

Godwin Heights Public Schools



Reaching Great Heights

Wyoming, MI 49548

Support Staff Handbook

2007-2008

2008-2009

GODWIN HEIGHTS PUBLIC SCHOOLS

Support Staff Master Schedule

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GODWIN HEIGHTS PUBLIC SCHOOLS

AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of August 2007, by and between the Godwin Heights Board of Education (hereinafter called the "Employer") and the Kent County Education Association/MEA/NEA(hereinafter called the "Union") through its local chapter, the Godwin Heights Support Staff Association (hereinafter called the "Local").

ARTICLE I

Preamble

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

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

ARTICLE II

Recognition

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

- a. All employees in the Godwin Heights Support Staff Association including the following positions: van/delivery driver; bus drivers; head custodian; custodial-maintenance; swing person; maintenance; and maintenance skilled trades; cooks; and food servers, excluding supervisors, and all other employees of Godwin Heights Public Schools or any other employer.
- b. A full-time employee is defined as an employee with a regular assigned position that has 2080 regular work hours (8 hours x 260 days) for their work year.
- c. A part-time employee is defined as an employee with a regular assigned position with regular assigned work hours of less than 2080 work hours for their work year.

- d. A work year is defined as the period of July 1 through June 30. A day is defined as a day when school is in session or when the Central Administration Office is open for business (Monday – Friday excluding holidays) unless otherwise noted in contract provisions.

ARTICLE III
Representation

- 3.1 For purposes of representation, the Employer agrees to recognize a steward and alternate for the first shift and a steward and alternate for the second shift to be selected by the Local Union. Additionally, the Employer agrees to recognize a bargaining committee selected by the Local Union.
- 3.2 The Local shall promptly notify the Employer, in writing, of the names of the stewards, alternate stewards, members of the bargaining committee and the names of the Local of the not later than August 15 each year. The Local will notify the Employer of any changes in these positions that occur after August 15.
- 3.3 In the event a steward is requested to act upon a grievance during working hours, he shall notify his supervisor or other employer representative named by the supervisor to act in his absence, before he leaves his job and shall return to his job as promptly as possible, and upon returning, shall report to his supervisor. Failure to give proper notice will result in loss of pay.
- 3.4 When a representative of the Union desires access to a school building, he/she will obtain permission from the office of the Superintendent or his designee. Permission shall be granted except in extraordinary circumstances.
- 3.5 The employer agrees to release members of the Local Support Union during the school year for one (1) local union meeting and such meeting maybe held at the first or second shift at the Employer's discretion. The Union agrees that the arranged meeting time must be preapproved by the Employer and request at least five (5) days in advance of the said meeting. Such meeting shall not exceed two hours in length.

ARTICLE IV
Grievance Procedure

- 4.1 For the purpose of this agreement the term “grievance” means any dispute between the Employer and the Union, or between the Employer and the employee(s), concerning the effect, interpretations, application, claim or breach or violation of the expressed terms of this agreement. A grievance filed by an employee shall only be valid when submitted within ten (10) after the occurrence of the alleged violation of the expressed terms of the contract on which the grievance is based.
- 4.2 Any such grievance shall be settled in accordance with the following grievance procedure and the grievance form attached as Appendix A:

Step 1. Between the employee, together with his steward, and the immediate supervisor, or between the steward and the immediate supervisor, except that the steward, or the immediate supervisor may require the employee to be present if said steward or supervisor so elects. The immediate supervisor shall give his answer to the steward not later than five (5) days after the grievance is presented to the said supervisor.

Step 2. In all cases where Step 1 does not result in a satisfactory settlement of the grievance, such grievance may be submitted, in writing, to the Director of Employee Relations within five (5) days after it has been answered by the building administrator and/or the supervisor.

- (a) Any grievance thus submitted to the Director of Employee Relations shall then be subject to discussion between the Director and the Bargaining Committee at the next regular meeting between the Director and the Bargaining Committee, or within ten (10) days of submission to the Director, except that if a grievance has been submitted within twenty-four (24) hours of a regular meeting between the Director and the Bargaining Committee it shall, at the request of either the Director or the Chairman of the Bargaining Committee, be deferred until the next regular meeting of the Director and the Bargaining Committee. The Director shall have the privilege of delegating his authority to a member of his staff.
- (b) Meetings of the Director and the Bargaining Committee shall be held as needed upon request by either party. A representative of the Union may be present at the request of the Bargaining Committee. The Director or his designee shall make the Employer's decision in writing within five (5) days after the meeting of the Director or his designee and the Bargaining Committee at which a grievance is discussed.

Step 3: Meeting of the Director and the Bargaining Committee.

- (a) If the grievant is not satisfied with the disposition of the grievance by the Director or his designee, or if no disposition has been made within five (5) days after the meeting, the grievance may be submitted to the Board of Education by filing a written copy thereof with the Secretary or other designee of the Board within five (5) days after the Director or his designee's written response is received or due.
- (b) The Board, no later than its next regular meeting, may hold a hearing on the grievance or review such grievance in executive session. The Bargaining Committee or its representative (if requested in writing) will be allowed to present the Association's position at the Step 3 meeting of the Board of Education. Disposition of the grievance, in writing, by the Board shall be made no later than five (5) days thereafter. A copy of such disposition shall be furnished to the Local President.

Step 4:

- (a) If the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the five (5) day period, the grievance may be submitted by the Union to arbitration.
- (b) The submission of a grievance to arbitration shall be made within ten (10) days after the receipt of the Board disposition or due date of the disposition.

4.3 Any grievance shall be deemed to be settled when not submitted (a) to Step 2, within five (5) days after being presented to the building administrator and/or the supervisor, or (b) to Step 3, within ten (10) days after the Director's or his designee's written response is received or due, or (c) to Step 4 within fifteen (15) days after being presented at a regular board meeting.

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

4.5 Minutes shall be kept of all meetings under Step 2 of the grievance procedure. Such minutes shall be approved by the Director and the Chairman of the Bargaining Committee by placement of their respective initials thereon. The Employer and the Chairman of the Bargaining Committee shall each be furnished with a copy of such minutes.

