work with the Administration to clear the buildings of staff as quickly as possible. Early closing due to conditions other than a tornado watch will be handled as circumstances dictate.

E. EMERGENCIES

In the event of an unscheduled closing of a building while the rest of the district remains open, employees may be allowed to reschedule lost time within the pay period with the approval of the employee's immediate Supervisor. Rescheduled time will be handled on a case by case basis throughout the school building depending on the employees classification, work shift, and assignment.

ARTICLE XI
LEAVES WITH PAY

A. SICK LEAVE DAYS

1. Accumulation

At the beginning of the fiscal year, employees working thirty five (35) hours or more shall be credited with the same number of sick leave days as months they are scheduled to work, accumulating to a maximum of one hundred seventeen (117) days. Part-time employees shall be credited eight (8) sick leave days per year equivalent to their normal work day. Unused sick leave for part-time employees may accumulate to forty five (45) days.

2. Conditions for Use

Personal illness, disability or emergency medical appointments of the employee and/or spouse, child, parent in the house or for whom the employee is a legal guardian shall qualify for sick leave. Absences in excess of five (5) consecutive days may require a statement from a physician. Sick leave may also be used as bereavement leave.

3. Bonus Payment

Full-time employees using four (4) or less sick leave days per year shall receive a \$100 bonus. The sick leave usage year shall be measured from 7/1 - 6/30. All days used during the period 7/1 thru 6/30 that are chargeable to the employee's sick leave balance shall be used to compute annual sick leave usage.

B. SICK BANK

Any employee not in a period of probation whose illness extends beyond the employee's available sick leave days may be granted additional sick leave time from the Sick Leave Bank.

1. After completion of the probationary period, each new employee shall contribute the equivalency in hours of two (2) sick leave days into the Sick Leave Bank.

2. A Sick Leave Bank Committee composed of two (2) employee representatives and an administrator selected by the Board, shall develop its own guidelines relative to the operation of the Sick Leave Bank. The Committee may grant such additional sick leave to an employee based on demonstrated need. The Committee shall not be compelled to grant sick leave retroactively, and the decision of the Committee will be final and not subject to the grievance procedure. The Committee will meet no later than five (5) school days after any formal request for additional sick leave filed with the Business Office. The Committee may replenish Bank Days by request to the Association, which shall determine the method by which the Bank shall be replenished.

3. Employees who receive sick leave pay from the Sick Leave Bank shall be entitled to accrue seniority; however, employees shall not be granted salary step advancements nor accrue other contractual benefits while under this paid leave, except insurance.
4. An employee who is eligible for LTD and who is drawing paid leave days from the sick leave bank may not continue to draw from the sick leave bank upon satisfying the 90 day wait requirement for LTD payments.

C. JURY DUTY

Jury duty, or employees subpoenaed as witnesses in court, shall be considered an approved leave-of-absence and not charged against accumulated sick leave for all employees. The employee shall receive the difference between jury duty pay and their regular wage provided such service is not more than the equivalent of two weeks pay.

D. WORKER'S COMPENSATION

1. In cases of illness or accident wherein the employee is paid benefits under the Worker's Compensation Act, sick leave payments will not exceed the difference between the benefits paid under the provisions of the Act and normal wage.
2. All deductions will be based on the number of hours normally worked.
3. An employee injured on the job shall report such injury at once to the Administration Office and said employee's immediate Supervisor. All reports must be filed at the Administration Office as soon as possible after the incident has occurred but no later than twenty-four (24) hours after the accident. Forms are available from the Supervisor.
4. Any employee's injury requiring loss of time from work whereby the employee would receive Worker's Compensation benefits, shall report the amount of such compensation benefits to the Administration Office upon receipt.
5. If an employee is physically able and fails to file the "Report of an injury to Employee" form as required in 3. above within twenty-four (24) hours of the injury, the employee involved will indemnify the Board for any costs or damages which may be assessed against the Board as a result of the untimely reporting of the accident or injury.
6. Once a claim has been filed with the Board it will be the Board's responsibility to immediately file the claim with the Worker's Compensation insurance carrier. After the claim is filed with the insurance company all claims, problems, reimbursements, etc. must be worked out directly between the employee and the insurance company.

E. ASSOCIATION LEAVE

1. Up to fifty-six (56) hours released time per year shall be granted to those individuals approved by the Association President, provided that applications for released time shall be submitted to the Business Office at least five (5) days in advance of the taking of such leave. In cases of emergency the Board may at its discretion waive the five (5) day advance notice requirement. The Association shall reimburse the Board at the cost of the hourly rate (probationary rate) of the substitute(s) for those designated individuals who are released from work for Association conventions and meetings. These days shall not be used for preparation in fact-finding, mediation or grievance processing. For any approved released

time per year beyond fifty-six (56) hours, the Association shall reimburse the Board at the cost of the hourly rate of those designated individuals who are released from work for Association conventions and meetings.

2. Up to four (4) hours pay per year will be granted to each employee approved by the Association President to attend Association meetings on school property. Applications for release time for Association evening meetings must be submitted by the Association President to the Business Manager at least three (3) days in advance of any meeting date, except in emergencies. Association evening meetings qualifying for release time as described in this paragraph must begin at or after 4:30 p.m. Only those employees normally scheduled to work during the time of the meeting will be paid.

F. RECORDS

A record of accumulated sick leave days will be maintained at the Administration Office and made available for inspection by the employee during normal business hours.

G. DEFINITION

The reference to thirty five (35) hours or more in this Article is to employees who average at least thirty five (35) hours per week for the school year.

ARTICLE XII UNPAID LEAVES

A. UNPAID MEDICAL LEAVES

An employee who has satisfactorily completed the probationary period and whose personal illness or disability extends beyond the period compensated under Article XI shall be granted a medical leave of absence without pay for up to twelve (12) months. Upon request to return from such a leave, the employee shall be assigned to the first available position provided that the employee is able to perform the duties required. The Board may require medical verification prior to the commencement of such a medical leave and prior to the return from such a leave. Any employee returning from a leave without pay, shall return to the position he/she occupied immediately prior to the beginning of the leave, provided the leave duration is ninety (90) calendar days or less. Any employee who is on a leave of more than ninety (90) calendar days shall be assigned to the first available position within his/her classification. NOTE: The Board may, at its discretion, extend the ninety (90) days or less leave requirement for an employee to return to his/her position occupied prior to the beginning of an unpaid leave.

B. GENERAL UNPAID LEAVES

An unpaid leave of absence may be granted at the option of the Board to an employee who has successfully completed a probationary period. Each case will be looked at individually and final determination will rest with the Board as to whether or not a general unpaid leave of absence may be granted. In no case will an unpaid leave of absence extend beyond a twelve (12) month period from date of leave.

C. CONDITIONS FOR ALL UNPAID LEAVES

When a leave of absence is granted under the conditions specified under A. or B. above, such a leave of absence shall:

1. Not entitle the employee to accrual of sick leave or seniority or any Board paid fringe benefits, except under the provisions of Article XII, D.
2. Not entitle the employee to advancement on the salary schedule for the time away from actual employment.
3. Entitle the employee to return within twelve (12) months to the first vacant position for which he/she is qualified. The refusal of offered employment will terminate the employee's contractual rights and sever employment between the Board and the employee.
4. A physician's statement will be required prior to the return from a medical leave of absence. The Board reserves the right to send the employee (at Board expense) to its own doctor for a second opinion.
5. A leave of absence and all contractual rights will automatically terminate, if the employee on the requested leave of absence files for unemployment with the Michigan Employment Security Commission.
6. An employee on a leave of absence will automatically forfeit all contractual rights if he/she takes employment with any other employer during the period of unpaid leave granted by the Kenowa Hills Board of Education.

D. FEDERAL FAMILY LEAVE ACT

Leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. Employees may take unpaid leave in accordance with the Act for birth, adoptions, placement of a child in their foster care, or for serious medical conditions affecting themselves or their immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. The Board paid insurance that is continued will include "health, dental and vision".

