

## **AGREEMENT**

August 15, 2009  
through  
August 15, 2010

BETWEEN

**Kenowa Hills  
Board of Education**

AND

**Kenowa Hills  
Support Staff Association**

AND

**Kent County Education Association**

KENOWA HILLS PUBLIC SCHOOLS  
GRAND RAPIDS, MICHIGAN

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## AGREEMENT

This Agreement is made and entered into as of the **8th day of June, 2009**, by and between the Kenowa Hills Public Schools Board of Education, hereinafter called the "Board" and the Kenowa Hills Support Staff Association, (KHSSA/MEA/NEA), represented by the Kent County Education Association/MEA/NEA, (KCEA, MEA, NEA), as the exclusive bargaining agent, hereinafter called the Association.

### PURPOSE

#### A. ESTABLISH TERMS AND CONDITIONS

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

#### B. COOPERATIVE/DISPUTE RESOLUTION

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

#### C. BINDING OBLIGATION

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

## ARTICLE I RECOGNITION

#### A. INCLUDED/EXCLUDED

1. Included in the Association - The Board recognizes the Kent County Education Association/ MEA/NEA, (KCEA/MEA/NEA), as the sole and exclusive collective bargaining representative for all full time and regular part-time security personnel, truck drivers, bus mechanics, secretarial-clerical staff, custodial/maintenance staff, maintenance staff, grounds staff, food service staff, bilingual staff (school year) and paraprofessionals (regardless of title) employed by the Board.
2. Excluded from the Association - Excluded from the above bargaining unit are all bus drivers, certificated personnel, all community education personnel, school nurse, recreation personnel, all student employees, central office personnel, Support Services Specialist, migrant paraprofessionals, all Supervisors, including Food Service Supervisor, Transportation Supervisor, Supervisor of Building & Grounds, all substitute and seasonal employees (seasonal employees are summer employees working between May 1<sup>st</sup> and September 30<sup>th</sup>), part-time employees regularly working fifteen (15) hours per week or less and all other employees of the Kenowa Hills Board or of any other employer.
3. Limit on Part-Time - The Board will limit the number of part-time custodial positions to two (2) per building (except in cases of emergency) with a total limit of eleven (11) employees each working no more than fifteen (15) hours per week. The limitations of hours shall not apply when part-time



employees are used to replace regular employees on vacation or sick leave and during the Christmas, Spring and Summer Vacation periods when it becomes necessary to use part-time employees for more than fifteen (15) hours per week. The Board will limit the number of part-time food service positions to a total of twelve (12) employees each working fifteen (15) hours per week or less. The Board will also limit the number of part-time paraprofessional positions each working fifteen (15) hours or less to a total of thirty (30). This limit excludes crossing guards and migrant paraprofessionals. The Board will provide a list of fifteen (15) hour or less custodial, food service and paraprofessional employees to the association upon the request of the association president.

**B. "EMPLOYEE" DEFINED**

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

**C. CONTRACTUAL RELATIONSHIP**

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

**D. EXCLUSIVE REPRESENTATION/INDIVIDUAL GRIEVANCES**

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

**ARTICLE II  
BOARD OF EDUCATION RIGHTS**

**A. BOARD RESPONSIBILITY AND AUTHORITY**

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

**B. BOARD EXPECTATIONS**

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

**C. ESTABLISHING RULES AND REGULATIONS**

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

#### D. DEVELOPING A PHILOSOPHY OF EDUCATION

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

#### E. EXAMPLES OF SPECIFIC RIGHTS

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

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the School District.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force, and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

#### F. LIMITED BY AGREEMENT

The exercise of foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the provisions of this Agreement, and then only to the

extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### **ARTICLE III EMPLOYEE RIGHTS**

#### **A. RIGHT TO ORGANIZE**

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

#### **B. DISCIPLINE**

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

on the job, intoxicated on the job, illegal drugs, sexual misconduct, possession of weapons, theft, falsifying time cards, etc.

#### C. PERSONNEL FILE

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

#### D. COMPLAINTS

No material, including student, parental, or school personnel complaints, will be placed in the employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be reduced to writing with the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the employee is requested to sign any material, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

#### E. EVALUATION

The Supervisor or designee has the responsibility for evaluating each employee at least every two (2) years. Evaluations will be based on observed work performance (head cooks will receive two observations of one half (1/2) hour) and/or the results of work performance of the employee and said evaluations are to serve a dual purpose of (1) providing a basis for improvement and (2) providing a measurement of effectiveness. Written evaluations will be discussed with the employee by the last day of work for the school year, but not later than August 15 for twelve-month employees, and prior to placement in the employee's personnel file. The employee shall have the right to attach a written response to their evaluation. All monitoring and observation of the work of an employee shall be conducted openly. Criteria will be related to the evaluation form. Employee evaluation shall not be considered a step in the progressive disciplinary process. A copy of the current form shall be attached to the Agreement (Appendix F) and if/when the form is modified in accordance with the terms of the agreement, the new form shall be distributed to the employees.

#### F. FOIA REQUESTS

Employees will be notified of any requests to FOIA their personal file prior to release of the information requested under the FOIA. The employee can request that the district remove outdated or no longer relevant materials prior to releasing the file.

#### G. LEGAL RIGHTS

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

**ARTICLE IV  
ASSOCIATION RIGHTS**

**A. USE OF MAIL AND COPY MACHINES**

The free use of internal district mail service will be extended to the Association. All materials shall be clearly marked KHSSA/KCEA/MEA/NEA (Association). The use of school duplicating equipment for Association business will be permitted for use by Association officers outside of work hours. There will be a five (5) cent charge per copy for use of the photocopy machines. The Association may also send material to the district central copy center. Charges for copies made by the copy center will be in accordance with established copy center rates. Use of any equipment owned by the District is subject to prior approval of the Board.

**B. NON-DISCRIMINATION**

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

**C. DOCUMENTS**

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

**D. NOTICES**

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

**E. FACILITY USE FOR MEETINGS**

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

**F. ASSOCIATION REPRESENTATIVE CONDUCTING BUSINESS**

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

## G. SUBCONTRACTING

The right to contract or subcontract is expressly vested in the Board. If the law changes the subcontracting language in the 94-97 Agreement (Article IV, G.) will be added to the current Agreement.

## ARTICLE V NEGOTIATIONS PROCEDURES

### A. NO OBLIGATION TO NEGOTIATE

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

### B. PROBLEMS RELATING TO AGREEMENT

When problems arise relative to the administration of this Agreement, representatives of the Board and the Association's Bargaining Committee will meet at a mutually agreed time for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the Grievance Procedure. Should a meeting result in a mutually acceptable amendment of the Agreement, then the amendment will be subject to ratification by the Board and the Association. The Bargaining Committees are empowered to effect temporary accommodations to resolve special problems.

### C. BARGAINING AUTHORITY

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

### D. CONTRACT VARIANCES

1. The parties recognize the Board's right to implement pilot or experimental programs. The Board and the Association are experimenting with a wide range of educational techniques and reforms. The parties recognize that some of the experiments may conflict with the terms and conditions of the Agreement. Such variations are acceptable under the Agreement provided each variation is approved by the Association and the Board. Provided further that no such variations shall be deemed precedent setting nor shall they extend beyond the life of the Agreement. The contract variance does not apply to pilot or experimental programs adopted by the Board.
2. Any modification of the current contract must be submitted on the approved deviation form. Said modifications must be mutually agreed upon by both the Board and the Association. See Appendix C for contract variance form.
3. Any contract request for variance shall be submitted to the District Professional Council for review. The Professional Council will meet within two (2) weeks after receiving a request for variance to review the request. If the request is approved, it will go to the KHEA, the KHSSA and the Board for final approval. The Professional Council shall be composed of the Superintendent, Assistant

Superintendent for Business and Support Services, KHEA President, the KHSSA President and others mutually agreed upon.

## **ARTICLE VI MEMBERSHIP FEES & PAYROLL DEDUCTIONS**

### **A. AGENCY SHOP**

Any employee initially hired on or after October 1, 1980 who is not a member of the Association in good standing or who does not make application for membership within ninety (90) calendar days (may be extended to one hundred twenty (120) days with agreement of the Association) from the date of commencement of duties shall pay a service fee to the Association; provided, however, that the employee may authorize payroll deduction for such a fee in the same manner as provided below. In the event that a bargaining unit member does not pay such service fee or authorize payment through payroll deduction, as provided for, the Board will, at the request of the Association, deduct the service fee from the bargaining unit member's pay. The Board may schedule a meeting with the employee to discuss the service fee before any involuntary dues withholding. The Association accepts full responsibility to establish a service fee which shall not be in excess of the maximum amount allowable.

### **B. PAYROLL DEDUCTIONS**

The Board will accommodate the Association by collecting annual dues through payroll deduction for all members who authorize such a deduction from their paycheck. This payroll deduction will only be made once per month beginning with the second pay period in October of each school year. The Association dues will be deducted from the regular paycheck of employees authorizing this deduction and will be done in sixteen (16) equal monthly payments beginning with the second pay period in October and ending with the second pay period in May. This written authorization for dues deductions will continue in effect from school year to school year.

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

1. Disperse Funds - The board agrees to promptly disperse said funds collected and authorized under Article VI, A. As directed by the Association's Treasurer, the board will disperse the funds collected either by check mailed to the Treasurer, or by ACH (direct deposit) transfer directly from the school district's bank account into a bank account designated by the Association.
2. Board Held Harmless - The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective Agreement. The Association further agrees to indemnify the Board of any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
  - a. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
  - b. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this section or the damages which may be assessed against the Board by a court or tribunal.
  - c. The Association has the right to choose the legal counsel to defend any said suit or action.

- d. The Association has the right to compromise or settle any claim made against the Board under this section.

#### D. DUES DEDUCTION DEADLINE

1. Authorization - No dues will be deducted for any employee during the school year unless the Payroll Department receives the written authorization form from the Association by October 1st of that school year.
2. New Employees - The Association Treasurer shall provide the new employee with enrollment materials. The Board agrees to notify the Association of any new employee within thirty (30) calendar days and advise the new employee that the Association will be contacting him/her. In the case of employees recalled from a layoff, the Board agrees to notify the Association and advise recalled employees to contact the Association.
3. Amount - The amount of the dues to be deducted shall be divisible by sixteen (16) rounded off to the nearest cent and cannot change after October 1st for that school year.

### **ARTICLE VII GRIEVANCE PROCEDURE**

#### A. DEFINITIONS

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

#### B. PURPOSE

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

#### C. PROCEDURE

1. Time Limits – Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. If the time limits of Level One are violated, no grievance can be processed. In the event the written answer is not submitted in the time specified, the aggrieved may proceed to the next level. The time limits specified may, however, be extended by mutual agreement, in writing, between the Association President or designee and the Superintendent or designee.



- a. For the purpose of the time limits in the grievance procedure, legal holidays, Saturdays, Sundays, the Wednesday before Thanksgiving, Christmas break and spring recess shall not be counted.
  - b. All other days that are normal Administration Office work days will be counted in the time limits. It is understood that the time limits are maximums and can be extended with the written mutual consent of both parties.
2. Grievance Form - Grievances will be filed only on the form specifically designed for such a purpose and referred to as "Grievance Report Form - Kenowa Hills Public Schools." Copies of this form will be available from the Administration Office and Officers of the Association (A sample grievance form is shown under Appendix E in the back of this Agreement).
  3. Levels

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

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

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

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

Level Three

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, he/she shall within five (5) working days thereafter transmit the grievance to the Assistant Superintendent for Business and Support Services indicating a desire to pursue the grievance to Level Three. At this level, the grievance must be signed by the aggrieved and the Association.
- b. Within ten (10) working days of receipt of such grievance, the Assistant Superintendent for Business and Support Services or his designee may meet with the aggrieved and the Association Representative(s) to discuss the issues. A written answer shall be given to the aggrieved and the Association Representative within ten (10) working days after receipt of such grievance if the Assistant Superintendent for Business and Support Services or Designee elects not to hold a conference to discuss the grievance, or within twenty (20) work days after receipt of the grievance if a conference is held.

