

Master Agreement

Between

*The Board of Education of the
Kelloggsville Public Schools*

and the

*Kelloggsville Educational Support Staff Association
(KESSA)*



July 1, 2015 – June 30, 2018

KELLOGGSVILLE PUBLIC SCHOOLS
Kelloggsville Educational Support Staff Association (KESSA)
TABLE OF CONTENTS

Preamble

Article I “Recognition”01
 The Unit01
 Excluded from the Unit.....01
 New Positions01
 No Other Bargaining Unit.....02

Article 2 “Rights”.....03
 Board Rights03
 Association Rights04
 Nondiscrimination of Rights.....04

Article 3 “Professional Behavior and Standards”05
 Enforcement.....05
 Representation.....05
 Arbitrary and Capricious.....05
 Dress Code05

Article 4 “Protection of Unit Members”06
 Responsibilities06
 Board Support06
 Assault.....06
 Complaints06

Article 5 “Working Schedules and Working Conditions”07
 Determining Hours.....07
 Assigned Hours and Work Weeks07
 Schedules09
 Full-Time Maintenance – Utility-Custodians09
 First Shift09
 Second Shift.....09
 Part-Time Maintenance – Utility-Custodians09
 Assigned Schedules09
 Holiday Schedules10
 Food Service10
 Assigned Schedules10
 Paraprofessionals10
 Supervision10
 Bus Drivers10

| | | |
|------------|---|----|
| | Assigned Schedules | 10 |
| | Route Selection Process | 11 |
| | Extra-Trips Bidding Procedure | 12 |
| | No Trading | 13 |
| | Errors/Mistake Make Up | 13 |
| | Meal Allowance | 14 |
| | Lunch Periods | 14 |
| | Breaks | 15 |
| | General Provisions | 15 |
| | Seniority | 19 |
| | Seniority Lists | 19 |
| | Loss of Seniority | 20 |
| | Probationary Period | 20 |
| | Vacancies | 21 |
| | Postings | 21 |
| | Layoff | 23 |
| | Recall | 24 |
| | Evaluation | 25 |
| | Due Process | 25 |
| Article 6 | “Leaves of Absence” | 27 |
| | Leave Days | 27 |
| | Personal Business Days (Chargeable) | 29 |
| | Illness in the Immediate Family | 29 |
| | Paid Leaves Not Charged to Sick Leave | 29 |
| | Bereavement Leave | 29 |
| | Conferences | 30 |
| | Unpaid Leaves | 30 |
| | General Provisions | 31 |
| Article 7 | “Sick Leave Bank” | 33 |
| Article 8 | “Workers Compensation Guidelines” | 35 |
| Article 9 | “Unscheduled School Closings and Delay Days | 36 |
| Article 10 | “Holidays and Vacation Time” | 37 |
| | Holidays | 37 |
| | Vacation Time | 38 |
| Article 11 | “Benefits” | 41 |
| | Health Insurance | 41 |
| | Dental Insurance | 41 |
| | Vision Insurance | 42 |
| | Life Insurance | 42 |
| | Long-Term Disability | 42 |
| | Cash-in-Lieu of | 43 |

| | |
|---|----|
| Qualifying Event..... | 43 |
| Bus Driver’s Benefits Qualification Period | 44 |
| Article 12 “Compensation” | 45 |
| Payment Method | 45 |
| Overtime | 45 |
| Severance Payments for Retiring Unit Members..... | 46 |
| Years of Service..... | 46 |
| Accumulated Days | 46 |
| Article 13 “Grievance Procedures” | 47 |
| Definition | 47 |
| Purpose..... | 47 |
| Procedure | 47 |
| General Rules Governing Arbitration Hearing | 49 |
| Other Provisions: Grievance & Arbitration | 49 |
| Article 14 “Continuity of Operations” | 51 |
| Article 15 “Duration: | 53 |
| Schedules | |
| Schedule “A” Salary | 54 |
| Schedule “B” Benefits | 56 |
| Health | |
| Dental | |
| Vision | |
| Long Term Disability/Life | |

Article 1

1.0 Recognition

1.1 Agreement

This agreement is entered into between the Board of Education of Kelloggsville Public Schools, hereafter called the “Board” and the Kelloggsville Educational Support Staff Association, hereafter called “KESSA”, KCEA, MEA, and NEA.

1.2 The Unit

The unit shall include the following:

- 1.2.1 Full-Time Custodians
- 1.2.2 Part-Time Custodians
- 1.2.3 Maintenance – Full-Time and Part-Time
- 1.2.4 Utility – Full Time and Part Time
- 1.2.5 Bus Drivers
- 1.2.6 Courier
- 1.2.7 Classroom/Educational Paraprofessionals
- 1.2.8 Food Service Employees

1.3 Excluded from the Unit

- 1.3.1 All Supervisors
- 1.3.2 Secretarial/Clerical Employees
- 1.3.3 Crossing Guards and Playground Supervisors
- 1.3.4 Temporary Substitutes and Casual Employees
- 1.3.5 Substitute Teachers
- 1.3.6 Child-Care Workers
- 1.3.7 Administrative Assistants
- 1.3.8 Subcontracted Workers
- 1.3.9 School to Home Coordinators
- 1.3.10 Learning Coaches
- 1.3.11 Teacher Assistants
- 1.3.12 In-School-Suspension (ISS)
- 1.3.13 All other persons employed by the Board who are not included in 1.2

1.4 New Positions

Any new position created by the Board after the ratification date of this Agreement, possessing the same community of interest may be included in this unit. Disputes concerning the “community of interest” of new positions will be submitted to the Michigan Employment Relations Committee.

1.5 Negotiations

The Board agrees not to negotiate with any individual or organization other than the KESSA unit for the duration of this Agreement.

Article 2

2.0 Rights

2.1 Board Rights

- 2.1.1 Establish Policies – KESSA acknowledges that the Board, as officially constituted under the laws of the State of Michigan, is responsible for the establishment of policies designed to govern and maintain the school system.
- 2.1.2 Powers, Rights and Authority – The Board on its own behalf and on behalf of the electors of the school district, retains and reserves 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 the United States, including, but without limiting the generality of the following rights:
- 2.1.2.1 Management and Control – The executive management and administrative control of the school system and its employees, properties and facilities.
- 2.1.2.2 Relationship to Employees – To hire all employees and determine their continued employment, their dismissal or demotion, and to promote and transfer all such employees.
- 2.1.2.3 Additional Rights – The Board delegates administrative staff the responsibilities of enforcing policies; construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, suspension, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all managerial rights and authority as allowed by law.
- 2.1.2.4 Use of Management Rights – Specific management rights in this Agreement are not included to be, nor shall be, restrictive of a waiver of any rights of management not specifically provided for herein whether or not such rights have been exercised in the past.

2.2 KESSA Rights

- 2.2.1 Nondiscrimination of Rights – The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in, or association with, the activities of any employee association.
- 2.2.2 Religious and Political Discrimination – Employees shall be entitled to full rights of citizenship and no religious or political nonemployment activities of any employee or lack thereof shall be grounds of any discipline or discrimination with respect to the employment of the employee. However, KESSA recognizes that it is the employee's responsibility to fulfill his/her employment obligations.
- 2.2.3 Use of Facilities and Equipment – The Board grants to KESSA the right to use school building facilities after making proper application to the building principal for each use desired. The Board shall provide reasonable use of office equipment and supplies for KESSA business consistent with that provided other groups. When possible, bulletin boards in the staff lounge/work room(s) and other media of communications may be made available to KESSA.
- 2.2.4 District Information – The Board agrees to make available to KESSA, in response to a written request to the Superintendent, all district information that is available to the constituents of the school district.
- 2.2.5 Use of School Mail – KESSA may use the inter-school mail, email service employee mailboxes for communications to the unit members.
- 2.2.6 Wearing of Insignias and Pins – The Board agrees that no unit member shall be prevented from wearing insignias or pins of membership in KESSA, either on or off school premises.

Article 3

3.0 Professional Behavior and Standards

- 3.1 Compliance with Policy – The unit members shall comply with reasonable rules, regulations and directions as adopted by the Board or its representatives that are not inconsistent with provisions of this Agreement or the law.
- 3.2 Enforcement – KESSA recognizes that abuse of such rules, regulations, directives, leaves, chronic tardiness or absence, leaving the assigned work site without permission, willful deficiency in professional performance, or other violations of professional behavior by a unit member reflect adversely upon the education profession and create undesirable conditions in the school district, and thus shall be the basis for employee discipline including up to termination. Alleged breaches of this agreement and code of ethics of the educational profession shall be reported to the offending unit member and KESSA within five (5) district business days.
- 3.3 Representation – A unit member who has allegedly committed a breach in his/her professional behavior upon request shall be entitled to have a KESSA representative during an investigatory meeting or disciplinary hearing conducted by the administration. When a request is made for such representation, no further action shall be taken with the respect to the specific unit member until such representative of KESSA is present.
- 3.4 Arbitrary and Capricious – No unit member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage for reasons deemed arbitrary and capricious. Any such discipline, reprimand or reduction in rank, compensation or any professional advantage, shall be subject to the professional grievance procedure. All pertinent change in relevant information forming the basis for the disciplinary action will be made available within five (5) district business days to the unit member and KESSA upon written request of the unit member
- 3.5 Unit Member Dress Code – All employees of Kelloggville Public Schools serve as role models for the students and as leaders in the community. Employees are expected to dress in appropriate professional attire that distinguishes them from students, and to follow basic rules of good grooming and personal hygiene. Unit members that work in classifications that require wearing uniforms will comply by wearing the designated uniform. The supervisor is responsible for maintaining an acceptable standard of dress for employees under his/her supervision.