ARTICLE XIII
PAYROLL, WAGES, AND COMPENSATION

A. DEDUCTIONS/CREDIT UNION/ANNUITIES

1. Payroll deductions will be available to employees for the Grand Rapids Teacher's Credit Union, United Fund, and the Kenowa Hills Education Foundation. Annuity programs heretofore approved by the Board shall be available to each employee, however, additional companies will be added only if the Board feels there is sufficient need to do so.
2. Written notification is required for any deduction or change in deduction. Changes will only be made quarterly (July 1, October 1, January 1, and April 1). Credit Union deductions may be changed at any time on the proper written authorization form. The Board assumes no liability other than forwarding the authorized deducted amounts in a timely manner to the proper agency.

B. STATUTORY WITHHOLDING

Federal, State and Walker City income taxes are required deductions and will automatically be deducted from gross earnings.

C. PAY PERIODS AND TIME CARDS

1. Accrued wages are paid every two weeks. A paycheck covers wages up to and including the Friday preceding payroll date. Second and third shift employees shall receive their paychecks on Thursdays, but checks may not be cashed until after completion of second shift.
2. Employees shall submit a bi-weekly time card with the exception of those paid on a per diem basis who will complete a time sheet bi-weekly. The rules and regulations for use of time clocks and time cards will be adhered to by all members of the Association.

D. OVERTIME

No employee may work more than eight (8) hours in a given day without the prior approval of his/her immediate Supervisor. The explanation of additional hours must be listed on the reverse side of the time card. When an employee is away from his/her job for any reason, this must be reflected on the time card with an explanation listed on the reverse side. Compensation for overtime is described in Article VIII, B., of this agreement. Compensatory time off may be given instead of overtime pay, if mutually agreeable to the Supervisor and the employee. (See Article X,D,3,c.)

E. COMPENSATION

The basic compensation of each employee shall be as set forth in Appendix B. There shall be no deviation from said compensation rates during the life of this Agreement, except that Board may, in its sole discretion, grant credit on the wage schedule for outside experience/training when hiring new employees, not to exceed one year for each year of job related experience.

F. MILEAGE

Employees will be reimbursed at the I.R.S. rate per mile for use of their personal vehicle when they are required to leave their assigned work location to go to another work location or to use their vehicle for other purposes to the benefit of the district. The proper mileage form must be completed at the end of each month and sent to the bookkeeper for a reimbursement check to be issued. Documentation as to date, miles driven, and purpose should be included on the reimbursement form.

ARTICLE XIV
INSURANCE

A. UNDERWRITING REQUIREMENTS

In order to qualify for benefits under this agreement, there are certain underwriting requirements and other responsibilities that must be met by the employee and the Board. The following items are applicable to all insurance benefit coverages stated in the Article unless otherwise specified:

1. Applications - Upon submission of a proper written application form to the Kenowa Hills Business Office, the Board shall provide the benefits described in this Article for those employees who meet the qualifications stated in this Agreement.
2. New Hires/90 Day Wait - Employees newly hired, recalled by the Board or returning from leave shall be eligible for Board paid premiums upon completion of appropriate forms. In the case of newly hired employees, eligibility for Board-paid premiums will commence after completion of a ninety (90) calendar day probationary period. Coverage shall become effective on the day appropriate forms are completed.
3. Hour Requirements - In order to qualify for insurance benefits employees must meet specified hour requirements. Full time for benefit purposes is described as thirty-five (35) hours per week. The Board paid benefits are for eligible bargaining unit members and their eligible dependents as defined by the insurance carrier.
4. Summer Premiums - Employees working ten (10) months will have the July and August premium paid in full by the Board. If the employee does not return in September he/she agrees to reimburse the Board for the July and August premium.
5. Termination - Employees terminating employment with the Board shall have benefits terminated on the first day of the month following termination of employment.
6. Unpaid Leaves - An employee on an unpaid leave may continue insurance benefits (within the limitations of the underwriter) for the term of his/her unpaid leave by requesting this in writing and having his/her check covering the full monthly premium at the Board's Business Office one week prior to the beginning of each month. See Article XII of this Agreement for a definition of unpaid leaves.
7. Change in Family Status - Changes in family status shall be reported by the employee to the Business Office within thirty (30) days of such change. All changes must be submitted in writing on the proper form. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this. The Board will not be responsible for retroactive premiums because of failure by the employee to complete forms in a timely manner or meet underwriting requirements.
8. When Both Spouses Are Employed - A single person qualifies for individual membership under group provisions. If a husband and wife are both employed by the Board they shall not receive double coverages under this Article.
9. No Double Coverage of Health - The benefits listed in this Article will not be provided to the employee if equivalent benefits are being provided from another employer of the employee or the employee's spouse. It is not the intention of the Board to duplicate health insurance coverages.
10. Copies of Rules and Regulations - The Board agrees to provide the benefit programs described, but within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder. Current copies of all rules and regulations shall be forwarded to the Association President.
11. Board's Responsibility Limited - The Board's responsibility shall not extend to the provision of benefits unless it has failed in meeting its responsibilities which shall be limited to:

- a. Timely paying of all premiums.
 - b. Complying with all requirements of the Board required by the carrier and/or underwriter.
 - c. Securing insurance coverage no less than that which is outlined in the certificate of insurance on file in the Business Office as of October 1, 1994.
12. "At Work Requirement" - To be eligible for coverage (or increase in coverage), employees must be able to perform the carrier's "at work requirement" with the Board before benefits are effective. Copies of all such at work requirements shall be provided to the Association President.
 13. Conversion Right - Employees who have Board provided term life insurance, have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep his/her life insurance in force must contact the insurance carrier within thirty (30) days of his/her last day of employment.
 14. Open Enrollment - Open enrollment period shall be provided annually during the month of September.
 15. Insurance Plan Controlling - The descriptions of benefits in this Article are only general in nature and are superseded and controlled by the terms and conditions of the applicable insurance plan, a copy of which is available for inspection during normal working hours at the Business Office of the Board and are subject to underwriting rules and regulations. A copy will also be filed with the Association President.
 16. Information - The Board shall be responsible for providing insurance information (certificates of insurance, claim forms, and application forms) made available to them by the insurance company. This information will be available upon request.

B. GROUP INSURANCE COVERAGES

Under the conditions set forth in A. of this Article, the Board will provide, without cost, for active full-time employees, the following group insurance coverages:

1. Health - MESSA Super Care I health insurance plan within the coverage category which the employee is included; e.g., full family, two persons, one person and family continuation or sponsored dependent. The Board will deduct any employee contributions for the above coverage through payroll deductions for those employees choosing such group health coverage.
2. Vision - MESSA VSP-3.
3. Life - MESSA Group Term Life insurance of \$20,000 AD & D.
4. Dental - Delta Dental Plan 75/75/50 with a \$1,500 orthodontic rider.
5. Long-Term Disability - MESSA LTD Plan 1, 66 2/3%, 90 day modified fill, \$2,500 maximum.

C. OPTION GROUP INSURANCE COVERAGES

Under the conditions in A. of this Article, for those active full time employees not electing the group Health Insurance coverage in B,1 of this Article, the Board will provide, without cost the following insurance coverages and benefits:

1. Vision - MESSA VSP-3.
2. Dental - Delta Dental Plan 100/75/50 with a \$1,500 orthodontic rider.
3. Life - MESSA Group Term Life insurance of \$20,000 AD&D.
4. Long Term Disability - MESSA LTD Plan 1, 66 2/3%, 90 day modified fill, \$2,500 maximum.
5. Annuity - Tax Sheltered Annuity in the amount of \$70.00 through a company of the employee's choice selected from among the Board list of companies.

D. INSURANCE PURCHASING (FULL TIME COVERAGES)

The Board may opt to purchase MESSA Super Care 1 Group Health, Life Insurance, Dental Insurance, Long Term Disability Insurance, Vision Insurance and Option Package coverages as described in paragraphs B. and C. of this article as part of a MESSA PAK, or may choose to purchase the same group coverages on an ala carte (individual) type basis from MESSA. The Board will evaluate which purchasing option (MESSA PAK or Ala Carte) is least costly. The Board retains the exclusive right to determine which purchase method is less costly for the school district and to choose the least costly purchasing method.