Level Four - If the grievance is submitted to Arbitration, the Arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The Board and the Association shall not be permitted to assert in such arbitration hearing any ground or to rely on any evidence not previously disclosed to the Board and the Association. The Arbitrator shall have no power to alter, add or to subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator. The Association will have twenty (20) work days to submit the grievance to arbitration.

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

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

## **ARTICLE VIII WORK WEEK, OVERTIME AND WORK SCHEDULES**

### **A. WORK WEEK**

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

### **B. OVERTIME**

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

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

The head custodian shall be responsible for the equitable scheduling of overtime on a rotating seniority basis of the employees in his/her building. When overtime cannot be scheduled within the building for Custodial/Maintenance, Grounds, Maintenance and Truck Driver employees, the Supervisor of Building and Grounds will maintain a list of employees willing to accept overtime and offer overtime to employees on this list on a rotating seniority basis. Employees may add or remove their names from this list at any time.

### **C. LUNCH PERIODS AND REST PERIODS (BREAKS)**

1. Employees working four (4) hours or more may schedule an appropriate duty free lunch period of thirty (30) minutes with their Supervisor. The final determination as to time of the lunch break will rest with the Supervisor.
2. The lunch period may be extended to sixty (60) minutes with the approval of the Supervisor.

3. Each employee working over four (4) hours per day shall receive one (1) paid fifteen (15) minute break for each complete four (4) hour period worked. The rest period will be scheduled by the employee's Supervisor. Employees who are denied breaks shall have access to the grievance procedure.

#### D. ABSENCES

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

#### E. SCHEDULING

1. **Shift Assignment:** The work schedule (hours and shift) will be determined by the Board (Article II,E,2). All changes in work shift will be discussed one (1) week in advance with individual(s) involved and where possible, personal preferences for shift assignment will be taken into consideration. In emergency situations, the Board may, at its discretion, waive the one (1) week advance discussion requirement referred to above with regard to changes in work shift.
2. **Split Shifts:** There shall be no work shift incorporating unpaid time in excess of the contractual lunch period for employees with lunch periods. At the secondary level unpaid time for paraprofessionals during a work shift may extend up to the length of one (1) class period. Employees who are not scheduled for a lunch period shall have no unpaid time from the beginning to the end of the shift.

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

#### F. EXTRA SUMMER WORK

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

#### G. WORK HOURS AND WORK YEAR

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

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

#### H. SECRETARIES' WORK HOURS

1. **School Year** - Forty (40) hours per week or more as assigned by the Assistant Superintendent for Business and Support Services. The work year begins two (2) weeks before school starts and ends one (1) week after the last day of school for students. Spring Vacation and Christmas Vacation are not work weeks for school year secretaries. Any day during the school year that does not count

toward the total number of required teacher days will not be a work day for school year secretaries without prior approval of the Superintendent for Business and Support Services.

2. Calendar Year - Forty (40) hours per week or more as assigned by the Assistant Superintendent for Business and Support Services. The month of July is not scheduled as work time for eleven (11) month secretaries. Spring vacation and Christmas vacation are scheduled work weeks. The guarantee will also apply to the weeks prior to the start of the school year and after school is out in June unless a holiday replaces eight (8) hours of the work week.

#### I. CUSTODIAL/MAINTENANCE AND TRUCK DRIVER WORK HOURS

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

#### J. GROUNDS WORK HOURS

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

#### K. MAINTENANCE WORK HOURS

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

#### L. FOOD SERVICE WORK HOURS

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

#### M. MECHANIC WORK HOURS

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

#### N. LIBRARY PARAPROFESSIONALS AND TEACHER PARAPROFESSIONALS WORK HOURS

1. The library paraprofessionals employed at the high school and middle school as of 9/5/80 will be guaranteed no less than a seven hour work day on days when full days are scheduled for students. No paraprofessional is to work on days when students are not in attendance, and are to work one-half (1/2) day when students are in attendance for half days. Specific exceptions requesting to work when students are not scheduled must be approved in advance by the Assistant Superintendent for Business and Support Services.
2. Teacher paraprofessionals will generally be scheduled to work either half days (3 hours) or full days (6 hours). Exceptions to this must be approved in advance by the Assistant Superintendent for Business and Support Services. Teacher paraprofessionals will only work days and hours when students are in the building. Exceptions to this must be approved in advance by the Assistant Superintendent for Business and Support Services.
3. Autism program paraprofessionals will work the days and hours the autism program is in session. This will include the summer program unless the employee requests not to work during the summer. If a paraprofessional requests not to work during the summer, his/her position will be posted as a temporary summer position.

O. BILINGUAL PARAPROFESSIONALS WORK HOURS

Bilingual paraprofessionals will generally be scheduled to work either half days (3 hours) or full days (6 hours). Exceptions to this must be approved in advance by the Assistant Superintendent for Business and Support Services. Bilingual paraprofessionals will only work days and hours when students are in the building. Exceptions to this must be approved in advance by the Assistant Superintendent for Business and Support Services.

P. REQUESTING ADDITIONAL WORK

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

Q. HALF DAY SCHEDULING

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

R. INPUT OF STAFFING CHANGES

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

S. OPENING DAY OF SCHOOL

All employees have the choice to attend the orientation day general session/speaker and their building meeting and be paid for the time attending these meetings. Employees who work orientation day must attend within their regularly scheduled day. The Association meeting will be unpaid time. Other orientation day activities (walk, breakfast, etc.) will be unpaid unless the employee is scheduled to work during that time.

T. HOLD HARMLESS PROVISION

The 2009-10 school calendar contains a reduction in student days from 177 in 2008-09 to 175 for 2009-10. School year secretaries, food service workers and paraprofessionals are affected by this reduction in student days. To compensate employees in these classifications the district shall provide one of the following:

Participation in appropriate additional staff development or training or be provided with the equivalent of 2 days of make up work based on 2009-10 average daily work hours. If neither of these options is available to recover the equivalent of 2 work days, the employer shall pay the affected employees the equivalent of 2 work days (based on 2009-10 average daily work hours) at the end of the school year.

NOTE: Employees who opt not to participate in staff development or make up work shall be ineligible for payment of 2 work days at the end of the school year.

**ARTICLE IX  
WORKING CONDITIONS**

**A. REIMBURSEMENT FOR LOSS OR DAMAGE**

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

1. Automobiles must be parked in the designated areas and secured.
2. Any personal property or equipment which will be used by the employee must be registered in the principal's office or with the Supervisor; any coverage will be contingent upon the fact that the employee acted in a reasonable and prudent fashion in protecting the personal belongings or effects.
3. The employee's personal insurance company will provide primary coverage. If the coverage is limited or non-existent, the Board will assume the balance of the liability providing all other requirements in Article IX, A., have been complied with.
4. The Board will assume no liability for any sum of money. The Board will provide a secure place for each employee to keep his/her belongings. A closet or desk used to secure belongings may be shared with other employees.
5. No tools, equipment or other personal belongings will normally be required for the performance of any duties covered under this contract. If employee owned equipment is required and is registered according to A,2. of this Article the Board will accept liability to the extent qualified above.
6. This coverage is not intended to cover any liability other than assault as described above.
7. The Board will use depreciation factors (per generally accepted insurance company schedules) in determining losses.
8. Employees making a claim under this article shall be required to submit a police report to the local police department and submit a copy to the Assistant Superintendent for Business and Support Services prior to being eligible for benefits under this article. The Assistant Superintendent for Business and Support Services may waive this requirement for a police report.

**B. ASSAULT BY STUDENT**

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

**C. RESTROOMS**

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

**D. REIMBURSEMENT FOR WORKSHOPS AND COURSE WORK**

1. The Board will allow, upon approval of the Supervisor, attendance at special workshops or conferences designed to improve or broaden work skills and knowledge relative to work assignments. When such programs are sponsored during the work day, the Board, upon approval of the Supervisor, shall reimburse employees for the cost of the conference, provide transportation remuneration, and

pay the employees for such other approved expenses, without loss of wages, up to the dollar amount mutually agreed upon in advance by the employee and Supervisor.

2. The Board will reimburse employees for the cost of classes relative to work assignment. In order to qualify for reimbursement, employees must submit a written request at least ten (10) days prior to the beginning of the class. The class must be related to the employee's regular assignment. Class work must not interfere with the employee's regular assignment. The employee's Supervisor will make the determination as to whether or not a class is approved. The Supervisor's judgment of relevancy is final and binding. Each request for reimbursement will be considered individually. If the Supervisor rejects the class, the employee may request a reason for the rejection. Reimbursement is subject to employee satisfactorily completing the course with a passing grade. The employee must submit the class fee receipt to the Board for payment authorization. Any employee eligible to receive reimbursement for classes must intend to continue Board employment upon completion of such class(es).

#### E. TRANSPORTATION LIABILITY COVERAGE

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

#### F. PARAPROFESSIONALS SUBSTITUTING FOR CLASSROOM TEACHERS

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

#### G. CLOTHING ALLOWANCE

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

1. Food Service – The district will provide \$100.00 for each food service employee per year. The supervisor will provide a list of approved clothing items. Items not on the list need approval by the supervisor prior to purchase.
2. Truck Driver, Custodial/Maintenance, Grounds and Maintenance – The district will provide \$110.00 toward the purchase of clothing per employee, per year. The supervisor and the Association committee will decide the style, type, etc. of clothing that can be purchased. Should an employee be unable to fully utilize the full \$110.00 allotment towards clothing, the district will pay the employee any remaining unused balance. Example: Only \$9.00 remaining in his or her account and no \$9.00 items available on the agreed upon clothing list.
3. Bus Mechanics - A weekly uniform service as determined most economical and appropriate by the Board. If a uniform is provided rather than a specific dollar amount the employee will be required to wear the uniform provided.
4. Paraprofessionals in the A.S.D. program - \$60.00 per year.

5. Transportation paraprofessionals clothing allowance will be equal to the bus driver clothing allowance of \$70 per year towards the purchase of a Transportation Department jacket.
6. Payment - The above specified payments will be made to the individual employee on or before December 31 of each school year for that school year.

#### H. FOOD SERVICE LUNCH

Food service employees will be entitled to free lunch on days they are working in the food service program and lunch is being prepared and served for students. Prepackaged food or snack items prepared by outside vendors that are purchased by the school district are excluded from this free lunch provision. Some examples of prepackaged food or snack items would be yogurt, Klondike bars, ice cream sandwiches, and potato chips. Exceptions are prepared food that is served with a student lunch and discarded prepackaged food.

#### I. IN-SERVICE FOR INCLUSIVE EDUCATION

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

#### J. STUDENT MEDICATION

The District will follow the laws governing dispensing medication to students.

### ARTICLE X VACATIONS, HOLIDAYS AND UNSCHEDULED CLOSINGS

#### A. HOLIDAYS

All employees working more than fifteen (15) hours each week will be paid for the following holidays if they occur on or are legally celebrated during the work year in which the employee is scheduled to work (e.g., school year employees will not be eligible for July 4th holiday, etc.):

Labor Day	New Years Eve Day
Thanksgiving Day	New Years Day
Day After Thanksgiving <sup>Note 1</sup>	Good Friday <sup>Note 2</sup>
Christmas Eve Day	Memorial Day
Christmas Day	July 4th

1. If an employee is required to work on the Friday following Thanksgiving, the employee will be paid double time, or if mutually agreeable to the employee and his/her Supervisor, straight time will be paid and compensatory time off allowed.
2. If Good Friday is a scheduled school day that day or another work day will be designated as the holiday by mutual agreement between the employee and his/her immediate Supervisor. This designated holiday must be used by June 30th each year.