Article 4

4.0 Protection of Unit Members

- 4.1 Responsibilities – It is the duty of unit members and administrators to maintain control and discipline on the school site and school property. The administration and Board have the responsibility to give support and assistance to unit members in this respect. When in the opinion of the principal and the unit member, a pupil requires the attention of special counselors, social workers, law enforcement personnel or other professional persons, the Board shall, after having received a written referral from the unit member and immediate supervisor, take reasonable steps to relieve the unit member of sole responsibility with respect to such pupil.
- 4.2 Board Support – In the event of legal action against a unit member as a result of any proper action taken by the unit member against a student, the Board will provide counsel for the unit member's defense.
- 4.3 Time Lost – Time lost by a unit member in connection with any incident in this Article shall not be charged against the unit member's leave allowance and the member shall be made whole.
- 4.4 Assault – Any case of assault by a student upon a unit member or by a third party on school grounds or at a school sponsored activity shall be promptly reported to the supervisor, Superintendent and KESSA President. The Superintendent and KESSA President shall meet with the unit member to assess the extent of the assault to advise the unit member of his/her rights and obligations with respect to such assault and when necessary make available legal counsel, counseling, time off with pay, and shall render all reasonable assistance to the unit member in connection with handling of the incident by law enforcement and judicial authorities.
- 4.5 Complaints – Unit members and KESSA leadership shall be notified within five (5) district business days of any specific written and/or documented complaints concerning a unit member which are directed to an administrator.

Article 5

5.0 Working Schedules and Working Conditions

- 5.1 Determining Hours – The daily hours, for all unit members, shall be coordinated by the supervisor. This includes the starting and ending time, break times, and lunch times. The immediate supervisor shall provide a written work schedule to each employee specifying the hours to be worked.
- 5.1.1 Notice of Change – Every effort will be made to provide advance notice to the employee of a change in assignment or building, recognizing that there may be events which preclude any advance notice.
- 5.1.2 Increase Hours – Current unit members may be offered the opportunity to increase (expand) their hours before new employees are hired provided it would not alter the employees current job responsibilities, disrupt the operations of the program, and not exceed forty (40) hours per week or the maximum number of allowable hours in the classification. A unit member's hours will not be reduced for purposes of creating a new position.
- 5.2 Assigned Hours and Work Weeks
- 5.2.1 Full-Time Maintenance – 260 days per year fiscal year and a maximum of eight (8) hours per day for a five (5) day weekly total of forty (40) hours; and a total of 2,080 hours per year. Paid holiday and vacation time, if applicable, is included in the 2,080 hours.
- 5.2.2 Part-Time Maintenance – Variable days and hours per fiscal year, not to exceed two hundred (225) days per fiscal year, and a maximum of 5.75 hours per day for a five (5) day total of 28.75 hours; and a maximum of 1,295 hours per fiscal year. Paid holiday and vacation time, if applicable, isn't included in the 1,295 hours.
- 5.2.3 Full-Time Utility – 260 days per fiscal year and a maximum of eight (8) hours per day for a five (5) day weekly total of forty (40) hours; and a total of 2,080 hours per fiscal year. Paid holiday and vacation time, if applicable, is included in the 2,080 hours.
- 5.2.4 Part-Time Utility – Variable days and hours per fiscal year, not to exceed two hundred (225) days per fiscal year, and a maximum of 5.75 hours per day for a five (5) day total of 28.75 hours; and a maximum of 1,295 hours per fiscal year. Paid holiday and vacation time, if applicable, isn't included in the 1,295 hours.

- 5.2.5 Full-Time Custodian – 260 days per fiscal year and a maximum of eight (8) hours per day for a five (5) day weekly total of forty (40) hours; and a total of 2,080 hours per fiscal year. Paid holidays and vacation time, if applicable, is included in the 2,080 hours.
- 5.2.6 Part-Time Custodian – Variable days and hours per fiscal year, not to exceed two hundred (225) days per fiscal year, and a maximum of 5.75 hours per day for a five (5) day weekly total of 28.75 hours; and a maximum of 1,295 hours per fiscal year. Paid holidays and vacation time, if applicable, isn't included in the 1,295 hours.
- 5.2.7 Bus Driver – Variable days and hours per fiscal year, not to exceed two hundred ten (210) days per fiscal year, and a maximum of eight (8) hours per day for a five (5) day weekly total of forty (40) hours; and a maximum total of 1,680 hours per fiscal year. Paid holidays and vacation time, if applicable, isn't included in the 1,680 hours.
- 5.2.8 Classroom Paraprofessional - Variable days and hours per fiscal year, not to exceed one hundred eighty five (185) days per fiscal year, and a maximum of 5.75 hours per day for a five (5) day weekly total of 28.75 hours; and a maximum total of 1,064 hours per fiscal year. Paid holidays and vacation time, if applicable, isn't included in the 1,064 hours.
- 5.2.9 Food Service Lead #1 – Variable days and hours per fiscal year, not to exceed two hundred (200) days per fiscal year, and a maximum of eight (8) hours per day for a five (5) day weekly total of forty (40) hours; and a maximum of 1,600 hours per fiscal year. Paid holidays and vacation time, if applicable, isn't included in the 1,600 hours.
- 5.2.10 Food Service Lead #2 – Variable days and hours per fiscal year, not to exceed one hundred ninety (190) days per fiscal year, and a maximum of eight (8) hours per day for a five (5) day weekly total of forty (40) hours; and a maximum of 1,520 hours per fiscal year. Paid holidays and vacation time, if applicable, isn't included in the 1,520 hours.
- 5.2.11 Food Service Production – Variable days and hours per fiscal year, not to exceed one hundred ninety (190) days per fiscal year, and a maximum of seven and a half (7.5) hours per day for a five (5) day weekly total of thirty seven and a half (37.5) hours; and a maximum of 1,425 hours per fiscal year. Paid holidays and vacation time, if applicable, isn't included in the 1,425 hours.

5.2.12 Food Service Utility – Variable days and hours per fiscal year, not to exceed one hundred eighty five (185) days per fiscal year, and a maximum of 5.75 hours per day for a five (5) day weekly total of 28.75 hours; and a maximum of 1,064 hours per fiscal year. Paid holidays and vacation time, if applicable, isn't included in the 1,064 hours.

5.2.13 Food Service Transport – Variable days and hours per fiscal year, not to exceed one hundred eighty five (185) days per fiscal year, and a maximum of five (5) hours per day for a five (5) day weekly total of twenty five (25) hours; and a maximum of 925 hours per fiscal year. The Transport classification may be combined with a Production or Utility position as long as the combination doesn't exceed the maximum daily and yearly totals of the Production and/or Utility classifications. Paid holidays and vacation time, if applicable, isn't included in the 925 hours.

5.3 Schedules

5.3.1 Full-Time Maintenance – Utility - Custodians

5.3.1.1 First Shift – The regular working day/week, Monday through Friday, for the first shift full-time employees shall consist of eight (8) consecutive hours per day, with a thirty (30) minute to one (1) hour unpaid lunch, as assigned by the building principal and/or supervisor, which is not included in the eight (8) hour work day. The first shift is any shift that regularly starts on or after 6:00 a.m. to 11:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least five (5) consecutive calendar days scheduled within a one (1) week period Sunday through the following Saturday.

5.3.1.2 Second Shift – The regular working day/week for second shift full-time employees shall consist of eight (8) consecutive hours per day, Monday through Friday, with a thirty (30) minute to one (1) hour unpaid lunch, as assigned by the building principal and/or supervisor, which is not included in the eight (8) hour work day. The second shift is any shift that regularly starts on or after 11:00 a.m. to 6:00 p.m. A shift shall be considered a regular shift if it is of a duration of at least five (5) consecutive calendar days within a one (1) week period Sunday through the following Saturday.

5.3.2 Part-Time Maintenance – Utility – Custodians

5.3.2.1 Assigned Schedules – Starting and ending times shall be set by the supervisor.

The schedules may not consist of consecutive hours on a daily basis. The weekly and yearly hours will not exceed the classification limits. Unit members may be offered the opportunity to increase (expand) their hours before new employees are hired as long as the hours are within the classification limits.

5.3.2.2 Holiday Schedules – During the Christmas holiday, spring break and summer recess, if additional help is needed the supervisor may assign hours to the employee at the classification's daily limits. During these periods the employee will receive their regular rate of pay for the hours worked.

5.3.3 Food Service

5.3.3.1 Assigned Schedules – The Board shall make every effort to schedule the regular work day for each food service employee in consecutive hours. However, if the program needs dictate flexible hours the employee will report as scheduled by the supervisor and receive the regular rate of pay for the hours worked.

5.3.4 Paraprofessionals

5.3.4.1 Assigned Schedules – The building principal shall set the work schedule as to the starting and ending times as well as to the daily and weekly hours per the classification limits. Consideration will be given to assign the unit member to coincide with the regular school day. Paraprofessionals will not receive preparation time as part of their assigned work schedule.

5.3.4.2 Supervision – A paraprofessional may be assigned to recess/playground and lunchroom supervision by the building principal as part of their assigned daily and weekly hours per the classification limits. Also, as part of their hours the principal may assign them to the supervision of students entering the building and at dismissal time as well as departing and entering busses.