4.6 In all instances where the term "days" is used in this article it shall refer to work days excluding Saturdays, Sundays and nonworking holidays. A day is defined as 7:30 a.m. to 4:00 p.m.

ARTICLE V
Arbitration Procedure

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

- (a) Within ten (10) working days after either party notifies the other, in writing, that it desires to submit a grievance to arbitration, the party so notifying shall

submit the grievance to arbitration through the Michigan Employment Relations Commission and an arbitrator shall be selected in accordance with its procedures.

- (b) The grievance shall be submitted to the arbitrator and his decision shall be final and binding upon the parties to this agreement, and upon the employees; and shall be compiled with, within five (5) days after the decision is rendered, or within such additional time as the arbitrator may allow. The decision of the arbitrator shall be reduced in writing and be submitted to both the Employer and the Union. The arbitrator shall in his decision specify whether or not the decision is retroactive and the effective day thereof.
- (c) In the event that either party disputes the arbitrability of such grievance, the party may require the arbitrator to decide such issue before proceeding to hear the merits of the case. The disputing party shall be required to pay the arbitrator's fees and expenses for the hearing on the issue of arbitrability.
- (d) The arbitrator, after hearing the grievance in dispute, shall render his decision, in writing, within thirty (30) days after the close of the hearing, or if briefs are filed, within thirty (30) days after the date of filing.

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

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

5.4 The losing party shall pay the expenses and fees of the arbitration.

ARTICLE VI

Discipline Procedures

6.1 The employer, when taking formal action against an employee, shall give a copy of such action to the employee, a copy to the Union President, and a copy shall be retained in the personnel record of the employee. When imposing such discipline, the action shall be limited to the pertinent act causing the reprimand.

However, notwithstanding the previous paragraph, the Employer shall follow the concept of progressive discipline, except when the offense as determined by the Employer may require a more severe penalty, as it considers and reviews the employee's work record before final discipline is imposed. The employer's progressive discipline steps include the

following:

- Verbal warning
- Written reprimand
- Short term suspension without pay
- Long term suspension without pay
- Dismissal

In cases where alleged conduct violation requires an investigation, the Employer may elect to suspend an employee. The suspension shall be with pay until the investigation is completed and/or a Step 2 grievance hearing has been held.

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

- (a) A meeting shall be held under Step 2 of the grievance procedure within five (5) days after any discharge. This paragraph shall not apply to probationary employees.
- (b) If the grievant is not satisfied with the disposition of the grievance by the Director of Employee Relations, the grievance may be submitted to the Board of Education in accordance with Step 3 of the grievance procedure.

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

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

- a. Prior to being placed on probation, the employee will be given a written statement of deficiencies, a plan for correction and a time line for improvement. The statement of deficiencies and plan for correction shall be given to the employee by March 1. In the event necessary improvements do not occur, the employee will be placed on probation by the personnel department starting July 1. If probationary status is caused by a specific inappropriate conduct(s), the employee will be placed on probation at the time of discipline.
- b. It is understood that the probationary period will not be utilized for incidents of gross misconduct that results in the employee's discharge.

- c. Employees placed on either performance or disciplinary probation will not be eligible to apply for vacancies and/or promotions.
- d. Wages of employees on probation will be frozen for the duration of the warning period.
- e. No warning period shall exceed six months. However, the administration may with cause extend any disciplinary probation for an additional six months if sufficient improvements are not made.
- f. In the event a warning period does not produce the necessary improvements in the employee's performance or conduct, the employee will be terminated by the district.

ARTICLE VII Union Security

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

- (a) The local President shall submit to the Director of Employee Relations, in writing, the cost of dues and service fees by August 1st of each school year.
- (b) The Employer shall be free from any liability over establishment of all dues and service fees.

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

ARTICLE VIII Dues Check-Off and Payroll Information

Check-off:

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

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

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

8.2 Union dues, service fees or other authorized Union fee deductions shall be made monthly for a period of ten (10) months from September through June and the amount deducted by the Employer from the pay of Employees, together with a list of all Employees from whose pay deductions have been made, shall be transmitted to the Local Treasurer within a reasonable time after such deductions are made.

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

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

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

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

Payroll Information:

8.7 Accrued salary is paid every two weeks.

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

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

8.10 MEA Financial Services shall be allowed to offer products and services including 403(b) programs, to Godwin Heights Support Staff Association employees upon execution of the signed service agreement.

ARTICLE IX
Seniority

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

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

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

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

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

9.3

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

rights to replace another employee shall be limited to replacing the least senior employee in the same or lesser classification

- b. Bumping of positions among food service employees will not be allowed except under the following circumstances:
 - (1) A position is eliminated
 - (2) A position's regular assigned work hours are reduced by an amount greater than 10 percent.
 - (3) The employee bumping to another position must have greater seniority and the necessary qualifications to perform the work in the position in order to replace the less senior employees.

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

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

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

9.7 The employer shall prepare and maintain a seniority list showing the length of service of all employees with the Employer. Such list shall be posted on the employee bulletin boards and two (2) copies shall be furnished to the President of the Local once each year, not later than August 1. Each employee shall have the right to protest any error in his seniority status within (10) days after the list has been posted.

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

- (1) Quit
- (2) Discharge for cause
- (3) Failure to report to work at termination of leave of absence
- (4) Failure to make known, in writing, within five (5) working days after receipt of a certified letter which has been sent to an employee's last known address on record with the employer notifying the employee to return to work from layoff,

his intention to return to work; or failure to report for work within seven (7) days after the employee notifies the Employer, in writing, of his intention of return to work.

- (5) Employees who are absent from work for any reason, unless on an approved leave of absence will be expected to notify the Employer one (1) hour prior to the starting of work time on the first day of such absence, giving the reason for the absence an expected date of return to work. Five (5) days of absence without notice shall automatically terminate employment seniority.
- (6) Continuous layoff of more than two (2) years; and
- (7) Retirement

9.9 The following shall not be considered as break in accumulated service:

- (1) Absence as required by law for jury duty, court witness, provided the Employer is properly notified in advance; and
- (2) Absence due to National Guard or Military Encampment or Naval training duties, provided the Employer is notified in advance.