NOTE: All employees will need to fill out new MESSA group insurance applications whenever coverage is switched to or from MESSA PAK.

E. PART-TIME EMPLOYEES

1. Life Insurance - Under the conditions set forth in A. of this Article, for each part-time employee working more than fifteen (15) hours per week but less than thirty-five (35) hours per week, the Board will provide, without cost, MESSA Group Term Life insurance, \$15,000 AD&D.
2. Employee Contribution Requirements - The employee contribution toward group health, dental and visions coverages which are in effect and listed in this Agreement are required in advance and no later than the first of each month. Late payment shall result in termination of coverage.
3. 30 to Less Than 35 Hour Employees - For those employees working between thirty (30) and less than thirty five 35 hours per week, one of the following options will be provided at the employee's choice:
 - a. \$120.00 per month board payment toward the MESSA Super Care I medical insurance.
 - b. \$120.00 per month board payment toward the Delta Dental Plan 100/75/50 with \$1,500 orthodontic rider.

- c. \$120.00 per month board payment toward the Delta Dental Plan C 50/50 and MESSA VSP 3.
 - d. \$100.00 per month board payment toward a Tax Sheltered Annuity through a company of employee choice selected from among the Board list of companies.
4. 20 to Less Than 30 Hour Employees - For those employees working between twenty (20) and less than thirty (30) hours per week, one of the following options will be provided at the employee's choice:
- a. \$80.00 per month board payment toward the MESSA Super Care I medical insurance.
 - b. \$80.00 per month board payment toward the Delta Dental Plan 100/75/50 with \$1,500 orthodontic rider.
 - c. \$80.00 per month board payment toward the Delta Dental Plan C 50/50 and MESSA VSP-3.
 - d. \$60.00 per month board payment toward a Tax Sheltered Annuity through a company of employee choice selected from among the Board list of companies.
5. The Board contributions toward the benefits listed in E, 3,a,b,c, and E,4,a,b,c, above, shall be adjusted for the 1995-96 and 1996-97 school years by the same percentage increase as occurs in the single subscriber health insurance rate, however, the maximum increase in Board contributions over the two year period combined shall be limited to 5.99%
6. Option to Participate - Those employees regularly working more than fifteen (15) hours per week may participate at their own expense in the group health, dental and vision coverages which are in effect and listed in this agreement. Participation in any of these plans is subject to any limitations established by the plan underwriter. Employees are required to pay in advance for this benefit and no later than the first of each month. Late payment shall result in termination of coverage.

ARTICLE XV
SENIORITY, LAYOFF AND RECALL

A. SENIORITY

- 1. The term "unit seniority" means continuous employment service with the Kenowa Hills Board of Education while performing Bargaining Unit work.
- 2. "Classification seniority" means employment service in a specific position of the Board of Education represented by the Association and as defined in A,3. of this Article. Employees shall accrue seniority in each classification they work for the period of their employment in that classification.
- 3. For the purpose of stating classification seniority, there shall be seven (7) classifications. They are as follows:

- a. Custodial/Maintenance, Grounds, Maintenance
- b. Van Driver
- c. Security Guards
- d. Secretaries
- e. Paraprofessionals
- f. Bus Mechanics
- g. Food Service Employees

B. UNIT SENIORITY AND CLASSIFICATION SENIORITY

- 1. Employee seniority shall accrue from the employee's date of hire in the unit and the classification.
- 2. When an employee moves into a different classification the seniority in the prior classification shall be frozen.
- 3. Each employee who is laid off or who is on an unpaid leave of absence in excess of thirty (30) calendar days shall have his/her seniority "frozen" for the duration of the leave.

Employees who are on an unpaid leave of absence shall retain their seniority date for a period of twelve (12) months.

- 4. Each new employee hired by the Board shall serve a ninety (90) calendar day probationary period during which time he/she shall have no unit seniority or classification seniority. Upon successful completion of the probationary period by the new employee, such employee shall receive unit seniority and classification seniority from the date of his/her hire in the bargaining unit. In the event that more than one employee has the same seniority date, there shall be a meeting to establish a tie-breaker. The tie-breaker meeting will be administered by the Association utilizing a "luck-of-the-draw" process. Following the tie-breaker meeting, the Association will provide written notice of rank order of seniority to the Business Manager for all affected employees. The lack of seniority for probationary employees shall be interpreted to mean that the Board may discipline and/or discharge such employees and the employee and/or the Association shall have no recourse to the grievance procedure.

C. LOSS OF UNIT SENIORITY AND CLASSIFICATION

Unit seniority and classification seniority shall be lost if any of the following apply:

- 1. The employee retires, quits, or is discharged.
- 2. The employee is absent three (3) consecutive work days without properly notifying the Board. If the Board is notified of extenuating circumstances which are beyond the control of the employee, the Board may waive this condition.
- 3. The employee does not return from a leave of absence within three (3) working days after the leave expires.
- 4. The employee does not return from layoff status within ten (10) working days from date of recall, except as provided in G - RECALL.

5. The employee is transferred to a Board position outside this unit (see Article I, A). In the event the employee returns to this unit, his/her former seniority and position seniority in this unit shall be reinstated.
6. An employee laid off for two (2) years, will be considered terminated and all contractual rights, etc. will end on the anniversary date of the layoff.

D. SENIORITY LIST

The Board shall maintain a list indicating unit seniority and classification seniority of the position in which the employee is currently employed and which shall be available to the Association upon written request. This list shall be posted on or before orientation day of each year. The Association shall be responsible for the initial seniority lists and compiling, and obtaining agreement from bargaining unit members to all official seniority lists. The initial seniority list, once presented to the Board by the Association, cannot be changed and is not grievable. All employees employed prior to July 1, 1977 will be credited with full-time unit and classification seniority.

E. LAYOFF

1. Procedure - The word "layoff" means a reduction in the number of employees employed in a bargaining unit position(s) represented by the Association. If a layoff occurs for any reason, the following procedure will be used.
 - a. The Superintendent or designee will meet with the Association President or designee and discuss the reduction.
 - b. The Superintendent or designee will attempt to reduce staff through attrition or voluntary layoff.
 - c. If reduction is still necessary, probationary employee(s) employed in those classifications where layoffs shall occur shall be the first to be laid off. Employee(s) who are not on probation, in positions affected by layoff shall be laid off according to the inverse order of their seniority in that classification, provided that a higher seniored person is available and has the necessary qualifications to perform the job responsibilities of the person being laid off in that classification. Layoff notice shall be given at least thirty (30) working days prior to the effective date of the layoff, except in event of an employee work stoppage.
 - d. Bumping Rights Within a Classification

An employee whose position has been eliminated may exercise his/her right to bump any less seniored employee in that classification provided they have the necessary qualifications to assume that position.

To expedite this process, all bumping will occur at a single meeting of effected employees. If necessary, this meeting shall be scheduled prior to the beginning of each semester and effected employees shall be notified of the meeting at least seven (7) calendar days in advance of the meeting.

2. Bumping - At the beginning of the school year, not later than the fourth Friday following Labor Day, paraprofessionals and/or food service employees who have suffered a reduction in hours from the previous work year will have the right to bump the least senior employee in the same classification working the same or closest number of hours as the reduced employee, provided the bumping employee possesses the necessary qualification for the position into which the bump will occur.

F. Reduction of Hours

An employee who has lost hours shall have the right, based on seniority and necessary qualifications, to recover those hours as additional work becomes available provided there is no conflict in scheduling.

Such recovery of hours shall only be within classification and building.

The intent of this provision is to restore hours as closely as possible to the employees' previously regularly scheduled hours during the school year. If an employee is unable to recoup hours under this provision during the school year, the employee would have rights in the subsequent school year to recoup hours under Article XV, E,2. Bumping.

Such recovery of hours may not result in overtime.

G. RECALL

The Board shall not be required to recall any probationary employee(s). When the work force is increased following a layoff, employees (not on probation) shall be recalled in the inverse order of layoff within a given classification. An employee recalled to a position with fewer hours and/or lower pay, shall have the right to reject that position and remain on the recall list for future positions, not to exceed the period of recall provided under Article XV, C. It is understood by all concerned that such rejection may cause loss of MESC unemployment benefits. Notice of recall shall be given by mailing, by certified mail, to the employee's address which is on file with the Board at the time of recall.