5.3.5 Bus Drivers

5.3.5.1 Assigned Schedules – The hours shall be worked as designated through the route selection process, up to eight (8) hours per day and not to exceed forty (40) hours per week including extra-trips. The Director of Transportation may assign additional hours based on program needs, as long as a driver doesn't exceed the forty (40) hour limit.

5.3.5.2 Route Selection Process – A route selection meeting will be held during the month of August each year for selection of designated routes by seniority preference. All of the scheduled routes shall be posted and the most senior bus driver shall have first choice of assignment. Selections shall continue in order of the next most senior bus driver until all scheduled routes have been selected. For purposes of route selection, related a.m. and p.m. routes will be considered as a route.

5.3.5.2.1 Board Determines Routes, Etc. – The Board reserves the right to make any changes in equipment, routes, runs, stops, length and number of runs and routes necessary, for efficient operation of the transportation system in order to meet requirements and/or needs of the District.

5.3.5.2.2 Handbook – Each bus driver shall be provided with a copy of the Bus Driver Handbook that 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 unit member shall sign a statement acknowledging receipt of the handbook.

5.3.5.2.3 Regular Drivers Called for Substitute Work – Regular drivers will be called first for substitute work and the least senior is required to accept the assignment providing a conflict in driving schedule doesn't exist.

5.3.5.2.4 Guaranteed Regular Run – Bus drivers will be paid a one (1) hour minimum for a regular run.

5.3.5.2.5 Pre-Trip Check/Post-Trip Clean Up – Pre-trip check and post-trip clean-up will be ten (10) minutes in the a.m. and ten (10) minutes in the p.m. or any combination approved by the Director of Transportation for a maximum of twenty (20) minutes paid per day, regardless of the number of vehicles used. When the bus goes out on a field trip in the evening (commencing after 3:30 p.m.) or on the weekend, pre-trip check and post-trip clean-up will be a total of ten (10) minutes for both, for a maximum of twenty (20) minutes.

- 5.3.5.2.6 Use of Buses - Drivers are not permitted to take buses home during the day and must return them to the bus garage immediately following the completion of the run.
- 5.3.5.2.7 Rejection of a Bus – Drivers shall have the right to refuse to drive a bus that would be illegal and/or unsafe to drive (e.g. no red flashers).
- 5.3.5.2.8 Maximum Number of Students – Drivers shall not be required to transport more students than the law allows.
- 5.3.5.2.9 Student Discipline – Bus drivers may provide input on the discipline code. Drivers must provide an orderly and safe environment on the bus for the welfare of the students’ safety. Any incidents of inappropriate student behavior must be reported, verbally and in written form, immediately to the principal and Director of Transportation.
- 5.3.5.2.10 Student Medical Conditions – Drivers shall be advised, by the principal, of any medical conditions of students which may necessitate emergency action by the driver transporting the student.

5.3.5.3 Extra-Trips Bidding Procedure – Extra-Trips include athletics, field trips, Saturday trips, overnight trips, and summer trips. All extra trips shall be posted for a two (2) week period, on the trip list with corresponding activity noted and given a trip number in consecutive order. Bus drivers shall submit their bids on extra trips by submitting their trip preference lists, with trip numbers in rank order of preference to the supervisor by noon the preceding Thursday. Probationary drivers shall be eligible to bid on extra trips. The Director of Transportation shall assign all extra trips on an equal basis among the drivers, taking seniority into consideration however; final decisions will rest with the Director of Transportation. Extra trips will not be assigned if the driver will exceed forty (40) hours in one (1) week. Also, drivers are required to stay with their athletic or field trip groups; unless they receive prior approval from the Director of Transportation.

- 5.3.5.3.1 Notification – Bus drivers shall be notified of their assigned extra trip runs by the end of the work day the preceding Friday.
- 5.3.5.3.2 Unassigned Extra Trips – All extra trips for which no driver was assigned, all extra trips for which requests were received after noon the preceding Wednesday and all extra trips assignments unassigned shall be assigned to bus drivers on a rotation basis, in reverse order of seniority by the Director of Transportation.
- 5.3.5.3.3 Field Trips After Bid Procedures – If a field trip is requested after the bid procedure, regular drivers will be given first opportunity to drive. This is not intended to include the athletic schedule that is known in advance. Tournaments will be considered last minute scheduling.
- 5.3.5.3.4 Guaranteed Extra Trip Time – Bus drivers shall be paid a minimum of one (1) hour or 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 one (1) hour or actual driving time, whichever is greater, for driving an extra trip commencing at or after 3:30 p.m. If an extra trip is cancelled and the assigned bus driver is allowed to arrive at the departure site without notice of cancellation, where the extra trip is continuous from a regular scheduled run, the bus driver shall be paid a minimum of one (1) hour. If an extra trip is cancelled 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 driver is allowed to report to the Transportation Center without notice of cancellation, the bus driver shall be paid a minimum of one (1) hour.
- 5.3.5.3.5 No Trading – Bus drivers cannot trade extra trips.
- 5.3.5.3.6 Errors/Mistake Make Up – If a trip on the seniority bid sheet is cancelled and the trip is rescheduled at a later date, it will be placed on the unassigned extra trip rotation schedule. Impacted driver will not get first pick on the next bid sheet. The rotation schedule will continue.

- 5.3.5.3.7 Substitutes Eligible – Substitute drivers may be eligible for extra trips only when regular drivers have rejected such trips or regular drivers are unable to accept the trip because the trip will put them over forty (40) hours.
- 5.3.5.3.8 Chaperons – An adult chaperon shall be assigned for extra trips.
- 5.3.5.3.9 Coaches – Vans – Coaches will drive vans when a bus is not needed.
- 5.3.5.3.10 Meal Allowance Weekday Trips – Weekday trips that are four (4) or more hours with a return after 2:00 p.m. or later, excluding regular routes and schedules; will be allocated a lunch reimbursement of \$12.00. \$15.00 will be allocated for dinner if the driver is out between 4:30 p.m. and 7:30 p.m. An itemized receipt must be turned in for reimbursement
- 5.3.5.3.11 Meal Allowance Weekend Trips – Out between 11:00 a.m. and 12:00 noon will be allocation a lunch reimbursement of \$12.00. \$15.00 will be allocated for dinner. An itemized receipt must be turned in for reimbursement.

5.4 Lunch Period

- 5.4.1 Full Time Maintenance- Utility-Custodian – The unit members shall receive a thirty (30) minute to one (1) hour unpaid lunch period as assigned by the building principal or supervisor. Unit members will not leave early or be paid if a lunch period isn't taken.
- 5.4.2 Part Time Maintenance-Utility-Custodian – Unit members working less than five (5) hours per day will not receive an unpaid lunch period. Unit members working more than five (5) hours a day will receive a thirty (30) minute to one (1) hour unpaid lunch period as assigned by the building principal or supervisor. Unit members will not leave early or be paid if a lunch period isn't taken.
- 5.4.3 Paraprofessionals – Unit members working less than five (5) hours per day will not receive an unpaid lunch period. Unit members working more than five (5) hours a day will receive a thirty (30) minute to one (1) hour unpaid lunch period as assigned by the building principal or supervisor. Unit members will not leave early or be paid if a lunch period isn't taken.

5.4.4 Food Service – Unit members working less than five (5) hours per day will not receive an unpaid lunch period. Unit members working more than five (5) hours per day will receive a thirty (30) minute to one (1) hour unpaid lunch as assigned by the supervisor. Unit members will not leave early or be paid if a lunch period isn't taken.

5.5 Breaks

5.5.1 Maintenance-Utility-Custodians – Unit members working four (4) hours or more shall receive one (1) fifteen (15) minute break per day during the first half of his/her work shift as assigned by the supervisor. Unit members working eight (8) hours will receive one (1) fifteen (15) minute break per day during the second half of his/her work shift as assigned by the supervisor. If a break isn't taken a unit member may not leave early or receive additional pay. Maintenance and Utility unit members shall take their break at whatever school building they happen to be working at or nearest to at break time.

5.5.2 Paraprofessionals – Unit members working four (4) hours or more shall receive one (1) twenty (20) minute break per day. Elementary Paraprofessionals' break may align with the KEA elementary recess schedule or could be spread throughout the work day.

5.5.3 Food Service – Unit members working four (4) hours or more shall receive one (1) fifteen (15) minute break per day during the first half of his/her work shift as assigned by the supervisor. Unit members working eight (8) hours will receive one (1) fifteen (15) minute break per day during the second half of his/her work shift as assigned by the supervisor. If a break isn't taken a unit member may not leave early or receive additional pay. The unit member will take their break at the assigned building.

5.5.4 Bus Drivers – Mid-day breaks: Drivers having a 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.

5.6 General Provisions

5.6.1 Job Descriptions – The Board will develop job descriptions for unit member positions and provide KESSA an opportunity for review and comment prior to placing the job description in effect. These job descriptions shall be utilized when evaluations are made and qualifications determined. The job descriptions shall not be considered as a limit on the unit member's assignment but shall be a general outline of his/her work product. The Board may later revise job descriptions in the same manner.

Whenever possible, the input of representatives of the classifications affected may be sought before any comprehensive changes in job descriptions are adopted by the Board.