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

ARTICLE X

Vacations

10.1 Full-time employees, as defined, shall be entitled to and receive paid vacation days based on the anniversary date of their employment with Godwin Heights Public Schools as follows:

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

10.2

- a. Part-time employees, as defined, with regular scheduled work hours of 1295 hours or more, shall receive paid vacation days based on the anniversary date of their employment with Godwin Heights Public Schools as follows:

- (1) Less than one year – 0 days
 - (2) One year to five years – 5 days
 - (3) Six to nine years – 9 days
 - (4) Ten years and beyond – 10 days
- b. Part-time employees, as defined, with work hours of less than 1295 hours shall not receive paid vacation days.
- c. All hours paid shall be considered hours worked.

10.3 (1) Support staff employees assigned to a building occupied by students are eligible to use up to one half of their allotted vacation days each year during the time school is in session. The usage of these days will be subject to the school calendar and schedule of events.

(2) Compensatory time will be earned when school is cancelled, due to inclement weather or other reasons, for those employees required to work.

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

10.5 If an employee leaves the employ of the Employer, it is understood that an employee who has earned a vacation as provided in Sections 10.1 and 10.2, shall be entitled to his/her vacation pay regardless of the reason for his/her leaving the employ of the Employer.

10.6 The vacation pay due an employee who has died shall be paid by the Employer to the designated beneficiary of the employee within five (5) days of the employee's death. If the employee did not designate a beneficiary, the vacation pay due to the employee will be paid to the estate of the employee as determined by a Court of Record

10.7 The amount due to each employee for his/her vacation shall be paid as designated in writing by the employee for each vacation period as follows:

- (1) The payday immediately prior to the employee's approved vacation period
- (2) The first payday following the employee's approved vacation period
- (3) When the employee becomes entitled to vacation pay
- (4) If the employee does not designate in writing how they want their vacation pay, the vacation pay will be paid the first payday following the employee's approved vacation period

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

10.9 If the employer decides that the building(s) shall be closed and operation(s) shut down for one week during the year, the custodial/maintenance shall be given, whenever possible, at least fourteen (14) days of advance notice.

10.10 The employer may approve advance payment for vacation days prior to the employee's anniversary date in unusual circumstances, which shall be proposed in writing by the employee. This approval will be at the sole discretion of the employer.

ARTICLE XI

Vacancies, Promotions and Transfers

11.1 The Employer agrees to post notice of job vacancies classified as Local Employee positions, for existing and new jobs, on all local bulletin boards for a period of five (5) work days.

11.2 When the Employer chooses to fill a vacancy, the Employer will follow the posting requirements. Vacancies shall be filled by Employees (members) in the Union who apply and are qualified under Section 11.5 of this provision prior to considering outside applicants.

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

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

11.5 In all cases of promotions and transfers in positions covered by this agreement, the following factors shall be considered:

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

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

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

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

11.9 Each year the employer will identify and post regular bus runs for five (5) days on the transportation bulletin board. Bus runs will be selected based on seniority.

- a. A route selection meeting will be held within two weeks before the start of the school year. The most senior bus driver shall have the first choice of assignment, and selection will continue in

order of seniority until all scheduled bus runs have been selected. As school-related programs are permanently added during the school year, route selection bidding will be utilized to distribute additional regular route hours. These hours will be added to daily route schedules and will become regular bus run hours.

- b. Charter runs, which include athletic trips, field trips, Saturday trips overnight trips, and summer transportation. Charter runs shall be assigned to regular bus drivers eligible for such assignment by seniority preference rotation procedures as hereinafter described. All regular drivers shall be eligible to bid on charter runs. The bidding procedure for charter runs will be as follows:

- (1) Charter runs will be for a two week period, Monday through Sunday, for which requests that have been received by noon of the preceding Wednesday shall be posted on the trip list with the corresponding activity noted and given a trip number in consecutive order.

- (2) Regular bus drivers eligible for charter runs shall submit their bids on charter runs by submitting their trip preference list, with trip numbers in rank order of preference, to the supervisor by 1:00 p.m. the preceding Tuesday. Bus drivers shall then be assigned in seniority rotation to their highest ranked charter run remaining unassigned. When a bus driver is assigned a trip or his/her preferences are exhausted without being assigned to a trip, the next most senior bus driver will be up for assignment to his/her most preferred trip remaining unassigned and so on until all preferences have been assigned or exhausted. Unassigned Charter runs will not generally be given to bus drivers if the driver will exceed forty (40) hour in one week, Monday – Sunday.

- (3) The bid box shall be kept in the supervisor's office.

- (4) Any absent driver shall be responsible to submit his/her preference list within the time line.

- c. Unassigned Charter runs:

Charter runs that have not been assigned to regular drivers through the bid process will then be offered to substitute drivers. Should the Employer be unable to find an available substitute driver or other bus drivers willing to accept the charter runs, the Employer will assign the charter runs in reverse seniority order.

- d. Charter runs received after the bid process will follow the regular bidding process.

- e. No trading of charter runs unless approved by the supervisor.

- f. Error/Mistake Make-up:

If it is determined that a driver has been bypassed or deprived of an extra trip by mistake or error, to remedy the situation the driver will be given first preference for extra trip(s) of equal or greater duration to the one missed for the following two weeks prior to the posting of the trip list.

- g. An adult chaperone shall be assigned for each charter run.

- h. Meal Allowance for charter runs:

Lunch	\$7.00
Dinner	\$10.00

Receipt must be turned in for reimbursement.

