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AGREEMENT BETWEEN THE

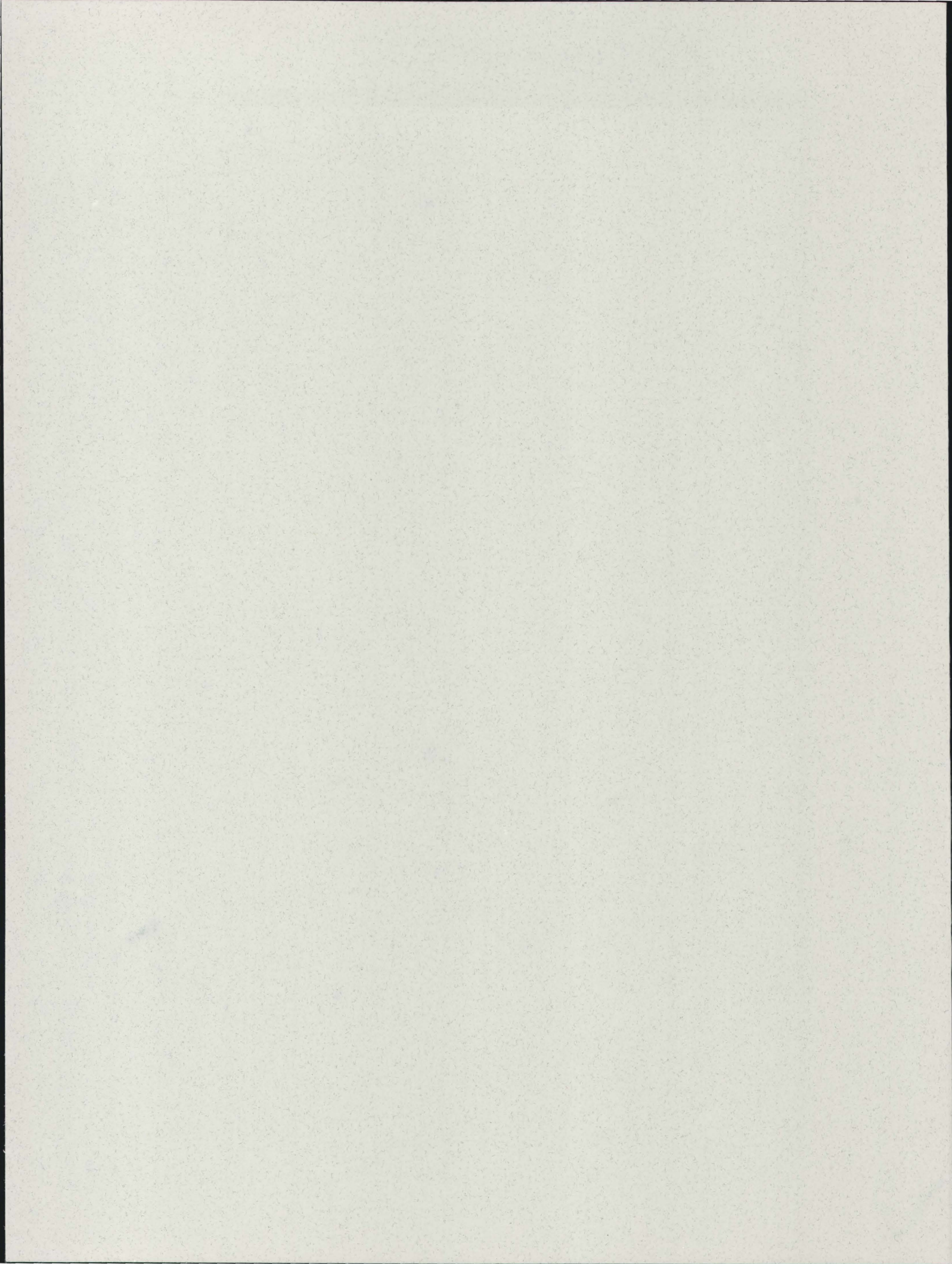
**BOARD OF EDUCATION
of THE
KENTWOOD PUBLIC SCHOOLS**

AND THE

**KENTWOOD EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION/KCEA/MEA/NEA**

Kentwood Public Schools

July 1, 1994 - June 30, 1997



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KENTWOOD PUBLIC SCHOOLS
5820 Eastern Avenue, S.E.
Kentwood, Michigan 49508

KENTWOOD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION AGREEMENT

This Agreement is made and entered into this first day of July, 1994, by and between the Kentwood Board of Education (hereinafter called the "Board") and the Kentwood Educational Support Personnel Association/KCEA/MEA/NEA (hereinafter called the "Association"), represented by the Kent County Education Association as the bargaining agent for K.E.S.P.A.

PREAMBLE

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

It is recognized by both parties that they have a mutual interest and obligation to maintain friendly cooperation between the Board and the Association. Both parties recognize and will encourage efficiency, economy, and productivity in respective assignments and execution of duties.

Throughout the contract the term "employee" is synonymous with "bargaining unit member."

ARTICLE 1

EMPLOYEE AND ASSOCIATION RIGHTS

A. Recognition of Bargaining Unit

The Board recognizes the Association as the sole and exclusive bargaining representative for all of the Board's non-supervisory employees (hereinafter called "employee") in the departments and positions as described below as "Included in the Unit."

Included in the Unit

The Association shall include:
ALL FULL-TIME AND PART-TIME FOOD SERVICE EMPLOYEES, BUS DRIVERS, ALL CLASSIFICATIONS OF PARAPROFESSIONALS INCLUDING ADULT/ALTERNATIVE EDUCATION AND CHAPTER I TUTORS, CUSTODIAL, MAINTENANCE AND MECHANIC PERSONNEL, INCLUDING SHUTTLE/WAREHOUSE.

Excluded from the Unit

Excluded from the bargaining unit are:

1. Substitute personnel
2. Office and clerical employees
3. Administrative personnel
4. Teachers
5. School laundry employees
6. Auditorium technician
7. Southkent Community Education employees
8. Students and other temporary or seasonal employees performing work in any classification
9. All other employees of the Board.

The Board agrees not to negotiate with any other organization other than the Association with respect to the positions "Included in the Unit."

In the event a new position is created during the term of this agreement, the Board agrees to meet upon request of the Association to discuss the inclusion of the position within the unit. If the parties mutually agree to include the position, any necessary adjustments in the provisions of the agreement or new provisions will be subject to negotiations. If the parties do not mutually agree that the position should be included, the issue may be referred to the procedures provided under the Public Employment Relations Act.

The Board will provide the Association with notice regarding new positions which fall within category 9 of those employees defined as excluded above and any new non-teaching and non-instructional positions within category 7. In addition the Board will provide the association president with a copy of the monthly employment report.

The Board and the Association agree to abide by Act 379 of the Public Acts of Michigan for 1965 and all amendments thereto and to all the applicable laws and statutes pertaining to employees' rights and responsibilities. The Board further agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of their rights granted to them under the laws above stated.

B. Resolution of Disputes

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, provided that an Association representative has been given an opportunity to be present.

The grievance chair or the K.C.E.A. staff person will be notified of the meeting place, date and time. Absent such notice, the Association reserves the right to reject the settlement.

C. Use of Board Facilities

The Association and its members shall have the right to use the school building facilities before or after regular class hours and during lunch time. Such use of the building for Association meetings must be arranged for with the building principal in advance. The Administration retains the right of room assignment. Bulletin boards shall be made available to the Association for posting or placement of materials relating to official business of the Association. These materials must be signed by a designated Association official. (A copy of items to be posted will be shown to and initialed by the building Administrator or department Supervisor prior to posting.)

The Association and its members shall have the right to use the District inter-office shuttle mail service for official Association business. This approval is for delivering envelopes only (no packages) between Kentwood School buildings. This accommodation will be available only on days that the shuttle is scheduled by the Administration.

D. Information

The Board agrees to furnish to the Association upon request to the Superintendent of Schools, copies of those school documents it is required by law to make available to the public under the provisions of the Freedom of Information Act.

The Board agrees to furnish the Association, in response to reasonable requests, specific information needed for negotiations or for grievance resolution. This information will be in the form such information is maintained by the Board.

E. Right to Representation

An employee shall be entitled to have present a representative of the Association during any meeting which leads or may lead to disciplinary action. When a request for such representation is made, the Administration shall take no action with respect to the employee until such representative is present. The employee will select an Association representative from the list made available by the Association at the beginning of each school year. If the representative selected is not available, the employee will make another selection from the list. If none of the Association representatives are available, the employee will

have up to 24 hours to arrange for a representative. It is understood that a member can select from their choice of classification representatives listed, the K.C.E.A. staff person, or the KESPA Unit President.

It is agreed that an Association representative will respond if requested while they are on school district time.

The list of available Association representatives will include staff from each work shift and include staff from each classification when feasible.

The Association agrees that the Board shall also have the right to request the presence of an Association representative at any meeting with an employee when it appears disciplinary action is likely. An Association representative can be any member from the K.E.S.P.A. representative list, an attorney or the staff person from the Kent County Education Association.

F. Discipline

No employee who has successfully completed the probationary period shall be disciplined without just cause. Discipline includes warnings, reprimands, suspensions, reductions in rank or pay and discharge. Any such discipline, which is to be made a permanent part of the employee's personnel file, shall be subject to the grievance procedure herein set forth. Upon request, the specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing if the disciplinary action is documented in the employee's file.

The Board agrees with the concept of progressive discipline, except in cases where there has been violations of the law or extreme violations of the rules and policies of the District; and will endeavor to follow the normal progression of verbal warnings, written reprimands, suspensions with or without pay, and finally, dismissal, if necessary.

G. Personnel Files

The official personnel files are kept in the Human Resources Office at the Administration Building. Each employee shall have the right upon request to the Assistant Superintendent for Human Resources, to review the contents of his/her personnel file excluding initial references. An Association representative may be in attendance. Reprimands may be removed from the employee's file at the request of the employee after two (2) years if there has been no reoccurrence of the problem and the Assistant Superintendent for Human Resources determines it appropriate to have the reprimand removed. If a reprimand is found to be unjust, it will be removed immediately. A bargaining unit member may submit a written explanation or rebuttal regarding any evaluation or derogatory material which shall be attached to

the file copy of the material in question. All material placed in personnel files shall be signed by the bargaining unit member, excluding routine and business materials. The employee's signature indicates that they have reviewed the material, however, this in no way indicates agreement with the contents. The employee will be given a copy of anything he/she is asked to sign.

H. Association Leave/Activities

No employee will engage in Association activities during working hours unless permitted within this Agreement or by permission of the Superintendent or designee. Unless this permission has been granted, any employee who is absent from assigned duties for the purpose of Association business shall have a prorated deduction of the hourly wage for each hour or part thereof of the employee's absence and shall be subject to disciplinary action.

1. Association leave - employee paid

There will be authorized up to eighty (80) hours per contract year for Association business leave. Employees approved for this leave will be paid their regular hourly rate and the Association will be invoiced at the rate of \$6.00 per hour for each hour the employee was absent. The Association will be invoiced whether or not a substitute is hired.

2. Association leave - employee not paid

There will be authorized up to a maximum of twenty-four (24) hours per contract year for unpaid Association leave. Employees approved for this leave will not be paid by the Board, however, their Board paid fringe benefits will continue.

A written request for Association leave shall be completed at least five (5) work days in advance. In an emergency, the notice requirement may be waived by the Superintendent or designee. A "Change-of-Status" form will be completed and will include the date, time, etc. the employee is requesting off and whether this request is for the "paid" or "unpaid" Association leave. Additionally, the Association President will sign the form indicating that the request is an authorized use of the limited Association leave. All requests are to be submitted for approval to the Assistant Superintendent for Human Resources and must include the signature of the immediate supervisor.

The following conditions are applicable to Association leave requests:

1. An Association representative present for the purposes of conducting Association business will first report to the Principal's/Director's office to make their presence known.
2. Association leave shall not be used immediately before or after holiday and vacation periods except with the approval of the immediate supervisor.
3. Association leave is contingent upon obtaining a substitute, if one is needed as determined by the Administration.