H. TERMINATION

Each employee not returning to employment with the Board within ten (10) working days after the recall, is considered to be a voluntary termination, by the employee, of employment with the Board.

I. ANNEXATION, CONSOLIDATION

It is understood and agreed that should the Association survive any consolidation or annexation as the collective bargaining representative of the combined bargaining units of Kenowa Hills and any other school district, the Kenowa Hills Board shall and will meet its collective bargaining obligations with respect to the Association and the resulting bargaining unit, provided, however, that this shall not require the Board to bargain prior to any consolidation or annexation nor shall it require the Board to apply the terms of this Agreement to the resulting bargaining unit.

ARTICLE XVI
VACANCIES, TRANSFERS AND PROMOTIONS

A. POSTING VACANCIES AND POSTING INFORMATION

A vacancy shall be defined as any Association position (defined in Article I, A,1.), either newly created or a present position, that is not filled. All vacancies shall be posted in a conspicuous place in each building of the district for a period of five (5) working days. Said posting shall contain the following information:

- a. Classification
- b. Hours to be worked
- c. Location of work
- d. Starting date
- e. Qualifications

B. APPLICATION PROCEDURE

Interested employees may apply in writing to the Business Manager or designee, within the five (5) days posting period.

C. FILLING VACANCIES

Vacancies will be filled with the most qualified applicant from within the affected classification. The Board shall determine the qualifications for the position based upon the job to be performed. The Board shall invite the Association to have a representative present during the selection process to participate in an advising role. Copies of all district postings shall be sent to the KHSSA President. If the qualifications of two (2) or more applicants are equal, seniority will determine the appointee to the posted position. Should no qualified employee from the affected classification apply, the vacancy shall then be filled with the most senior qualified applicant from the other classifications. Within ten (10) work days after the expiration of the posting period, the Business Manager or designee shall make known its decision as to which applicant has been selected to fill a posted position or state that the position is not to be filled. If there are no qualified applicants from the bargaining unit the Administration reserves the right to hire a person from outside the bargaining unit. The Board may fill a vacancy on a temporary basis for no more than forty-five (45) working days following the creation of the vacancy.

D. PROBATIONARY PERIOD

In the event of transfer in the classification or promotion from one classification to another, the employee shall be given thirty (30) work days probationary period in which to show his/her ability to perform on the new job. The Board shall give the employee promoted or transferred reasonable assistance to enable the employee to perform up to the Board's standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, then the employee shall be returned to his/her previous assignment.

E. INVOLUNTARY TRANSFER

Employees shall not be placed on a lower step on the salary schedule due to an involuntary transfer or promotion. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases the Administration reserves the right of final determination as to building assignment and work shift, (See Article II, E,2) but will give a written notice of reason for permanent change upon request of the employee.

F. PARAPROFESSIONAL ASSIGNMENTS

Annually, the Business Manager will meet with the Association President and Paraprofessional Representatives (limit one (1) per building) within one (1) week following start of school to discuss paraprofessional assignments.

ARTICLE XVII
NO STRIKE - NO LOCKOUT

A. STRIKES ILLEGAL

The Association and its individual members agree that a "strike" is not in the interest of the children of Kenowa Hills Public Schools; and, therefore, the Association and its individual members agree not to strike during the duration of this Agreement. The Association also recognizes that in Michigan strikes by public employees are illegal.

B. STRIKE DEFINITION AND EMPLOYEE/ASSOCIATION RIGHTS

As used in this article, the word "strike" shall mean the concerted failure to report to 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 condition, 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 public employee to the expression or communications of a view, grievance, complaint, or opinion on 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.

C. WILLFUL VIOLATION

1. Willful violation of this Agreement and/or Article by any employee or group of employees will be dealt with in accordance with the penalties and procedures as stipulated in the Public Employment Relations Act (Ref. P.E.R.A, Act 336 of P.A. of 1947 as amended Section 423.206, Sec. 6) if requested by the employee in writing.
2. If an employee requests in writing that a hearing take place the Board will comply with the above referenced law (P.E.R.A.).
3. A strike, as defined above, could constitute just cause for discharge and/or the imposition of discipline or penalties without recourse to the grievance procedure.

D. NO LOCK OUT

The Board will not participate in, instigate or cause any lockout of employees during the life of this Agreement.

ARTICLE XVIII
MISCELLANEOUS

A. COPIES OF AGREEMENT

The Board shall provide all employees with a copy of this Agreement and all new employees with a copy within one (1) week from the date of hire. Ten (10) copies shall also be provided for the Association's use each year upon written request.

B. CONTRARY TO LAW

If any provision of this Agreement or any application of the Agreement to any employee in the bargaining unit is held by a court of final jurisdiction to be illegal or unlawful, the same shall not affect or impair the validity of other provisions contained in this Agreement.

C. SEVERANCE PAY

1. Amount - After five (5) years of employment by the Kenowa Hills Public Schools, any employee who decides to terminate his/her employment prior to the retirement age required by the Michigan Public School Employee Retirement Act shall receive \$7.00 for each day of sick leave earned and unused.
2. Accumulation Full Time - The maximum accumulation of sick leave for full time employees is one hundred seventeen (117) days. However, for severance purposes full time employees can accumulate the equivalent of up to one hundred thirty 130 days.
3. Accumulation Part Time - For part-time employees the maximum accumulation of sick leave is forty five (45) days.

D. RETIREMENT PAY

1. Amount - Any employee who has reached the age requirement of the Michigan Public School Employee's Retirement Act shall receive upon retirement \$11.00 for each day of sick leave earned and unused at the time of retirement.
2. Accumulation Full Time - The maximum accumulation of sick leave for full time employees is one hundred seventeen (117) days. However, for retirement purposes full time employees can accumulate the equivalent of up to one hundred thirty 130 days.
3. Accumulation Part Time - For part-time employees the maximum accumulation of sick leave is forty five (45) days.

E. COMMITTEES

Committees will be established as follows to enable employees to more effectively access and implement good ideas, facilitate system-wide integration of education programs, become more responsive to changing educational needs.

1. District School Improvement

This committee will be established to review all School Improvement Plans and district needs relative to change. This committee will consist of a KHEA and a KHSSA representative,

the Superintendent, a Board member, one (1) teacher from each building, all building principals, and the Business Manager. Curricular decisions will be deferred to the District Curriculum Council. However, the District School Improvement committee may conduct discussions and make recommendations to the District Curriculum Council for consideration.

2. Special Education Advisory

- a. A Special Education Advisory Committee will be established to facilitate and review the impact of special education needs and changes within the district.
- b. The members of the Special Education Advisory Committee will include but not be limited to the following:
 - (1) Director of Special Education, who shall serve as Chairperson.
 - (2) A representative of the KHEA.
 - (3) A representative of the KHSSA, provided that such representation shall not conflict with the employee's work hours, nor require additional pay.
 - (4) One (1) administrator from each level (elementary, junior high and high school).
 - (5) One (1) regular education teacher from each of the three (3) levels of education (elementary, junior high and high school).
 - (6) One (1) special education teacher from each level of the Special Education continuum. It is understood that an attempt will be made to represent all areas and levels of Special Education at Kenowa Hills.

3. District Professional Council

The Professional Council will meet from time to time as needed to discuss issues and topics which are important to the Administration and the Association. The Professional Council shall be composed of the Superintendent, Business Manager, K.H.E.A. President and the K.H.S.S.A. President. Any request for a contract variance shall be submitted to the District Professional Council for review.

ARTICLE XIX
DURATION OF AGREEMENT

A. EFFECTIVE DATES

This Agreement is effective as of September 1, 1994 and shall continue in effect until the 31st day of August, 1997. Negotiations between the parties shall begin at least sixty (60) days prior to the Agreement expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire unless it is extended for a specific period by mutual written agreement of the parties. This Agreement may not be extended orally and it is expressly understood that it expires on the date indicated. NOTE: The wage rates for the 1994-95 contract year shall be retroactive to July 1, 1994 for all hours worked by Association members.