- i. Pre-Trip Cleanup:
Pre-trip and cleanup time will be 15 minutes in the A.M. and 15 minutes in the P.M. When a bus goes out on a field trip in the evening or on a weekend, fifteen (15) minutes will be allowed for pre-trip and cleanup time.
- j. Down Time:
Drivers having thirty (30) minutes or less of non-work time between work activities shall be paid continuously until a break of over thirty (30) minutes occurs.
- k. Emergency Call In:
Bus drivers shall be paid a minimum of one (1) hour of actual driving time, whichever is greater, for driving an extra trip commencing prior to 3:30 p.m. Bus drivers shall be paid a minimum of two (2) hours of actual driving time, whichever is greater, for driving an extra trip commencing at or after 3:30 p.m. If an extra trip is canceled where the assigned bus driver has been off duty for more than one (1) hour prior to departure time for the extra trip and the assigned bus driver is allowed to report to the Transportation Center without notice of cancellation, the bus driver shall be paid a minimum of two (2) hours.
- l. Absent Regular Driver:
Regular drivers will be called first for substitute work and the least senior is required to accept the assignment if driving schedule is not conflicting.
- m. Bus Drivers:
Handbook - Each bus driver and swing person shall be provided with a copy of the Bus Driver Handbook which shall contain rules, regulations, policies, and other information necessary to the proper performance of bus driving duties including procedures for dealing with student behavior problems. The employee shall sign a statement acknowledging receipt of the handbook

ARTICLE XII Temporary Transfers

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

**ARTICLE XIII
Wage Schedule**

**Godwin Heights Public Schools
2007-08 Wage Schedule**

Custodial/Maintenance

<u>Position</u>	<u>Prob. Rate</u>	<u>Classification Rate</u>	<u>Year 10</u>	<u>Year 15</u>	<u>Year 20</u>	<u>Year 25</u>
Van Driver	\$16.75	\$17.25	\$17.47	\$17.61	\$17.80	\$17.92
Custodian	17.49	17.99	18.23	18.37	18.55	18.67
Head Custodian	17.81	18.31	18.55	18.67	18.85	19.00
Custodial/Maintenance	17.98	18.48	18.67	18.85	19.00	19.17
Swing Person	18.31	18.81	19.02	19.18	19.36	19.51
Maintenance	18.40	18.90	19.14	19.27	19.45	19.58
Skilled Trades	19.64	20.14	20.38	20.57	20.69	20.85

Transportation

<u>Position</u>	<u>Prob Rate</u>	<u>Class. Rate</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 10</u>	<u>Step 15</u>	<u>Step 20</u>	<u>Step 25</u>
Bus Driver	\$15.57	\$16.07	\$16.47	\$16.85	\$17.24	\$17.62	\$17.93	\$18.08	\$18.24	\$18.36
Charter Trips		13.41	13.85	14.57	15.19	15.60				

Food Service

<u>Position</u>	<u>Base</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 10</u>	<u>Step 15</u>	<u>Step 20</u>	<u>Step 25</u>
Cook	\$12.28	\$12.67	\$13.06	\$13.49	\$13.90	\$14.32	\$14.45	\$14.62	\$14.77	\$14.94
Food Server	11.77	12.15	12.56	12.97	13.38	13.80	13.94	14.11	14.25	14.41

**Godwin Heights Public Schools
2008-09 Wage Schedule**

Custodial/Maintenance

<u>Position</u>	<u>Prob. Rate</u>	<u>Classification Rate</u>	<u>Year 10</u>	<u>Year 15</u>	<u>Year 20</u>	<u>Year 25</u>
Van Driver	\$17.09	\$17.59	\$17.82	\$17.96	\$18.15	\$18.28
Custodian	17.85	18.35	18.60	18.74	18.92	19.05
Head Custodian	18.18	18.68	18.92	19.05	19.23	19.38
Custodial/Maintenance	18.34	18.84	19.05	19.23	19.38	19.55
Swing Person	18.68	19.18	19.40	19.56	19.75	19.90
Maintenance	18.78	19.28	19.52	19.65	19.84	19.97
Skilled Trades	20.05	20.55	20.79	20.96	21.10	21.27

Transportation

<u>Position</u>	<u>Prob Rate</u>	<u>Class. Rate</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 10</u>	<u>Step 15</u>	<u>Step 20</u>	<u>Step 25</u>
Bus Driver	\$15.89	\$16.39	\$16.80	\$17.18	\$17.59	\$17.98	\$18.29	\$18.44	\$18.60	\$18.73
Charter Trips		13.68	14.13	14.86	15.50	15.92				

Food Service

<u>Position</u>	<u>Base</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 10</u>	<u>Step 15</u>	<u>Step 20</u>	<u>Step 25</u>
Cook	\$12.53	\$12.93	\$13.33	\$13.76	\$14.18	\$14.61	\$14.75	\$14.92	\$15.07	\$15.24
Food Server	12.01	12.40	12.82	13.23	13.65	14.08	14.22	14.40	14.54	14.71

Wages and Job Classification

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

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

Custodial/Maintenance and Transportation

(a) Probationary rate - Salary rate from the date of hire through a successful probationary period.

(b) Classification rate - Salary rate from the first date after successfully completing the probationary period.

Food Service

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

(b) Classification rate - Salary rate from the first date after successfully completing the probationary period.

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

All Food Servers and Cooks are considered to be first shift employees.

13.4 Should an employee be required to use his/her own vehicle while on the job, the mileage reimbursed by the employer will be at the IRS rate.

ARTICLE XIV Overtime and Premium Pay

14.1 For the purpose of this Agreement and computing of overtime compensation, the regular work week is forty (40) hours and the regular workday is eight (8) hours. With the exception of the swing person position, the work week shall be Monday through Friday. The swing person's work week shall be any five (5) days, Monday through Saturday. It is understood that the above definition does not constitute any specific work shifts or time assignments. Such assignments are the sole responsibility of the Employer.

14.1 a. All school year employees shall be held harmless for the reduction of 4 days in the 2007-08 calendar, as well as any reduction in the 2008-09 calendar. These make-up days shall be mutually agreed upon by the Board of the Association and shall be equivalent to the work hours that the employee is assigned. Possible options for this make-up time are:

- CPR/First Aid Training
- Crisis Intervention Training
- Professional Development/In-Services
- Staff orientation meeting
- Food Service – Organizing and/or inventory of the kitchen
- Food Service – End of the year kitchen clean-up

14.2 With the exception of bus drivers, time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours in any one (1) week or for all hours worked in excess of eight (8) hours in any one (1) day. (NOTE: See Article 30.3). Bus drivers will be paid time and one-half (1-1/2) for all hours worked in excess of forty (40) hours in any one (1) week.