I. Change-of-Status

All change-of-status forms will be completed and returned to the person requesting/filling out form in seven days. The decision of the immediate supervisor will be communicated in writing to the employee within two (2) days. Days are calculated as days the Administration Office is open for business.

ARTICLE 2

MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

A. Agency Shop

All employees as a condition of employment shall within thirty (30) days of the first day worked pay the Association a representation fee.

The payroll deduction of dues and service fees shall be considered required under the terms of this agreement. The Board shall, pursuant to MCLA 408.477; MSA 17.277(7), deduct the representation fees and dues and remit them to the local Association. The payroll deduction of dues or representation fees shall be in 18 equal installments beginning in October unless the Association sets forth a different schedule.

1. Designated deduction dates shall be the first and second pay period of each month. (Note: when there are three pay periods in a calendar month, dues deductions are not withheld from the third payroll check.) The Board will deduct dues only when the employee has earnings sufficient to cover the amount of such dues or fees.
2. The Board shall make semi-monthly payroll deductions (eighteen equal deductions October-June) of Association dues for all employees.
3. Dues deductions shall be for one-half of the full amount for each current month. Any claims for refunds shall be paid by the Association.
4. An employee shall cease to be subject to any payroll deductions for the entire month upon leaving the bargaining unit or commencing a leave without pay.

B. Save Harmless Clause

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 a result of said suit or action, subject, however, to the following conditions:

1. The damages have not resulted from negligence, misfeasance, or malfeasance of the Board or its agents.
2. 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 the selection or

the damages which may be assessed against the Board by a court or tribunal.

3. The Association has the right to choose the legal counsel to represent the Association and the Board in defense of any suit or action.
4. The Association has the right to compromise or settle any claim made against the Board under this section.

ARTICLE 3

BOARD RIGHTS

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

1. To the executive management and administrative control of the school system and its employees, properties, and facilities.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications, the conditions of their continued employment, their dismissal or demotion, and to promote and transfer all such employees.
3. To discipline an employee or group of employees for willful violation of this Agreement.
4. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 4

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall be defined as a complaint of an alleged violation, misinterpretation, or misapplication of provisions of the Master Agreement, Board Policy or Administrative and Building Regulations as described in Section "C" below.
2. An "aggrieved employee" is the employee (or employees) who is (are) directly affected and, therefore, will make the claim. The Association is the aggrieved when Association rights have been allegedly violated. Also, when one or more employees are or may be affected, the Association may file a grievance on their behalf. Association grievances may commence, in writing, at Step Three (3).

B. Purposes

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 this 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. Types of Grievances

Class I - Master Agreement -- Any employee(s) or the Association believing that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement may process the complaint of the alleged violation through Steps 1, 2, 3 and 5 (Step 5 requires Association approval).

Class II - Board Policy -- Any employee, group of employees or the Association believing that there has been a violation, misinterpretation, or misapplication of any provision of a Board Policy applicable to employees may process the complaint of the alleged violation through Step 4.

Class III - Administrative and Building Regulations -- Any employee, group of employees or the Association believing that there has been a violation, misinterpretation, or misapplication of any provision of Administrative and Building Regulations applicable to employees may process the complaint of the alleged violation through Step 3.

D. Grievance Steps

STEP 1 (Discussion)

- a. A bargaining unit member with a grievance shall discuss it with the immediate supervisor, individually or together with the Association representative, within ten (10) work days of said unjust treatment.

STEP 2 (Written - to Immediate Supervisor)

- a. A bargaining unit member having a complaint of unjust treatment shall file a Grievance Complaint form (see Appendix) at Step 2 with the immediate supervisor within ten (10) work days of the conference provided for in Step 1.
- b. The administrator with whom the written "Grievance Complaint" form has been filed shall respond within ten (10) work days. This response shall be in writing.
- c. The written grievance as contemplated by this paragraph shall:
 - (1) Be specific and contain a statement of the facts upon which the grievance is based.
 - (2) Refer to the specific articles and sections of the Master Agreement, Board Policy or Administrative and Building Regulations which have been allegedly misinterpreted or violated.
 - (3) State the relief requested.
 - (4) Be signed by the employee(s) involved and the grievance chairperson. Association grievances shall be signed by the KESPA President or his/her designee.

STEP 3 (Written - to Superintendent or Designee)

If the Step 2 response is not satisfactory, the Association may, not later than ten (10) work days after receiving the Step 2 response, transmit the grievance to the Step 3 level.

The Superintendent or designee will meet with the grievant and the Association representatives in an attempt to resolve the grievance. This meeting will take place within ten (10) work days of receipt of the Step 3 notice. The Superintendent/designee will make a disposition in writing within five (5) work days of the meeting.

STEP 4 (Board of Education)

If the aggrieved is not satisfied with the disposition of the grievance at Step 3, he/she shall within ten (10) work days of receipt of the Step 3 written response transmit the grievance form by letter to the Secretary of the Board. This would be addressed to the Secretary of the Board c/o the Administration Office.

At the time the grievance is advanced to Step 4, the grievance form will be signed by the grievant AND the Grievance Chairperson and the form will indicate which one of the following Board hearing processes is desired: a) Personnel Committee hearing, with the Committee to make a recommendation to the Board; or b) Board of Education hearing.

- a. Personnel Committee Hearing - The Board Personnel Committee will schedule a hearing within ten (10) work days of receipt of the Step 4 request for a hearing. The Personnel Committee will submit a recommendation regarding disposition of the grievance to the full Board at its next regular meeting. The Board will vote on the recommendation of the Personnel Committee, however, the Board will not receive testimony and will not hold a hearing before making a final decision.
- b. Board of Education Hearing - If this hearing option is selected, the Board of Education will review the grievance at its next regular meeting.

The Board Secretary will inform the Grievance Chairperson in writing within five (5) work days of the Board's disposition of the grievance, once the Board has completed the process described in a. or b. above.

STEP 5. (Arbitration)

- a. If a satisfactory disposition of the grievance is not made at Step 3, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association.
- b. Such appeal shall be taken within 20 work days from the date of receipt of the formal response from the Superintendent or his/her designee at Step 3.

E. Regulations for Grievance Steps

1. Any grievance not advanced to the next step by the Association within the time limit on that step shall be deemed abandoned.
 - a. Time limits imposed in Steps 2, 3, 4 and 5 may be extended only by the mutual written consent of the Board and Association.
 - b. Work days are defined as normal Central Office work days, excluding Christmas and spring vacation periods.
2. Copies of the grievance shall be sent to the Superintendent of Schools or his/her representative, the KESPA President or his/her designee, the aggrieved, the supervisor and the KCEA UniServ Director.
3. All complaints and replies shall be in written form.

F. Grievance Exclusions

The following issues shall be excluded from the grievance procedure:

1. The dismissal of a probationary employee.
2. The substance of an employee's evaluation.
3. Determination of an employee's qualifications.
4. Disputes involving insurance claims rejected by an insurance company.

G. Grievance Expenses

Any expenses incurred through the grievance procedure, including witnesses and legal fees, shall be borne by the party that incurred them.

H. Powers of the Arbitrator

1. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of the Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.
2. The arbitrator shall have no power or authority to add or subtract from, disregard, or modify any of the terms of this Agreement.

3. He/she shall have no power to rule on any claim or complaint not related to this Agreement for which there is another remedial procedure or forum established by law or by regulation having the force of law.

I. Arbitration Expenses

The fees and expenses of the arbitrator shall be paid by the losing party or as assigned by the arbitrator; however, each party shall be responsible for the expenses of any witnesses (including employees or administrators) it might call or any of its own participants.

ARTICLE 5

LEAVES WITH PAY CHARGEABLE TO SICK LEAVE

A. Paid Sick Leave

At the beginning of each year, each employee who has completed probation shall be granted sick leave days, i.e. a day equals number of hours normally scheduled to work, with pay equal to the number of hours normally scheduled to work. These paid sick leave days may be used as needed under the conditions stated below.

1. All custodial/maintenance/mechanics will be granted thirteen (13) days of sick leave on July 1;
2. Bus drivers who drive a full-year run, including the full summer run, and the Food Service Driver if applicable, will be granted twelve (12) sick leave days as of July 1. The Copy Machine Operator at EKHS will also receive twelve (12) sick leave days;
3. All other employees working the school year and not listed above will be granted eleven (11) sick leave days as of September 1 each year. If they report to work and work during the first week of their regular schedule, unless excused, this will apply.

Those employees who complete their probationary period after the beginning of the school year will have their sick leave prorated based on the number of scheduled work days remaining in the school year when compared to the number of days they would have qualified for if they had worked the entire work year within their classification as detailed above in #1, 2, or 3. In this situation, sick leave will be prorated from the employee's initial date of hire.

NOTE: In the event that an employee leaves the Board's employment for any reason, or is granted any unpaid leave of absence, the number of sick leave days as described above shall be prorated and reduced on the following basis: one (1) sick day per 20 work days, excluding paid vacation and paid holidays, rounded off to the nearest 1/2 day. If the proration indicates that the employee has "over utilized" sick leave, the employee will reimburse the Board by any of the following methods determined by the employee to be most practical, as long as this is taken care of prior to the issuance of the final check: a) payroll deduction; b) from accrued paid vacation; or c) invoice sent to the employee for payment.

All sick leave as described in this Article shall have unlimited accumulation.

A sick leave day is equivalent to the number of hours an employee is normally scheduled to work. (Excluded would be extra hours worked on occasion for "extra trips," banquets, facility use rentals, etc.) If an employee has a change in the number of hours normally scheduled (i.e., bus driver adds or drops a bid run) that employee's sick leave bank will be recalculated to reflect the new definition of his/her work day.

An employee will note on his/her time sheet "sick leave" when paid sick leave is to be used. The employee will be paid for the hours normally scheduled if sick leave time is available as of the date of absence.

Notification of absence under this provision will be as soon as practicable, but in no case less than one (1) hour prior to normal starting time for the day shift, or three (3) hours prior to the scheduled start of the second or third shift. Loss of one (1) day's pay may result if these time lines are not observed, except in case of an emergency as determined by the immediate supervisor.

It is understood that accumulated sick leave use is subject to the provisions described below:

1. For the personal illness of the employee (illness, injury, disability or pregnancy).
2. Employees shall make every attempt to schedule doctor and dentist appointments during nonworking hours. If an employee has a personal medical or dental appointment that is illness related or of an emergency nature, sick leave may be used.
3. Absence necessitated by exposure to contagious diseases of which the health of students or other employees would be impaired by their attendance.

B. Illness in Immediate Family

Absence without loss of pay shall be allowed for illness in immediate family (spouse, child, parent, grandparent, stepchild, stepparent or parent-in-law) if they live in the same household or are a person whose relationship to the employee warrants such attendance. Approval from the Assistant Superintendent for Human Resources is required.

A maximum of five (5) days per contract year will be allowed. Exceptions may be granted by the Assistant Superintendent for Human Resources. The employee will indicate "Family illness" on the time sheet for use of sick leave for this purpose.

C. Funeral Leave

Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance can be charged to sick leave. Approval of the Assistant Superintendent for Human Resources is required. (For death in immediate family see Article 6, A, 1).

D. Personal Leave

Each employee may use one (1) personal leave day (not accumulative) per year. Employees who have 50 sick days (200 hours for bus drivers) accumulated as of June 30 of the previous school year shall be allowed two (2) personal leave days (not accumulative). Personal leave days are subject to the following provisions;

1. Arrangements for said leave shall be made at least five (5) work days in advance with the immediate supervisor and the request shall be on the proper "Change of Status" form.
2. Matters of an emergency nature shall be allowable without the five (5)-work-day advance notice at the discretion of the immediate supervisor, however, the "Change Of Status" form must still be completed.
3. Personal leave days shall not be used immediately before or after school vacation periods except with the approval of the immediate supervisor.
4. A maximum of three (3) employees per unit (bus driver, food service, custodial/maintenance/mechanics, and paraprofessionals) may be allowed to use their personal leave for the same day. Approval shall be given to the first employee who applies for a personal leave day. Approval for additional requests is contingent upon obtaining a substitute. Approval of leaves for the same days will be based on date of request.
5. Personal leave is charged against the employee's sick leave. If sick leave is exhausted, the request will be considered under the "Unpaid Leaves" (Article 7) provisions.