#### B. PERSONAL DAYS

1. Three (3) personal days will be granted each year to all employees equivalent to their normal work day.
2. Personal days are non-accumulative from year to year for all employees.
3. Part-time employees must use their personal days on week days that occur during the school year.



4. Extra days off without pay must be approved in advance by the employee's immediate Supervisor.
5. The three (3) personal days allocated to full-time employees must be used no later than June 30. Personal days that are not used within the year they are allocated will convert to sick days. Personal days allocated prior to July 1, 1983, would remain accumulative.
6. Personal days must be requested in advance and approved by the immediate Supervisor. These days must be taken in equivalent half (1/2) day units. When a personal day is used the employee will be compensated at his/her regular hourly rate for the number of hours normally worked.

**C. PAID VACATION**

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

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

2. School Year Secretaries (full or part time), full-time food service and full-time paraprofessionals who have five (5) years on the seniority list shall receive five (5) days of vacation. The vacation will be paid during the Christmas recess. Any exception must be approved in advance by the Assistant Superintendent for Business and Support Services.
3. Requests - A written request designating the vacation period desired shall be filed with the immediate Supervisor at least two (2) weeks prior to the vacation time requested. The immediate Supervisor will make the final determination on vacation dates requested and will give a response within five (5) working days.
4. Conditions
  - a. A paid vacation day equals the number of hours per day that the employee worked when the day was accrued.
  - b. Employees shall not be paid in lieu of taking vacations.
  - c. Vacation days not used within the year following the year in which they were earned will expire. The non-accumulation example described in this paragraph would hold for all successive years covered by this agreement. Vacation days earned prior to July 1, 1983 would remain accumulative.
  - d. Extra days of vacation without pay will not be allowed except under very unusual circumstances. Extra days off without pay must be approved in advance by the employee's immediate Supervisor.
  - e. All support staff personnel should plan their vacation during the summer months. Single vacation days may be taken with the permission of the immediate Supervisor.
  - f. Three (3) employees per classification (excluding the school year secretaries) will be allowed to schedule vacation during the Christmas and Spring Vacation periods. This will be done on a rotating seniority basis as determined by the Association.

- g. Employees scheduled to work twelve (12) months will be allowed to take their vacation anytime during the year upon approval of their immediate Supervisor.

**D. ACT OF GOD/UNSCHEDULED CLOSINGS or DELAYS**

1. **Limit on Act of God Days** - Nothing in this agreement shall require the Board to keep offices/school and Administration open in the event of inclement weather, or when otherwise prevented by an Act of God. The first two (2) days in each fiscal year that schools are closed for a fully scheduled day (full day, or scheduled half day or early release day) to students due to the above conditions, employees shall not be required to report to their work assignments and shall suffer no loss of wages. "Act of God" days as described above are limited to two (2) per fiscal year.
2. **Emergency Work** - Employees requested to report for work due to emergencies such as snow removal, heating system repair etc., during such inclement weather conditions shall be compensated at one and one-half (1-1/2) times their regular rate of pay.
3. **School Delays** – When school is delayed from opening due to Act of God Days, employees scheduled to work on that day will report to work based on the chart below. Those positions who “Must Report” will be compensated for the actual hours worked. There will be no compensation for lost time for positions that are only required to “Report with Students” on these delay days.
4. **School Closing/Delays - What to do**

<b>CLASSIFICATION</b>	<b>1<sup>st</sup> &amp; 2<sup>nd</sup> Full Day Closings</b>	<b>Full Day Closings After the 2<sup>nd</sup> day</b>	<b>Delayed Openings</b>
<b>Paraprofessionals</b>	Do not report	Do not report	Report with students
<b>Grounds and Maintenance</b>	Contact Bldg & Grounds Supervisor	Must report	Must report
<b>Custodial/Maintenance</b>	Do not report	Must report	Must report
<b>Food Service</b>	Do not report	Do not report	Must contact Food Service Director
<b>Mechanics &amp; Truck Drivers</b>	Do not report	Must report	Must report
<b>Secretaries</b>	Do not report	Must report	Must report

5. **Additional Information:**

- a. **Full Days Closings:** Employees will be paid for the 1st and 2nd full days in cases where they do not report to work as described in the chart above. Starting with the third day, employees will not be paid, if they do not report to work. If one of the first two Act of God days occurs on a day that is scheduled as a half day or early release day, those hours shall be compensated based on the hours scheduled for that day, but shall be considered a “full day” in terms of the number of Act of God days accrued.

- b. Reporting To Work Or On A Delayed Opening - Starting with the third day, individual employees should make their own decision concerning the safety of driving conditions before reporting to work if they are shown as "Must Report" on the chart above. Employees are not required to report for work, if they feel driving conditions are unsafe or roads are impassable. Secretaries should contact the building principal either at school or at home, if they will not be reporting to work. Custodians, grounds, truck driver and maintenance employees should contact the Supervisor of Building and Grounds.
- c. Recording Time Worked On School Closing Days - Employees who have already reported for work (prior to the school closing) on the 1st or 2nd day when school is closed, will be granted additional pay or paid time off which can be used later on. The paid time off or additional pay will be granted on a 1 to 1 basis for time worked under these circumstances. A record of any time worked must be submitted by the employee to his/her immediate supervisor on the next regularly scheduled work day. The record of time worked on school closing days will be kept by the immediate supervisor.  
  
Paid time off may only be used with the approval of the employee's immediate supervisor. Employee requests to take time off from work using time worked as described in Article X.D.3.c. must be made at least two (2) weeks prior to the time off date requested. Any paid time off that has been accumulated during the school year must be used by June 30<sup>th</sup> of that year.
- d. Recording Time Worked on School Delay Days – Employees will be paid for the hours actually worked on school delay days. There will be no provisions for compensation of loss of wages on school delay days for hours not worked.

E. EMERGENCIES

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

**ARTICLE XI  
LEAVES WITH PAY**

A. SICK LEAVE DAYS

1. Accumulation - At the beginning of the fiscal year, employees shall be credited with the same number of sick leave days as months they are scheduled to work. The maximum accumulation of sick leave days is 300 days.
2. Conditions for Use - Personal illness, disability or emergency medical appointments of the employee and/or spouse, child, parent in the house or for whom the employee is a legal guardian shall qualify for sick leave. If there is a reasonable suspicion of abuse of sick leave, the supervisor may, with concurrent notice to the Association, require a statement from a physician. Absences in excess of five (5) consecutive days may require a statement from a physician. Sick leave may also be used as bereavement leave.
3. Bonus Payment - Full-time employees using four (4) or less sick leave days per year shall receive the equivalent of one (1) day's pay. Part time employees using two (2) or less sick leave days per year shall receive the equivalent of one (1) day's pay. The sick leave usage year shall be measured from 7/1 - 6/30. All days used during the period 7/1 through 6/30 that are chargeable to the employee's sick leave balance shall be used to compute annual sick leave usage.

## B. SICK BANK

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

1. After completion of the probationary period, each new employee shall contribute the equivalency in hours of two (2) sick leave days into the Sick Leave Bank.
2. A Sick Leave Bank Committee composed of two (2) employee representatives and an administrator selected by the Board, shall develop its own guidelines relative to the operation of the Sick Leave Bank. The Committee may grant such additional sick leave to an employee based on demonstrated need. The Committee shall not be compelled to grant sick leave retroactively, and the decision of the Committee will be final and not subject to the grievance procedure. The Committee will meet no later than five (5) school days after any formal request for additional sick leave filed with the Business Office. The Committee may replenish Bank Days by request to the Association, which shall determine the method by which the Bank shall be replenished.
3. Employees shall not be granted salary step advancements nor accrue other contractual benefits while under this paid leave from the sick bank, except insurance.
4. An employee who is eligible for LTD and who is drawing paid leave days from the sick leave bank may not continue to draw from the sick leave bank upon satisfying the 90 day wait requirement for LTD payments.

## C. JURY DUTY

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

## D. WORKER'S COMPENSATION

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

company all claims, problems, reimbursements, etc. must be worked out directly between the employee and the insurance company.

#### E. ASSOCIATION LEAVE

1. Up to fifty-six (56) hours released time per year shall be granted to those individuals approved by the Association President, provided that applications for released time shall be submitted to the Business Office at least five (5) days in advance of the taking of such leave. In cases of emergency the Board may at its discretion waive the five (5) day advance notice requirement. The Association shall reimburse the Board at the cost of the hourly rate (probationary rate) of the substitute(s) for those designated individuals who are released from work for Association conventions and meetings. These days shall not be used for preparation in fact-finding, mediation or grievance processing. For any approved released time per year beyond fifty-six (56) hours, the Association shall reimburse the Board at the cost of the hourly rate of those designated individuals who are released from work for Association conventions and meetings. If the Association does not use fifty-six (56) hours of release time in a year, the unused hours shall accumulate to a maximum of eighty (80) hours.
2. Up to four (4) hours pay per year will be granted to each employee approved by the Association President to attend Association meetings on school property. Applications for release time for Association evening meetings must be submitted by the Association President to the Assistant Superintendent for Business and Support Services at least three (3) days in advance of any meeting date, except in emergencies. Association evening meetings qualifying for release time as described in this paragraph must begin at or after 4:30 PM. Only those employees normally scheduled to work during the time of the meeting will be paid.

#### F. RECORDS

A record of accumulated sick leave days for all classifications except custodial, maintenance, truck driver and grounds will be maintained by the Business Office. Leave records for custodial, maintenance, truck driver and grounds employees will be maintained by the Supervisor of Building and Grounds. All leave records are available for inspection by the employee during normal business hours.

#### G. DEFINITION

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

## **ARTICLE XII UNPAID LEAVES**

#### A. UNPAID MEDICAL LEAVES

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

## B. GENERAL UNPAID LEAVES

An unpaid leave of absence may be granted at the option of the Board to an employee who has successfully completed a probationary period. Each case will be looked at individually and final determination will rest with the Board as to whether or not a general unpaid leave of absence may be granted. In no case will an unpaid leave of absence extend beyond a twelve (12) month period from date of leave (ART. XII, C,3).

## C. CONDITIONS FOR ALL UNPAID LEAVES

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

1. Not entitle the employee to accrual of sick leave or any Board paid fringe benefits, except under the provisions of Article XII, D.
2. Not entitle the employee to advancement on the salary schedule for the time away from actual employment.
3. To be eligible to return to work the employee must, within twelve (12) months notify the Assistant Superintendent for Business and Support Services in writing of his/her intent to return. Timely notification of intent to return shall entitle the employee to the first vacant position (comparable to the vacated position) for which he or she is qualified. Should no comparable vacant position exist, the employee would remain on leave and entitled to the first comparable vacancy for a total of twenty-four (24) months. NOTE: The total duration of leave would not exceed twenty-four (24) months. The refusal of offered comparable employment will terminate the employee's contractual rights and sever employment between the board and the employee.
4. A physician's statement will be required prior to the return from a medical leave of absence. The Board reserves the right to send the employee (at Board expense) to its own doctor for a second opinion.
5. A leave of absence and all contractual rights will automatically terminate, if the employee on the requested leave of absence files for unemployment with the Michigan Employment Security Commission.
6. An employee on a leave of absence will automatically forfeit all contractual rights if he/she takes employment with any other employer during the period of unpaid leave granted by the Kenowa Hills Board of Education.
7. While on a leave of absence, a bargaining unit member may maintain his/her own insurance benefits at the bargaining unit member's own initiative and on a self pay basis whenever that conforms with the policy of the applicable insurance carrier (Art. XIV A.6).