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

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

"Inconvenience pay" shall not be applicable for food service employees when two part time jobs are

combined into one assignment. In addition, section 14.4 shall not be applicable for bus drivers.

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

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

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

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

14.8 All overtime work for the following categories shall be divided equally, when feasible and practicable, on a district-wide basis.

I	II	III
Custodial/Maintenance	Maintenance/Skilled Trades	Food Service

The following procedures will be followed for each category:

- a. An overtime list on a district-wide basis will be developed based on seniority ranking from the employee with the highest seniority to the employee with the lowest seniority.
- b. Employees desiring to work overtime hours will request, in writing, to be placed on the district-wide overtime list by July 1 or each school year and will be for a period of twelve (12) months. Failure to request, in writing, to be placed on the district-wide overtime list will result in the employee not being offered overtime opportunities for a period of twelve (12) months. Requesting to be on the district overtime list is strictly voluntary, however, in all cases the timelines are exact.
- c. When the employee refuses an overtime assignment, such employee will have the hours credited to their personal number of overtime hours worked as though they had worked those overtime hours, however, there will be no pay for hours refused.
- d. The Employer will go down the list of employees by seniority until an employee agrees to work the assigned overtime hours.

- e. In the event of overtime within the Custodial/Maintenance category, Maintenance/Skilled Trades personnel will be included in the overtime rotation. Wages will be computed at the "Custodial" pay rate. In the event no employee from the Custodial/Maintenance/Skilled Trades category agrees to work the overtime hours, the Employer has the right to assign the overtime work to the least senior employee in the Custodial Maintenance/Skilled Trades category or to follow Article 21.1 for using temporary help. In the event Maintenance/Skilled Trades personnel have approved emergency work that needs to be addressed during their overtime assignment, these Maintenance/Skilled Trades employees will be compensated at least two (2) hours during that shift at their classification rate for the emergency work. If this emergency work extends beyond four (4) hours of the original overtime assignment, another employee will be contacted to complete the original overtime duties. The Maintenance/Skilled Trades employee may return to the regular overtime assignment if there is still work to be done.
- f. When following the overtime list, the Employer will offer the overtime hours to the most senior employee on such list in a full rotation of the overtime list. By the way of illustration: when overtime hours are necessary, the hours will be offered to the most senior employee on the list. When a seniored employee on the list accepts the work, the rotation stops with the next highest seniority employee on the list. At such time when overtime hours are necessary again, the offer begins with the highest senior employee who has not been offered overtime hours, and either worked those hours or was credited with those hours when the employee refused the assignment.
- g. Overtime hours assigned and worked will be limited to not more than six(6) hours on a day when the employee has already worked a regular eight-hour shift and not more than eight (8) hours on a day that the employee has not worked a regular shift of eight (8) hours.
- h. The employer will not be required to follow the exact rotation of the district-wide overtime list when the employee(s) on the list is (are) not qualified with the necessary skills or required licenses to perform the necessary work.

14.9 In addition to regular holiday pay, time and one-half (1-1/2) shall be paid for all hours worked on the full holidays hereinabove named and for all hours worked in excess of four (4) hours on the half holidays hereinabove names. Double time shall be paid for all hours worked on Sundays.

14.10 No overtime work shall be performed without express approval or authorization from the Facilities Director or his/her supervisor.

ARTICLE XV New Classifications

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

ARTICLE XVI
Holiday Pay

16.1 The Employer agrees to pay all employees for the number of hours of their regular assignment at their straight time hourly rates of pay, exclusive of shift and overtime premiums, for the ten full days and one-half day (10-1/2) as listed in 16.3 provided they meet all of the following eligibility rules:

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

Holiday pay for bus drivers will be based on the number of assigned regular bus run hours. Extra trip assignments will be excluded from holiday pay consideration.

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

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

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

16.3 New Year's Day, Good Friday (one-half day), Memorial Day, Fourth of July, the Friday before Labor Day, Labor Day, the day before Thanksgiving*, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day shall be observed as holidays. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. If any of the above mentioned holidays do not fall during the employees assigned work year, then that particular day would not qualify for holiday pay and would also reduce the total number of days in Section 16.1 by the applicable amount.

*If school is in session the day before Thanksgiving Day, then the employee will be granted a floating paid leave day. This floating leave day must be approved by the Facilities Director or designee.

ARTICLE XVII
Leaves

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

- (a) Employees on such leave will not be considered for any vacancies that may occur during the leave period.
- (b) Employees, whose leave request has been denied, may resubmit application for leave; however, the action of the Employer upon request for leave are not subject to the grievance and arbitration procedures of the Agreement.
- (c) Employees on such leave shall continue to accrue their seniority.
- (d) Employees on such leave shall not accumulate any benefits and shall be responsible for paying all insurance costs for the period of time they are on unpaid leave.
- (e) Employees qualifying for the Long Term Disability coverage of Section 22.4 of Workers Compensation will automatically be granted leave for the remainder of the contract year.

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

17.3 Leave days:

- (a) Each employee shall be credited with one (1) day per month leave at the end of each month of their scheduled work year. Those persons working less than an eight (8) hour day shall have leave days pro-rated on the basis of the fraction of an eight (8) hour day that they work. The unused portion of said leave days shall be accumulated without limit.
- (b) Leave days shall be used for the following purposes only:
 - 1) Personal illness or injury which renders the employee temporarily disabled for service.
 - 2) Illness in the immediate family not to exceed four (4) consecutive calendar work days (spouse, child, parent). It is expressly understood that such leave is not for babysitting purposes.
 - 3) Five consecutive calendar work days because of death in family (spouse, child, parent, brother, sister, grandparent, grandchild, mother/father-in-law, and those standing instead).
 - 4) Funeral attendance of one (1) day not to exceed three (3) such days per year.
 - 5) Personal business not to exceed two (2) days for custodial/maintenance and bus drivers and three (3) days for food service personnel per calendar year provided that whenever possible the employer has approved the leave at least forty-eight (48) hours in advance. The forty-eight hour notice shall be waived in emergency situations, however, to assure payment for such leave approval must be obtained. This leave is expressly for the transaction of business or for handling matter of personal nature which cannot be attended to on weekends, outside normal work hours or during vacation periods.