E. Worker's Compensation

An employee who in the line of duty incurs an injury for which he/she qualifies for benefits under the Worker's Compensation Act shall be paid during the period of disability, provided that:

1. All injuries and/or disabilities which are claimed to be job related, no matter how slight, are to be reported immediately to the immediate supervisor. All potential claims against Worker's Compensation should be documented within twenty-four (24) hours of the occurrence or as soon as practical by completing the "Report of Injury to Employee" form.
2. Verification of disability and the relationship between the disability and employment may be required. Such verification shall be from medical personnel approved by or satisfactory to the Board.
3. The employee will be paid his/her normal daily wages for the time off necessary because of a confirmed job-related injury. This time off will NOT be charged to the employee's sick leave for the day of the injury or, if needed, the seven (7) work days following. In the event the seven (7) day waiting period provided by law changes, the seven (7) day waiting period will be adjusted accordingly. The need for such absence will be based on medical verification from the Board's doctor or a doctor approved by the Assistant Superintendent for Human Resources. If the doctor recommends that the employee work "with restrictions", the supervisor will consult with the employee and the supervisor will make the final determination if the employee will be allowed to work under the conditions stated by the doctor.
4. If the employee is absent from work for a period of time that would qualify the employee for "loss of income" benefits from Worker's Compensation, the wage benefits received by the employee for the first seven (7) days will be reimbursed to the Board.
5. Once "loss of income benefits" are available to the employee, the Board will pay the employee the difference between the amount received from Worker's Compensation and the amount of daily base wages normally paid to the employee. The amount paid by the Board will be charged on a prorated basis to the employee's available sick leave.

Said sick-leave benefit shall not be paid for a longer period than the period equivalent to the accumulated sick leave as heretofore determined in this Article.

The employee shall not lose earned sick-leave time for that percentage of time compensated under the Worker's Compensation insurance plan.

6. Once an accident claim has been filed with the Board, it will be the Board's responsibility to file the claim with the Worker's Compensation insurance carrier if the injury was job related. 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.

7. Board paid insurances will continue during a Worker's Compensation disability until earned sick leave is exhausted, plus 80 calendar days.
8. An employee absent because of a work-related injury will be reemployed in his/her former position if the return to work is authorized by medical personnel approved by the Board and the return is within eighteen (18) months of their initial absence. If the date of return exceeds the eighteen (18) month period, the employee will be reemployed to any vacant position for which they are qualified if they are medically recommended for return to work during the next twelve months. The Board will work cooperatively with the Worker's Compensation company and the employee regarding retraining for jobs in other classifications.

F. General Provisions Applicable to All Leaves (Paid and Unpaid)

1. The Board of Education reserves the right to require a doctor's report or other evidence of illness or disability.
2. The Human Resources Office shall certify the legitimacy of a claim for compensation for absence.
3. An employee shall apply for an unpaid leave of absence or submit a resignation upon being absent from work for 10 consecutive work days after exhausting all accumulated sick leave. Failure to request the unpaid leave will be considered a voluntary quit if proper written notification has been provided by the Human Resources Office. (Exception: Worker's Compensation as defined in F.8 above).
4. In the event that a bus driver is absent with pay for one half day, the driver will be paid for the scheduled morning or afternoon runs for which they were absent. Paid leave for bid runs will be deducted from earned sick leave.
5. A regular bus driver filling in for a driver on leave shall not be eligible for leave benefits for such runs.
6. Any employee who willfully violates or misuses this policy or misrepresents any statement or condition under this policy shall be subject to disciplinary action and may forfeit all accumulated sick days up to the maximum of ten (10) days.

7. If an approved leave does not exceed 120 work days, the employee shall be reemployed in their former position. If an approved leave (paid or unpaid) exceeds 120 work days, that position will be considered vacant and will be posted. In this situation, the employee will have a right to return to work to the first available vacant position within the same classification for which he/she is qualified, for up to one year beyond the 120 work day period if on an approved unpaid leave.
8. Unpaid leaves will not generally be approved if a "paid leave" is available that could appropriately be utilized for a requested absence.
9. All unpaid leaves are without fringe benefits and without sick leave accumulation whenever said leave exceeds 10 days. (Exception: Worker's Compensation as defined in F.7 above).
10. If a bargaining unit member takes an unpaid leave to assume an office or position in the KCEA/MEA/NEA, and if the unpaid leave does not exceed a period of one (1) year, he/she shall be reemployed in their former position. The following conditions will apply to this type of leave:
 - a. The leave request will state the dates that the leave will commence and end;
 - b. The leave will be without pay and without Board-paid insurances or other benefits. These insurances may be purchased by the employee on a monthly basis at the current group rates as allowed by the underwriter.
 - c. The employee will not receive credit on the salary schedule for the period of the leave. The employee will return at the same pay step as he/she was on at the time the leave commenced.
 - d. Seniority will be "frozen" for the period of the leave.
 - e. The position will not be considered a vacancy and will be filled by a non-bargaining unit employee who will not gain seniority or rights under the contract.
 - f. No more than one (1) bargaining unit member will be allowed this type of leave at a time.

ARTICLE 6

LEAVES WITH PAY (NOT CHARGEABLE TO SICK LEAVE)

- A. Leaves of absence with pay not chargeable against accumulated sick leave days shall be granted for the reasons listed below. A "Change of Status" form is to be completed and approved in advance of the leave.

1. Funeral Leave (Immediate Family)

Death in the immediate family (spouse, child, stepchild, parent, grandchildren, grandparents, stepparent, brother, sister, parent-in-law, brother-in-law or sister-in-law) not to exceed five (5) days, except in extenuating circumstances with approval of the Assistant Superintendent for Human Resources.

This leave is intended for travel to/from the location of the funeral, attendance and for making funeral arrangements for the service of the above described family members.

2. Jury Duty

When an employee is called for jury service he/she will be paid the normal daily amount less the per diem received for jury service.

The employee is required to report to their work assignment when their presence is not required at the court.

3. Court Subpoena

Court appearance as a witness in any case connected with the employee's employment at the school or whenever the employee is subpoenaed to attend any proceeding, except cases involving the employee's self-involvement in court proceedings, less per diem received for such proceedings.

4. Workshop/In-service

With the recommendation of the immediate supervisor and approval of the Assistant Superintendent for Human Resources, the employee may be allowed to attend in-service meetings/workshops that are designed to update skills that are related to unit work for that employee.

5. Military Reserve Duty

An employee will be allowed to participate in U. S. Military reserve training duty for up to two (2) weeks (ten (10) work days) per contract year. The Board shall pay the difference between the military pay and the salary.

6. University Study

With prior approval of the immediate supervisor and the Assistant Superintendent for Human Resources, an employee may be approved for short-term university study, not to exceed two (2) weeks, that is related to employee's assignment. An employee receiving a stipend shall be paid the difference between the stipend and salary.

B. Paid Holidays

1. Each employee shall be paid, but not required to work for the holidays listed below provided:

a. School is not scheduled for any portion of the day the holiday is celebrated. If school is scheduled, the Administration and the Association will mutually agree when the holiday will be rescheduled.

b. The employee has completed his/her probationary period.

c. Has worked the scheduled workday or is on an approved paid leave immediately preceding and immediately following the holiday. (Note: For school year employees, the workday before Labor Day is considered to be the day all staff are scheduled to report for the new school year.)

2. Holidays covered by this section are:

Paraprofessionals

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Day before Christmas
Christmas Day
Day before New Years Day
New Year's Day
Memorial Day

Food Service

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Day before Christmas
Christmas Day
Day before New Years Day
New Year's Day
Memorial Day

Bus Drivers

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Day before Christmas
Christmas Day
Day before New Years Day
New Year's Day
Memorial Day

Paraprofessionals and bus drivers whose regular schedule during the summer includes July 4, will be paid for the holiday subject to the provisions governing other paid holidays.

Custodial/Maintenance & Mechanics

July Fourth

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Day before Christmas

Christmas Day

Day before New Year's Day

New Year's Day

Memorial Day

Two (2) floating holiday*

*The floating holidays for custodial/maintenance/mechanics will be scheduled during summer vacation. It will be the same day for all employees in these classifications. The exact date will be as determined by the Director of Plant Services and the Association Vice President representing those classifications.

3. Eligible employees will be paid holiday pay at straight time hourly rates for the number of hours per day normally worked when the holiday occurs.
4. Should any holiday fall on a Saturday or a Sunday, the Monday following will be considered a paid holiday. There may be exceptions to this policy where the school calendar dictates.
5. When half-day holidays are agreed to, day shift employees will start their work schedules at the normal time and work one-half (1/2) their normal shift and night shift employees will work a four hour shift as determined by the supervisor.
6. Should an employee's scheduled vacation include one of the aforementioned holidays, an additional day of vacation shall be granted to compensate for the holiday.
7. Should an employee be ill on the scheduled workday before or after the holiday, he/she shall be paid for the holiday provided a statement from a medical doctor verifying illness is submitted to the Human Resources Office on the employee's return to work.
8. When calculating overtime, holidays are considered as hours worked for custodial/maintenance/mechanics only. Hours worked by custodial/maintenance/mechanics on holidays will be paid at the rate of time and one-half (1-1/2) plus holiday pay if they are eligible.

C. Paid Vacations (Custodians/ Maintenance/Mechanics only)

Full-time (8 hours per day) custodians/maintenance/mechanics are eligible to receive paid vacation as detailed below.

1. Each employee shall as of June 30 of each year be entitled to and receive vacation and vacation pay based upon his/her seniority with the Kentwood School System as of said June 30 as follows:
2. Vacations may be taken at any time during the year if approved by the administrator in advance, subject to the employer's school calendar and schedule of events in this paragraph.

<u>Seniority (as of June 30)</u>	<u>Length of Vacation</u>	<u>Vacation Pay</u>
More than 60 work days but less than 1 year	Pro rata portion of 5 work days	Pro rata portion of pay for five (5) work days, eight (8) hours per day, at employee's standard rate, or at the number of hours normally worked if less than eight (8) hours per day.
More than 1 year, but less than 7 years	10 work days	Pay for ten (10) work days, eight (8) hours per day, at employee's standard rate, or at the number of hours normally worked if less than eight (8) hours per day.
7 - 10 years	15 work days	Pay will be com- puted based on eight (8) hour day at the employee's standard rate, or at the number of hours normally worked if less than eight (8) hours per day.
11 years	16 work days	
12 years	17 work days	
13 years	18 work days	
14 years	19 work days	
15 years	20 work days	

3. If a bargaining unit member leaves the employ of the Board, it is understood that an employee who has earned vacation as provided above shall be entitled to vacation pay pro-rated regardless of the reason for leaving the employ of the Board.
4. The vacation pay due an employee who has died shall be paid as promptly as legally possible by the employer to the person whom the employer believes to be the employee's spouse and, if he/she has no spouse, to the person or persons whom the employer believes to be next-of-kin.
5. Vacation time shall be earned during an employee's probationary period of 60 work days but shall not be a claim for pro rata vacation pay, if the employee is terminated for any reason during his/her said probationary period.
6. Employees shall not be paid in lieu of taking vacation.
7. Extra days of vacation without pay are discouraged. If there are unusual circumstances the Assistant Superintendent for Human Resources will consider such a request, however, the Administration reserves the right to deny a request for unpaid leave except as provided for in Article 7.

D. Paid Vacations (School Year Employees)

1. These vacation days will be paid on the 2nd pay date in December.
2. Seniority counted as of the 1st day of the contract year.
3. The salary rate and the work hours calculated as of December 1 will be used for calculation.