- 5.6.2 Medication – If a unit member is required to dispense medication, the supervisor shall provide the unit member with training and specific written instructions regarding the dispensing of medication in accordance with Board policy. Unit members that are required to dispense medications will be provided a copy of the Board policy.
- 5.6.3 Duty Limits – Unit members (Maintenance, Utility, Custodians, and Food Service) will not normally be required to supervise classes, playground duty, or transport students except where the health, safety or welfare of the students are involved.
- 5.6.4 Food Service Assistance – A food service unit member may ask the Food Service Director and/or Building – Grounds Director for assistance in loading or unloading supplies. Assistance may be from food service, custodial, utility, or maintenance unit members.
- 5.6.5 Lounges and Restrooms – The Board shall provide rest areas, lounges and restrooms for unit member use.
- 5.6.6 Bus Driver Restrooms – At all times when drivers are scheduled to be present at the bus garage, they shall have access to restroom facilities and a telephone for personal transportation arrangements or emergencies which must be attended to by personal communications.
- 5.6.7 CDL – A unit member in the classification of maintenance, utility and custodian employed prior to 01 July 2007 will be exempt from obtaining a CDL license, unless if they so elect. A unit member in the classification of maintenance, utility, and custodian hired after 01 July 2007 will be preferred if they obtain the CDL license. Procedures associated with obtaining the CDL will be followed by the district. All fees associated with obtaining a CDL will be paid for by the district.
- 5.6.8 Bus Drivers' Licenses – The Board will reimburse unit members the additional cost above a regular operator's drivers' license for any license and/or endorsement required by law to operate the vehicle/bus. Payment shall be made within thirty (30) days after the submission of proof of the expenditure.
- 5.6.9 Mileage – Any unit member required to use his/her personal vehicle on the job shall receive the District rate per mile.

- 5.6.10 Unit Member Training – Any unit member required to attend job related training by the Board will be compensated at their regular rate of pay. Bus drivers will be compensated at the extra trip rate. The total compensation will not exceed eight (8) hours per day or exceed forty (40) hours for the work week. Unit members that attend training functions on a voluntary basis won't be compensated for their time.
- 5.6.11 Bus Driver Jackets – The Board shall provide, without cost to the unit member, jackets with the following stipulations:
- 5.6.11.1 One (1) winter and one (1) spring jacket will be provided to each driver.
 - 5.6.11.2 The unit group will select the style and color of each jacket.
 - 5.6.11.3 The supervisor will approve the selection and purchase of the jackets.
 - 5.6.11.4 The jackets are to be maintained by the individual.
 - 5.6.11.5 The unit members will receive new jackets every three (3) years.
 - 5.6.11.6 New drivers, after probationary period has been fulfilled, will be provided with one (1) winter and one (1) spring jacket.
- 5.6.12 Maintenance, Utility, Custodian Uniforms – The Board shall provide, without cost to the unit member, two (2) sets of uniforms per year with the following stipulations:
- 5.6.12.1 Uniforms are to be maintained by the individual.
 - 5.6.12.2 New unit members shall be provided with three (3) sets of uniforms the first year.
 - 5.6.12.3 Each day custodian will be provided one (1) set of appropriate clothing for snow removal. These items will remain on site and will be replaced on an “as needed” basis by mutual consent.
 - 5.6.12.4 The Board will furnish the tools necessary to perform maintenance and custodial responsibilities.
- 5.6.13 Food Service Uniforms – The Board shall provide, without cost to the unit member, two (2) sets of uniforms per year with the following stipulations:

- 5.6.13.1 The unit group will select the style and color combination of the shirt and pant.
- 5.6.13.2 The supervisor will approve the purchase.
- 5.6.13.3 The uniforms are to be maintained by the individual.
- 5.6.13.4 New unit members shall be provided with three (3) sets of uniforms the first year.
- 5.6.13.5 The Transport driver shall be furnished with two (2) jackets every three (3) years - - one (1) winter and one (1) spring jacket.
- 5.6.14 Electronic Communications – Telephone facilities shall be made available to staff for their personal use. Long distance calls of a personal nature shall not be charged to the school phone. Computers provided to employees by the Board should be reserved for professional use. Personal communication devices should not be used during work time. Internet and e-mail use will be governed by Board guidelines.
- 5.6.15 Temporary Assignments – The Board reserves the right to fill an opening on a temporary basis; provided that a unit member performing work outside of his/her classification shall receive the rate of pay of the classification, whichever is greater, for all hours worked while filling such assignment.
- 5.6.16 Temporary, Substitute and Casual Positions – Temporary, substitute and casual vacancies/positions are not subject to the terms and conditions of this Agreement. The Board will however post such vacancies for a period of five (5) calendar days. A copy of postings will be sent to the KESSA President.
 - 5.6.16.1 Definition of Temporary – an individual hired as a long-term substitute, which shall not exceed 90 days.
 - 5.6.16.2 Definition of a Substitute – an individual hired for a short-term or intermittent period of time.
 - 5.6.16.3 Definition of Casual – an individual hired for seasonal work.
 - 5.6.16.4 Selection – The selection of temporary, substitute and casual employees is the reserved right of the Board.
 - 5.6.16.5 Seniority – If a temporary, substitute or casual employee is hired for a KESSA unit position; seniority will be retroactive to the first day of continuous service.

- 5.6.16.6 Probation – The probationary period shall start on the first day of employment as a KESSA unit member.
- 5.6.16.7 Pay Rate – Temporary, substitute and casual employees will be paid at the substitute rate or step 1 of the classification, as per the Board’s discretion, and will remain at that rate until hired into the KESSA unit.
- 5.6.16.8 Benefits – Temporary, substitute and casual employees are excluded from receiving any benefits, or paid time off as offered in this Agreement to unit members.
- 5.6.16.9 Substitute for Regular Employee-Pay Rate – Temporary, substitute and casual employees that substitute for a regular unit member will be paid at the substitute rate of the unit classification.
- 5.6.16.10 Grievance – Temporary, substitute and casual employees are excluded from the grievance procedure.

5.7 Seniority

- 5.7.1 District Seniority – Seniority shall be defined as the amount of continuous service to the district from the unit member’s most recent date of hire in his/her classification.
- 5.7.2 Seniority Within Classification – Seniority for purposes of this Agreement shall only accrue while working within the classifications listed in 5.2 of Article 5 and 1.2 of Article 1. Seniority shall not accrue while in positions outside of the KESSA unit, while on approved leave or while on layoff. Seniority in a classification shall not be lost when a unit member transfers from a classification but shall be frozen until such time as the unit member may return to a position within the classification.
- 5.7.3 Ties – In the event more than one (1) unit member has the same length of service in a seniority classification, seniority ranking shall be determined by ranking those unit members in order of the highest four (4) digit numbers taken from the last four (4) digits of each unit member’s social security number.
- 5.7.4 Seniority Lists – The Board shall prepare and maintain a seniority list showing the length of service each unit member has accumulated with in the District and each classification. Copies for each unit member and two (2) additional copies will be furnished to the President of KESSA once each year by 01 December. KESSA will review the list with the unit members for accuracy and make corrections/additions where appropriate. The list will be returned to the Superintendent by 15 January and all changes and

accuracy of the list will be mutually agreed to and verified by the KESSA President and Superintendent signatures. Any events, after 15 January, that may change the contents of the list will be held for the next year seniority list.

- 5.7.5 Loss of Seniority –Seniority shall be lost by a unit member for the following reasons:
- 5.7.5.1 Termination
 - 5.7.5.2 Resignation
 - 5.7.5.3 Absent for five (5) consecutive days without notice to the Board
 - 5.7.5.4 Failure to notify the Board of intent to return to work within three (3) days from the receipt of recall notice or failure to return to work within fourteen (14) days from the effective date of the recall.
- 5.7.6 Non-KESSA Unit Positions – If a unit member accepts a position with the Board which is not included in the KESSA unit, and thereafter within six (6) months, returns to a position within the KESSA unit by the posting procedures, the unit member shall have accumulated seniority in the seniority classification of the KESSA unit from which the unit member left for the time worked in the position not within the KESSA unit. Unit members under the above circumstances shall retain all rights previously accrued in the KESSA unit for the purposes of any benefits provided in this Agreement. If the unit member remains in the position not included in the KESSA unit six (6) months or longer, the unit member shall lose all KESSA unit seniority.
- 5.7.7 Accrual When Off the Job – All Unit Members – Unit members continue to accrue seniority when off the job due to an injury incurred while on the job or during time receiving accumulated sick leave pay, but not during non-work disabilities beyond accumulated leave. Unit members on layoff will not lose or accrue seniority.
- 5.7.8 Probationary Period – Any unit member employed on a regular or part-time basis shall serve sixty (60) calendar day probationary period, from the first day the assignment begins. If a probationary unit member is absent during the probationary period, the probationary period shall be extended accordingly. Probationary unit members shall have no seniority and no other benefits until the successful completion of the probationary period at which time their seniority shall revert to their first day of work. Any benefits that the unit member may be eligible for shall begin

at the completion of the probationary period, including but not limited to; sick leave, holiday pay, insurance benefits or cash-in-lieu of benefits. If at any time prior to the completion of the probationary period the unit member's work performance is unacceptable, he/she may be subjected to termination upon recommendation of the immediate supervisor or other administrative of the school district. The termination of a probationary employee is not subject to the grievance procedure.

5.8 Vacancies

5.8.1 Posting – All vacancies in classifications shall be posted in a conspicuous place in each building for a period of five (5) calendar days and with a copy sent to the KESSA President.