B. SIGNATURES


In Witnesseth Thereof, the parties hereto have caused this Agreement to be signed by their respective representatives:

ASSOCIATION


BOARD OF EDUCATION



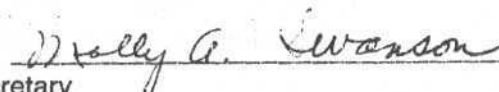
Kent County Education Association



President of the Board



President Kenowa Hills Support
Staff Association



Secretary

APPENDIX A
PROVISIONS EFFECTING PAY AND SALARY SCHEDULES

A. PREMIUM PAY

1. Head Custodians - The Head Custodian at the Junior High and the District Head Maintenance position shall receive 60 cents more per hour. The Night Head Custodian at the High School shall receive 70 cents more per hour. The additional pay is for the added job responsibilities. Job descriptions for these positions will be on file at the Administration building.
2. Shift Premium - Second shift night premium of 15 cents per hour will be paid to custodians scheduled for the entire second shift. The second shift is defined as starting at 1:30 p.m. or later each day. Third shift premium of 20 cents per hour. Third shift to begin at 11:00 p.m.
3. Head Cooks - Head cook positions at the High School and the Junior High School will receive an additional 50 cents per hour.
4. Asbestos Work - Employees involved in asbestos abatement work will receive an additional \$1.00 per hour while doing such work. The employee will be responsible for providing a breakout of any hours worked in asbestos abatement on his/her weekly time card.

B. LONGEVITY PAY

Longevity pay for all employees will be paid effective on the anniversary date of each year after the employee has completed at least seven (7) years of continuous employment at Kenowa Hills Schools in a bargaining unit position covered by this Agreement. Employees must notify the Board at least two weeks prior to their anniversary date of the pay change.

COMPLETED YEARS OF SERVICE

less than 7 years	00 cents per hour
more than 7 years but less than 13 years	26 cents per hour
more than 13 years but less than 19 years	36 cents per hour
more than 19 years	47 cents per hour

C. STEP INCREASES

All step increases will be granted effective July 1st each year in lieu of the anniversary date of the individual employee. Steps will be granted provided that the employee has served six (6) months or more in the district prior to July 1. There will be no step increases for employees at the top (6th) step.

D. PAY EXCEPTIONS

1. Anytime an employee feels that he/she contractually qualifies for additional pay over and above the normal hourly pay for his/her classification and step, the employee will attach a Pay Exception Form (shown in Appendix D) to the time card.
2. **EXAMPLE:** A paraprofessional is required to substitute for a secretary. To determine whether the paraprofessional would qualify for a pay exception, the paraprofessional would have to compare his/her present step on the paraprofessional pay schedule to the first (1st) step on the secretary pay schedule. If the first (1st) step on the secretary pay schedule is higher than the paraprofessionals present pay rate, the employee would qualify for a pay exception. If not, the employee would be paid at his/her present step on the paraprofessional pay schedule since it is a higher rate.
3. This example applies only to those exceptions involving the support staff pay schedule.

APPENDIX B

Kenowa Hills Public Schools Support Staff Wage Schedules

Classification	Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodial/Maintenance							
1994-95	10.62	10.77	10.99	11.18	11.48	12.15	12.89
1995-96	10.85	11.01	11.23	11.43	11.73	12.42	13.17
1996-97	11.16	11.33	11.56	11.76	12.07	12.78	13.55
Grounds							
1994-95	10.62	10.77	10.99	11.18	11.48	12.15	12.89
1995-96	10.85	11.01	11.23	11.43	11.73	12.42	13.17
1996-97	11.16	11.33	11.56	11.76	12.07	12.78	13.55
Maintenance							
1994-95	10.62	10.77	10.99	11.18	11.48	12.15	12.89
1995-96	10.85	11.01	11.23	11.43	11.73	12.42	13.17
1996-97	11.16	11.33	11.56	11.76	12.07	12.78	13.55
Van Driver							
1994-95	10.27	10.56	10.90	11.24	11.51	11.76	12.31
1995-96	10.50	10.79	11.14	11.49	11.76	12.02	12.58
1996-97	10.80	11.10	11.46	11.82	12.10	12.37	12.94
Paraprofessionals							
1994-95	9.40	9.59	9.87	10.18	10.36	10.54	11.08
1995-96	9.61	9.80	10.09	10.40	10.59	10.77	11.32
1996-97	9.89	10.08	10.38	10.70	10.90	11.08	11.65
Mechanic I							
1994-95	12.72	13.03	13.35	13.72	14.15	14.36	14.94
1995-96	13.00	13.32	13.64	14.02	14.46	14.68	15.27
1996-97	13.38	13.71	14.04	14.43	14.88	15.11	15.71
Mechanic II							
1994-95	12.56	12.87	13.19	13.57	13.99	14.19	14.78
1995-96	12.84	13.15	13.48	13.87	14.30	14.50	15.11
1996-97	13.21	13.53	13.87	14.27	14.71	14.92	15.55
Secretaries							
1994-95	10.37	10.47	10.61	10.73	11.38	11.82	12.57
1995-96	10.60	10.70	10.84	10.97	11.63	12.08	12.85
1996-97	10.91	11.01	11.15	11.29	11.97	12.43	13.22
Full Time Food Service							
1994-95	9.80	9.91	10.04	10.16	10.35	10.53	10.70
1995-96	10.02	10.13	10.26	10.38	10.58	10.76	10.94
1996-97	10.31	10.42	10.56	10.68	10.89	11.07	11.26
Part Time Food Service							
1994-95	9.39	9.54	9.72	9.93	10.10	10.28	10.44
1995-96	9.60	9.75	9.93	10.15	10.32	10.51	10.67
1996-97	9.88	10.03	10.22	10.44	10.62	10.81	10.98

APPENDIX C
VARIANCE FORM

Must be submitted at
least 30 days prior
to anticipated date of
implementation.

KENOWA HILLS PUBLIC SCHOOLS

REQUEST FOR MASTER CONTRACT VARIATION
Experimental Programs/School Improvement

Article V, C. KHEA
Article V, D., KHSSA

Building _____ Today's Date _____

School Improvement Chairperson _____

Staff members involved in planning: _____

Process used for decision-making: vote _____

majority _____

2/3 _____

consensus _____

quorum _____

secret ballot _____

other _____

Description of the proposed program _____

Anticipated contract implications or policy change (if known) _____

Impact on other staff (list staff and impact) _____

Clearly identify goals and objectives of program _____

Describe process for evaluation _____

Timeline: Proposed starting date _____

Proposed ending date _____

Date for evaluation _____

Distribution: Principal Superintendent KHEA President KHSSA President Board President

APPENDIX E - GRIEVANCE REPORT FORM
KENOWA HILLS PUBLIC SCHOOLS

Grievance # _____ Submit to Supervisor in Duplicate

Name of Grievant _____ Building _____ Assignment _____

STEP ONE

1. Date Cause of Grievance Occurred _____
2. Date of Informal Discussion with Supervisor _____
3. Statement of Grievance _____

Contract Article(s) Violated _____

Relief Sought _____

Signature of Grievant _____ Date _____

STEP TWO

1. Disposition of Supervisor _____

Signature of Supervisor _____ Date _____
2. Position of Grievant and Association _____

Signature of Grievant _____ Signature of Association Officer/Representative _____ Date _____