Years of Service to KPS	94/95	95/96	96/97
0-5	0	0	0
6-9	0	1	2
10+	0	2	3

ARTICLE 7

UNPAID LEAVES

- A. Leaves of absence without pay and without credit on the salary schedule may be granted by the Human Resources Office for a period not to exceed one (1) year, for the following:
1. The conditions at home require the employee to remain at home, including child care (not to exceed three (3) such leaves).
 2. Personal illness or extended disability on advice of physician.
 3. The 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, with health benefits, in accordance with the Act for birth, adoption or foster care placement, or for a serious medical condition 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 granted in this Agreement. If an employee has need for such leave, he/she should contact the administrator in charge of personnel to determine eligibility and arrange the terms of the leave.
- B. Military - Leaves of absence without pay shall be granted to any employee who shall be inducted, or shall be called, or shall enlist in military duty in any branch of the Armed Forces of the United States.
1. Such leave shall terminate upon voluntary extension of the tour of duty.
 2. Employees on military leave shall be granted the benefit of any increment which would have been credited to them had they remained in active service of this school system.
 3. Sick-leave days accumulated from the date of enlistment or draft shall be held for said employee until his/her return or otherwise held in accordance with other provisions of this Agreement.
 4. The employee shall not be eligible for the above-stated leave until he has worked for a period of at least 90 working days.
- C. Peace Corps - Leaves of absence without pay shall be granted for up to two (2) years to any employee who joins the Peace Corps, or similar domestic program as a full-time participant in such programs. Such leaves shall be treated as time worked for purposes of the salary schedule.

- D. Campaign for Public Office - The Board may grant a leave of absence of either one (1) semester or one (1) year without pay and without credit on the salary schedule to any employee to campaign for, or serve in, a public office.

NOTE: All unpaid leaves are without Board-paid fringe benefits and without sick leave accumulation whenever such leave exceeds ten (10) work days. (See Article 5, G. "General Provisions," which describes added detail regarding unpaid leaves).

It is understood that the aforementioned ten (10) work days shall not apply for up to five (5) days of unpaid leave time approved by the Transportation Supervisor for 230 day Special Education Drivers during the summer.

ARTICLE 8

CONDITIONS OF EMPLOYMENT

A. Probationary Period

1. Beginning with their initial employment with Kentwood Public Schools or being rehired in their former classification after more than one (1) year under the provisions of this contract, a bargaining unit member shall be deemed to be in a probationary status. The probationary period shall be sixty (60) work days taken from and including the first day of employment. If at any time prior to the conclusion of the sixty (60) work day probationary period, the employee's work performance is of unacceptable quality, the employee, may, upon the recommendation of the immediate supervisor and the Assistant Superintendent for Human Resources, be subject to immediate dismissal. The employee's probationary period cannot be extended beyond the sixty (60) work day period.

Note: A bus driver's first day of probation is defined as the day he/she is assigned a regular (full-time) run. This will be documented on a "Change-of-Status" form.

2. Upon successful completion of the probationary period, the employee shall acquire all benefits and seniority and shall be placed on the proper seniority list with a seniority date which is the same as his/her initial date of hire.

B. Health

1. Each employee shall meet applicable state requirements concerning tuberculosis examinations. Failure to comply with this requirement will result in layoff without pay or other benefits until such requirements have been met. An employee who has failed to comply with the state requirements within ten (10) days from the date of layoff for failure to meet such requirements shall be considered a voluntary quit.
2. An employee absent because of an extended or serious illness, shall upon request of the Administration, present to the Personnel Office prior to a return to service, a statement from a licensed physician indicating that the employee's health is satisfactory to resume normal duties.

3. The Board reserves the right to send the employee to a Board appointed doctor if the Board pays the cost of such examination. It is understood that doctor as used in this Article refers to medical doctor, osteopath, psychiatrist or psychologist.

C. Work Week/Work Year/Work Hours

A work week for overtime computation purposes shall begin at 12:01 a.m. on Monday and end at 12:00 midnight on the following Sunday. The number of hours worked each week will vary with the job classification and building assignment. The normal work week for most employees will be Monday through Friday. The work schedule (hours and shift) will be determined by the Administration. All changes in work shifts will be discussed in advance with individual(s) involved and where possible, personal preferences for shift assignment will be taken into consideration. (Note: The official work week of Custodial/Maintenance employees who occupy full-time positions shall be 40 hours per week).

D. Work Shifts (Custodians/Maintenance/Mechanics)

The Administration shall have the right, based upon the school calendar, to set the starting time for each shift.

First Shift - The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m.

Second Shift - The second shift is any shift that regularly starts on or after 11:00 a.m. but before 8:00 p.m.

Third Shift - The third shift is any shift that regularly starts on or after 8:00 p.m. but before 4:00 a.m.

E. Notice of Absence

Failure to notify the supervisor at least one (1) hour prior to the scheduled start of the day shift or three (3) hours prior to the scheduled start of the second or third shift, when requesting a leave with pay, may result in the loss of pay for the leave requested, except in case of emergency, as determined by the immediate supervisor.

F. Lunch Periods and Rest Periods (Breaks)

Food Service, Paraprofessionals, Custodians, Maintenance and Mechanics

1. Lunch/Dinner Periods

Employees working four (4) or more consecutive hours per day may schedule an appropriate unpaid lunch period of thirty (30) to sixty (60) minutes with their supervisor. The final determination as to the length and time of the unpaid lunch periods will rest with the supervisor.

2. Rest Periods (Breaks)

Each employee working four (4) consecutive hours per day or more 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. Breaks are not to be accumulated and an employee may be interrupted during a break to perform necessary duties. If breaks are interrupted, they may be resumed at a more convenient time if the interruption was at the request of the Building Administration or his/her designee or the employee's immediate supervisor. An employee is not allowed to take breaks at the beginning or end of his/her regular work day.

G. Overtime

1. Time and one-half (1-1/2) of the employee's regular hourly rate of pay shall be paid for all hours worked in excess of forty (40) in any work week, PROVIDED, that overtime shall not be pyramided. All overtime must be approved in advance by the supervisor. Additionally, there is no guarantee to any bargaining unit member that overtime will be available. The Administration reserves the right to schedule work so as to avoid overtime.

Exception: Custodial/Maintenance and Mechanic employees will be paid overtime for hours worked in excess of eight (8) hours per day. This exception will have a "sunset" provision in that if there is abuse, this provision will be null and void at the end of this contract, at the discretion of the Administration.

2. When calculating "hours worked" for overtime pay purposes, paid leaves as described in Articles 5 and 6 (sick leave, personal leave, holidays, "snow days" and other leaves)

will not be considered "hours worked." EXCEPTION: Paid holidays for custodians/maintenance/mechanics are considered as "hours worked."

3. If an employee in a single work week works at two or more different types of work for which different time rates have been established, the regular rate for the work week is the weighted average of the rates. Weighted average means that earnings from all rates added together and divided by the number of hours worked at all jobs.
4. The Administration reserves the right to assign overtime starting with the highest seniority person in a building who has indicated an interest. Employees may be required to work the extra hours if no one qualified volunteers to work the overtime or if an emergency situation exists. The least senior qualified employee will be assigned the overtime if qualified volunteers are not available. Twenty-four hours notice must be given to the least senior employee.

H. Food Services - Banquets

1. Employees who complete their daily assignment, and are requested to perform banquet duty, will be paid a banquet rate of \$11.03 freeze per hour for three years. Once the employee has worked a total of eight (8) hours including daily assignment, they will be paid time and one-half their regular hourly rate.
2. Regularly scheduled food service employees who have stated an interest for participating in banquet services shall be given rotational preference.
3. The Food Service Director will have the final determination in scheduling unpaid lunch/dinner periods for banquet workers who will be working four (4) or more consecutive hours.

I. In-service Meetings

1. Instructional Paraprofessionals

When in-service training sessions are held during the school year, paraprofessionals will be required to attend unless excused by their principal. They will be paid at their regular hourly rate of pay for attendance. They should indicate "in-service" on their time sheet.

2. Transportation

All drivers will be required to attend all in-service meetings as called by the Director of Transportation and in-service meetings sponsored by the Michigan Department of Education unless excused in advance by the Director of Transportation. Drivers shall be paid at the extra trip rate of pay. In-service meetings are all meetings/activities that do not require the pick up or drop off of students.

Additionally, meetings involving the Director of Transportation AND a parent which a driver is required to attend will be considered an "in-service meeting" for pay purposes. The same will be the case if a driver is required to meet with the Director of Transportation AND a principal, or the driver and the Principal when approved by the Director of Transportation.

When a driver meets with his/her supervisor to discuss routes, mechanical problems, discipline, etc., they will not receive any added compensation as this is considered to be part of their job already compensated in the "Pre-trip/incidental pay" received daily by each driver.

3. Food Service

Kentwood Schools will provide in-service training sessions during the school year. When requested, food service personnel will be required to attend and will be paid at their regular hourly rate of pay.

J. Special Conditions of Employment

1. Food Service

- a. The Food Service Driver shall receive leave privileges, insurance and holidays equal to those provided other Kentwood Food Service employees.
- b. The Food Service Driver shall be required to have a valid chauffeurs license, paid for by the district.

2. Transportation

- a. Bus drivers will not be required to take out on the streets or highways any vehicle that is not in safe operating condition. It shall not be a violation of this Agreement when employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically

sound or properly equipped, and a work order has been filed with the Director of Transportation, shall be appropriately tagged so that it cannot be used by other drivers.

- b. For bus drivers to qualify as full-time drivers they shall be scheduled to drive both morning and afternoon (AM and PM) runs.
- c. The Board will pay for the test costs of securing a C.D.L + P endorsement to the driver's operators license and the difference between the regular drivers license and chauffeurs license.
- d. Bus drivers shall not use school buses for personal business.
- e. Buses shall be returned to the bus garage upon completion of an assigned run(s). Exceptions will be determined by the Director of Transportation. Drivers will be paid only for the time they actually drive the bus.
- f. Extra Trips

(1) (a) Only full-time drivers (with AM and PM runs assigned) will generally drive extra trips.

(b) One special education bus driver per day will be able to accept an extra trip provided no other special education driver is absent on a personal business day on the day the extra trip is scheduled.

(c) All extra trips including emergency trips will be posted at the at the transportation office. Copies of the original request will be distributed as follows:

transportation copy

posted copy

union copy

driver copy

teacher or sponsor copy

If any changes are made in the trip times, they will be made on the original bus request slip and copies will be redistributed as listed above. The bus request slips will contain a notation for the date the bus request was first sent, date posted and date assigned.

- (2) If any of the following situations exist, the trip assignment may be made in a manner determined by the Director of Transportation:
- a) Regular drivers on the extra trip list fail to respond to a forty-eight (48) hour bulletin board posting.
 - b) Should the driver be unable to take the trip he/she has accepted, the trip sheet shall be returned to the office and be re-posted or the emergency list shall be used. Extra trips shall not be traded.
 - c) Posting cannot be made (e.g., during the summer, rescheduled sports events, etc.) and an attempt has been made to contact five (5) regular drivers on the extra trip list.
 - d) A regular driver who has previously accepted a trip is no longer available due to the provisions of Article 5 or 6 of this contract.
 - e) An extra trip is scheduled for less than four (4) hours and conflicts with the regular scheduled runs.
 - f) The only available driver is on probationary status.
- (3) All extra trips will be channeled through the Director of Transportation. Extra trips will be assigned on a rotating seniority basis by driver choice.
- (4) After receiving an extra trip which makes a driver eligible for overtime, he/she will be ineligible for another extra trip for that week.
- (5) Emergency trips will be given out on a rotating basis.
- (6) Extra Trip Cancellation

Any driver reporting for an assigned extra trip that has been canceled, and no attempt has been made to notify the driver, shall be paid an amount equal to 50% of the minimum for such trip or 50% for the normally scheduled time of

that trip, whichever is greater, except if the canceled trip makes the driver available to do his/her regular run, he/she shall be required to do that run.