It does not include seeking other employment, rendering service or working with or without remuneration for one's self or others religious purposes, recreational activities or for extending a vacation or holiday.

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

6) Beginning in the 2008-2009 year, employees will be granted a leave day on their birthday. If their birthday does not fall on a working day, they may arrange an alternate approved leave day. Employees not taking their birthday leave day off, will be paid at their per diem rate.

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

	<u>2007-08</u>	<u>2008-09</u>
Days 1 – 25	\$45.00 per day	\$45.00 per day
Days 25 – 50	\$50.00 per day	\$50.00 per day
Days 51 – 100	\$55.00 per day	\$55.00 per day
Days 101 and above	\$70.00 per day	\$70.00 per day

(d) Upon exhaustion of their sick leave each employee will be granted one (1) automatic unpaid leave with proof of medical necessity for up to one (1) full year. Any further necessity for such leave during their term of employment must be applied for under Article 17.1, above.

(e) In cases where the employee is paid benefits under the Worker’s Compensation Act, leave payment hereunder shall not exceed the difference between the employee’s regular straight-time wage prior to his/her injury or illness and the benefits paid under the provisions of said Worker’s Compensation Act, until the payment for the Worker’s Compensation Act have expired. Sick leave that has accumulated shall be deducted on a pro-rata basis from the accumulated total days.

(f) Any abuse of paid leave days for purposes other than these stated shall be cause for disciplinary action.

(g) For those employees who sick time has expired prior to the effective date that Long term disability insurance commences, the Board and the Union agree to establish an Emergency Leave Bank which shall either cover or reimburse those eligible employees for lost compensation during the waiting period. The Bank will be annually maintained at no less than fifty (50) leave days. The Bank shall be maintained by each employee contributing a leave day from his/her credited leave days. The transfer of leave days shall be made by the Local President in writing to the Superintendent of Schools. It is understood that the Emergency Leave Bank is used for Long Term Disability only. The maximum number of days an individual shall receive from the sick bank shall not exceed 30 days. The Board of Education shall be held harmless for any decisions made by the Union regarding the Emergency Leave Bank.

Employees with less than ten (10) years of service in the district shall be limited to contributing three (3) days per year. In cases of emergency, employees with less than ten (10) years of service will be permitted to donate more than three (3) days. When necessary the Board agrees to loan days to the Bank. Days loaned shall be repaid by the Association within a period of one (1) year.

17.4 The Board may grant to an employee, without request from said employee, a sick leave because of

physical or mental disability. The Board may request that an employee undergo a physical or mental examination at Board expense when there is administrative concern over the physical or mental well being of said employee. Failure to comply shall be considered cause for disciplinary action up to and including dismissal.

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

17.5 Selective Service Exams:

(a) Those Godwin employees who are selected, through circumstances beyond their control, for examinations by the Selective Service Agencies shall be granted the necessary days of travel prior to and following the exam and the day(s) of the examination with full salary and without loss of any leave days that may have accumulated.

(b) Those Godwin employees who are undergoing a voluntary examination for the purpose of enlisting in a branch of the armed forces shall be granted only those considerations already present in the policy and they shall not receive the considerations listed in paragraph (a) above.

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

17.7 In the implementation of Article XVII, the leave practice of the district will be in compliance with the provisions of the Family Medical Leave Act.

ARTICLE XVIII
No Strike Agreement

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

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

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

ARTICLE XIX
Management Functions

19.1 The management of the employer's operations and the direction of the work force in the operation of the bargaining unit work of the Employer are vested in the Employer exclusively as function of

management, including but not limited to the following rights:

- (a) To hire, recall, transfer and promote employees; to reprimand, demote, suspend and discharge employees for the proper cause, to layoff employees because of lack of work, or for other legitimate reasons; to determine the scheduling of work and the work to be performed by employees; to determine the materials to be used, and the methods, process and equipment to be employed, provided that none of those above management listed rights shall supersede any of the contract provisions dealing with hiring, layoff, recall, transfer, promotion, demotion, discipline, suspension, and discharge of employees.
- (b) To determine the quality of the work performed.
- (c) To adopt and change such reasonable rules and regulations of conduct of its operations that are not in conflict with the provisions of this Agreement, with the understanding that the reasonableness of such rules and regulations is subject to the Grievance Procedure and Arbitration hereunder.
- (d) To enforce such rules and regulations and rules of conduct on its property and in the Employer's building and whenever Employer's employees are acting as representative of the District; which such rules and regulations and rules of conduct shall be enforced in a uniform and consistent manner.

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

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

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

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

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

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

ARTICLE XX

Employee Rights

20.1 Pursuant to Michigan's Public Employment Relations Act, the employer hereby agrees that every member of this bargaining unit shall have the right to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and

protection. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employees with the respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in collective negotiations and the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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

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

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

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

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

ARTICLE XXI

Temporary Help

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

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

ARTICLE XXII

Insurance

22.1 The Board of Education of the Godwin Heights Public Schools District will provide each full-time employee with a hospital/medical benefit program equivalent to MESSA Choices II, excluding all optional benefits, for all full-time employees and their dependents.

a. Beginning in the 2008-2009 school year, the parties agree to move to MESSA Choices II \$10/\$20 prescription drug plan with a \$300 stop loss. Employees shall be responsible for the first \$300 out of pocket prescription drug co-pays. The employee shall provide copies of receipts (names of drugs shall be retracted for privacy reasons) establishing all out of pocket co-pay expenditures. After the first \$300, the District agrees to reimburse employees for all out of pocket prescription co-pay expenditures. The parties further agree that there will be no MAC pricing (ingredient cost difference between brand name and generic equivalent without medical justification) reimbursement. MAC pricing will also not count toward the \$300 co-pay deductible.