5.8.2 Application – Interested unit members may apply in writing to the Superintendent or designee, within the five (5) day posting period.

5.8.3 Qualifications – Vacancies shall be filled with the “best qualified” applicant. When the qualifications of the applicants are equal, the applicant with the most seniority in the classification in which the vacancy exists, will be given preference for the position. When there are no applicants from within the classification in which the vacancy exists, the most qualified applicant for the vacancy shall be hired. Applications from all current employees shall be considered. Qualifications shall be defined by the Board and stated in the applicable job descriptions.

5.8.4 Trial Period – A unit member assuming a new position in the KESSA unit shall be given a thirty (30) working day trial period during which the unit member may return to his/her former position on the request of either the unit member or the Board

5.8.4.1 During the trial period, the position vacated by the successful applicant may be filled by a temporary non – unit member. The position will be posted at the end of the trial period.

5.8.4.2 In the event the unit member returns to his/her former position during the trial period, he/she will not be permitted to apply for another vacancy for a period of one hundred twenty (120) calendar days from the date of the return to his/her former position.

5.8.5 Bus Driver Postings – When a vacancy occurs, it shall be posted as per 5.8.1

5.8.5.1 Prior to 01 April a vacancy may be filled by a substitute non – unit member bus driver, not to exceed twenty (20) days. After the August route selection meeting,

when a vacancy occurs the most senior driver applying for the vacancy shall be awarded the position.

- 5.8.5.2 After 01 April the Board may fill the vacancy, for the remainder of the school year, with a substitute non – unit member. All other vacancies shall be filled as soon as possible, with the most qualified applicant that has applied. When all applicants are equally qualified, seniority shall prevail.
- 5.8.5.3 A driver, upon being awarded the position, shall not be eligible to apply for another driving position/route until the next route selection meeting the following August.
- 5.8.6 Involuntary Transfer – The Board will not involuntarily transfer unit members from one seniority classification to another. The Board reserves the right to transfer unit members from one (1) building to another for disciplinary reasons, due to personality conflicts and staffing reasons. Involuntary transfers for other reasons will be avoided and minimized when possible.
- 5.8.7 Temporary Transfer – Any unit member required by his/her supervisor to temporarily assume duties of another unit member for a period of four (4) hours will be paid the higher rate of pay for those duties retroactively to the beginning of the work assignment.
- 5.8.8 Substitute Work – In the event substitute work which does not conflict with other scheduled work of the unit member, becomes available in a classification other than the bus transportation classification, unit members in the classification of work who have notified the supervisor in writing of their desire to perform substitute work in addition to their regular schedule, will be offered first. The Board shall not be required to assign substitute work to regularly scheduled unit members if it would result in payment of overtime rates for hours worked or exceed the classification hourly limits for the week.
A unit member substituting for another employee in the same classification will be paid at Step 1 of the lowest rate of the classification. If Step 1 is less than the substituting unit member's regular rate the unit member will receive their rate of pay; a substituting unit member in the same classification will receive the higher of Step 1 or their rate. If a unit member substitutes for more than four (4) hours in the same classification the work is considered a temporary transfer (5.8.7) rather than substitute work.
- 5.8.8.1 Unit members substituting for another unit member in another classification will be paid at Step 1 of the lowest rate of the classification in which they are substituting.

5.8.9 Transfer of Benefits – Unit members involuntarily transferred within a classification within the KESSA unit, shall transfer all remaining leave time (hours) and shall be placed on the new wage schedule at the rate which most closely corresponds to his/her former rate.

5.9 Layoff

5.9.1 Layoff – shall be defined as a reduction in the work force.

5.9.2 All Classification Except Bus Drivers – In the event of a reduction in the work force, the following procedure shall be used:

5.9.2.1 Seniority and Layoff – When the Board determines it necessary to reduce the size of the work force, unit members with the least seniority in each classification will be placed on layoff first.

5.9.2.2 Bumping – A unit member, placed on layoff from a position in which his/her present seniority classification, shall be retained in a position in another classification in which he/she has previously accumulated seniority, provided there is a less senior unit member in that classification and the unit member on layoff possess the qualifications to perform the job. Qualifications shall be defined by the Board and stated in the job description.

5.9.2.3 Changes in Classifications – In the event a unit member is placed on layoff from a position and no position is available to the unit member within the classification in which the unit member on layoff has acquired seniority, the unit member of layoff shall have the opportunity to make application to any posted vacancies within the KESSA unit as provided in 5.8. Should the unit member be given one of the posted positions, he/she shall retain the right to recall to the position of layoff should it become available.

5.9.2.4 Reduction in Hours – If it is deemed necessary to reduce hours, the least senior unit member in the classification will be reduced or displaced and/or retained in another classification for which they are most senior.

5.9.2.5 Notice of Layoff – Unit members to be placed on layoff shall be given at least fifteen (15) work days notice prior to the effective date of layoff.

5.9.3 Bus Driver Layoff – Bus drivers who worked the previous year and are not assigned routes shall be issued a notification of layoff.

5.9.3.1 Midyear Layoff – When it becomes necessary to reduce the number of bus drivers during a school year due to consolidation, modification or elimination of runs to be effective for the second semester, the Board shall convene a route selection meeting during the month of December to post revised routes for selection by the same procedure used for selection of routes in August.

5.10 Recall

5.10.1 When positions become available in a classification, unit members, other than Bus Drivers, placed on layoff shall be recalled in order of greatest seniority within the classification from which they were placed on layoff or within any classification in which they have accumulated seniority, provided the unit members possess the qualifications to perform in the position.

5.10.2 Rejecting Recall

5.10.2.1 A full time or part time unit member recalled to a position with fewer hours than previously worked per week may reject recall to the position and retain recall rights to the next available position. A unit member rejecting recall to the position with fewer hours shall be deemed bypassed and not entitled to return to the position should the hours per week be restored to the original level after the position was rejected.

5.10.2.2 A unit member who accepts a position with fewer hours than the hours previously worked per week shall remain eligible for recall until his/her original level of work hours are restored.

5.10.3 Duration of Recall – The right to recall shall be a period of one (1) year from the date of notification of the layoff.

5.10.4 Bus Drivers – Bus drivers on layoff who have accumulated seniority in other classifications in the KESSA unit shall be eligible for recall to an available position in the other classification in order of greatest seniority within the classification in which the position arises.

5.11 Evaluation of Unit Members

- 5.11.1 Process – The building administrator or supervisor will evaluate all unit members prior to 01 June of each year. If there is any significant problem, an evaluation shall be done when the problem is evident. The unit member will receive a copy of the completed performance review and will sign the form to indicate that he/she has seen it. Such signature does not mean the unit member agrees with the content of the evaluation.
- 5.11.2 Right to Respond – A unit member may submit additional comments to this evaluation. Such statements shall be attached to the evaluation and placed in the unit member's personnel file.

5.12 Due Process

- 5.12.1 Just Cause – No non-probationary unit member shall be disciplined (including warnings, reprimands, suspensions, reductions in rank, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline shall be subject to the grievance procedure in Article 13. The specific grounds forming the basis of disciplinary action will be made available to the unit member and the KESSA unit in writing.
- 5.12.2 Representation – A unit member shall be entitled to have present a representative of the KESSA unit during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the unit member until such representative of the KESSA unit is present. Should disciplinary action likely occur at a given meeting, the unit member shall be advised immediately of said possibility and be advised by the Board of the right to representation under the provisions of the Agreement.
- 5.12.3 Review of Records/Files – A unit member will have the right to review the contents of his/her personnel file and to have a KESSA unit representative accompany him/her in such review. The records may not be taken from the Central Office and the Superintendent or his/her designee shall be present while the record is reviewed.
- 5.12.4 Complaints – No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment, will be placed in a unit member's personnel file unless the unit member has had the opportunity to review the material. Specific complaints directed to an administrator against a unit member shall be put in writing, within five (5) district business days, with names of the complainants, administrative action taken, and remedy clearly stated.

The unit member may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the unit member believes that material is to be placed in his/her file, 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. All recommendations to another potential employer, written or oral, shall be based solely on the contents of the personnel file.

Article 6

6.0 Leaves of Absence

6.1 Leave Days

6.1.1 Twelve Month – Forty Hours - Full Year Unit Members – Unit members in the full-time classifications of Maintenance, Utility, and Custodian shall earn twelve (12) paid leave days per year. The Board will allocate one (1) day per month as the unit member earns the days for a total of twelve (12) days. To earn the days, per month, the unit member must attend work and may only be absent with the use of earned and approved leave days. Any lost time because of the lack of leave days will result in the unit member not being paid for the missed work time and not accumulating leave days. Leave days are to be used for reasons of personal illness, personal injury, bereavement, personal business (two [2] days), and/or other approved reasons. The Superintendent reserves the right, on an individual basis, to grant the maximum amount of days in the event of catastrophic circumstances. The unused portion of leave days earned each fiscal year shall accumulate from year to year without limitations. Five (5) days per fiscal year may be used for serious illness in the immediate family.