(7) Work Requirements

Any driver who has been assigned an extra trip must work the normal schedule on the work day of said trip or the full work day before a Saturday trip.

g. Driver Substitution for Bid Runs

When a driver is unable to take their regular bid run a replacement for such run shall be filled by a regular driver who has signed up for subbing on such runs on a rotating seniority basis. (Exception: unable to contact the drivers on the list.) If a bid run will be open for a period of more than one (1) week, the bid sheets will be used, and the run will be given to the driver who does not have a bid run, by seniority. Overtime will be controlled on bid runs.

h. Miscellaneous

1. The fourth session skill center run will have a minimum of two (2) hours pay.
2. Route sheets shall be prepared by the office or the driver at the option of the Director of Transportation. When prepared by the driver, he/she will receive regular rate of pay.

3. Mechanics

- a. All mechanics shall be certified as mechanics by the State of Michigan. Mechanics shall be certified for heavy duty trucks (over 10,000 GVW) in the areas of: 1) engine repair, gasoline; 2) drive trains; 3) brakes and braking systems; 4) suspension and steering systems; 5) electrical systems; 6) diesel. The lead mechanic shall be qualified as a master mechanic for heavy duty trucks. The Board shall pay all costs of annual certification for mechanics.
- b. The work year for mechanics shall be fifty-two (52) weeks.
- c. Tool allowance - see Article 12, C.

K. Medically Fragile Student Assignments

1. Prior to any bargaining unit member performing health care related services to students required by an IEPC, written authorization signed by a licensed physician and the student's parent(s)/guardian(s) shall be received by the District and available to the bargaining unit member. Such authorization should include specific health care related procedures that are to be performed, the underlying condition calling for such services and the specific conditions under which the services are to be provided.
2. Any bargaining unit member who has a medically fragile student assigned to him/her will be trained in conjunction with the child's parent to handle the student's special health care needs.
3. Any bargaining unit member working with any school student is covered as an agent for the school under the Board's liability policy in the amount of \$3,000,000. The insurance shall specifically cover personal liability for the employee(s) providing such services. The Association will be provided a copy of the policy and any applicable riders annually upon request.
4. The employee shall not be required to provide any supplies or equipment necessary for the services to medically fragile students.
5. If the preceding steps are not followed, the bargaining unit member has the right to refuse to perform the health care procedures requested. The employee shall promptly notify, in person, a responsible administrator if he/she cannot perform the required procedures. Such notice should be as far in advance as possible.
6. Attendance by a bargaining unit member at an IEPC shall be determined by the Director of Special Education.

ARTICLE 9

SENIORITY, LAYOFF AND RECALL

A. Seniority

1. Seniority is defined to be length of continuous service as a bargaining unit member within a specified unit (bus driver, food service, custodial/maintenance/mechanics, paraprofessionals.) Accumulation of seniority shall begin from the bargaining unit member's initial date of employment in a bargaining unit classification.

2. Use

Seniority may be used as specifically set forth in the Agreement. If a bargaining unit member transfers from one classification to another classification, the seniority in the former classification will be "frozen" in that classification within the bargaining unit, and, the bargaining unit member will begin earning seniority in the new classification as of the date he/she starts working in the new classification.

Seniority within a given classification does not necessarily qualify a bargaining unit member for all possible job responsibilities within that classification, (i.e., the qualifications for maintenance positions are different from custodian positions. A food service utility worker will not necessarily qualify to be a cook manager, etc.) When ties in seniority dates occur, a drawing will be held to determine seniority order for that date. The KESPA President and the Assistant Superintendent for Human Resources or their designee will determine the dates of the drawings and notify the affected members of the date(s) of the drawings. In the case that a member is unavailable for the drawing, the KESPA President shall draw a number on behalf of the absent member. All members involved in the tie-breaker process will be notified of the resulting new order.

The qualifications criteria to be used by the Administration will be those items listed in "Notice of Vacancy" postings, Job Descriptions and other predetermined qualifications as published and determined by the Administration.

3. Seniority Lists

The Board shall maintain lists indicating classification seniority. There shall be four (4) separate

classifications" 1) Bus Driver, 2) Food Service, 3) Paraprofessional, and 4) Custodial/Maintenance/Mechanics. These lists will be available to the Association upon request to the Personnel Office. These lists will be updated semiannually and provided to the Association President.

4. Loss of Seniority

Seniority shall be lost if any of the following apply:

- a. The bargaining unit member retires, quits, or is justly discharged.
- b. The bargaining unit member is absent five (5) consecutive work days without notifying the Board. If the Board is notified of extenuating circumstances which are beyond the control of the bargaining unit member, the Board may waive this condition.
- c. The bargaining unit member does not return from a leave of absence within ten (10) working days after the leave expires and does not contact the District.
- d. The bargaining unit member does not return from layoff status within ten (10) working days from date of recall. Notice of recall will be by certified mail, return receipt.

B. Reduction in Staff/Hours

1. It is at the sole discretion of the Board to make reductions when necessary. If the Board determines that a reduction in staff is necessary within a classification, the Board may:
 - a. Reduce probationary bargaining unit members
 - b. Reduce hours/lay off the lowest seniority person within a classification
2. When bargaining unit members are laid off, they shall be laid off by classification in the following order; provided that there are qualified bargaining unit members remaining to perform the necessary work:
 - a. Volunteers
 - b. Probationary employees

c. Lowest seniority bargaining unit members

Note: b. and c. to be laid off each in inverse order of seniority

C. Notice of Layoff/Hours Reduction

Thirty (30) calendar days notice of layoff and fourteen (14) days notice of reduction in hours shall be given. There will be no reduction in the number of hours a bargaining unit member is normally scheduled to work unless the criteria in Section B. "Reduction of Work" is followed. It is understood that bus runs will fluctuate slightly.

Additionally, hours can be reduced for bus drivers, food service bargaining unit members and paraprofessionals on days when the school calendar has students in school for less than a full day or not at all.

D. Bumping

"Bumping" will not be allowed within a classification or from one classification to another. Exception: In the case of layoff/reduction in hours (Article 9,B.) where a person has the qualifications and seniority and would be laid off or reduced in hours if he/she didn't bump.

E. Job Placement of Laid Off Bargaining Unit Members

1. A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list of his/her classification according to his/her seniority. Laid off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer in advance, monthly.
2. A laid off bargaining unit member may apply for any posted positions within another bargaining unit classification covered by this contract, provided that a laid off bargaining unit member has the present skill and ability to perform the necessary work. The bargaining unit member would be given serious consideration for the posted vacancy if he/she meets the qualifications. If the bargaining unit member is hired under these circumstances, the hourly rate of the

bargaining unit member will be adjusted to a step level of the new classification at the discretion of the Assistant Superintendent of Human Resources

3. No custodian or maintenance person's regular weekly work schedule shall be permanently increased to exceed forty (40) hours per week while another bargaining unit member in that classification is laid off.

F. Recall of Personnel

1. Seniority bargaining unit members shall be recalled in inverse order of layoff for positions for which they are qualified within their classification.
2. The recall list shall be maintained by the Board for a period of two (2) years. Thereafter, a bargaining unit member shall lose the right to recall.
3. Bargaining unit members recalled to work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to work for which he/she is qualified and which is substantially comparable to previous position, shall forfeit his/her seniority rights and right to recall.
4. It is the responsibility of the bargaining unit member to maintain his/her correct address and phone number with the Personnel Office.
5. If the bargaining unit member is notified of recall, he/she shall personally advise the Assistant Superintendent of Personnel of intent to return within ten (10) work days or forfeit recall rights.

G. Class Size Professionals

1. Work assignments of class size paraprofessionals may fluctuate every (9) nine weeks, due to enrollment fluctuation.
2. Seniority in the class size sub classification will be counted for purposes of placement and/or advancement on the wage scale, longevity steps and other benefits.
3. When a class size paraprofessional accepts regularly scheduled work in a non-class size paraprofessional sub classification (general or instructional) the seniority date will be established as of the first day of work.

4. Recall - Class size paraprofessionals with no seniority in other classifications or sub classifications will have recall rights only in the class size sub classification by seniority. However, when new hires are sought in instructional or general paraprofessional sub classifications, class size paraprofessionals will be granted preference in hiring by seniority, when no general or instructional paraprofessionals remain on the layoff list.

ARTICLE 10

JOB POSTING, VACANCIES, PROMOTIONS AND TRANSFERS

A. Posting

1. Notice of vacancies for existing or new jobs shall be sent to the Association president and vice presidents and posted in each building for seven (7) work days before being permanently filled. Some job postings will include qualifications. Also, the job description and/or Administrative Work Rules detailing qualifications will apply. Job postings for drivers will include the run number. Interested bargaining unit members will apply for a posted position by completing a "Change of Status" form available from their supervisor. During the summer, postings will also be mailed by U.S. mail to the Vice President of each classification.

Job postings detailing KESPA bargaining unit vacancies will be signed by the appropriate Building Representative. The Association will provide an up-to-date list identifying the Building Representative(s) with assigned responsibilities in each building(s) within the district to the building administrator(s) and the Human Resources Office.

2. Within ten (10) working days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing within ten (10) days after the position has been filled.

B. Vacancies

1. Vacancies may be filled on a temporary basis.
2. Bargaining unit members (excluding those drivers applying for a bus driving vacancy outside of special education) will be permitted a satisfactory try-out period on the new position awarded them (thirty (30) working day limit) if the position is in a new classification or new position within a classification for that bargaining unit member.
3. If a vacancy is to be filled as determined by the Board, an attempt will be made to do so within thirty (30) working days.

C. Transportation Vacancies

The following special conditions apply for certain transportation vacancies. Except as noted below, transportation vacancies will be handled like all other vacancies.

1. All kindergarten runs, activity runs, skill center runs, swim runs, and other regularly scheduled runs which do not conflict with AM and PM runs will be allowed on the basis of the seniority list. A bus driver shall not be entitled to more than one (1) of the aforementioned runs until all qualified personnel shall have been allowed a choice. These runs shall be posted for bids as separate runs. Posting shall be at a conspicuous place so that all eligible bargaining unit members will receive notice of the run open for bid and such posting of bids shall be made each year at least ten (10) days prior to the start of each semester.
2. Summer runs shall be offered on the basis of 1) qualifications and 2) seniority.
3. Summer runs for programs administered by Kentwood Public Schools shall be paid at the driver's base rate.
4. Special Education run vacancies will be awarded based on the published qualifications as determined by the Director of Transportation.

D. Transfers between Classifications

Transfers between classifications within this bargaining unit will be considered at the discretion of the Administration. If the bargaining unit member is interested in a voluntary transfer, he/she should complete a "Change of Status" form indicating the vacancy that is being applied for.

Bargaining unit members transferring from one classification to another, shall have all seniority rights in the previous classification "frozen" and shall be placed at the bottom of the seniority list of the new classification. The bargaining unit member shall not have the right to return to his/her former classification after the try out period unless a vacancy exists. Upon return, he/she shall retain the seniority held in the former classification.

To be considered for transfer to a new classification, the bargaining unit member must meet the minimum qualifications for the vacancy being applied for.

If the above condition is met and the Administration agrees to allow the transfer to the new classification, a trial period of thirty (30) work days will commence starting with the first day the bargaining unit member begins working in the new classification, unless hired in July or August, then the period will begin in September. During this period of orientation, there will be management assistance, however, the bargaining unit member should bring to the job the skills and experience necessary to perform most of the job responsibilities of the new position. When assigned to the new classification, the bargaining unit member's hourly rate for the new position will be determined by the Administration, taking into consideration previous experience performing duties required in the new classification.

If, at any time during the thirty (30) work day trial period, the bargaining unit member determines that he/she wishes to return to the former classification or if the bargaining unit member fails to do acceptable work as determined by the supervisor/director, the bargaining unit member will be returned to his/her former position.

During the trial period, the bargaining unit member will continue Board provided insurances of the former classification if the new classification has similar coverage. Sick leave accumulation will be "converted" to equate to the definition of the bargaining unit member's new work day.