**KENOWA HILLS PUBLIC SCHOOLS
1994-95 CALENDAR**

August	29	Full day T (1/2 orientation - 1/2 rooms)		
	30	*1/2 day S - Full day T	2 S	3 T
September	5	Labor Day - No school		
	21	Late Start - High School - 11:05 a.m.		
	27	*Full day Secondary 12:30 dismissal Elem. (Elem. Grade Level Planning)	21 S	21 T
October	5	Early Dismissal - High School - 11:05 a.m.		
	12	*1/2 day S - Teacher Inservice		
	19	Late Start - High School - 11:05 a.m.		
	28	End of First Marking Period	21 S	21 T
November	1	Full day school - Sec. Conf. 6:00 - 9:00 p.m. Additional Kdgn. Conference 3:30 - 6:30 p.m.		
	2	Early Dismissal - High School - 11:05 a.m.		
	3	Full day school - Elem. Conf. 6:00 - 9:00 p.m.		
	7	Full day school - Elem. Conf. 3:30 - 6:30 p.m. Sec. Conf. 6:00 - 9:00 p.m.		
	8	Additional Kdgn. Conference time - 3:30 - 6:30 p.m.		
	9	Full day school - Elem. Conf. 6:00 - 9:00 p.m. Sec. Conf. 3:00 - 6:00 p.m.		
	10	*1/2 day students - Conf. All 1:00 -4:00 p.m.		
	11	No school		
	24-25	Thanksgiving Vacation	19 S	20 1/2 T
December	16	Last Full day School	12 S	12 T
January	3	School Resumes		
	18	Full day staff and students Secondary exams P.M.		
	19	Elem. Full day - Secondary - 1/2 day students full day staff - examinations		
	20	Elem. Full day - Secondary - 1/2 day students full day staff - examinations End of First Semester		
	23	No school students - Teacher work day		
	31	*1/2 day Elementary and Junior High dismissal times to be announced	20 S	21 T
February	15	*Full day secondary - P.M. Elementary Dismissal time to be announced (Elem. Grade Level Planning)		
	28	*1/2 day Elementary and Junior High dismissal times to be announced	20 S	20 T
March	15	Additional Kdgn. Conference time - 3:30 - 6:30 p.m. *1/2 day Elementary and Junior High dismissal times to be announced		

	22	Full day school - Sec. Conf. 6:00 - 9:00 p.m. Additional Kdgn. Conference time - 3:30 - 6:30 p.m.		
	23	Full day school - Elem. Conf. 6:00 - 9:00 p.m.		
	24	End of Third Marking Period		
	27	Full day school - Sec. Conf. 6:00 - 9:00 p.m.		
	28	Full day school - Elem. Conf. 6:00 - 9:00 p.m.		
	29	*1/2 day students - full day staff Sec. Conf. 3:00 - 6:00 p.m. Elem. Conf. 4:00 - 7:00 p.m.		
	30	*1/2 day students - Elem. and Jr. High Conf. 12:30 - 3:30 p.m. ** High School can use day for school improvement, North Central, Dept. Meetings, etc.		
	31	No School	22 S	23 1/2 T
April	3-7	Spring Vacation		
	25	*Full day Secondary - P.M. Elementary Dismissal time to be announced (Elem. Grade Level Planning)	15 S	15 T
May	10	*1/2 Elementary and Junior High dismissal times to be announced		
	29	Memorial Day - No School	22 S	22 T
June	7	Full day students - Full day staff (Secondary Exams)		
	8	*1/2 day students - Full day staff (Secondary Exams)		
	9	Last day of school - *1/2 day students Full day staff (Secondary Exams)	7 S	7 T
			-----	-----
			181	186

* 1/2 day counted as 1 full day for students

** See special note - This changes Spring Conference to 4 rather than 3 conference sessions.

**KENOWA HILLS PUBLIC SCHOOLS
1995 - 96 CALENDAR**

August	28	Full day T (1/2 orientation - 1/2 rooms)		
	29	*1/2 day S - Full day T	3 S	4 T
September	4	Labor Day - No school		
	26	*Full day Secondary 12:30 dismissal Elem. (Elem. Grade Level Planning)	20S	20T
October	11	*1/2 day S - Teacher Inservice		
	27	End of First Marking period		
	30	Full day school - Sec. Conf. 6:00-9:00 p.m. Additional Kdgn. Conf. time 3:30 - 6:30 p.m.	22S	22T
November	2	Full day school - Elem. Conf. 6:00-9:00 p.m.		
	6	Full day school - Elem. Conf. 3:30 - 6:30 p.m. Sec. Conf. 6:00-9:00 p.m.		
	7	Additional Kdgn. Conf. time 3:30 - 6:30 p.m.		
	8	Full day school - Elem. Conf. 6:00-9:00 p.m. Sec. Conf. 3:00 - 6:00 p.m.		
	9	No school students - Conf. All 1:00 - 4:00 p.m.		
	10	No school		
	23 - 24	Thanksgiving Vacation	18S	20T
December	15	Last Full day School	11S	11T
January	3	School Resumes		
	17	Full day staff and students Secondary exams P.M.		
	18	Elem. Full day - Secondary - 1/2 day students full day staff - examinations		
	19	Elem. Full day - Secondary - 1/2 day students full day staff - examinations End of First Semester		
	22	No school students - Teacher work day	20S	21T
February	14	*Full day secondary - 12:30 Elementary Dismissal (Elem. Grade Level Planning)		
	26	No School	20S	20T
March	13	Additional Kdgn. Conf. time 3:30 - 6:30 p.m.		
	20	Full day school - Sec. Conf. 6:00-9:00 p.m. Additional Kdgn. Conf. time 3:30 - 6:30 p.m.		
	21	Full day school - Elem. Conf. 6:00-9:00 p.m.		
	22	End of Third Marking Period		
	25	Full day school - Sec. Conf. 6:00-9:00 p.m.		
	26	Full day school - Elem. Conf. 6:00-9:00 p.m.		
	27	*1/2 day students - Sec. Conf. 3:00-6:00 p.m. Elem. Conf. 4:00-7:00 p.m. (Teachers free to leave from dismissal to conf.)		

	28	*1/2 day students - Elem. and Jr. High Conf. 12:30-3:30 p.m. ** High School can use day for school improvement, North Central, Dept. Meetings, etc.		
	29	No School	20S	21T
April 1-	5	Spring Vacation		
	23	*Full day Secondary 12:30 dismissal Elem. (Elem. Planning)	17S	17T
May	27	Memorial Day - No School	22S	22T
June	10	Full day students - Full day staff (Secondary Exams)		
	11	*1/2 day students - Full day staff (Secondary Exams)		
	12	Last day of school - *1/2 day students Full day staff (Secondary Exams)	8S	8T

			181	186

* 1/2 day counted as 1 full day for students

** See special note - This changes Spring Conference to 4 rather than 3 conference sessions.

**KENOWA HILLS PUBLIC SCHOOLS
1996 - 97 CALENDAR**

August	26	Full day T (1/2 orientation - 1/2 rooms)	
	27	*1/2 day S - Full day T	4 S 5 T
September	2	Labor Day - No school	
	24	*Full day Secondary 12:30 dismissal Elem. (Elem. Grade Level Planning)	20S 20T
October	9	*1/2 day S - Teacher Inservice	
	25	End of First Marking period	
	29	Full day school - Sec. Conf. 6:00-9:00 p.m. Additional Kdgn. Conf. time 3:30 - 6:30 p.m.	
	30	Full day school - Elem. Conf. 6:00-9:00 p.m.	23S 23T
November	4	Full day school - Elem. Conf. 3:30 - 6:30 p.m. Sec. Conf. 6:00-9:00 p.m	
	5	Additional Kdgn. Conf. time 3:30 - 6:30 p.m.	
	6	Full day school - Elem. Conf. 6:00-9:00 p.m. Sec. Conf. 3:00 - 6:00 p.m.	
	7	No school students - Conf. All 1:00 - 4:00 p.m.	
	8	No School	
	28 - 29	Thanksgiving Vacation	17S 19T
December	20	Last Full day School	15S 15T
January	6	School Resumes	
	15	Full day staff and students Secondary exams P.M.	
	16	Elem. Full day - Secondary - 1/2 day students full day staff - examinations	
	17	Elem. Full day - Secondary - 1/2 day students full day staff - examinations End of First Semester	
	20	No school students - Teacher work day	19S 20T
February	12	*Full day secondary - 12:30 Elementary Dismissal (Elem. Grade Level Planning)	20S 20T
March	12	Additional Kdgn. Conf. time 3:30 - 6:30 p.m.	
	21	End of Third Marking Period	
	26	Full day school - Sec. Conf. 6:00-9:00 p.m. Additional Kdgn. Conf. time 3:30 - 6:30 p.m.	
	27	Full day school - Elem. Conf. 6:00-9:00 p.m.	
	31	Full day school - Sec. Conf. 6:00-9:00 p.m. (Teachers free to leave from dismissal to conf.)	21S 21T