## D. Adoption Leave

Normally up to six weeks of sick days may be used for the adoption of a child. This time may be used before and after the date of the adoption. This time does not have to be used consecutively.

1. Notification to the superintendent's office should be made prior to leave use.
2. District may request proof from the adoption agency for district files.

## E. FEDERAL FAMILY LEAVE ACT

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

## ARTICLE XIII PAYROLL, WAGES, AND COMPENSATION

### A. DEDUCTIONS/CREDIT UNION/ANNUITIES

1. Payroll deductions will be available to employees for any bank which is on the Automated Clearinghouse (ACH) Electronic Deposit Systems, the United Way and the Kenowa Hills Education Foundation. Flexible Benefit and Tax-Deferred programs heretofore approved by the Board shall be available to each employee, however, additional companies will be added only if the Board feels there is sufficient need to do so.
2. Written notification is required for any deduction or change in deduction. Changes will only be made quarterly (July 1, October 1, January 1, and April 1). Credit Union deductions may be changed at any time on the proper written authorization form. The Board assumes no liability other than forwarding the authorized deducted amounts in a timely manner to the proper agency.

### B. STATUTORY WITHHOLDING

Federal and State income taxes are required deductions and will automatically be deducted from gross earnings. Employees have the option of deductions for local income taxes for the Cities of Grand Rapids and/or Walker.

### C. TIME CARDS, PAY PERIODS AND PAY DATES

1. Accrued wages are paid every two weeks. A paycheck covers wages for hours worked through the "pay period ending" on the Friday 2 weeks prior to the Friday when the payroll check is distributed or direct deposited to the employees' bank account. A pay period runs two consecutive Saturday through Friday periods.

Example: An employee works week 1 and week 2. The employee then submits a timecard in week 3. The payroll check for this time card would occur or be dated the Friday of week 4.

2. Employees shall submit a biweekly time card with the exception of those paid on a per diem basis who will complete a time sheet biweekly. The employer may require any classification of support staff employees to utilize a time-clock for the purpose of determining time worked.
3. Pay stubs will show sick leave, personal days and vacation day accumulation totals.

### D. OVERTIME

No employee may work more than eight (8) hours in a given day without the prior approval of his/her immediate Supervisor. The explanation of additional hours must be listed on the time card. When an employee is away from his/her job for any reason, this must be reflected on the time card with an explanation

listed as well. Compensation for overtime is described in Article VIII, B., of this agreement. Compensatory time off may be given instead of overtime pay, if mutually agreeable to the Supervisor and the employee.

#### E. COMPENSATORY TIME OFF (COMP TIME)

Employees may opt to accumulate overtime hours worked as comp time instead of paid overtime. Hours worked over eight (8) on a daily basis or forty (40) on a weekly basis are eligible to be treated as comp time for payroll purposes. Comp time accumulates at the rate of 1-1/2 hours for every hour worked that exceeds 8 hours daily or 40 hours weekly. Example: An employee worked nine (9) hours on a given work day. The first 8 hours are considered straight time for payroll purposes. The 9<sup>th</sup> hour would be considered either overtime or comp time. If the employee chooses comp time, the 9<sup>th</sup> hour recorded as 1-1/2 hours of comp time for accounting purposes.

Comp time may be accumulated to a maximum of 24 hours for school year employees and 40 hours for calendar year employees. Comp time earned may be carried over until it is used or paid off. Any comp time noted on time cards which exceeds the maximums will be paid in wages for the pay period in which it is earned. Employees are responsible for listing any comp time earned or used on their time card covering the affected pay period. Comp time that is not noted on time cards will be disallowed.

Comp time may be used as paid time off from work. Employees may use comp time for this purpose with the prior approval of their immediate supervisor. Requests to use comp time must be made at least two (2) weeks prior to the time off date requested.

#### F. COMPENSATION

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

#### G. MILEAGE

Employees will be reimbursed at the I.R.S. rate per mile for use of their personal vehicle when they are required to leave their assigned work location to go to another work location or to use their vehicle for other purposes to the benefit of the district. The proper mileage form must be completed at the end of each month and sent to the bookkeeper for a reimbursement check to be issued. All mileage reimbursements should be submitted no later than 10 days after the end of the school year. Documentation as to date, miles driven, and purpose should be included on the reimbursement form.

### **ARTICLE XIV INSURANCE/FRINGE BENEFITS**

#### A. UNDERWRITING REQUIREMENTS

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

1. Applications - Upon submission of a proper written application form to the Kenowa Hills Business Office, the Board shall provide the benefits described in this Article for those employees who meet the qualifications stated in this Agreement.
2. New Hires/90 Day Wait - Employees newly hired, recalled by the Board or returning from leave shall be eligible for Board paid premiums upon completion of appropriate forms. In the case of newly hired



employees, eligibility for Board-paid premiums will commence after completion of a ninety (90) calendar day period. Coverage shall become effective on the day appropriate forms are completed.

3. Hour Requirements - In order to qualify for insurance benefits employees must meet specified hour requirements. Full time for benefit purposes is described as thirty-five (35) hours per week. The Board-paid benefits are for eligible bargaining unit members and their eligible dependents as defined by the insurance carrier.
4. Summer Premiums - Employees working ten (10) months will have the July and August premium paid in full by the Board. If the employee does not return in September he/she agrees to reimburse the Board for the July and August premium.
5. Termination - Employees terminating employment with the Board shall have benefits terminated as of 12:00 a.m. on the first day of the month following termination of employment.
6. Unpaid Leaves - An employee on an unpaid leave may continue insurance benefits (within the limitations of the underwriter) for the term of his/her unpaid leave by requesting this in writing and having his/her check covering the full monthly premium at the Board's Business Office one week prior to the beginning of each month. However, to the extent the unpaid leave is a leave under the Federal Family and Medical Leave Act, the rules regarding continuation of health, vision, and dental insurances during such leaves shall apply. See Article XII of this Agreement for a definition of unpaid leaves.
7. When Both Spouses Are Employed - A single person qualifies for individual membership under group provisions. If a husband and wife are both employed by the Board they shall not receive double coverage under this Article.
8. No Double Coverage of Health - The benefits listed in this Article will not be provided to the employee if equivalent benefits are being provided from another employer of the employee or the employee's spouse. It is not the intention of the Board to duplicate health insurance coverage.
9. Copies of Rules and Regulations - The Board agrees to provide the benefit programs described, but within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder. Current copies of all rules and regulations shall be forwarded to the Association President.
10. Board's Responsibility Limited - The Board's responsibility shall not extend to the provision of benefits unless it has failed in meeting its responsibilities which shall be limited to:
  - a. Timely paying of all premiums.
  - b. Complying with all requirements of the Board required by the carrier and/or underwriter.
  - c. Securing insurance coverage no less than that which is outlined in the certificate of insurance on file in the Business Office as of December 1, 2009.
11. "At Work Requirement" - To be eligible for coverage (or increase in coverage), employees must be able to perform the carrier's "at work requirement" with the Board before benefits are effective. Copies of all such at work requirements shall be provided to the Association President.
12. Conversion Right - Employees who have Board provided term life insurance, have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep his/her life insurance in force must contact the insurance carrier within thirty (30) days of his/her last day of employment.

13. Change in Family Status - Changes in family status shall be reported by the employee to the Business Office within thirty (30) days of such change. All changes must be submitted in writing on the proper form. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this. The Board will not be responsible for retroactive premiums because of failure by the employee to complete forms in a timely manner or meet underwriting requirements.
14. Open Enrollment -- An Open enrollment period for health insurance and the flexible spending accounts (FSAs) described in F. of this Article shall be provided annually during the month of October. The effective date for health insurance elections shall be December 1<sup>st</sup>. The effective date for flexible spending account elections shall be January 1<sup>st</sup>. Open enrollment is defined as a one month time frame per year that allows employees to change their type of insurance coverage to any of the choices that are available to their employee category and to make elections under the flexible spending accounts for the upcoming year. Employees may add and/or delete dependents to their insurance coverage at this time. All open enrollment elections must be turned in no later than October 31<sup>st</sup>.

Other qualifying events allow employees to change their type of insurance coverage or their election under the flexible spending accounts. These events are described in the summary plan description for Section 125 flexible benefit plan established by the Board (Art. XIV A.17). These changes must be made within 30 days of the event.

15. Insurance Plan Controlling - The descriptions of benefits in this Article are only general in nature and are superseded and controlled by the terms and conditions of the applicable insurance plan, a copy of which is available for inspection during normal working hours at the Business Office of the Board and are subject to underwriting rules and regulations. A copy will also be filed with the Association President.
16. Information - The Board shall be responsible for providing insurance information (certificates of insurance, claim forms and application forms) made available to them by the insurance company. This information will be available upon request.
17. Flexible Benefits or Cafeteria Plan - The Board shall establish and maintain a cafeteria plan under Section 125 of the Internal Revenue Code. The cafeteria plan shall permit full-time employees and part-time employees who meet the eligibility requirements as determined by the School District to:
  - a. Health, Vision, or Dental Insurance Payment Options for Employee Cost Share  
Voluntarily pay the employee cost share of their health, dental, and vision insurance coverage, if any, on a pre-tax basis. Annual elections for pre-tax deductions towards health insurance coverage through the cafeteria plan will be effective for the period of December 1<sup>st</sup> through November 30<sup>th</sup> of the next year. Election forms will be available in the school district Business Office.
  - b. Optional Cash-in-Lieu Benefits  
The cafeteria plan shall also permit an employee who elects not to receive Board provided health insurance coverage to receive, in lieu of health insurance coverage, additional compensation in an amount described in this Agreement. The additional compensation shall be subject to all required tax withholdings. Employees eligible for this option must request and complete the paperwork with the Business Office.
  - c. Medical Spending or Dependent Care Spending Accounts
    - 1) The cafeteria plan shall also allow eligible employees who are regularly scheduled to work at least 20 hours per week to elect to contribute to a medical spending account on a pre-tax basis to be reimbursed for qualifying medical expenses and/or to contribute to a dependent care spending account on a pre-tax basis to be reimbursed for qualifying dependent care expenses.

- 2) Open enrollment for electing the medical spending accounts and the dependent care accounts (participating and setting deduction amounts) shall be in October of each year. Enrollment forms will be available in the Business Office.
- 3) Annual elections (deductions) for medical and/or dependent care spending accounts are effective for the period of January 1<sup>st</sup> through December 31<sup>st</sup>. Federal IRS rules do not allow deductions to be changed mid-year unless a participating employee has a qualifying change in circumstance (i.e. death or divorce, birth of or adoption of a new child, etc.) Deductions shall be on a pre-tax basis. In addition, new employees shall be offered the opportunity to participate for the remaining months of the calendar year.
- 4) Maximum amounts to be withheld for both medical and/or dependent care spending accounts will be set by the district and those amounts will be given to employees with enrollment documents. The total amount to be withheld will be divided over the 21 or 26 payroll periods or by an average amount of payrolls for support staff members.
- 5) Reimbursements will be made through the Benefits Administrator chosen by the school district. The documentation required and method of submitting for reimbursement will outlined by the Administrator. Reimbursements of at least \$25 will be made, upon approval, within 7-10 working days.

The Board may revise the cafeteria plan, as necessary, to comply with the requirements of the Internal Revenue Code.

#### B. GROUP INSURANCE COVERAGES

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

1. Health– MESSA Choices II health insurance plan within the coverage category in which the employee is included; e.g., full family, two persons, one person and family continuation or sponsored dependent is fully covered by the District. The employee may choose to be covered by MESSA Super Care I and is responsible for the cost difference between Choices II and Super Care I, but not less than \$140.72 per month for 2009-10. In subsequent years, the employee cost share shall be increased by the percent of increase in the Super Care I Full Family Premium.