Reimbursements shall occur quarterly on the following schedule:

Receipts submitted by:

November 30

February 28

May 31

August 31

Reimbursements paid by:

December 31

March 31

June 30

September 30

The district shall not pay retroactively for receipts submitted after September 30 for expenses incurred from the previous contractual year. The contractual year for prescription drugs co-pay deductible purposes shall be September 1 – August 30.

b. For those employees that wish to continue with Super Care I, the employee will pay the monthly non-PAK rate difference between Choices II (Choices II \$10/\$20 drug plan 2008-09) and Super Care I plus ten (10) dollars. For clarification, the rate difference is based on the coverage selected by the employee (single person to single person; two person to two persons; full family to full family)

Any full time employee may elect to receive the following amount per month as payment in lieu of receiving the hospital/medical benefit. The payment amount will be as follows:

July 1, 2007	----	\$220.00
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July 1, 2008	----	\$220.00
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For the purpose of insurance benefits only, part-time employees may combine two or more part-time assignments in the same classification to calculate the pro-rata portion of available insurance benefits. All hours paid will be considered hours worked for insurance purposes.

2005-06

Part-time employees with 1400 or more work hours will be entitled to full benefits. Those part-time employees working less will receive a pro-rata based on hours worked divided by 1400.

2006-07

Part-time employees with 1500 or more work hours will be entitled to full benefits. Those part-time employees working less will receive a pro-rate based on hours worked divided by 1500.

Any new hire after July 1, 2005, will need to have 2080 regular scheduled work hours to qualify for full benefit coverage. All hours paid shall be considered hours worked for insurance purposes. For those employees working less than 2080 hours, insurance will be prorated.

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

22.3 The Employer shall provide a total of \$40,000, Group Term Life Insurance coverage with AD & D benefits for all employees.

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

- (a) There will be a limit of 66-2/3% income not to exceed \$3,000.00 per month pro-rated over a twelve (12) month period to age 65.
- (b) There will be a forty-five (45) working day waiting period
- (c) There will be financial offsets such as Worker's Compensation, Social Security, other insurance income, etc., established by the insurance carrier to determine its obligations to the Employee.
- (d) The coverage shall become effective at the beginning of the insurance month immediately following the initial date of employment.
- (e) The Employer shall continue to pay disability insurance premiums for disabled employees through June of each year. All other Board paid premiums will terminate at the time the employee can no longer provide service to the district.
- (f) The carrier for Disability Insurance shall be selected by the Board.
- (g) Employees who qualify for such coverage shall be required to participate in this program in lieu of using accumulated paid leave days.

22.5 The Employer will make available to each full-time employee and pay the full monthly premium for Delta Dental Plan or its equivalent of 80% for Class One (I) benefits, 80% for Class Two (II) benefits and 80% for Class Three (III) benefits with an annual maximum of \$2,000.00 per person. Class Four (IV) benefits (Orthodontics) will also be covered at 80%, and will be full family with a maximum lifetime limit of \$2,000.00 per person.

22.6 The Board shall provide and pay the full premium for the VSP-2 MESSA Vision Care program or its equivalency for full-time Custodial/Maintenance, Transportation and Food Service employees.

ARTICLE XXIII

Board Purchased Uniforms

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

- a) Replacement of uniforms shall be made once every twenty-four (24) months without cost to the employee. The van/delivery and three building classifications shall receive four (4) replacement sets. Maintenance personnel shall receive five (5) replacement sets.

- b) Uniform replacement exceptions will be made in cases of unusual wear. However, prior to receiving such replacements, worn-out uniforms must be turned in to the supervisor.

23.2 The Employer shall provide four (4) uniforms every twenty-four months that will be worn by food service personnel.

23.3 The Employer shall provide bus drivers with one (1) all season jacket every twenty-four months.

23.4 An employee shall qualify for said uniforms on the day following his/her probationary period.

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

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

ARTICLE XXIV Physical Examination

24.1 All new employees shall be required to pass a physical examination, only after a conditional job offer has been made by the employer, prior to becoming employed. Each new employee shall have on file with the Superintendent of Schools a completed health form prior to their engaging in any work.

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

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

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

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

ARTICLE XXV
Employee Evaluation

- 25.1 The evaluation of the performance of all employees is the responsibility of the Employer.
- 25.2 All monitoring or similar surveillance devices for observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
- 25.3 Employees shall receive a copy of all formal written evaluations and shall have the right to respond, in writing, to each evaluation to be placed in their file.
- 25.4 The contents of a written evaluation shall not be subject to the grievance procedure.
- 25.5 Employees shall be evaluated on their performance, work habits and behavior while in the employment of the school district.
- 25.6 Each employee upon initial employment shall receive a copy of his/her job description along with a copy of the current evaluation form. Any periodic changes in the job description shall be brought to the attention of the employee(s) and the Local Union.
- 25.7 An employee transferred to a new position or classification shall receive a copy of the new position or classification job description if it varies from his last position or existing classification. New classifications and job descriptions shall be brought to the attention of the Local Union. Copies of the new classifications and/or job descriptions will be furnished the Local Union.
- 25.8 Each employee shall have the right upon written request to review the contents of his/her personnel file. A representative of the Union may, at the employee's request accompany the employee in their review. This review shall be scheduled by the Director of Business and Employee Services and reviewed in his/her presence or designee's presence.
- 25.9 Upon request by the employee, the employer will remove warnings or reprimands from the personnel file in cases where the employee is free of any disciplinary incidents and has satisfactory or better evaluations for a period of at least 24 consecutive months.

ARTICLE XXVI
Protection

- 26.1 Any instance of unprovoked assault upon an employee while in the proper performance of his/her assigned duties shall be promptly reported to the Employer or its designated representative. The Employer shall render all reasonable assistance to the employee in connection with the investigation, prosecution and disposition of the matter by the proper authorities.
- 26.2 Time lost by an employee in connection with such assault shall not be charged against said employee unless he/she is adjudged guilty by a court of competent jurisdiction. The Board reserves the right to require verification of the necessity for such absence prior to making payment for time lost.
- 26.3 The Employer shall reimburse employees for any malicious damage or destruction by students of personal property of the employee while on duty in the school or on or off the school premises in the line of duty, if such property is necessary and required for the performance of their duties and not covered by

insurance. For the purpose of this article, personal property shall not include money. The Board may require proof of cash value at the time of loss or repair charges, prior to making such payment.