6.1.2 Less Than Twelve Month Unit Members – Less than twelve (12) month but at least ten (10) month unit members in the classifications of bus driver, utility, part-time maintenance, part-time custodian, food service, and paraprofessionals that work thirty (30) to forty (40) hours per week shall earn the following leave days:

| <u>Hours Worked</u> | <u>Months Worked</u> | <u>Earned Per Month</u> | <u>Total Per Year</u> |
|---------------------|----------------------|-------------------------|-----------------------|
| 36 to 40 | 10 | 1 | 10 |
| 30 to 35 | 10 | 1 | 10 |
| 30 to 35 | 9 | 1 | 9 |

6.1.2.1 The Board will allocate days per month as listed in the chart of 6.1.2. To earn the days, per month, the unit member must attend work and may only be absent with the use of earned and approved leave days. Any lost time because of the lack of leave days will result in the unit member not being paid for the missed work time and not accumulating leave days. Leave days are to be used for reasons of personal illness, personal injury, bereavement, personal business (two [2] days), and/or other approved reasons.

The Superintendent reserves the right, on an individual basis, to grant the maximum amount of days in the event of catastrophic circumstances. The unused portion of leave days earned each fiscal year shall accumulate from year to year without limitations. Five (5) days per fiscal year may be used for serious illness in the immediate family.

- 6.1.3 Less Than Thirty Hours – Unit members in the classifications of bus driver, maintenance, utility, part-time custodian, food service, and paraprofessionals that work less than thirty (30) hours per week shall earn the following leave days:

| <u>Hours Worked</u> | <u>Months Worked</u> | <u>Earned Per Month</u> | <u>Total Per Year</u> |
|---------------------|----------------------|-------------------------|-----------------------|
| 27 to 30 | 10 | .6 | 6.0 |
| 24 to 26 | 10 | .3 | 3.0 |
| 20 to 23 | 10 | .2 | 2.0 |

- 6.1.3.1 The Board will allocate days per month as listed in the chart of 6.1.3. To earn the days, per month, the unit member must attend work and may only be absent with the use of earned and approved leave days. Any lost time because of the lack of leave days will result in the unit member not being paid for the missed work time and not accumulating leave days. Leave days are to be used for reasons of personal illness, personal injury, bereavement, personal business (one [1] day), and/or other approved reasons. The Superintendent reserves the right, on an individual basis, to grant the maximum amount of days in the event of catastrophic circumstances. The unused portion of leave days earned each fiscal year shall accumulate from year to year without limitations. Five (5) days per fiscal year may be used for serious illness in the immediate family.

- 6.1.4 Part-Time: Maintenance, Utility, Custodian – Unit members in this classification of part-time maintenance, utility, and custodian that may work on occasion per week and work less than twelve (12) months will not earn paid leave days as the work schedule may be inconsistent with hours and weeks worked. If a unit member is absent from work they won't receive pay for the time missed.

- 6.1.5 Accumulation and Use – Leave days shall be allowed to accumulate without limit. Deduction of leave days shall be in hours.

6.1.6 Call in Time – In the event of illness, unit members shall call the supervisor as soon as possible but not less than one (1) hour before reporting time, giving the reason for the absence.

6.2 Personal Business Days (Chargeable)

6.2.1 Use - The leave is for the purpose of conducting personal business which is not practical to transact during regular working hours.

6.2.2 Unacceptable Use – Other employment, first or last day of school, first working days preceding or following a vacation period or holiday, no days approved the first three (3) weeks of school, no days approved from 01 December through 15 January or 01 May through 15 June. Exceptions may be made at the discretion of the Superintendent.

6.2.3 Application – Application, in writing, should be made to the immediate supervisor who will forward it to the Superintendent. Application must be made (5) working days in advance of the anticipated absence. In cases of emergency the five (5) days may be waived by the Superintendent, however, application should be done as soon as possible.

6.2.4 Statement – No statement of reason is necessary for any personal days.

6.3 Illness in the Immediate Family (all chargeable) – The purpose of this leave is to care for the ill person and shall not be used for child care (immediate family defined in Bereavement Leave).

6.4 Paid Leaves Not Charged to Sick Leave – Leaves of absence, with pay and not charged against sick leave, will be made available for the following reasons: (The Superintendent must approve each day of absence)

6.4.1 Jury Duty – If a unit member is called for jury duty, he/she shall serve. Salary payments will continue normally and any money paid for jury duty (except mileage) is to be given to the business office of the school district.

6.4.2 Witness – Court appearance as a witness in any case connected with the unit member's employment with the school.

6.4.3 Bereavement Leave

6.4.3.1 Funeral attendance of one (1) day per funeral for a person outside the immediate family (chargeable).

6.4.3.2 The maximum leave of five (5) days for each occurrence of death:

| | | |
|---------|--|---------------|
| 6.4.3.3 | <u>Immediate Family - - Not Chargeable</u> | |
| | Spouse | Parent |
| | Child | Stepchild |
| | Grandchild | Brother |
| | Sister | Step-parent |
| | Mother-in-law | Father-in-law |

| | | |
|---------|--|-----------------------------------|
| 6.4.3.4 | <u>Immediate Family - - Chargeable</u> | |
| | Grand parent | |
| | Sister-in-law | Brother-in-law |
| | Daughter-in-law | Son-in-law |
| | Aunts | Uncle |
| | Nieces | Nephews |
| | Cousins | Any other person in the household |

6.4.4 Conferences – The Superintendent or his/her designee may authorize unit members to attend conferences, seminars, or conventions with pay. Approved expenses incurred shall be paid by the Board.

6.5 Unpaid Leaves

6.5.1 Medical and Childcare – Unit members seeking an unpaid leave of absence for medical purposes or childcare shall apply in writing to the Superintendent or his/her designee. It is understood that the unit member will not accrue seniority for increment and benefit purposes during an unpaid leave.

6.5.1.1 Eligibility – Unit members shall have a minimum of one (1) year of employment with the district to be eligible for unpaid leaves unless waived by the Superintendent. A medical leave of absence shall be accompanied by a doctor’s statement confirming the need for the leave.

6.5.1.2 Duration – Such leaves shall be limited to one (1) year unless an extension is approved by the Superintendent. Any medical leave of ten (10) business days or more shall require a doctor’s statement regarding the unit member’s ability to return to work. To the extent possible, the unit member will provide the Board with his/her anticipated date of return. The unit member will give at least thirty (30) days notice of intent to return unless mutual consent by the unit member and the Board can be reached for an earlier return. Failure to return on the specified date without good reason shall constitute a voluntary resignation.

6.5.1.3 Insurance – The unit member may continue to pay the insurance premiums during the period of unpaid leave as specified by law.

6.5.1.4 Return from Leave – A unit member returning from leave shall be reinstated to the position and classification he/she held when the leave began.

6.5.2 KESSA Leave and Membership Meetings

6.5.2.1 The Board may release, with pay, members of the KESSA negotiations team to bargain with the Board.

6.5.2.2 Membership meetings shall be held after the regular workday or on days when students are not in attendance. No wages will be paid by the Board.

6.5.3 Military Leave – The parties shall abide by all local, state and federal laws pertaining to granting of leave and the reemployment of unit members who perform active service in the uniformed services of the Armed Forces of the United States.

6.5.4 Additional Leaves – The Board may grant additional leaves without pay, benefits, and increments at its discretion.

6.6 General Provisions

6.6.1 Family Medical Leave Act – The parties agree to abide by the rules and regulations set forth in the Family and Medical Act (Federal) of 1993. This section shall not be construed as limiting the right of a member to elect to substitute paid leave for unpaid leave in accordance with Section 102(d) (2) of the aforementioned legislation.

6.6.2 Medical Statement - Any unit member absent for five (5) consecutive days or more shall be required to present to the Superintendent, prior to returning to work, a statement from a physician indicating that the unit member's health is satisfactory to resume normal work duties. If the Superintendent is in doubt about the unit member's health and ability to perform their duties, he/she may send the unit member to a physician of his/her choice for further examination at the expense of the Board.

6.6.3 Violations of Leave - All leaves are considered as time off for protection of the unit member. Any unit member who willfully violates or misuses this policy on leave with pay or misrepresents any statements or conditions under this policy shall forfeit all pay for this period and further rights under this policy unless reinstated in good standing by the Superintendent.

Violation of this leave policy will be subject to disciplinary action up to and including discharge.

Article 7

7.0 Sick Leave Bank

- 7.1 A “leave bank” may be established and shall be administered according to the following guidelines:
- 7.1.1 The “leave bank” shall include unit members.
 - 7.1.2 Unit members shall be asked if they desire to contribute one (1) day of leave (eight [8] hours equals a day) to the “leave bank” by filling out a mutually agreed upon form.
 - 7.1.3 Whenever the balance of leave days in the “leave bank” is exhausted, unit members shall again be contacted for a contribution of eight (8) hours, which is the equivalent on one (1) day.
 - 7.1.4 The Central Office shall maintain a record of those who have contributed leave days to the “leave bank” and of withdrawals from the “leave bank”.
 - 7.1.5 The Central Office shall notify the unit member of the leave bank status at the beginning of each school year.
 - 7.1.6 Withdrawals from the “leave bank” may be made by unit members who have obtained twenty (20) days accumulated leave. Once a unit member has benefited by or participated in the “leave bank” he/she will remain in the “leave bank” by contributing three (3) days (equivalent to 24 hours) per year. When requested to do so newly eligible unit members must contribute a day (eight hours) in order to participate in the “leave bank”.
 - 7.1.7 The committee composed of the Superintendent, Department Supervisor, KESSA President and two (2) representatives from the KESSA Board of Directors, has the full authority to grant no more than forty (40) days per year to be used by all unit members.
 - 7.1.8 After the application for withdrawal, withdrawals must be approved, on a mutually agreeable form by a committee (7.1.7). Four (4) affirmative votes from five (5) committee members shall constitute approval of withdrawal. The committee shall determine if the purpose of the withdrawal is valid, and the number of days that may be withdrawn in each case. In all cases, the decision of the committee is final and is not subject to the grievance procedure.