For those employees choosing to be covered by MESSA Super Care I, the Board will deduct the required employee contributions for the coverage from the employee's pay on a pre-tax basis under the Section 125 flexible benefits plan established by the Board (Art. XIV A.17) provided the employee meets the eligibility requirements for Section 125 deductions.

The health insurance plan will comply with the 166d law regarding abortion coverage deletion. Both health insurance plans will include a \$10/\$20 prescription drug card.

2. Vision – MESSA VSP-3.
3. Life – MESSA Group Term Life Insurance of \$25,000 AD & D.
4. Dental - Delta Dental Plan 75/75/60 with a \$2,500 orthodontic rider. The Class II maximum for Dental coverage will be \$2,500.
5. Long-Term Disability - MESSA LTD Plan 1, 66 2/3%, 90 day modified fill, \$3,500 maximum.

### C. OPTION GROUP INSURANCE COVERAGES

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

1. Vision - MESSA VSP-3.
2. Dental – Delta Dental Plan 100/75/60 with a \$2,500 orthodontic rider. The Class II maximum for dental coverage will be \$2,500.
3. Life - MESSA Group Term Life insurance of \$25,000 AD&D.
4. Long Term Disability - MESSA LTD Plan 1, 66 2/3%, 90 day modified fill, \$3,500 maximum.
5. Additional cash – Beginning in 2009-10, payments for full time employees taking cash in lieu of health insurance will increase as follows:

Current number of employees participate (4)	\$2,542 per year
If 5 participate	\$2,788 per year
If 6 or more participate	\$3,280 per year

This additional cash compensation shall be based on a December 1<sup>st</sup>-November 30<sup>th</sup> benefit year. It shall be apportioned and paid out on biweekly payroll dates when the employee is normally scheduled to be paid. Payments shall be made each year starting with the first December pay date and shall be spread over the remaining pay dates through the first pay in June. Employees terminating employment with the Board shall be ineligible to receive additional cash compensation under this provision after the employee's last day of active employment. Employees who received additional cash compensation for time periods after their last day of active employment agree to reimburse the Board for the full amount of the excess compensation. Note: The employee's election shall be made under the terms of the Section 125 flexible benefits plan established by the Board (Art. XIV A. 17.a.(2)) on the forms available in the Business Office.

### D. INSURANCE PURCHASING (FULL TIME COVERAGES)

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

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

### E. PART-TIME EMPLOYEES

1. Life Insurance - Under the conditions set forth in A. of this Article, for each part-time employee working more than fifteen (15) hours per week but less than thirty-five (35) hours per week, the Board will provide, without cost, MESSA Group Term Life insurance, \$30,000 AD&D. Enrollment forms for life insurance will be available in the Business Office for any eligible employees interested in this coverage.
2. Employee Contribution Requirements - The employee contribution toward group health, dental and vision coverage which are in effect is listed in this Agreement. Employees may elect to pay their share of the cost of these coverages on a pre-tax basis under the Section 125 flexible benefits plan established by the Board (Art. XIV A.17), provided they meet the eligibility requirements as determined by the School

District. Employees who are not eligible to participate in the Section 125 flexible benefits plan are required to pay in advance and no later than the first of each month. Late payment shall result in termination of coverage.

3. 30 to Less Than 35 Hour Employees - For those employees working between thirty (30) and less than thirty five (35) hours per week, one of the following options will be provided at the employee's choice:
  - a. In 2009-10 \$280.50 per month board payment toward the MESSA Choices II or Super Care I medical insurance.
  - b. Additional cash - \$2,124 additional cash compensation shall be paid in 2009-10. This additional cash compensation shall be based on a December 1<sup>st</sup>-November 30<sup>th</sup> benefit year. It shall be apportioned and paid out on biweekly payroll dates when the employee is normally scheduled to be paid. Payments shall be made each year starting with the first pay in December and shall be spread over the remaining pay dates through the first pay of June. Employees terminating employment with the Board shall be ineligible to receive additional cash compensation under this provision after the employee's last day of active employment. Employees who received additional cash compensation for time periods after their last day of active employment agree to reimburse the Board for the full amount of the excess compensation. Note: The employee's election shall be made under the terms of the Section 125 flexible benefits plan established by the Board. (Art. XIV A.17.a.(2)) on the forms available in the Business Office.
4. 20 to Less Than 30 Hour Employees - For those employees working between twenty (20) and less than thirty (30) hours per week, one of the following options will be provided at the employee's choice.
  - a. In 2009-10, \$216.70 per month board payment toward the Choices II or MESSA Super Care I medical insurance.
  - b. Additional cash - In 2009-10, a total of \$1,435 of additional cash compensation shall be paid. This additional cash compensation shall be based on a December 1<sup>st</sup>-November 30<sup>th</sup> benefit year. It shall be apportioned and paid out on biweekly payroll dates when the employee is normally scheduled to be paid. Payments shall be made each year starting with the first pay in December and shall be spread over the remaining pay dates through the first pay of June. Employees terminating employment with the Board shall be ineligible to receive additional cash compensation under this provision after the employee's last day of active employment. Employees who received additional cash compensation for time periods after their last day of active employment agree to reimburse the Board for the full amount of the excess compensation. Note: The employee's election shall be made under the terms of the Section 125 flexible benefits plan established by the Board. (Art. XIV A.17.a.(2)) on the forms available in the Business Office.
5. Option to Participate - Those employees regularly working more than fifteen (15) hours per week may participate at their own expense in the group health, dental and vision coverages which are in effect and listed in this agreement. Participation in any of these coverages is subject to any limitations established by the underwriter of the coverage. Employees may elect to pay their share of the costs of these coverages on a pre-tax basis under the Section 125 flexible benefits plan established by the Board (Art. XIV A.17), provided they meet the eligibility requirements as determined by the School District. Employees who are not eligible to participate in the Section 125 flexible benefit plan are required to pay in advance for these benefits and no later than the first of each month. Late payment shall result in termination of coverage.

## F. OTHER BENEFITS

### Prescription Co-Pay Reimbursement

The school district shall make available a pool of funds to reimburse full and part time teachers and support staff for a portion of their increased costs for prescription drug co-pays in certain circumstances under the new MESSA \$10/\$20 drug card effective 9-1-06. The school district shall develop a Section 105 Health Reimbursement Plan for reimbursing eligible employees for the difference in the co-pay they would have paid under the old \$5/\$10 drug card and the new \$10/\$20 drug card (i.e., their “difference costs”). Employees may be eligible to be reimbursed for the difference costs they incur for prescription drug co-pays under the following circumstances:

- a. \$5 for the difference in cost between the old \$5 co-pay for generic drugs and the new \$10 co-pay for generic drugs.
- b. \$10 for the difference in cost between the old \$10 co-pay for brand-name drugs and the new \$20 co-pay for brand-name drugs.
- c. \$18 for the difference in cost between the old \$2 co-pay on mail order generic drugs and the new \$20 co-pay on mail order generic drugs.
- d. \$38 for the difference in cost between the old \$2 co-pay on a mail order brand name drug and the new \$40 co-pay on the mail order brand name drugs, provided that no generic drug was available.
- e. If an employee voluntarily chooses a brand-name drug when a generic is available, the reimbursement will only be at the difference between the \$5 and \$10 amounts and not the added cost of the brand name drug.

To be eligible for a reimbursement of any difference costs by the school district, employees must first incur co-pay difference costs that exceed \$200 during the period of 9-1-09 to 8-31-10.

Reimbursement is not available for any costs the employee incurs for prescription drugs that are not covered under the MESSA insurance plan, and costs the employee incurs for prescription drugs that are not covered under the MESSA insurance plan do not count toward the \$200 of difference costs that must be incurred before the employee is eligible for reimbursement under this provision of the Master Contract.

Employees with eligible difference costs (costs incurred above the \$200 level will be responsible for submitting a reimbursement request form with documentation of prescription drug co-pay costs they have incurred to the school district Business Office. Employees must accumulate a minimum of \$25 in difference costs (above the stated levels) before they may submit a reimbursement request to the school district Business Office. Reimbursement requests will be processed by the school district Business Office within two (2) weeks of the date they are received. The school district will supply reimbursement forms to employees. Employees may blackout all drug names on the documentation they submit to the school district for privacy.

Part time employees will be reimbursed by the school district based on their current year F.T.E. For example, a .8 FTE would receive an \$8 reimbursement on a brand-name drug (.8 X \$10). NOTE: The \$200 requirement is not prorated for part time employees.

After 8-31-09 employees with co-pay costs that exceed \$200 and that are incurred for the period 9-1-09 to 8-31-10 may submit their reimbursement requests to the Business Office in any amount (no \$25 minimum). The deadline for submitting reimbursement requests for the period of 9-1-09 through 8-31-10 to the Business Office is October 31, 2010. Requests received after the deadline date will be ineligible for reimbursement.

A pool amount of \$15,000 shall be provided by the school district to cover eligible reimbursement requests submitted by teachers and support staff for the period of 9-1-09 to 8-31-10. Any unused pool funds shall be carried over to the pool for the following year. If the \$15,000 pool allocated for the period of 9-1-09 through 8-31-10 is exhausted prior to 8-31-10, employees will be notified that the pool has been exhausted and no additional difference costs incurred by employees during the period of 9-1-09 through 8-31-10 will be reimbursed by the school district.

Employees may not carry over or combine for purposes of reimbursement any difference costs they incurred from any one year period to the next (9-1 to 8-31 of the next year).

There shall be an appeal process for any employee who has submitted difference costs for reimbursement that are denied. Such appeals must be filed with the Business Office within 30 days of the date they are rejected for reimbursement. A form for filing appeals shall be available from the Business Office. Appeals shall be reviewed by the Presidents of KHEA and KHSSA and the Assistant Superintendent for Business/Support Services, and a representative from the KHEA Executive Board.

NOTE: Employees who incur drug co-pay costs that will not be reimbursed by the school district under this provision of the Master Contract may submit those costs for reimbursement from the employee's Medical Flexible Spending Account under the school district's Section 125 Plan, provided the employee has completed an election form for the Medical Flexible Spending Account under the Section 125 Plan. Employees may NOT be reimbursed for the same expenses under this provision of the Master Contract and Medical Flexible Spending Account.

## **ARTICLE XV SENIORITY, LAYOFF AND RECALL**

### **A. SENIORITY**

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

### **B. UNIT SENIORITY AND CLASSIFICATION SENIORITY**

1. Employee seniority shall accrue from the employee's date of hire in the unit and the classification.
2. When an employee moves into a different classification the seniority in the prior classification shall be frozen.

3. Each employee who is laid off shall retain their seniority date for a period of twenty four (24) months. Employees who are on an unpaid leave of absence shall retain their seniority date for a period of twelve (12) months (See Article XII, C, 3.).
4. Each new employee hired by the Board shall serve a ninety (90) calendar day probationary period within the school year (days during the summer break do not count for completing the ninety (90) day probation period) during which time he/she shall have no unit seniority or classification seniority. This probationary period may, with mutual agreement of the Association, be extended to one hundred twenty (120) days. Upon successful completion of the probationary period by the new employee, such employee shall receive unit seniority and classification seniority from the date of his/her hire in the bargaining unit. In the event that more than one employee has the same seniority date, there shall be a meeting to establish a tie-breaker. The tie-breaker meeting will be administered by the Association utilizing a "luck-of-the-draw" process. Following the tie-breaker meeting, the Association will provide written notice of rank order of seniority to the Assistant Superintendent for Business and Support Services for all affected employees. The lack of seniority for probationary employees shall be interpreted to mean that the Board may discipline and/or discharge such employees and the employee and/or the Association shall have no recourse to the grievance procedure.