The following items dealing with a voluntary "trial period" move from one classification to another will not be considered grievable under the contract:

1. The Administration's return of a bargaining unit member to his/her former classification for failure to perform work acceptable to the Administration.
2. The Administration's evaluation of the bargaining unit member's work performance during the trial period.

E. Award of Job

Vacancies and promotions will be awarded on the basis of first, qualifications and second, seniority (within classification.) Qualifications will be determined by the Administration. Qualifications will be detailed in job descriptions, published Administrative Work Rules and referenced in job postings for vacant positions. The Administration reserves the right to interpret the qualifications of each bargaining unit member.

Qualifications will be objective, measurable skills for the most part. If two (2) or more applicants for a vacant position meet the qualifications required, seniority will determine who is awarded the job.

F. Involuntary Transfers or Promotions

Bargaining unit members 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 bargaining unit members are to be minimized and avoided whenever possible. In all such cases, the Administration reserves the right of final determination as to work assignment, work shift, etc. If the transfer is involuntary, the bargaining unit member shall not lose money as a result of said transfer.

G. Transfer and Assignment

In order to insure and promote successful and continued operations and because job classifications are general in nature, temporary transfers between classifications may be made, fragmentary work from one classification may be performed by a bargaining unit member from another classification without a change in classification and the replacement of absentees may be made by transfer of available bargaining unit members; PROVIDED that a bargaining unit member temporarily transferred to another classification shall receive either his/her current rate of pay or the minimum rate of pay of the classification to which transferred, whichever is higher.

ARTICLE 11

INSURANCE BENEFITS

The Board shall provide payment toward premiums for insurance coverage for eligible employees.

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 this Article unless otherwise specified.

1. Upon submission of a proper application form to the Kentwood Public Schools Employee Benefit Office, the Board shall provide the premium contributions towards the benefits described for those employees who meet the qualifications stated in this agreement.

The acceptance of the application and the eligibility determination for benefits will be at the discretion of the insurance carrier.

2. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment. Provided that the employee has fulfilled all contractual obligations, benefits will be provided during all twelve (12) months of the contract year, and the July and August Board portion of the premiums will be paid by the Board.
3. An open enrollment period shall be provided annually during the month of October.
4. The Board paid premiums described in this Article are for bargaining unit members scheduled to work at least fifteen (15) hours per week and their eligible dependents, as defined by the insurance carrier and shall be provided on the following basis:
 - A. Board premium contributions shall not apply to employee purchased benefits not described above (e.i., loss of income benefits, dependent life, survivor income insurance, etc.).
 - B. Board contribution shall begin, in the case of new bargaining unit members, at the beginning of the insurance month immediately following the time they begin their duties if an application is made in sufficient time to allow for making necessary payroll deductions.
 - C. For the purpose of this Article, full-time is defined as thirty (30) hours or more per week. For bus drivers to qualify as full-time drivers they shall be scheduled to drive both morning and afternoon - AM and PM runs. All employees normally scheduled to work thirty (30) hours or more per week shall receive full benefits as described

above; those employees working less than thirty (30) hours per week but at least fifteen (15) hours per week shall receive 50% of the benefits listed above. Employees working less than fifteen (15) hours per week are not eligible to receive insurance benefits.

- D. Adult/Alternative Education Paraprofessional insurance each year shall be based on the work assignment hours issued on the official fall student count date. All other insurance changes will become effective the first month following the change of employment status. Employees who become ineligible will have their coverage continued for at least thirty (30) days after the date of ineligibility.
 - E. The parties agree that health insurance cost containment riders ("MESSA Care") will be implemented.
 - F. Employees shall pay a pro-rata portion of the insurance premium costs normally paid by the Board, if the employee is on an unpaid leave of absence of ten (10) or more work days. If the leave is under the Family Medical Leave Act, insurance will be continued by the board for up to 12 weeks per year.
5. The Board shall provide without cost to each of the full time bargaining unit members (Custodian, Bus Driver, Paraprofessional including Adult/Alternative Education and Food Service) one of the following MESSA PAK options for a full (12) twelve month period for the bargaining unit members and his/her entire family. The employer shall sign an EMPLOYER PARTICIPATION AGREEMENT.

Bargaining unit members not electing MESSA PAK "A" will select MESSA PAK "B".

Option I - MESSA PAK "A"

MESSA Super Care 1
MESSA Long Term Disability
MESSA Term Life Insurance \$15,000 with AD&D
MESSA Vision VSP-1
MESSA Delta Dental 100/70/70 \$1,500

MESSA Super Care 1 protection for a full twelve (12) month period for the employee and his/her eligible dependents as defined by MESSA and its underwriter. When appropriate, MESSA-Care and Medicare premiums will be paid on behalf of the eligible employees, spouses, or dependents.

MESSA Long Term Disability Insurance for each employee. Benefits shall begin upon determination of 90 calendar day modified fill or the expiration of the employee's sick leave, whichever is greater, and continue at 66 2/3% of the employee's contractual salary (maximum on long term disability - \$5,000/mo.) and shall be guaranteed to the end of the school year in which the employee attains age 65. If continuously

disabled after age 65, benefits shall be guaranteed for 12 months. LTD covers maternity, pre-existing conditions, freeze on offsets, alcoholism/drug - same as any other illness, mental/nervous - same as any other illness, cost of living benefit.

MESSA negotiated term life insurance protection in the amount of \$15,000 including any life insurance protection received under the MESSA Super Care 1 program. This insurance shall carry an accidental death and dismemberment rider and waiver of premium rider. The employee shall designate his or her beneficiary.

MESSA Vision VSP-1 for the employee and their eligible dependents MESSA Vision VSP-1.

MESSA Dental 100/70/70: \$1,500 - \$1000 maximum for Class I & II for all employees and their eligible dependents. C/M/M - gold - 70% - also 50/50/50 coordination.

OR

Option II - MESSA PAK "B"

MESSA Long-Term Disability
MESSA Term Life Insurance (\$15,000)
MESSA Vision VSP-3
MESSA Delta Dental 100/70/70 - \$1500
MEA Financial Services Annuity \$50 per month

MESSA Long Term Disability Insurance for each employee. Benefits shall begin upon determination of 90 calendar days modified fill or the expiration of the employee's sick leave, whichever is greater, and continue at 66 2/3% of the employee's contractual salary (maximum on long term disability - \$5,000/mo.) and shall be guaranteed to the end of the school year in which the employee attains age 65. If continuously disabled after age 65, benefits shall be guaranteed for 12 months. LTD covers maternity, pre-existing conditions, freeze on offsets, alcoholism/drug - same as any other illness, mental/nervous - same as any other illness, cost of living benefit.

MESSA Term Life Insurance protection in the amount of \$15,000. This insurance shall carry an accidental death and dismemberment rider and waiver of premium rider. The employee shall designate his or her beneficiary.

MESSA full-family Vision Care - VSP3.

MESSA/"Auto +" 100/70/70: \$1500 with ortho. \$1000 maximum for Class I & II)

Annuity program an amount of \$50/month (Board approved plans in existence.

ARTICLE 12

UNIFORM AND TOOL ALLOWANCE

A. Food Service

1. Uniforms shall be required for all food service employees. Style and color may be selected by the Food Service Association, subject to the approval of the Director of Food Service. White shoes shall be considered part of the uniform. Uniforms will be cleaned and maintained in good repair by the employee.
2. Food Service employees working more than twenty (20) hours per week shall be provided with up to four tops per year as needed and up to \$63.00 per year toward the purchase of slacks and shoes.

Food Service employees working less than twenty (20) hours per week shall be provided with up to two tops per year as needed and up to \$42.00 per year toward the purchase of slacks and shoes.

3. Food service employees will be reimbursed up to the limit specified in A, 2 above. Checks will be sent to Food Service employees in October. Employees will return receipts for the purchase of uniforms and shoes no later than March 1st of the same school year.

B. Custodial/Maintenance

Custodial and maintenance employees will be furnished three (3) new uniforms per year which shall be worn while at work. Employees who qualify for uniforms after March 1st shall receive them after July 1st.

Commencing with the 1994-95 school year, custodial and maintenance employees may be permitted with the supervisor's approval to utilize the uniform allocation in whole or in part to purchase approved work shoes. This option will be available every two years to an employee.

An employee shall qualify for said uniforms upon completion of the probationary period.

It will be the employee's responsibility to clean and maintain the uniforms.

C. Mechanics

The District will provide one (1) insulated coverall to each new mechanic hired, upon successful completion of the probationary period. Uniforms for mechanics will be provided by the Board. One (1) uniform for each work day will be available to each mechanic. The Board will provide the uniforms and be responsible for cleaning and repair.

Mechanics will be paid a tool allowance and each mechanic shall

provide his/her own set of tools and tool cabinets. The maximum annual tool allowance will be \$603.75 per contract year. Reimbursement will be made within thirty (30) days upon submission of receipts to the Director of Transportation. Tool allowance reimbursement will be paid in a separate check through accounts payable.

D. Requirement to Wear Uniform

Disciplinary action could result if an employee does not wear the Board provided uniform described in this Article.

- E. Playground paraprofessionals and crossing guards regularly scheduled to work outside more than two hours per day, will be provided up to \$68.25 for the term of the agreement for the purchase of winter clothing. Reimbursement will be made within thirty (30) days of receipt of the expedition for approved clothing by the Assistant Superintendent for Human Resources.

Playground paraprofessionals and crossing guards regularly scheduled to work less than two hours per day will receive up to \$36.75 for the term of the agreement.

- F. Bus drivers will be provided with a winter jacket for 1996-97.

ARTICLE 13

SCHOOL CLOSING

A. Paraprofessionals, Bus Drivers and Food Service

Paraprofessionals, bus drivers and food service employees are not normally expected to report to work on a day when school has been canceled because of mechanical failure or severe weather. These employees will be contacted by their immediate supervisor if they are going to be required to work on such a day.

Days missed will be made up in June by extending the school year, if required by law. If the days are not made up, the employee will be paid for the number of hours he/she was scheduled to work. If the employee is paid but not required to work, these hours will not be considered "hours worked" for overtime computation purposes.

- a. When school is closed for inclement weather or maintenance breakdown and staff is expected to report, food service employees are also to report. The workday shall be a minimum of 2 hours with pay.
- b. When school is closed and staff is not expected to report, those food service employees who are required to report by the Director of Food Services shall receive 1 1/2 times base pay for hours required to work.

B. Custodial/Maintenance/Mechanics

When school is closed due to inclement weather first shift employees are expected to report to work. These employees shall receive double time pay for hours worked.

Second and third shift will be expected to report at the normal time and will be compensated at their regular rate of pay for the hours worked. If directed not to report by the Director of Plant Services, they will be paid for the number of hours normally scheduled, however, these hours will not be considered "hours worked" for overtime calculation purposes. Second and third shift employees would be notified by no later than 1:00 p.m. by announcement on local T.V. and radio stations if they are not to report.

- C. Article 13 (A) and (B) shall have no application to days on which the start of school is delayed or where school is dismissed early. Employees directed to come in late or permitted to leave early will be paid for their regularly scheduled work day.

ARTICLE 14

NON-STRIKE AGREEMENT

- A. The Association and its individual members agree that a "strike" is not in the interest of the children of Kentwood Public Schools; therefore, the Association and its individual members agree not to strike as long as the Agreement is in effect.

- B. As used in this article, the word "strike" shall mean the concerted failure to report for duty, the willful absence from ones' position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or in 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 communication 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.

ARTICLE 15

NEGOTIATION PROCEDURES

- A. It is understood that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to negotiation between them from time to time during the period of this Agreement upon mutual consent of the Board and the Association. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. Negotiations shall be started no later than May 1, 1991 unless a different date is mutually agreed upon by the parties hereto.
- C. In any negotiations described in this article, neither party shall have 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 without 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 and by a majority of the Board, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE 16

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be prepared at the expense of the Board and presented to all employees now or hereafter employed by the Board plus thirty (30) additional copies shall be provided to the Association.

- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 17

WAGES, PAY STEPS, LONGEVITY AND OTHER COMPENSATION

A. Wages

The hourly rates to be paid for each classification are detailed in Appendix A for 1994-95, Appendix B for 1995-96, and Appendix C for 1996-97.

B. Step Increase/Placement

1. On July 1st each employee will automatically advance to the next step on the pay scale in his/her classification until the top step is reached.

Exception: New employees whose initial date of employment is after February 1 will not receive a step increase on July 1 the first year of employment. They will remain on the same step of the new salary schedule effective July 1st until the next year (July 1 of the subsequent fiscal year).

2. An employee may be allowed credit, at the discretion of the Assistant Superintendent for Human Resources, for experience outside of the Kentwood Public Schools (up to 3 years for bus drivers and up to 2 years for all other classifications). The decision to grant experience credit, if any, will be determined at the time of initial hire.
3. A bargaining unit member changing from one classification to another classification will normally be placed on Step 0 of the new classification unless previous experience would qualify the employee to be placed above step 0. Previous experience as it relates to qualification for step placement will be determined by the Assistant Superintendent for Human Resources.

C. Retirement Incentive Pay

An employee with ten (10) years or more of service within the bargaining unit upon retirement, shall be compensated for any unused accumulated sick leave as follows:

1. Custodians/Maintenance/Mechanics
\$12.00/day
2. Bus Drivers, Food Service, and Paraprofessionals
Employees working 15 or more hrs. per week
\$9.50/day

Employees working less than 15 hrs. per week
\$5.00/day

D. Longevity Pay

1. For longevity purposes, continuous years of service with Kentwood Public School System shall be computed.
2. Any employee who has completed the number of years of continuous service on July 1st as stated below shall begin to earn longevity at the rate per annum as indicated.

<u>Years Completed</u> <u>On July 1st</u>	<u>Annual Longevity Pay</u>
10-15 yrs.	\$275.00
16 or more	\$325.00

3. The initial and the final longevity payments will be pro-rated based on the number of months an employee actually qualifies for this benefit when compared to the date of June 30.
4. Longevity pay will be included in the second pay check in June for those who qualify.

E. Pay Level Guarantee

In the implementation of this contract no employee shall receive a lesser salary for his/her present unit classification than he/she received the previous year unless the employee requests a change of unit classification, or requests a shift change.

F. Pay Periods/Paychecks

Pay periods will normally be each fourteen (14) calendar days on alternate Fridays. Pay dates are published at the beginning of each school year. Holidays and vacation periods will sometimes require that payroll be processed on a different schedule which will slightly alter when time sheets are due. Every attempt will be made to have paychecks delivered to the buildings by noon on payday. On occasion checks will be sent by U.S. mail to the home address of the employee. A current address should be on file with the Human Resources Office.

The paycheck will include compensation for all approved hours worked through the previous Sunday evening (midnight), provided that the time sheet included up-to-date information. Time sheets are due in the Payroll Office one week prior to payday to allow for timely and accurate processing. (In some cases the hours worked on the Saturday and Sunday immediately prior to payday will need to be included in the subsequent paycheck.)

G. Other Compensation

1. Mechanics

- a. A Lead Mechanic, if appointed, shall receive an additional \$1.16/hour.
- b. The mechanic assigned to Body/Tire and General Repair shall receive 25¢/hour LESS than the rates listed for a mechanic.

2. Mileage Reimbursement

Employees required to use their personal vehicle for the benefit of the district shall be reimbursed at the rate allowed by the Internal Revenue Service (currently 27.5). Food Service employees transporting food or materials in their own vehicles will receive the same I.R.S. rate with a minimum reimbursement of \$1.58 per trip.

3. Bus Drivers - Extra Trip Pay and Meal Allowance

- a. All extra trips shall be paid at the drivers regular rate of pay.

1. There will be a two hour minimum for extra trips.

Saturday and Evening Trips (after 6:00 p.m.)

The minimum pay will be guaranteed to be four (4) hours.

- b. Pre-Trip Inspection/Incidental Duty Pay

To compensate drivers for miscellaneous duties, they will be compensated an additional twenty (20) minutes per day for each day actually worked at their regular run hourly rate (1/3 hour/day). These duties include: Meeting with supervisor regarding forms, routes, discipline, complaints, mechanical problems, etc.; pre-trip inspections; fueling; cleaning inside of bus, etc. Drivers do not have to check engines.

- c. Layover time between daily runs shall be paid for 30 minutes or less.

4. Custodians/Maintenance

Building checkers must work the scheduled work day before to be eligible to make the check. Building checks will be paid at time and one half the bargaining unit members' hourly rate, with Meadowlawn at one hour minimum as the base. The minimums for other buildings will be determined on a square foot basis by the Director of Plant Services

and reviewed by the Union. No building check will be less than one hour minimum.

b. Call-in pay for Custodians/Maintenance will be \$25.00 flat rate (up to two hours).

c. Shift Premium

The premium for second shift shall be 22¢/hour; the premium for third shift shall be 28¢/hour.

ARTICLE 18

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the parties and shall continue in effect for two years until June 30, 1997. The wages set forth in Article 17, Appendix A and Appendix B shall be applied retroactively to July 1, 1994. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date here indicated. However, upon mutual consent of both parties to the Agreement, renegotiation of part or all of this Agreement may take place at any time during the term of this contractual Agreement.

ASSOCIATION

BOARD OF EDUCATION

Karen Hamelink
Karen Hamelink, KCEA President

Linda David
Linda David, President

Judy Benninger
Judy Benninger, KESPA President

Lynette F. Agard
Lynette Agard, Secretary

Barbara Francis
Barbara Francis, Chief Negotiator

Glenn Nienhuis
Glenn Nienhuis, Chief Negotiator

Date December 16, 1994

Date December 16, 1994

**APPENDIX A
WAGES
1994-95**

**Hourly Rates of Pay
Effective July 1, 1994**

I. JOB CLASSIFICATIONS/FOOD SERVICE

	0	1	2	3	4
Food Service Manager (EKHS)/Banquet Manager	10.35	10.48	10.65	10.87	11.15
Cook Manager	10.17	10.30	10.48	10.68	10.97
Baker & Utility	9.72	9.88	10.09	10.29	10.54
Production & Utility	9.51	9.64	9.68	9.88	10.13
Satellite Utility	9.46	9.60	9.66	9.77	10.04
Lunchroom Assistant	9.39	9.58	9.64	9.69	9.81

Note: The Banquet Manager @ EKHS shall receive an additional 16¢/hour.

II. JOB CLASSIFICATION/FOOD SERVICE DRIVER

0	1	2	3	4	5
10.66	11.05	11.36	11.77	12.20	12.60

III. JOB CLASSIFICATIONS/BUS DRIVERS

<u>Years Experience</u>	
0	11.56
1	11.83
2	12.11
3	12.37
4	12.68
5	12.94

Note: Special Education runs will pay an added 25¢/hour.

WAGES - 1994-95 (CONTD.)

IV. JOB CLASSIFICATIONS/CUSTODIANS & MAINTENANCE

- Class I - Custodians
- Class II - Head Custodian
- Class III - Zone Maintenance - including Groundskeeper, Shuttle/Warehouse and Pool Technician
- Class IV - Senior Maintenance Worker (H.V.A.C.); (Head Groundskeeper)
- Class V - Skilled Trades

Class	0	1	2	3	4
I	11.27	11.48	11.65	12.01	12.82
II	11.53	11.77	11.99	12.41	13.24
III	12.12	12.45	12.70	12.78	13.42
IV	13.25	13.50	13.76	13.81	14.47
V	16.40	16.77	17.14	17.51	17.87

V. JOB CLASSIFICATIONS/MECHANICS

Step	
0	12.45
1	13.20
2	13.90
3	14.61
4	15.31

- Note:**
- a) Lead Mechanic, if appointed, shall receive an additional \$1.16/hour.
 - b) The mechanic assigned to Body/Tire and General Repair shall receive 25¢/hour LESS than the rates listed above.

VI. JOB CLASSIFICATIONS/PARAPROFESSIONALS (assignments may include more than one classification)

a. General

- 1. Cafeteria
- 2. Library
- 3. Bus Supervision
- 4. Health Room
- 5. School Crossing
- 6. Hall Supervision
- 7. Equipment Operator
- 8. Messenger
- 9. Inventory
- 10. Records
- 11. Office
- 12. Child Care (HSC-YA I & II)

b. Instructional

- 1. Swimming Pool (W.S.I. required)
- 2. Classroom
- 3. Study Hall
- 4. Chapter I
- 5. Playground

Class	1	2	3	4	5	6
General	8.26	8.56	8.86	9.19	9.56	9.85
Instructional	9.07	9.40	9.79	10.19	10.60	10.90

c. <u>Print Shop</u>	1	2	3	4	5	6
	8.67	8.98	9.32	9.70	10.08	10.37

d. <u>Tutors</u>	1	2	3	4	5	6
	12.10	12.60	13.10	13.60	14.10	14.60

**APPENDIX B
WAGES
1995-96**

**Hourly Rates of Pay
Effective July 1, 1995**

I. JOB CLASSIFICATIONS/FOOD SERVICE

	0	1	2	3	4
Food Service Manager (EKHS)/Banquet Manager	10.53	10.66	10.83	11.05	11.34
Cook Manager	10.34	10.48	10.66	10.86	11.16
Baker & Utility	9.89	10.05	10.26	10.46	10.72
Production & Utility	9.67	9.80	9.84	10.05	10.30
Satellite Utility	9.62	9.76	9.82	9.94	10.21
Lunchroom Assistant	9.55	9.74	9.80	9.85	9.98

Note: The Banquet Manager @ EKHS shall receive an additional 16¢/hour.

II. JOB CLASSIFICATION/FOOD SERVICE DRIVER

0	1	2	3	4	5
10.84	11.24	11.55	11.97	12.41	12.81

III. JOB CLASSIFICATIONS/BUS DRIVERS

<u>Years Experience</u>	
0	11.76
1	12.03
2	12.32
3	12.58
4	12.90
5	13.16

Note: Special Education runs will pay an added 25¢/hour.

WAGES - 1995-96 (CONTD.)

IV. JOB CLASSIFICATIONS/CUSTODIANS & MAINTENANCE

- Class I - Custodians
- Class II - Head Custodian
- Class III - Zone Maintenance - including Groundskeeper, Shuttle/Warehouse and Pool Technician
- Class IV - Senior Maintenance Worker (H.V.A.C.); (Head Groundskeeper)
- Class V - Skilled Trades

Class	0	1	2	3	4
I	11.46	11.68	11.85	12.21	13.04
II	11.73	11.97	12.19	12.62	13.47
III	12.33	12.66	12.92	13.00	13.65
IV	13.48	13.73	13.99	14.04	14.72
V	16.68	17.06	17.43	17.81	18.17

V. JOB CLASSIFICATIONS/MECHANICS

Step	
0	12.66
1	13.42
2	14.14
3	14.86
4	15.57

- Note:
- a) Lead Mechanic, if appointed, shall receive an additional \$1.16/hour.
 - b) The mechanic assigned to Body/Tire and General Repair shall receive 25¢/hour LESS than the rates listed above.