April	1	Full day school - Elem. Conf. 6:00-9:00 p.m.	
	2	*1/2 day students - Sec. Conf. 3:00-6:00 p.m. Elem. Conf. 4:00-7:00 p.m. (Teachers free to leave from dismissal to conf.)	
	3	*1/2 day students - Elem. and Jr. High Conf. 12:30-3:30 p.m. ** High School can use day for school improvement, North Central, Dept. Meetings, etc.	
	4	No School	
	7 - 11	Spring Vacation	
	22	*Full day Secondary 12:30 dismissal Elem. (Elem. Planning)	16S 17T
May	26	Memorial Day - No School	
			21S 21T
June	4	Full day students - Full day staff (Secondary Exams)	
	5	*1/2 day students - Full day staff (Secondary Exams)	
	6	Last day of school - *1/2 day students Full day staff (Secondary Exams)	5S 5T

			181S 186T

* 1/2 day counted as 1 full day for students

** See special note - This changes Spring Conference to 4 rather than 3 conference sessions.

Letter of Agreement

Between

Kenowa Hills Public Schools

and

Kent County Education Association (K.C.E.A.) and the Kenowa Hills Support Staff Association (K.H.S.S.A.)

The parties agree there will be no loss or gain of work time to support staff employees as a result of the restructuring of the elementary and junior high school day. The restructured day is scheduled to start in January of 1995, pending final approval by the Board of Education. The Board of Education will be voting on final approval at the second regularly scheduled Board Meeting in October of 1994.

FOR THE KENOWA HILLS
BOARD OF EDUCATION

FOR THE KENOWA HILLS
SUPPORT STAFF ASSOCIATION

Deann B. West

Date December 19, 1994

Aloncia Sias

Date December 16, 1994

Molly A. Swanson

Date December 16, 1994

Julie M. Kasul

Date December 16, 1994



KENOWA HILLS PUBLIC SCHOOLS

2325 Four Mile N.W.
Grand Rapids, Michigan 49504
(616) 784-2511

JAMES GILLETTE
SUPERINTENDENT

PAUL M. VANT HOF
COMMUNITY EDUCATION DIRECTOR
ATHLETIC DIRECTOR

ROBERT ZEITZER
BUSINESS MANAGER

CHERI MEYER
SPECIAL EDUCATION DIRECTOR
DIRECTOR OF INSTRUCTION

TO: Kenowa Hills Support Staff Association Members

FROM: Robert Zeitzer, Business Manager *R. Zeitzer*

DATE: March 30, 1995

RE: Contract Revisions

Attached are revisions to the current Support Staff Association contract booklet (light blue covers). These revisions have been ratified by the Support Staff Association membership and by the school board. Therefore, you should include these revisions with your contract booklet. These revisions replace Articles XII, XV and XVI in your current support staff contract booklet.

Do **not** tear out the original pages 25, 30, 31, 32, 33, 34 and 35 from your light blue contract booklet. Instead, I would suggest that you include the revisions in the back of your contract booklet.

The revised contract language is effective immediately and supersedes the language in Articles XII, XV and XVI in your current contract booklet. Therefore, you should refer to these pages if you have questions which pertain to Articles XII, XV and XVI.

ARTICLE XII

C. CONDITIONS FOR ALL UNPAID LEAVES

When a leave of absence is granted under the conditions specified under A. or B. above, such a leave of absence shall:

1. Not entitle the employee to accrual of sick leave (**Delete or seniority**) or any Board paid fringe benefits, except under the provisions of Article XII, D.
2. Not entitle the employee to advancement on the salary schedule for the time away from actual employment.
3. Entitle the employee to return within twelve (12) months to the first vacant position for which he/she is qualified. The refusal of offered employment will terminate the employee's contractual rights and sever employment between the Board and the employee.
4. A physician's statement will be required prior to the return from a medical leave of absence. The Board reserves the right to send the employee (at Board expense) to its own doctor for a second opinion.
5. A leave of absence and all contractual rights will automatically terminate, if the employee on the requested leave of absence files for unemployment with the Michigan Employment Security Commission.
6. An employee on a leave of absence will automatically forfeit all contractual rights if he/she takes employment with any other employer during the period of unpaid leave granted by the Kenowa Hills Board of Education.

D. FEDERAL FAMILY LEAVE ACT

Leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. Employees may take unpaid leave in accordance with the Act for birth, adoptions, placement of a child in their foster care, or for serious medical conditions affecting themselves or their immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. The Board paid insurance that is continued will include "health, dental and vision".

ARTICLE XIII

PAYROLL, WAGES, AND COMPENSATION

A. DEDUCTIONS/CREDIT UNION/ANNUITIES

1. Payroll deductions will be available to employees for the Grand Rapids Teacher's Credit Union, United Fund, and the Kenowa Hills Education Foundation. Annuity programs heretofore approved by the Board shall be available to each employee, however, additional companies will be added only if the Board feels there is sufficient need to do so.
2. Written notification is required for any deduction or change in deduction. Changes will only be made quarterly (July 1, October 1, January 1, and April 1). Credit Union deductions may be changed at any time on the proper written authorization form. The Board assumes no liability other than forwarding the authorized deducted amounts in a timely manner to the proper agency.

ARTICLE XV
SENIORITY, LAYOFF AND RECALL

A. SENIORITY

1. The term "unit seniority" means continuous employment service with the Kenowa Hills Board of Education while performing Bargaining Unit work **as defined in Article 1, A..**
2. "Classification seniority" means employment service in a specific position of the Board of Education represented by the Association and as defined in A,3. of this Article. Employees shall accrue seniority in each classification they work for the period of their employment in that classification.
3. For the purpose of stating classification seniority, there shall be seven (7) classifications. They are as follows:
 - a. Custodian/Maintenance, Grounds, Maintenance
 - b. Van Driver
 - c. Security Guards
 - d. Secretaries
 - e. Paraprofessionals
 - f. Bus Mechanics
 - g. Food Service Employees

B. UNIT SENIORITY AND CLASSIFICATION SENIORITY

1. Employee seniority shall accrue from the employee's date of hire in the unit and the classification.
2. When an employee moves into a different classification the seniority in the prior classification shall be frozen.
3. **Each employee who is laid off shall retain their seniority date for a period of twenty four (24) months.** Employees who are on an unpaid leave of absence shall retain their seniority date for a period of twelve (12) months **(See Article XII, C, 3.)**.
4. Each new employee hired by the Board shall serve a ninety (90) calendar day probationary period during which time he/she shall have no unit seniority or classification seniority. Upon successful completion of the probationary period by the new employee, such employee shall receive unit seniority and classification seniority from the date of his/her hire in the bargaining unit. In the event that more than one employee has the same seniority date, there shall be a meeting to establish a tie-breaker. The tie-breaker meeting will be administered by the Association utilizing a "luck-of-the-draw" process. Following the tie-breaker meeting, the Association will provide written notice of rank order of seniority to the Business Manager for all affected employees. The lack of seniority for probationary employees shall be interpreted to mean that the Board may discipline and/or discharge such employees and the employee and/or the Association shall have no recourse to the grievance procedure.

C. LOSS OF UNIT SENIORITY AND CLASSIFICATION

Unit seniority and classification seniority shall be lost if any of the following apply:

1. The employee retires, quits or is discharged.

2. The employee is absent three (3) consecutive work days without properly notifying the Board. If the Board is notified of extenuating circumstances which are beyond the control of the employee, the Board may waive this condition.
3. The employee does not return from a leave of absence within three (3) working days after the leave expires.
4. The employee does not return from layoff status within ten (10) working days from date of recall, except as provided in Article XV G.
5. The employee is transferred to a Board position outside this unit (see Article I, A), **excluding layoff by reduction of hours. Employees laid off by reduction of hours shall retain seniority in the bargaining unit for recall purposes only.** In the event the employee returns to this unit, his/her former unit seniority and classification seniority in this unit shall be reinstated.
6. An employee laid off for two (2) years, will be considered terminated and all contractual rights, etc. will end on the anniversary date of the layoff.