#### C. LOSS OF UNIT SENIORITY AND CLASSIFICATION

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

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

#### D. SENIORITY LIST

The Board shall maintain a list indicating unit seniority and classification seniority of the position in which the employee is currently employed and which shall be available to the Association upon written request. This list shall be posted each semester. If no objections are received within fifteen (15) working days, then each list as posted shall not be subject to the grievance procedure. The Association shall be responsible for the initial seniority lists and compiling, and obtaining agreement from bargaining unit members to all official seniority lists. The initial seniority list, once presented to the Board by the Association, cannot be changed and is not grievable. All employees employed prior to July 1, 1977 will be credited with full-time unit and classification seniority.



## E. LAYOFF

1. Procedure - The word "layoff" means a reduction in the number of employees employed in a bargaining unit position(s) represented by the Association. A layoff can result from an employee's loss of a bargaining unit position, or the employee's loss of regularly scheduled hours resulting in the employee working fifteen (15) hours or less per week for thirty (30) working days. If a layoff occurs for any reason, the following procedure will be used.
  - a. The Superintendent or designee will meet with the Association President or designee and discuss the reduction.
  - b. The Superintendent or designee will attempt to reduce staff through attrition or voluntary layoff.
  - c. If reduction is still necessary, probationary employee(s) employed in those classifications where layoffs shall occur shall be the first to be laid off. Employee(s) who are not on probation, in positions affected by layoff shall be laid off according to the inverse order of their seniority in that classification, provided that a higher seniored person is available and has the necessary qualifications to perform the job responsibilities of the person being laid off in that classification. Layoff notice shall be given at least thirty (30) working days prior to the effective date of the layoff, except in event of an employee work stoppage.
2. Bumping Rights - An employee whose position has been eliminated may, within 10 working days, exercise his/her right to bump any less seniored employee in that classification provided they have the necessary qualifications to assume that position. The employee will have the right to bump the least senior employee in the same classification working the same or closest number of hours as the employee whose job was eliminated.

## F. REDUCTION OF HOURS

Employees regularly scheduled hours of work shall not be reduced except for the least seniored employee in each seniority classification. The intent of this provision is to maintain the employee(s)' regularly scheduled hours from the previous school year. When a reduction in hours occurs, the district has the option to change work schedules, work assignments or any combination thereof in an effort to maintain the hours of the reduced employee. If travel is required, time for travel is paid but mileage will not be paid. The district has the option to change the hours of positions at the time of a vacancy or job creation.

However, in the event of a serious financial concern or budgetary crisis, the Association agrees to meet with the Assistant Superintendent for Business and Support Services or designee to discuss the method of staff reduction.

## G. RECALL

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

## H. TERMINATION

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

## I. ANNEXATION, CONSOLIDATION

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

## ARTICLE XVI VACANCIES, TRANSFERS AND PROMOTIONS

### A. POSTING VACANCIES AND POSTING INFORMATION

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

1. Classification
2. Hours to be worked
3. Location of work
4. Starting date
5. Qualifications

### B. APPLICATION PROCEDURE

Interested employees may apply in writing to the Assistant Superintendent for Business and Support Services or designee, within the five (5) days posting period.

### C. FILLING VACANCIES

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

#### D. PROBATIONARY PERIOD

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

#### E. INVOLUNTARY TRANSFER

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

1. Notification of the employee involved.
2. A plan of improvement or changes that can correct the performance problem(s).
3. A minimum of 60 calendar days to change.

The Association shall be informed of the problem and be involved in the process. Immediate involuntary transfers are possible in an emergency. Transfers due to program changes, bumping, hours protection, reassignment, etc. do not need to follow this transfer plan.

#### F. PARAPROFESSIONAL ASSIGNMENTS

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

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

### **ARTICLE XVII NO STRIKE - NO LOCKOUT**

#### A. STRIKES ILLEGAL

The Association and its individual members agree that a "strike" is not in the interest of the children of Kenowa Hills Public Schools; and, therefore, the Association and its individual members agree not to strike

during the duration of this Agreement. The Association also recognizes that in Michigan strikes by public employees are illegal.

#### B. STRIKE DEFINITION AND EMPLOYEE/ASSOCIATION RIGHTS

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

#### C. WILLFUL VIOLATION

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

#### D. NO LOCK OUT

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

### **ARTICLE XVIII MISCELLANEOUS**

#### A. COPIES OF AGREEMENT

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

#### B. CONTRARY TO LAW

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

#### C. SEVERANCE PAY

1. Amount - After five (5) years of employment by the Kenowa Hills Public Schools, any employee who decides to terminate his/her employment prior to the retirement age required by the Michigan Public School Employee Retirement Act shall receive \$14.00 for each day of sick leave earned and unused.
2. Accumulation - The maximum accumulation of sick leave for employees is 273 days.

#### D. RETIREMENT PAY

Amount – For any employee who has reached the age requirement of the Michigan Public School Employee's Retirement System and retires no later than the end of this contract period (August 15, 2010), sick leave earned and unused at the time of retirement shall be paid as follows:

1-90 days accumulated	\$22 per day
91+ days accumulated	\$32 per day

2. Accumulation - The maximum accumulation of sick leave for employees is 300 days.

#### E. SCHOOL CALENDAR

The 2009-10 Calendar has been inserted in Appendix H.

#### F. COMMITTEES

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

##### 1. District School Improvement

a. The District School Improvement Committee (Kenowa 2020) will develop, implement and evaluate a systemic plan for improving student performance. To that end, the committee will participate in the following:

- 1) District mission and belief statements.
- 2) Broad district-wide goals based on academic standards for all students.
- 3) Curriculum alignment with building and district goals.
- 4) Evaluation process for evaluating the school improvement plan based on data.
- 5) District professional development plans.
- 6) The utilization of community resources and volunteers, i.e. government agencies, museums, etc.
- 7) The role of adult and community education, libraries, and community colleges in the learning process.
- 8) Participatory decision-making process.
- 9) Description of adult roles for which graduates will need to be prepared.
- 10) Identified skills and education need to fulfill these adult roles.
- 11) Provide continued focus (leadership) to all "groups" in the organization to support systemic change.

b. The members of the District School Improvement Committee will consist of the following:

- 1) KHEA representative
- 2) KHSSA representative
- 3) Superintendent
- 4) Board of Education Member
- 5) One teacher from each building
- 6) All building principals
- 7) Assistant Superintendent for Business and Support Services
- 8) Assistant Superintendent for Curriculum and Instruction
- 9) Others mutually agreed upon

c. Information from this committee will be shared with the District Curriculum Council.

2. Special Education Advisory

In order to gain necessary information, clarify needs and concerns, or to resolve differences related to special education issues, any staff member may consult with other appropriate staff members and/or the K.H.E.A. Special Education designee. In addition, the staff member may consult with the Building Principal and/or the district Special Education Director.

The Special Education Director will be responsible to communicate via building staff meetings or a written communication any change in law, policy, or procedure that may effect the general and/or special education staff.

3. District Professional Council

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

4. In the event support staff is impacted by NCLB, the parties will meet to discuss potential implications.

**ARTICLE XIX  
DURATION OF AGREEMENT**

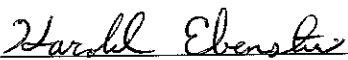
A. EFFECTIVE DATES


This Agreement is effective as of August 15, 2009 and shall continue in effect until the 15th day of August, 2010. Negotiations between the parties shall begin at least sixty (60) days prior to the Agreement expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire unless it is extended for a specific period by mutual written agreement of the parties, except for the provisions of the separate letter of understanding. This Agreement may not be extended orally and it is expressly understood that it expires on the date indicated.

B. SIGNATURES

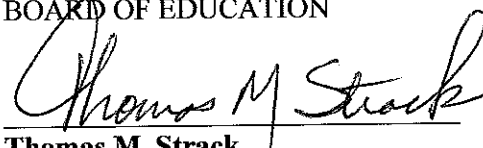
In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective representatives:


ASSOCIATION

  
\_\_\_\_\_  
**Harold Ebenstein**  
**Kent County Education Association**

  
\_\_\_\_\_  
**Richard Wilson, President**  
**Kenowa Hills Support Staff Association**

BOARD OF EDUCATION

  
\_\_\_\_\_  
**Thomas M. Strack**  
**President of the Board**

  
\_\_\_\_\_  
**Jeff Miller, Secretary**

**APPENDIX A**

**PROVISIONS EFFECTING PAY AND SALARY SCHEDULES**

**A. PREMIUM PAY**

	<u>2008-09</u>	<u>2009-10</u>
1. District Head Maintenance	1.00	1.00
Head Custodian - Middle School	.60	.60
Head Custodian - High School	1.25	1.25
Head Custodian - Intermediate	.30	.30
2. Shift Premium - Second shift night premium of 15 cents per hour will be paid to custodians scheduled for the entire second shift. The second shift is defined as starting at 1:30 p.m. or later each day. Third shift premium is 20 cents per hour. Third shift to begin at 11:00 p.m.		

	<u>2008-09</u>	<u>2009-10</u>
3. Food Service Cash Mgr	1.75*	1.75*
Head Cook - Intermediate	.35	.35
Head Cook - Middle School	.50	.50
Head Cook - High School	1.75*	1.75*

\*NOTE: An additional \$0.25 premium will be paid to the Food Service Cash Manager and Head Cook at the High School for additional responsibilities assumed by those positions with a shared Food Service Director with Comstock Park. Those premiums would be reduced at such time that a full time Food Service Director works solely for the Kenowa Hills School District. See the Letter of Understanding on this matter on page 56.

- Asbestos Work - Employees involved in asbestos abatement work will receive an additional \$1.00 per hour while doing such work. The employee will be responsible for providing a breakout of any hours worked in asbestos abatement on his/her weekly time card.

**B. LONGEVITY PAY**

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

<b>Length of Service Completed</b>	<b>Longevity Amount</b>
Less than 7 years of completed service	No Longevity Pay
7 years, but less than 13 years of completed service	\$0.30 per hour
13 years, but less than 19 years of completed service	\$0.40 per hour
19 years of service completed or more	\$0.50 per hour

**C. STEP INCREASE**

- All step increases will be granted effective July 1st each year in lieu of the anniversary date of the individual employee. There will be no step increases for employees at the top (6th) step.
- To advance a step on the wage schedule, the employee must have completed one half or more of the regularly scheduled work/paid days per year prior to July 1. Less than one half the days shall result in no step advancement.

3. There has not been an established agreement regarding necessary time worked for step advancement. Time paid shall be considered time worked. Examples may include paid sick leave, vacations, holidays, personal and bereavement leaves. Time paid from the sick leave bank shall not be considered time worked.
4. Unpaid leave, including compensation not paid by the employer will not count as time worked. For example, unpaid medical leaves, unpaid vacations, layoff, workers compensation, long term disability, etc. shall not be counted as time worked.

#### D. PAY EXCEPTIONS

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

#### E. BANQUETS

1. Any banquet assignment outside of the normal workday is voluntary for the food service employee. Extra time for banquet preparation during the normal food service day will be paid at the employee's regular rate of pay. Hours worked over eight (8) hours in a day or forty (40) hours in a week will be paid at time and a half. School banquets worked will be paid at the employees regular pay rate.
4. Food service employees who want to work banquets will, at the start of each semester, place their name on a list of employees requesting extra work. The food service director will use this list on a rotating seniority basis to assign banquet work. If an employee with knowledge of a specific building is required, the use of the rotating seniority list may be waived.