- a. In cases where an employee's vehicle is damaged on school property while the employee is on duty, the employee shall be reimbursed 50% of his/her auto insurance deductible, not to exceed \$250.00. In order to receive this reimbursement, the employee must submit a completed accident report to Central Office.

ARTICLE XXVII

Inclement Weather Conditions

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

- (a) Compensatory time shall be given to those employees who report to work. Such compensatory time shall be taken prior to August 31, following the date on which the closing occurred.
- (b) Should normal school operations resume during the afternoon and/or evening hours the employees who are in operation will be called and required to report to work. Compensatory time shall be given to those employees. Failure to report to work when called may result in loss of pay.
- (c) Employees not required to report to work shall be paid but shall not receive compensatory time.

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

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

- (a) Once the school buildings are secured for storm conditions, the custodians and maintenance personnel should leave. They shall not report back to work until the "All Clear" has been announced.
- (b) In cases where less than two (2) hours are left on a shift at the time an "All Clear" is announced, it will not be necessary to report back to work.

ARTICLE XVIII

Waiver Clause

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

have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated and signed this Agreement.

ARTICLE XXIX
Entire Agreement Clause

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

ARTICLE XXX
Miscellaneous

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

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

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

30.4 Use of tobacco products in school vehicles is prohibited.

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

30.6 The Board agrees to make available to each employee a copy of this Agreement and to provide a copy of the same agreement to all new employees entering the employment of the Employer.

30.7 There shall be no "compensatory" time provided to any employee except that which is provided in Article XXVII of this Agreement. Any past practice by the employer to provide compensatory time or any past letters of agreement are now "Null and Void".

ARTICLE XXXI
Annexation - Consolidation

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


ARTICLE XXXII
Effective Date and Duration of Agreement

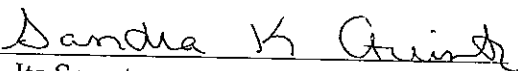
32.1 This Agreement shall become effective on July 1, 2007, and shall continue in full force and effect until June 30, 2009, and this Agreement shall continue in effect and force from year to year after June 30, 2009, unless either the Local or the Employer shall notify the other, in writing, not less than sixty (60) days prior to the expiration of the term, or any extended term, or any extension of the term hereof, then within ten (10) days of the service of such notice, representatives of Employer and the Local shall meet and discuss, negotiate and agree upon such modification. If no agreement as to such modification is reached before the expiration of the terms, or any such modification is reached before the expiration of the term, or any then current extension to the term of this Agreement, as the case may be, this Agreement may be terminated by either party upon giving five (5) days written notice to the other.

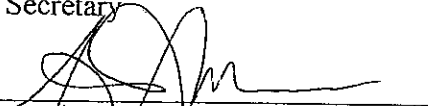
32.2 It is expressly understood by the Local and the Employer that the wage article or any other section of this Agreement cannot be reopened prior to sixty (60) days from the termination date of June 30, 2009, unless by mutual consent of both parties to this Agreement.


THE BOARD OF EDUCATION OF THE
GODWIN HEIGHTS PUBLIC SCHOOLS

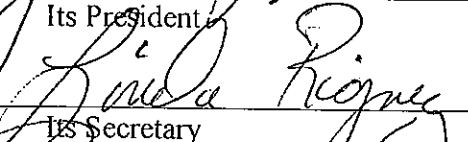
GODWIN HEIGHTS SUPPORT
SUPPORT STAFF ASSOCIATION
LOCAL CHAPTER OF K.C.E.A.

By: 
Its President

By: 
Its Secretary

By: 
Its Chief Negotiator

By: 
Its President

By: 
Its Secretary

By: 
Its Union Rep. KCEA/MEA/NEA

By: 
Its Negotiation Chairperson

APPENDIX A

Grievance Report Form

GRIEVANCE # _____ GODWIN HEIGHTS PUBLIC SCHOOLS

Location Name of Aggrieved Party(ies) Date Filed

Step One:

A. Date of Occurrence: _____

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

C. Statement of Grievance: _____

D. Remedy Sought: _____

E. Disposition by Employer: _____

Signature _____ Date _____

F. Position of Aggrieved Party(ies) _____

Signature _____ Date _____

Step Two:

A. Date of Occurrence: _____

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

C. Statement of Grievance: _____

D. Remedy Sought: _____

E. Disposition by Employer: _____

Signature _____ Date _____

F. Position of Aggrieved Party(ies) _____

Signature _____ Date _____

Step Three:

A. Disposition of the Board: _____

Signature _____ Date _____

B. Position of Aggrieved Party(ies) _____

Signature _____ Date _____

Step Four:

A. Date submitted to arbitration: _____

Signature _____ Date _____

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

Letter of Agreement

RE: Deer Hunting Days

It is the expressed understanding between the Support Staff Association and the Board that the Association is afforded eight (8) days to be applied for the first two days of firearm deer hunting. During this period vacation usage under 10.3 will not be allowed. In addition, a limit of four (4) employees will be allowed vacation usage per day for deer hunting purposes. Anyone qualifying for deer hunting use must have earned vacation day credit in advance. The process for awarding deer hunting days will be determined by the Association.

GODWIN HEIGHTS BOARD OF EDUCATION
Wyoming, MI 49548

STATEMENT OF COMPLIANCE WITH FEDERAL LAWS

It is the policy of the Godwin Heights Public Schools not to discriminate on the basis of age, disability, race, and sex. For concerns or questions regarding the above, contact the EEOC Compliance Officer at 15 - 36th Street SW, Wyoming, MI 49548, Telephone: (616) 252-2090. If your questions are not adequately addressed, refer your concerns to the President of the Godwin Heights Board of Education, 15 - 36th Street SW, Wyoming, MI 49548