VI. JOB CLASSIFICATIONS/PARAPROFESSIONALS (assignments may include more than one classification)

a. General

- 1. Cafeteria
- 2. Library
- 3. Bus Supervision
- 4. Health Room
- 5. School Crossing
- 6. Hall Supervision
- 7. Equipment Operator
- 8. Messenger
- 9. Inventory
- 10. Records
- 11. Office
- 12. Child Care (HSC-YA I & II)

b. Instructional

- 1. Swimming Pool (W.S.I. required)
- 2. Classroom
- 3. Study Hall
- 4. Chapter I
- 5. Playground

Class	1	2	3	4	5	6
General	8.40	8.71	9.01	9.35	9.72	10.02
Instructional	9.22	9.56	9.96	10.36	10.78	11.09

c. <u>Print Shop</u>	1	2	3	4	5	6
	8.82	9.13	9.48	9.86	10.25	10.55
d. <u>Tutor</u>	1	2	3	4	5	6
	12.31	13.83	13.32	13.83	14.34	14.85

**APPENDIX C
WAGES
1996-97**

**Hourly Rates of Pay
Effective July 1, 1996**

I. JOB CLASSIFICATIONS/FOOD SERVICE

	0	1	2	3	4
Food Service Manager (EKHS)/Banquet Manager	10.79	10.93	11.10	11.33	11.62
Cook Manager	10.60	10.74	10.93	11.13	11.44
Baker & Utility	10.14	10.30	10.52	10.72	10.99
Production & Utility	9.91	10.05	10.09	10.30	10.56
Satellite Utility	9.86	10.00	10.07	10.19	10.47
Lunchroom Assistant	9.79	9.98	10.05	10.10	10.23

Note: The Banquet Manager @ EKHS shall receive an additional 16¢/hour.

II. JOB CLASSIFICATION/FOOD SERVICE DRIVER

0	1	2	3	4	5
11.11	11.52	11.84	12.27	12.72	13.13

III. JOB CLASSIFICATIONS/BUS DRIVERS

<u>Years Experience</u>	
0	12.05
1	12.33
2	12.63
3	12.89
4	13.22
5	13.49

Note: Special Education runs will pay an added 25¢/hour.

WAGES - 1996-97 (CONTD.)

IV. JOB CLASSIFICATIONS/CUSTODIANS & MAINTENANCE

- Class I - Custodians
- Class II - Head Custodian
- Class III - Zone Maintenance - including Groundskeeper, Shuttle/Warehouse and Pool Technician
- Class IV - Senior Maintenance Worker (H.V.A.C.); (Head Groundskeeper)
- Class V - Skilled Trades

Class	0	1	2	3	4
I	11.75	11.97	12.15	12.52	13.37
II	12.02	12.27	12.49	12.94	13.81
III	12.64	12.98	13.24	13.33	13.99
IV	13.82	14.07	14.34	14.39	15.09
V	17.10	17.49	17.87	18.26	18.62

V. JOB CLASSIFICATIONS/MECHANICS

Step	
0	12.98
1	13.76
2	14.49
3	15.23
4	15.96

- Note:**
- a) Lead Mechanic, if appointed, shall receive an additional \$1.16/hour.
 - b) The mechanic assigned to Body/Tire and General Repair shall receive 25¢/hour LESS than the rates listed above.

VI. JOB CLASSIFICATIONS/PARAPROFESSIONALS (assignments may include more than one classification)

a. General

- 1. Cafeteria
- 2. Library
- 3. Bus Supervision
- 4. Health Room
- 5. School Crossing
- 6. Hall Supervision
- 7. Equipment Operator
- 8. Messenger
- 9. Inventory
- 10. Records
- 11. Office
- 12. Child Care (HSC-YA I & II)

b. Instructional

- 1. Swimming Pool (W.S.I. required)
- 2. Classroom
- 3. Study Hall
- 4. Chapter I
- 5. Playground

Class	1	2	3	4	5	6
General	8.61	8.93	9.24	9.58	9.96	10.27
Instructional	9.45	9.80	10.21	10.62	11.05	11.37

c. <u>Print Shop</u>	1	2	3	4	5	6
	9.04	9.36	9.72	10.11	10.51	10.81

d. <u>Tutor</u>	1	2	3	4	5	6
	12.62	14.18	13.65	14.18	14.70	15.22

- Aggrieved
- Immediate Supervisor
- Superintendent of Schools
- Grievance Chairperson
- KCEA UniServ Director

KENTWOOD PUBLIC SCHOOLS
 SUPPORT STAFF
 GRIEVANCE COMPLAINT FORM

6/88

Name(s) of Grievant(s) _____

Building _____ Class of Grievance _____

Date cause of grievance occurred _____

Statement of facts leading to alleged violation:

Specific article(s) and sections alleged to have been violated:

Relief sought:

A. STEP 1 (Discussion)
(within 10 work days of alleged violation)

Date of meeting with supervisor _____

B. STEP 2 (Written - to Immediate Supervisor)

1. Filing Request (within 10 work days of conference in Step 1.)

Grievant	Date	Grievance Chairperson	Date
----------	------	-----------------------	------

2. Response (from Supervisor within 10 work days of Step 2 Filing)

Disposition by Supervisor:

Signature of Supervisor	Date
-------------------------	------

C. STEP 3 (Written - to Superintendent or Designee)

1. Filing Request (within 10 work days of receipt of Step 2 response)

Grievant Date Grievance Chairperson Date

Date of meeting _____ (within 10 work days of receipt of Step 3 request)

2. Response (within 5 work days of Step 3 meeting)

Disposition by Superintendent or Designee:

Signature of Superintendent or designee Date

D. STEP 4 (BOARD OF EDUCATION)

1. Filing Request (within 10 work days of receipt of Step 3 response)

Hearing Desired - check either a. or b. below:

a. Personnel Committee Hearing _____
(within 10 work days of receipt of request for hearing)

OR

b. Board of Education Hearing _____
(to be reviewed at next regular Board meeting)

Grievant Date Grievance Chairperson Date

2. Response (Board decision at next regular Board meeting)
Written response within 5 work days of Board's disposition.

Signature (Board secretary) Date

E. STEP 5 (Arbitration). Request to appeal the dispute to an impartial arbitrator. (within 20 work days of receipt of Board response in Step 4)

Grievant Date Grievance Chairperson Date

NOTE: It will be the Association's responsibility to file for arbitration with the American Arbitration Association.

Arbitration Decision Results: _____

TO SUPT. OF SCHOOLS
Final Distribution:

KENTWOOD PUBLIC SCHOOLS

5820 Eastern Avenue, S.E.
Kentwood, Michigan 49508

White - Personnel
Green - Payroll Office
Yellow - Insurance Office
Pink - Immediate Supervisor
Goldenrod - Originator

CHANGE-OF-STATUS REQUEST

NAME _____ BUILDING _____ ASSIGN _____
SOCIAL SECURITY NUMBER _____

PLEASE CHECK THE APPROPRIATE BLANK:

RESIGNATION _____
WITHIN BUILDING REASSIGNMENT _____
LEAVE OF ABSENCE _____
RETIREMENT _____

BUILDING TRANSFER _____
ADMINISTRATIVE ASSIGNMENT _____
ADVANCED DEGREE _____
PAY CHANGE _____
OTHER _____

STATEMENT OF SPECIFIC NATURE OF THE REQUEST:

COMPLETE IF APPLICABLE:

EFFECTIVE DATE OF CHANGE-OF-STATUS _____
BUILDING TO WHICH TRANSFER IS DESIRED _____
SPECIFIC ASSIGNMENT DESIRED _____
EFFECTIVE DATE OF ADVANCED DEGREE _____
QUALIFICATIONS FOR NEW ASSIGNMENT — MAJOR _____
MINOR _____ EXPERIENCE _____

FINAL DISPOSITION

Applicant

Date _____

Approve _____ Disapprove _____

Immediate Supervisor

Date _____

Approve _____ Disapprove _____

Assistant Superintendent for Personnel

Date _____



KENTWOOD PUBLIC SCHOOLS
5820 Eastern Avenue, S.E.
Kentwood, Michigan 49508-6200

LETTER OF AGREEMENT

The undersigned representatives of the Kentwood Education Support Personnel Association/KCEA and the Kentwood Board of Education do hereby agree to the following corrections for the 1994-1997 contract.

1. Article 8. J. f. 2. e. Page 34 - The statement "An extra trip is scheduled for less than four (4) hours and conflicts with the regular scheduled runs" should be deleted.
2. Article 10. B. 2. Page 42 - The statement "excluding those drivers applying for a bus driving vacancy outside of special education" should be deleted.
3. Article 11. 4. E. Page 47 - The statement "Employees shall pay a pro-rata...." should read "Employees shall pay the pro-rata...".

ASSOCIATION

Judy Benninger
Judy Benninger, KESPA President

3-9-95

Date

Barbara Francis
Barbara Francis, KCEA/MEA/NEA

3-9-95

Date

BOARD OF EDUCATION

Linda David
Linda David, President

3-9-95

Date

Glenn Nienhuis
Glenn Nienhuis, Chief Negotiator

3-7-95

Date





John P. Bowers
 Director of Plant Services

Office of Plant Services

Kentwood Public Schools
 Plant Services Department
 1679 - 68th Street, S.E.
 Caledonia, MI 49316
 Phone 616•698•8848

Dr. Mary Leiker
 Superintendent of Schools

Glenn A. Nienhuis
 Assistant Superintendent
 for Business

Lois E. Shepard
 Assistant Superintendent
 for Curriculum/Instruction

LETTER OF UNDERSTANDING

The undersigned representatives of the KCEA/KESPA and the Kentwood Board of Education do hereby agree to the following concerning the changes in the Building Check language:

1. The existing contract language for Article 17,G.4. is as follows:

"Building checkers must work the scheduled work day before to be eligible to make the check. Building checks will be paid at time and one half the bargaining unit members' hourly rate, with Meadowlawn at one hour minimum as the base. The minimums for other buildings will be determined on a square foot basis by the Director of Plant Services and reviewed by the Union. No building check will be less than one hour minimum."

2. The change for Article 17, G.4. will be as follows:

"Building checker pay schedule for 1994-95 school year:

Elementary buildings and size under 70,000 sq ft.....\$12.75

Middle schools, Freshman Campus and more than one building that are combined* and building sizes between 70,000 sq ft to 200,000 sq ft.....\$16.25

*Example: Combination of ISB/Townline and Glenwood/Administration.

High School and building size over 200,000 sq ft.....\$18.75

Building check pay schedule to increase .25 per year for 1995-96 and 1996-97.

Also, this agreement does not alter, change or set precedent where it relates to the working agreement between KCEA/KESPA and Kentwood Public Schools Board of Education.

Barbara Francis
 Barbara Francis, KESPA/KCEA
 Executive Director
2-6-95
 Date

John P. Bowers
 John P. Bowers, Director
 Plant Service Department
2-8-95
 Date

Judy Benninger
 Judy Benninger, President
2-6-95
 Date

Glenn Nienhuis
 Glenn Nienhuis
 Asst. Superintendent of Business
2-8-95
 Date

Sherwyn Clarke
 Sherwyn Clarke, Vice-President
 Custodial/Maint./Mechanics



Kentwood Public Schools
5820 Eastern Avenue S.E.
Kentwood, MI 49508-6200

Letter of Understanding

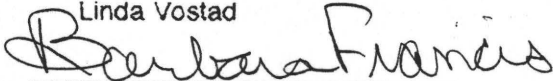
Kentwood Public Schools and the Kentwood Education Support Personnel Association (KESPA) agree that for the pre school paraprofessional employees listed in item 2 the following conditions will apply:

1. Conditions

- a. When a person transfers from Kentwood Community Education to the Kentwood Public Schools K-12 program, for the purpose of bumping back into the community education program only, they will maintain their Southkent seniority for 5 years.
- b. For five years, if the K-12 position that the community education employee transferred to is terminated, a community education employee will be able to bump back into the community education program using her/his Kentwood and/or Southkent Community Education seniority.
- c. Beginning with the 1999 - 2000 school year the protection of using the Southkent seniority will expire and all employees will be using their Kentwood seniority dates.

2. Employees

Cynthia Barckholtz
Patricia Bowhuis
Linda Vostad



Barbara Francis, KESPA/KCEA
Executive Director

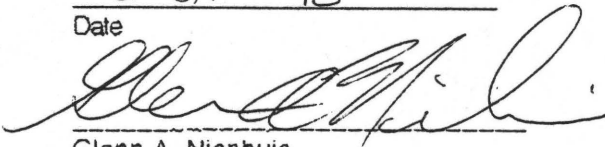
2-21-95

Date


Judy Benninger, KESPA President

2-22-95

Date



Glenn A. Nienhuis,
Asst. Supt for Business

2-22-95

Date