<b>APPENDIX B SUPPORT STAFF WAGE SCHEDULES</b>							
	<b>Probation</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b><i>Custodians/Truck Driver</i></b>							
2008-09	13.74	13.93	14.22	14.48	14.85	15.71	16.68
2009-10	13.95	14.14	14.43	14.70	15.07	15.95	16.93
<b><i>Grounds</i></b>							
2008-09	14.29	14.51	14.79	15.03	15.39	16.27	17.23
2009-10	14.50	14.73	15.01	15.26	15.62	16.51	17.49
<b><i>Maintenance</i></b>							
2008-09	16.09	16.28	16.57	16.82	17.18	18.08	19.01
2009-10	16.33	16.52	16.82	17.07	17.44	18.35	19.30
<b><i>Paraprofessionals</i></b>							
2008-09	12.16	12.41	12.78	13.16	13.42	13.64	14.31
2009-10	12.34	12.60	12.97	13.36	13.62	13.84	14.52
<b><i>Mechanic I</i></b>							
2008-09	16.79	17.20	17.58	18.10	18.63	18.93	19.67
2009-10	17.04	17.46	17.84	18.37	18.91	19.21	19.97
<b><i>Mechanic II</i></b>							
2008-09	16.59	16.99	17.41	17.89	18.43	18.69	19.47
2009-10	16.84	17.24	17.67	18.16	18.71	18.97	19.76
<b><i>Secretaries</i></b>							
2008-09	14.15	14.53	15.08	15.62	16.16	16.70	17.23
2009-10	14.36	14.75	15.31	15.85	16.40	16.95	17.49
<b><i>Full Time Food Service</i></b>							
2008-09	12.68	12.82	12.99	13.13	13.41	13.63	13.85
2009-10	12.87	13.01	13.18	13.33	13.61	13.83	14.06
<b><i>Part Time Food Service</i></b>							
2008-09	12.15	12.33	12.58	12.84	13.07	13.28	13.50
2009-10	12.33	12.51	12.77	13.03	13.27	13.48	13.70

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

VARIANCE FORM

KENOWA HILLS PUBLIC SCHOOLS
REQUEST FOR MASTER CONTRACT VARIATION
Experimental Programs/School Improvement

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

Building \_\_\_\_\_ Today's Date \_\_\_\_\_

School Improvement Chairperson: \_\_\_\_\_

Staff members involved in planning: \_\_\_\_\_

\_\_\_\_\_

Process used for decision-making:
vote \_\_\_\_\_
majority \_\_\_\_\_
2/3 \_\_\_\_\_
consensus \_\_\_\_\_
quorum \_\_\_\_\_
secret ballot \_\_\_\_\_
other \_\_\_\_\_

Description of the proposed program \_\_\_\_\_

\_\_\_\_\_

Anticipated contract implications (if known) \_\_\_\_\_

\_\_\_\_\_

Impact on other staff (list staff and impact) \_\_\_\_\_

\_\_\_\_\_

Clearly identify goals and objectives of program \_\_\_\_\_

\_\_\_\_\_

Describe process for evaluation \_\_\_\_\_

Time line: Proposed starting date \_\_\_\_\_
Proposed ending date \_\_\_\_\_
Date for evaluation \_\_\_\_\_

Distribution: Principal Superintendent KHEA President KHSSA President Board President





**STEP THREE**

1. Date of Receipt of Grievance: \_\_\_\_\_
2. Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent  
or Designee

\_\_\_\_\_  
Date

3. Position of Association: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Association Officer/Representative

\_\_\_\_\_  
Date

**STEP FOUR**

1. Date Submitted to Arbitration: \_\_\_\_\_

**EMPLOYEE EVALUATIONS**  
**(This form applies to Truck Driver, Custodians, Maintenance and Grounds Employees)**

EMPLOYEE	SCHOOL	DATE
REVIEWED BY		

NOTE: All individual ratings of #1 or #2 require a written explanation.

**JOB EFFECTIVENESS**

Additional Comments

**1. Knowledge of Work**

1. Requires constant assistance or supervision.
2. Demonstrates minimal knowledge of job requirements.
3. Demonstrates acceptable knowledge of job requirements.
4. Seldom requires additional assistance or supervision.
5. Demonstrates superior knowledge of job requirements.

**2. Quantity of Work**

1. Completes an insufficient amount of work in time allotted.
2. Completes an amount of work that is less than would be expected.
3. Completes an appropriate amount of work in time allotted.
4. Completes more work than would be expected.
5. Consistently completes an amount of work beyond expectations.

**3. Quality of Work**

1. Quality of work is consistently unacceptable.
2. Quality of work is occasionally unacceptable.
3. Quality of work is acceptable.
4. Frequently produces a quality of work above what would be expected.
5. Consistently produces superior quality of work.

**4. Communications**

1. Fails to communicate.
2. Occasionally communicates partial information.
3. Communicates when necessary.
4. Communications are clear and consistent.
5. Shares ideas and knowledge consistently.

**5. Problem Solving Skills**

1. Requires constant direction and supervision.
2. Frequently requires some direction and supervision.
3. Occasionally requires some direction and supervision.
4. Seldom requires direction and supervision.
5. Requires no direction or supervision.

## INTERPERSONAL CHARACTERISTICS

## Additional Comments

### 1. Relationships with Other Employees

1. Interacts poorly with other employees.
2. Requires improvement in cooperation and goodwill with other employees.
3. Establishes positive relationships with others.
4. Frequently promotes cooperation and goodwill with other employees.
5. Consistently promotes cooperation and has a positive effect on other employees.

### 2. Interaction with Community N/A

1. Displays poor interpersonal skills.
2. Requires improvement in cooperation and goodwill.
3. Displays a businesslike approach.
4. Establishes positive relationships.

### 3. Interaction with Students N/A

1. Consistently inappropriate or unacceptable manner.
2. Interacts with students in an ineffective manner.
3. Interacts effectively with students in an appropriate manner.
4. Consistently works to improve relationships with students.
5. Consistently demonstrates superior interpersonal skills with students.

### 4. Team Concept

1. Fails to support the concept of teamwork.
2. Utilizes teamwork strategies only when directed to do so.
3. Utilizes a "team" concept to support organizational goals.
4. Frequently promotes team concept to others.
5. Consistently utilizes and promotes a team concept to further organizational goals.

### 5. Responsibility

1. Requires constant supervision.
2. Rarely accepts responsibility or performs without supervision.
3. Requires normal supervision and is as responsible as required.
4. Needs little supervision and accepts more responsibility than required.
5. Requires no supervision and accepts all the responsibility.

### 6. Dependability

1. Requires constant supervision to perform daily routine correctly.
2. Occasionally misses necessary task.
3. Rarely misses necessary task and is reliable.
4. Outstanding reliability and job is always completed correctly.

## PERSONAL CHARACTERISTICS

## Additional Comments

### 1. Punctuality

1. Frequently arrives late to work.
2. Occasionally arrives late to work.
3. Consistently arrives to work on time.
4. Adjust hours to meet needs.
5. Consistently devotes additional time.

### 2. Attendance

1. Frequently absent.
2. Average attendance.
3. Seldom absent.
4. Always present.

### 3. Initiative

1. Consistently requires supervision to set work priorities.
2. Periodically requires supervision to set work priorities.
3. Starts and completes most tasks with little or no supervision.
4. Frequently displays extra initiative.
5. Consistently looks for opportunity to show initiative.

### 4. Attitude

1. Frequently complains and demonstrates a negative attitude.
2. Completes job requirements with little enthusiasm.
3. Completes job responsibilities in a positive manner.
4. Approaches all aspects of job with a positive attitude.

### 5. Effective Use Of Time

1. Consistently does not get work done.
2. Occasionally does not get work done.
3. Work is always completed.
4. Handles interruptions and emergencies well while still completing assigned work.
5. Anticipates needs and coordinates work.

### 6. Eye For Improvement

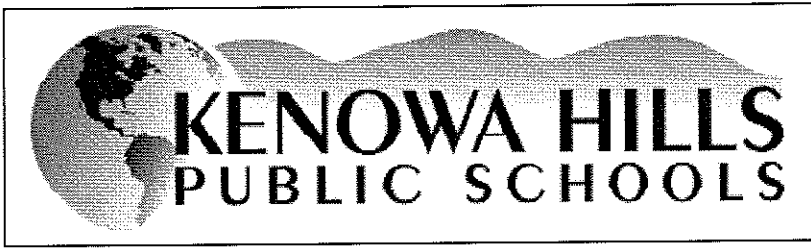
1. Notices problems but passes them up.
2. Makes some suggestions or corrections.
3. Is always trying to make improvements.
4. Doesn't miss an opportunity for improvement.

### 7. Decision Making

1. Seldom makes a decision.
2. Difficulty making independent decisions.
3. Frequently makes appropriate decisions.
4. Always knows when and how to make appropriate decisions.







NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

POSITION: \_\_\_\_\_

**SUPPORT STAFF EVALUATION**

<b>I. <u>WORK CHARACTERISTICS:</u></b>	<b>SATISFACTORY</b>	<b>NEEDS IMPROVEMENT</b>	<b>NOT APPLICABLE</b>
Accuracy	( )	( )	( )
Neatness	( )	( )	( )
Quality	( )	( )	( )
Thoroughness	( )	( )	( )

**COMMENTS/SUGGESTIONS:**

**II. USE OF TIME:**

Work production in time allotted	( )	( )	( )
Punctuality	( )	( )	( )
Ability to set & revise	( )	( )	( )
Organization of time	( )	( )	( )

**COMMENTS/SUGGESTIONS:**

**III. INDEPENDENCE:**

Minimal supervision needed	( )	( )	( )
Appropriate seeking of help	( )	( )	( )
Ability to recognize what needs to be done	( )	( )	( )

**COMMENTS/SUGGESTIONS:**

**IV. SELF IMPROVEMENT:**

Uses opportunities for professional growth	( )	( )	( )
Accepts and uses constructive criticism	( )	( )	( )

**COMMENTS/SUGGESTIONS:**

	<b>NEEDS</b>	<b>NOT</b>
<b>SATISFACTORY</b>	<b>IMPROVEMENT</b>	<b>APPLICABLE</b>

**V. INTERACTIONS WITH PUBLIC-STAFF:**

Ability to handle difficult problems	( )	( )	( )
Ability to listen	( )	( )	( )
Ability to communicate	( )	( )	( )
Cooperation	( )	( )	( )

**COMMENTS/SUGGESTIONS:**

**VI. LOYALTY TO SYSTEM:**

Actions/discussions reflect loyalty to District	( )	( )	( )
--	-----	-----	-----

**COMMENTS/SUGGESTIONS:**

**VII. SUMMARY:**

**EMPLOYEE COMMENTS:**

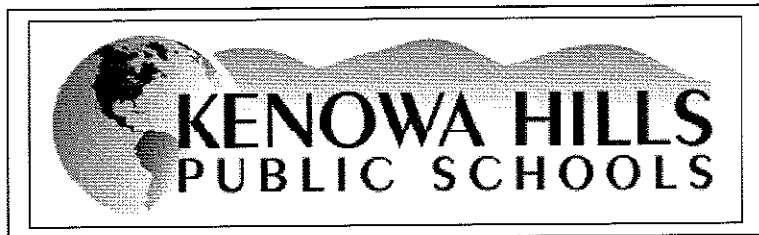
\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

NOTE: The signing of this form by the employee does not necessarily mean he/she agrees with all the things stated, but only that the employee has read the contents. The employee is welcome to attach his/her own comments to this form if the employee wishes.



On the right make specific comments about observations you have made that relate to the attributes. Attach any other comments that may be useful in a constructive review of the employee.

EMPLOYEE \_\_\_\_\_

SCHOOL \_\_\_\_\_

DATE \_\_\_\_\_

EVALUATION PERIOD \_\_\_\_\_ REVIEWED BY \_\_\_\_\_

NOTE: All individual ratings of #1 or #2 require a written explanation.