- 7.1.9 In special cases, upon unanimous decision of the committee and with approval of the Board of Education, additional days can be granted.
- 7.1.10 “Leave bank” days shall be paid at the rate of the unit members assigned hours and per diem rate of pay.
- 7.1.11 The balance of leave days in the “leave bank” shall be carried over from year to year.
- 7.1.12 Any donation of sick days outside the “leave bank” is prohibited.

Article 8

8.0 Workers Compensation Guidelines

- 8.1 Injury/Accident Reporting – A KESSA unit member injured on the job shall report such injury to the supervisor and the Central Administration office. All reports must be filed at the Central Office as soon as possible after the incident has occurred but no later than the next working day.
- 8.2 Reporting Earnings - Should a unit member injury require loss of time and result in the unit member receiving worker's compensation benefits, said compensation shall be reported, by the unit member to the Central Office immediately upon receipt.
- 8.3 Limits - A unit member cannot collect both worker's compensation and sick leave at the same time. When legally possible a unit member will be compensated under the worker's compensation law rather than the unit member's accumulated sick leave. Should worker's compensation be less than the unit member's regular wage, the difference may be made up through available sick leave benefit, after the expiration of the worker's compensation benefit. "Leave bank" time is not allowable to make up the difference in compensation.

Article 9

9.0 Unscheduled School Closings and School Delayed Days

- 9.1 Unscheduled School Closings - Unit members need not report to work, unless directed to by their supervisor, when pupil instruction is not provided because of conditions not within the control of school authorities such as severe storms (snow days) and other “Acts of God” days: i.e. fires, epidemics, mechanical failure, or health conditions as defined by city, county or state agencies.
- 9.1.1 Full-Time and Thirty Plus Hours – Unit members that are full time (40 hours) or regularly work thirty (30) hours or more a week will receive their per diem pay for unscheduled school closings. If they are directed to report to work they will receive their regular hourly pay for the hours worked and also will earn a like amount of hourly time off as vacation time.
- 9.1.2 Less Than Thirty Hours – If a unit member works less than thirty (30) hours per week they will be compensated for the first two (2) unscheduled school closings. Any days after the first two (2) days of unscheduled closings will be without pay.
- 9.1.3 Non-Instructional Days – Any unit member scheduled to work on a non-instructional day must report to work as scheduled. If they don’t report to work because of weather conditions, they must inform their supervisor immediately, and won’t receive any compensation for the time missed.
- 9.2 School Delayed Days – (Definitions) School starting time is delayed because of weather or other conditions that impede the regular starting time to be followed. A school delay is defined as a delay that is two (2) or more hours in duration.
- 9.2.1 Unit members are expected to report to work at their regularly scheduled time. If they are unable to report they must contact their supervisor immediately. Unit members will only be paid for the hours they work.

Article 10

10.0 Holidays and Vacation Time

10.1 Holidays

10.1.1 Forty Hour (40) Unit Members (Custodian/Maintenance/Utility) – shall be entitled to the following paid holidays:

- 10.1.1.1 The Friday before Labor Day
- 10.1.1.2 Labor Day
- 10.1.1.3 Thanksgiving
- 10.1.1.4 The day following Thanksgiving
- 10.1.1.5 Christmas Eve Day
- 10.1.1.6 Christmas Day
- 10.1.1.7 New Years Eve Day
- 10.1.1.8 New Years Day
- 10.1.1.9 Good Friday all day (if school is not in session)
- 10.1.1.10 Memorial Day
- 10.1.1.11 July 4th

10.1.2 Thirty (30) or More Hours (Food Service, Bus Drivers, Paraprofessional) – shall be entitled to the following paid holidays:

- 10.1.2.1 Labor Day
- 10.1.2.2 Thanksgiving
- 10.1.2.3 The day following Thanksgiving
- 10.1.2.4 Christmas Eve Day
- 10.1.2.5 Christmas Day
- 10.1.2.6 New Years Eve Day
- 10.1.2.7 New Years Day
- 10.1.2.8 Memorial Day
- 10.1.2.9 July 4th (if worked 15 consecutive days prior)

10.1.3 Twenty Seven & A Half (27.5) to Thirty (30) Hours – Nine (9) and Ten (10) Months Unit Members (Custodian/Maintenance/Utility, Food Service, Bus Drivers, Paraprofessionals) – shall be entitled to the following paid holidays:

- 10.1.3.1 Labor Day
- 10.1.3.2 Thanksgiving
- 10.1.3.3 Christmas Day
- 10.1.3.4 New Years Day
- 10.1.3.5 Memorial Day

10.1.4 Saturdays and Sundays – When any of the above holidays occurs on a Saturday or Sunday, the Board shall schedule equivalent work days off immediately preceding or following the holidays so as to

not interrupt regular student attendance days. Holiday pay shall be the compensation for the regular work day.

10.1.5 Stipulations – When a holiday falls during a unit member’s vacation, the holiday will not be deducted from the unit member’s accumulated vacation days, provided the unit member is scheduled to work prior to and after vacation.

10.1.6 Holiday Work – Every effort shall be made to avoid holiday work. When such work is required, it shall be given to a qualified unit member volunteer(s). If no one volunteers, the Board may assign the work to the least senior unit member.

10.1.7 Holiday Pay Requirements – A unit member must work the last regularly scheduled work day before and after the holiday to receive holiday pay.

10.2 Vacation Time

10.2.1 Twelve (Month) - Forty Hour (40) Unit Members (Custodians/Maintenance/ Utility) - Unit members, after the completion of one (1) year of employment, shall be entitled to receive vacation and vacation pay based upon his/her seniority in the classification and not his/her hire date in the district. Years in another classification are not added to the years in the current classification to be awarded the higher number of vacation days. The vacation day schedule is as follows:

| <u>Full Years Completed Prior to 01 July</u> | <u>Vacation Days</u> |
|--|----------------------|
| 10.2.1.1 1 through and including 7 | 12 |
| 10.2.1.2 8 through and including 12 | 15 |
| 10.2.1.3 13 through and including 15 | 18 |
| 10.2.1.4 16 through and including 19 | 21 |
| 10.2.1.5 20 or more | 26 |

10.2.2 Less Than Forty (40) Hour Unit Members (Custodian/Maintenance Utility) – No vacation time will be earned or awarded.

10.2.3 Bus Drivers, Food Service, Paraprofessionals – No vacation time will be earned or awarded.

10.2.4 Unit members (10.2.1) in the first year of employment that will complete less than twelve (12) months of service prior to 01 July will be entitled to a rate of one (1) day per month. Service after 01 May and to 01 July will not be allocated any vacation time for the first year.

10.2.5 All vacation time is allocated on 01 July and not on the unit member's anniversary date of employment. Therefore, the movement to Year 1 of the above schedule (10.2.1) may include more than twelve (12) months for the first year and any succeeding year (the schedule is based on whole years and not rounded up for partial years).

10.2.6 Vacation Requests – Unit members (10.2.1) will submit vacation requests as per the following:

| <u>Period</u> | <u>Application Due</u> | <u>Application Return</u> |
|----------------------------------|------------------------|---------------------------|
| Next New Year (06/01 – 05/30) | 01 March | 01 April |

10.2.7 Split Vacations – Vacations will be taken in a period of consecutive days. Vacations may be split into one (1) or more days providing such scheduling does not adversely affect the normal operations.

10.2.8 The normal vacation period shall be during the summer recess. The Board may authorize vacations for the following periods:

10.2.8.1 Summer Recess – The first Monday following school dismissal and concludes five (5) working days before the first instructional day.

10.2.8.2 The Fourth of July Week – The district may close operations for this period and all unit members (10.2.1) will take vacation during this time. However, some of the unit members (10.2.1) may work during this period. The criteria for not taking vacation during this time will be based on projects scheduled for the summer, administrative approval, and seniority.

10.2.8.3 Christmas and Spring Breaks – Unit members may take vacation during these periods. The criteria for taking vacations during this period will be based on administrative approval, scheduled projects, and seniority.

10.2.8.4 Other Conditions

10.2.8.4.1 Unit members will not be able to take vacation time after the five (5) day period prior to school starting.

10.2.8.4.2 Unit members (10.2.1) may take vacation while school (instructional day) is in session. The criteria for taking vacation during this time:

- 10.2.8.4.2.1 Seniority
- 10.2.8.4.2.2 One (1) person from the unit at a time
- 10.2.8.4.2.3 One (1) time per year per person (start of school in August through the end of school in June)
- 10.2.8.4.2.4 Limit one (1) week per person

10.2.9 Criteria for Granting Vacations – as per the following order

- 10.2.9.1 Administration approval
- 10.2.9.2 Scheduled projects
- 10.2.9.3 Seniority
- 10.2.9.4 Meeting application deadlines

10.2.10 Variance to Guidelines – The administration reserves the right to grant vacations, on an individual basis, that may at times other than those listed above or may be in conflict with the guidelines established. This right of administrative authority will not be contested by KESSA or any unit member through the grievance procedure.

10.2.11 Seniority and Scheduling – Unit members with the most seniority shall be given preference with respect to the time they take their vacation. As the performance of the duties of unit members in KESSA must be continuous during the year, it is not possible all unit members in 10.2.1 to be absent on vacation at the same time.