D. SENIORITY LIST

The Board shall maintain a list indicating unit seniority and classification seniority of the position in which the employee is currently employed and which shall be available to the Association upon written request. This list shall be posted on or before orientation day of each year. The Association shall be responsible for the initial seniority lists and compiling, and obtaining agreement from bargaining unit members to all official seniority lists. The initial seniority list, once presented to the Board by the Association, cannot be changed and is not grievable. All employees employed prior to July 1, 1977 will be credited with full-time unit and classification seniority.

E. LAYOFF

1. Procedure - The word "layoff" means a reduction in the number of employees employed in a bargaining unit position(s) represented by the Association. **A layoff can result from an employee's loss of a bargaining unit position, or the employee's loss of regularly scheduled hours resulting in the employee working fifteen (15) hours or less per week for thirty (30) working days.** If a layoff occurs for any reason, the following procedure will be used.
 - a. The Superintendent or designee will meet with the Association President or designee and discuss the reduction.
 - b. The Superintendent or designee will attempt to reduce staff through attrition or voluntary layoff.
 - c. If reduction is still necessary, probationary employee(s) employed in those classifications where layoffs shall occur shall be the first to be laid off. Employee(s) who are not on probation, in positions affected by layoff shall be laid off according to the inverse order of their seniority in that classification, provided that a higher seniored person is available and has the necessary qualifications to perform the job responsibilities of the person being laid off in that classification. Layoff notice shall be given at least thirty (30) working days prior to the effective date of the layoff. In the event of an employee work stoppage, the thirty (30) day prior notice requirement is waived.

2. **Bumping Rights** - An employee whose position has been eliminated may, within 10 working days, exercise his/her right to bump any less senior employee in that classification provided they have the necessary qualifications to assume that position. The employee will have the right to bump the least senior employee in the same classification working the same or closest number of hours as the employee whose job was eliminated.

F. REDUCTION OF HOURS

1. **Bumping** - At the beginning of the school year, not later than the fourth Friday following Labor Day or following Monday, paraprofessionals and/or food service employees who have suffered a reduction in hours from the average hours they worked per week in the previous work year, will have the right to bump the least senior employee in the same classification working the same or closest number of hours as the reduced employee. The bumping employee must possess the necessary qualifications for the position into which the bump will occur. (See Article XIV F. for additional bumping rights)
2. **Additional Hours** - An employee who has lost hours shall have the right, based on seniority and necessary qualifications, to recover those hours as additional work becomes available provided there is no conflict in scheduling. Such recovery of hours shall only be within classification and building.

The intent of this provision is to restore hours as closely as possible to the employees' previously regularly scheduled hours during the school year. If an employee is unable to recoup hours under this provision during the school year, the employee would have rights in the subsequent school year to recoup hours under Article XV, F,2. Bumping. Such recovery of hours may not result in overtime.

G. RECALL

1. A recall can result from the employee being recalled to a vacancy that is more than fifteen (15) hours. A recall can also result by adding regularly scheduled hours that result in working more than fifteen (15) hours per week for a period exceeding two (2) full pay periods. The employee shall endeavor to notify the business office whenever their regularly scheduled hours have been increased or decreased.
2. The Board shall not be required to recall any probationary employee(s). When the work force is increased following a layoff, employees (not on probation) shall be recalled in the inverse order of layoff within a given classification. An employee recalled to a position with fewer hours and/or lower pay, shall have the right to reject that position and remain on the recall list for future positions, not to exceed the period of recall provided under Article XV, C, 6. It is understood by all concerned that such rejection may cause loss of MESC unemployment benefits. Notice of recall shall be given by mailing, by certified mail, to the employee's address which is on file with the Board at the time of recall.

H. TERMINATION

Each employee not returning to employment with the Board within ten (10) working days after the recall, is considered to be a voluntary termination, by the employee, of employment with the Board.

I. ANNEXATION, CONSOLIDATION

It is understood and agreed that should the Association survive any consolidation or annexation as the collective bargaining representative of the combined bargaining units of Kenowa Hills and any other school district, the Kenowa Hills District shall and will meet its collective bargaining obligations with respect to the Association and the resulting bargaining unit, provided, however, that this shall not require the District to bargain prior to any consolidation or annexation nor shall it require the District to apply the terms of this contract to the resulting bargaining unit.

ARTICLE XVI VACANCIES, TRANSFERS AND PROMOTIONS

A. POSTING VACANCIES AND POSTING INFORMATION

A vacancy shall be defined as any **unit** position (defined in Article I, A,1.), either newly created or a present position, that is not filled. All vacancies shall be posted in a conspicuous place in each building of the district for a period of five (5) working days. Said posting shall contain the following information:

- a. Classification
- b. Hours to be worked
- c. Location of work
- d. Starting date
- e. Qualifications

B. APPLICATION PROCEDURE

Interested employees may apply in writing to the Business Manager or designee, within the five (5) day posting period.

C. FILLING VACANCIES

Vacancies will be filled with the most qualified applicant from within the affected classification. The **Administration** shall determine the qualifications for the position based upon the job to be performed. The **Administration** shall invite the **union** to have a representative present during the selection process to participate in an advising role. Copies of all district postings shall be sent to the KHSSA president. If the qualifications of two (2) or more applicants are equal, seniority will determine the appointee to the posted position. Should no qualified employee from the affected classification apply, the vacancy shall then be filled with the most senior qualified applicant from the other classifications. Within ten (10) work days after the expiration of the posting period, the Business Manager or designee shall make known its decision as to which applicant has been selected to fill a posted position or state that the position is not to be filled. If there are no qualified applicants from the bargaining unit the Administration reserves the right to hire a person from outside the bargaining unit. The Administration may fill a vacancy on a temporary basis for no more than forty-five (45) working days following the creation of the vacancy.

D. PROBATIONARY PERIOD

In the event of transfer within classification or **transfer** from one classification to another, the employee shall be given thirty (30) work days probationary period in which to show his/her ability to perform on the new job. The Board shall give the employee (**DELETION**)transferred reasonable assistance to enable the employee to perform up to the District's standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, then the employee shall be returned to his/her previous assignment.

E. **INVOLUNTARY TRANSFER**

Employees shall not be placed on a lower step on the salary schedule due to an involuntary transfer. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases the Administration reserves the right of final determination as to building assignment and work shift (See Article II E, 2.), but will give a written notice of reason for permanent change upon request of the employee.

F. **Paraprofessional Assignments**

All Paraprofessionals will be notified of their assigned positions at a single meeting to be held on orientation day. Assignments will be based on qualifications, seniority and the average number of hours worked per week the previous year. The Business Manager or designee will make the assignments with input from the Association and building administrators. These assignments will be based on vacancies and jobs known to exist on orientation day. The Business Manager or designee, the Association President and the affected employees will meet on orientation day to discuss the assignments. Notice of this meeting will be sent to all bargaining unit paraprofessionals at least seven (7) days prior to the meeting. Employees interested in changing their hours or assignment (Examples could be working at a different building, working in a different room or working more hours) should notify the Business Manager at least five (5) days prior to the meeting.

Due to the nature of the paraprofessional jobs at the secondary grade levels, Article XVI A,B,C, & E will be waived from the opening day of school until the fourth Friday meeting described in the next paragraph. Once secondary assignments are made on orientation day, transfers will not be made solely for the purpose of maintaining hours until the fourth Friday after Labor day or the Monday following. However, transfers may be made for educational reasons. Any elementary vacancies and hours will be posted.

On the fourth Friday following Labor day or the following Monday, paraprofessionals whose positions have been eliminated, who have suffered a reduction in hours, who are on layoff or whose seniority may cause them to be bumped will be invited to a general meeting. The Business Manager or designee will send a notice of this meeting at least seven (7) days prior to the meeting. The Business Manager or designee and the Association President will meet with the affected employees. At this meeting, employees may bump a less senior employee to recover a bargaining unit position, to recover hours, or to move to a more secure assignment. Bargaining unit vacancies will be filled using qualifications and seniority. The bumping described in this paragraph is in addition to the bumping rights listed under Article XV F. 1. and Article XV E. 2.

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