**JOB EFFECTIVENESS**

Additional Comments

1. **Knowledge of Job**

- 1. Demonstrates none of the basic knowledge needed to perform job.
- 2. Demonstrates minimal knowledge needed to perform job.
- 3. Demonstrates knowledge needed to perform job satisfactorily.
- 4. Demonstrates knowledge needed to perform job very well.
- 5. Demonstrates knowledge to provide a superior job performance.

2. **Quantity of Work**

- 1. Completes an insufficient amount of work in time allotted.
- 2. Completes an amount of work that is less than would be expected.
- 3. Completes an appropriate amount of work in time allotted.
- 4. Completes all work assigned in a timely manner.
- 5. Consistently completes an above average work load in a timely manner.

3. **Quality of Work**

- 1. Consistently demonstrates unacceptable quality of work.
- 2. Occasionally demonstrates unacceptable quality of work.
- 3. Demonstrates acceptable quality of work.
- 4. Frequently produces a quality of work above average.
- 5. Consistently produces superior work quality.

4. **Written Communications**

- 1. Communications frequently contain spelling and grammar mistakes.
- 2. Communications periodically contain spelling and grammar mistakes.
- 3. Communications contain acceptable spelling and grammar.
- 4. Communications are clear using proper spelling, grammar, punctuation and formatting.
- 5. Communications are consistently clear, well written, and do not require review.

5. **Problem Solving Skills**

- 1. Often requires direction to solve problems.
- 2. Requires some direction to solve problems.
- 3. Occasionally requires direction to solve problems.
- 4. Seldom requires direction to solve problems.
- 5. Requires no direction to solve problems.

6. **Service to the Public/Staff and Students**

- 1. Frequently displays attributes of poor customer service skills.
- 2. Periodically displays attributes of poor customer service skills.
- 3. Provides acceptable customer service skills.
- 4. Displays above average customer service skills.
- 5. Consistently displays superior customer relations skills.

## **INTERPERSONAL CHARACTERISTICS**

### **Additional Comments**

### **1. Relationships with Other Employees**

1. Interacts poorly with other employees.
2. Requires improvement in cooperation and goodwill with other employees.
3. Displays cooperation and goodwill to other employees.
4. Frequently promotes cooperation and goodwill with other employees.
5. Consistently promotes cooperation and good will with other employees.

### **2. Interaction with Community**

1. Displays negative public relations skills frequently.
2. Displays some negative public relations skills.
3. Displays acceptable public relations skills
4. Displays a service oriented approach and develops positive relationships.
5. Displays superior, positive public relations skills.

### **3. Team Concept**

1. Fails to support the concept of teamwork.
2. Utilizes teamwork strategies only when directed to do so.
3. Utilizes a "team" concept to support organizational goals.
4. Frequently promotes team concept to others.
5. Consistently utilizes and promotes a team concept to further organizational goals.

### **4. Interaction with Students**

1. Consistently interacts in an ineffective manner.
2. Periodically interacts with students in an ineffective manner.
3. Interacts effectively.
4. Interacts effectively and efficiently with students.
5. Consistently demonstrates superior interpersonal skills.

### **5. Relationship to Organization**

1. Frequently displays uncooperative actions which do not support organizational goals.
2. Periodically displays uncooperative actions which do not support organizational goals.
3. Supports organizational goals.
4. Displays cooperative attitude and frequently promotes goals of the organization.
5. Consistently displays a cooperative attitude and supports and promotes goals of the organization.

## **PERSONAL CHARACTERISTICS**

### **Additional Comments**

### **1. Punctuality**

1. Frequently does not adhere to work schedule.
2. Occasionally does not adhere to work schedule.
3. Adheres to work schedule.
4. Adjusts work schedule to meet needs.
5. Consistently devotes additional time.

### **2. Initiative**

1. Consistently requires supervision to set work priorities.
2. Periodically requires supervision to set work priorities.
3. Starts and completes most tasks with little or no supervision required.
4. Frequently displays extra initiative.
5. Consistently looks for opportunity to show initiative.

**Additional Comments**

3. **Attitude**

1. Frequently complains and displays a negative attitude.
2. Periodically complains and displays a negative attitude.
3. Completes job responsibilities with a positive attitude.
4. Approaches all aspects of job with a positive attitude.
5. Exhibits a superior attitude at all times.

4. **Appearance**

1. Frequently presents an inappropriate image.
2. Occasionally presents an inappropriate image.
3. Presents an appropriate image.

5. **Self Improvement**

1. Displays no initiative to improve job performance.
2. Displays little initiative to improve performance unless directed to do so.
3. Displays initiative in improving job performance.
4. Displays initiative in improving job performance and implements the necessary changes.
5. Consistently looks for opportunities to improve job performance and is able to initiate and implement necessary changes.

**Evaluator Summary:**

**Employee Comments:**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date


NOTE: The employee's signature means the employee has read the evaluation. It does not necessarily mean the employee is in agreement with the evaluation. The employee is welcome to attach his/her own written comments.

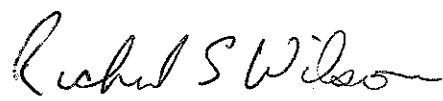
**LETTER OF UNDERSTANDING  
BETWEEN  
KENOWA HILLS PUBLIC SCHOOLS  
AND  
THE KENOWA HILLS SUPPORT STAFF ASSOCIATION/KCEA  
RE: THE FOOD SERVICE PREMIUM AND FULL-TIME DIRECTOR**

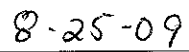
The above named parties agree to the following provisions:

1. At the time of the settlement of this contract, Kenowa Hills and Comstock Park Public Schools have an existing agreement to share one employee as the Food Service Director for both school systems.
2. Due to this shared Food Service Director position, some of the responsibilities of the High School Head Cook and Food Services Cash Manager are increased.
3. Based on these additional responsibilities, a twenty-five cent (\$0.25) premium will be added to the hourly rate of each of these two employees as noted in Appendix A, page 40.
4. The additional twenty-five cent premium shall be discontinued at such time, if or when, a full-time Food Director is employed solely by Kenowa Hills Public Schools.

  
\_\_\_\_\_  
Robert Zeitter, for the District

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Richard S. Wilson, for the KHSSA/KCEA

  
\_\_\_\_\_  
Date

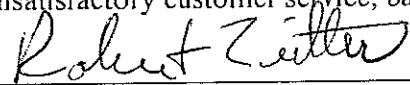
**Letter of Agreement Between the  
Kenowa Hills Public Schools and the  
Kenowa Hills Education Association (KHEA) and the  
Kenowa Hills Support Staff Association (KHSSA) and the  
Kent County Education Association (KCEA)**

RE: -Tax Deferred Savings Retirement Savings Programs

The parties recognize that new Internal Revenue Service (IRS) regulations governing section 403b Tax Deferred Retirement Savings Programs are scheduled to go into effect January 1, 2009. The Kenowa Hills Public Schools in preparation for the implementation of the new IRS regulations has joined the Michigan Retirement Investment Consortium (MRIC). The school district has elected to eliminate 4 current investment providers that have very low participation numbers from the choice of 403b offerings made previously made available to employees. The four 403b investment providers that will no longer be available starting January 1, 2009 are Design Underwriters, John Hancock, Lake Michigan Credit Union and Mass Mutual.

The parties agree that the school district shall provide through the MRIC the following 403b investment options: AIG/Valic, MEA/Paradigm/Prudential, Plan Member, The Legend Group, Waddell & Reed/Nationwide, Midwest Capital Advisors, GLP & Associates, Lincoln Financial, and Edward Jones, provided they agree to sign the school district's information sharing/service agreement.

The school district agrees that the addition of a 403b investment provider shall generally be bargained with the KHEA, KHSSA and KCEA. Investment providers may not be terminated or removed by the school district as named vendors without bargaining beforehand with the KHEA, KHSSA and KCEA. However, in the event an investment provider voluntarily withdraws from the MRIC or is terminated by the MRIC due to financial condition, poor investment performance relative to peer group, excessive fees or unsatisfactory customer service, bargaining shall not be required.

  
\_\_\_\_\_  
Robert Zeitter, Kenowa Hills Public Schools

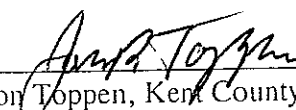
11-25-08  
Date

  
\_\_\_\_\_  
Sandra Carter, Kenowa Hills Education Association

11/25/08  
Date

  
\_\_\_\_\_  
Richard Wilson, Kenowa Hills Support Staff Association

11/25/08  
Date

  
\_\_\_\_\_  
Jon Toppen, Kent County Education Association

11-25-08  
Date



**APPENDIX H**

**KENOWA HILLS PUBLIC SCHOOLS  
2009-10 CALENDAR**

September	02	Professional Development – No School for Students		
	03	Professional Development – No School for Students		
	04	No School for Staff or Students		
	07	Labor Day - No School for Students or Staff		
	08	First Day of School for Students (1/2 Day Students; Full Day Staff)	17 S	19 T
<hr/>				
October			22 S	22 T
<hr/>				
November	06	End of First Quarter		
	09	Additional Kindergarten Conferences 4:00-7:00pm		
	11	Full Day of School Conferences (K-12) 5:00-8:00 pm		
	12	Full Day of School Conferences - Elementary 4:00-7:00pm Conferences - Intermediate 3:00-6:00pm Conferences - Middle School and High School - 5:00-8:00pm		
	16	Full Day of School Conferences - Elementary and Intermediate 5:00-8:00pm Conferences - Middle School and High School 3:00-6:00pm		
	17	Additional Kindergarten Conferences 4:00-7:00pm		
	25-27	Thanksgiving Break	18 S	19.5 T
<hr/>				
December	18	Last full day school		
	21-31	Holiday Break	14 S	14 T
<hr/>				
January	01-03	Holiday Break		
	04	School Resumes		
	20	Full day Staff and Students Middle School Exams-am High School Exams-am		
	21	Full day Staff/1/2 day Students* Middle School Exams High School Exams		
	22	1/2 day Staff and Students* Middle School Exams High School Exams End of First Semester		
	25	No School for Staff or Students	19 S	18.5 T
<hr/>				
February	08	Additional Kindergarten Conferences 4:00-7:00pm		
	11	Full Day of School Conferences (K-12) 5:00-8:00 pm		
	15	Full Day of School Conferences - Elementary 4:00-7:00pm Conferences - Intermediate 3:00-6:00pm Conferences - Middle School and High School - 5:00-8:00pm		
	16	Additional Kindergarten Conferences 4:00-7:00pm		

February	17	Full Day of School Conferences - Elementary and Intermediate 5:00-8:00pm Conferences - Middle School and High School 3:00-6:00pm		
	19-22	No School for Staff or Students	18 S	19.5
March	26	End of Third Quarter	23 S	23 T
April	02	No School		
	05-09	Spring Break		
	23	Professional Development – No School for Students	15 S	16 T
May	31	Memorial Day	20 S	20 T
June	09	Full day students Middle School/High School Exams		
	10	Full day Staff/1/2 day Students* Middle School and High School Exams		
	11	Full day Staff/1/2 day Students* Middle School and High School Exams		
		Last day of school	9 S	9 T
<b>Total Days</b>			<b>175 S</b>	<b>180.5 T</b>

\* 1/2 day for students. Dismissal at following times:      Elementary 11:50 AM      Intermediate 11:15 AM  
Middle School 10:55 AM      High School 11:00 AM

- This Calendar is subject to meeting 1,098 clock Hours and 5 days of professional development for staff.
- Thirteen hours of staff meeting time between September and June will be designated and will meet the requirements for professional development as required by the Michigan Department of Education.
- Support staff may work their regular hours to attend professional development on two of the following days: September 2, September 3 and April 23, with prior approval of their Supervisor/building Principal.