10.2.12 Approve or Deny Vacations – The administration will tentatively approve or deny vacation by 01 May of each year. Vacations must be taken for each year within twelve (12) months after a unit member becomes eligible for a vacation. A vacation may not be waived by a unit member and receive extra pay for working during that period.

10.2.13 Rate of Pay – Each unit member shall be paid his/her current hourly rate and shall receive vacation pay for the same number of hours per day as corresponds to his/her schedule at the time of his/her vacation.

Article 11

11.0 Benefits – The Benefit Specifications are listed in SCHEDULE “B”

11.1 Health Insurance - The Board will pay a premium amount that won't exceed the amounts permitted by State law for the “hard cap” for Full Family, Self and Other, and Single. The hard cap shall be for the fiscal years of 2015-16, 2016-17, and 2017-18.

11.1.4 The premium contribution, above the cap, by the employee will be a payroll deduction over twenty four (24) pay periods and will be with pre-tax dollars as per the District's Section 125 Plan.

11.1.5 This benefit and premium contribution will be pro-rated for unit members that work less than forty (40) hours. Anyone that works less than thirty (30) hours per week will not receive health insurance or Cash-in-Lieu Of (CILO).

11.1.6 Pro-rated Cap

| <u>Hours</u> | <u>% of Coverage and Hard Cap</u> |
|--------------|-----------------------------------|
| 40 | 100% |
| 39 | 97.5% |
| 38 | 95% |
| 37 | 92.5% |
| 36 | 90% |
| 35 | 87.5% |
| 34 | 85% |
| 33 | 82.5% |
| 32 | 80% |
| 31 | 77.5% |
| 30 | 75% |

11.2 Dental Insurance

11.2.1 The Board shall make premium contributions for dental insurance for 2015-16, 2016-17, and 2017-18. The Board's contribution shall be as follows:

| <u>Hours and Months</u> | <u>Board Contribution</u> |
|-------------------------|---------------------------|
| 40 Hours & 12 Months | 100% |
| 40 Hours & 10 Months | 98.5% |
| 39 Hours & 10 Months | 97.5% |
| 38 Hours & 10 Months | 95% |
| 37 Hours & 10 Months | 92.5% |
| 36 Hours & 10 Months | 90% |
| 35 Hours & 10 Months | 87.5% |
| 34 Hours & 10 Months | 85% |

| | |
|----------------------|-------|
| 33 Hours & 10 Months | 82.5% |
| 32 Hours & 10 Months | 80% |
| 31 Hours & 10 Months | 77.5% |
| 30 Hours & 10 Months | 75% |

11.2.1.1 Unit members that elect to purchase dental insurance (those qualified in 11.2.1) will have their share of the premium amount as a payroll deduction over twenty four (24) pay periods and with pre-tax dollars as per the District's Section 125 Plan.

11.2.1.2 This benefit to purchase dental insurance is only available for those qualified in 11.2.1

11.3 Vision Insurance

11.3.1 The Board shall make premium contributions for vision insurance for 2015-16, 2016-17, and 2017-18. Unit members who qualify shall receive the following:

| <u>Hours and Months</u> | <u>Board Contribution</u> |
|-------------------------|---------------------------|
| 40 Hours & 12 Months | 100% |
| 40 Hours & 10 Months | 100% |
| 39 Hours & 10 Months | 100% |
| 38 Hours & 10 Months | 100% |
| 37 Hours & 10 Months | 100% |
| 36 Hours & 10 Months | 100% |
| 35 Hours & 10 Months | 100% |

11.4 Life Insurance

11.4.1 The Board will pay the premium for life insurance for unit members that work thirty (30) hours or more. The policy coverage will be \$25,000.

11.5 Long-Term Disability (LTD)

11.5.1 The Board will pay the premium amounts for LTD insurance for unit members that work thirty (30) hours or more.

11.5.2 The LTD Plan includes:

11.5.2.1 The LTD Plan shall be for 66 2/3% of the unit member's salary with a maximum of \$5,000 per month.

11.5.2.2 The Plan will have a 90 day waiting period with a modified fill.

11.6 Cash-in-Lieu of (CILO)

11.6.1 Definition - This is the amount of money allocated to a unit member for forfeiture of their health benefits. CILO isn't paid for any other benefits that are forfeited.

11.6.2 Pro-Rated – The amount of CILO will be prorated as to the unit member's hours worked. Any unit member that works less than thirty (30) hours will not receive this benefit.

| <u>Hours</u> | <u>Full Family</u> | <u>Self & Other</u> | <u>Single</u> |
|--------------|--------------------|-------------------------|---------------|
| 40 (100%) | \$4,800 | \$3,675 | \$1,750 |
| 39 (97.5%) | \$4,680 | \$3,583 | \$1,706 |
| 38 (95%) | \$4,560 | \$3,491 | \$1,663 |
| 37 (92.5%) | \$4,440 | \$3,399 | \$1,619 |
| 36 (90%) | \$4,320 | \$3,308 | \$1,575 |
| 35 (87.5%) | \$4,200 | \$3,216 | \$1,531. |
| 34 (85%) | \$4,080 | \$3,124 | \$1,488 |
| 33 (82.5%) | \$3,960 | \$3,032 | \$1,444 |
| 32 (80%) | \$3,840 | \$2,940 | \$1,400 |
| 31 (77.5%) | \$3,720 | \$2,848 | \$1,356 |
| 30 (75%) | \$3,600 | \$2,756 | \$1,313 |

11.6.3 CILO will be paid over twenty four (24) pay periods.

11.6.4 If a unit member elects CILO and during the year has a “qualifying event” (change in family status) that necessitates securing health insurance, any amount the unit member receives in CILO will be deducted from the Board's contribution, which results in the unit member returning the CILO via a higher insurance contribution.

11.6.5 “Qualifying Event”/ Change in Family Status – Health insurance election shall take place annually during the open enrollment period. There will be no change in election during the school year unless there is a change in family status as follows: (unit member = you)

11.6.5.1 You have married or divorced

11.6.5.2 Your spouse or child has died

11.6.5.3 You have a new child by birth or adoption

11.6.5.4 Your spouse begins or terminates employment

11.6.5.5 You or your spouse's employment status is changed from full-time to part-time, or vice-versa

11.6.5.6 You or your spouse takes an unpaid leave of absence

11.6.5.7 You or your spouse has a significant change in your health coverage as a result of your spouse's employment

11.6.6 CILO will be paid while a unit member is on leave and is using earned sick time, leave bank or personal days to receive compensation. Once a unit member has exhausted earned leave time (sick and personal days) or leave bank time and elects to go on unpaid leave, CILO will not be paid.

11.6.7 Bus Driver's Benefits Qualification Period – Bus Driver's benefit qualification will be based on the following formula:

Second Semester Hours * of Previous Year + (Last Three Weeks in September + the Month of October) = Total Hours / 3 = Average Hours

*Excluding Spring Break

Article 12

12.0 Compensation

- 12.1 Wage Schedules – The wage schedules for each unit member classifications are in SCHEDULE A
- 12.2 Payment Method for SCHEDULE A
- 12.2.1 The unit member shall be paid twice a month for a total of twenty four (24) pay periods.
- 12.2.2 The pay dates will be the 2nd and 4th Fridays of every month.
- 12.3 Overtime – The following conditions shall apply to all overtime work:
- 12.3.1 Time and One – Half – Time and one-half (1.5) shall be paid for all hours worked over forty (40) hours in a normal week. (Includes hours paid for vacations and holidays).
- 12.3.2 Minimum Call In – A unit member called in to work overtime shall, upon reporting for work, be guaranteed a minimum of two (2) hours of overtime pay.
- 12.4 Subcontracting of Work – The Board reserves the right to subcontract. In the event the Board elects to subcontract KESSA work which would result in the layoff of unit members, the Board will give KESSA notice of its decision at least thirty (30) calendar days prior to the implementation date.
- 12.5 Custodial/Maintenance/Utility – Full time (40 hours) unit members assigned and working on the second shift shall receive a premium of twenty cents (\$0.20) per hour added to their hourly wages. First shift unit members working overtime into the second shift aren't eligible for the shift premium. Additionally, unit members working less than forty (40) hours and assigned to the second shift will not receive the twenty cent (\$0.20) hourly premium.
- 12.6 Part Time/Full Time – Unless otherwise listed in this Agreement, full time employment shall be defined as a forty (40) hour work week for the scheduled work/calendar year (52 weeks). Part time employment shall be defined as employment of an average of less than forty (40) hours per week for the scheduled work/calendar year (52 weeks). Average hours shall be determined by the actual hours worked divided by 52 weeks.

12.7 Severance Payments

12.7.1 Severance Payments for Retiring Unit Members

12.7.1.1 Any unit member that retires from the District after eight (8) consecutive years of service in Kelloggsville Public Schools shall be compensated for any unused accumulated leave as well as years of service in the district.

12.7.1.2 Accumulated leave is defined as the number of unused sick days.

12.7.1.3 Years service is defined as the years worked in Kelloggsville Public Schools. Any experience in other districts isn't counted as years of service for 12.7.1.1

12.7.1.4 To qualify for severance pay in 12.7.1.1, the unit member must retire under the rules of the Michigan School Retirement Laws.

12.7.1.5 Severance Amounts for Years Service

| <u>Years Service</u> | <u>Amount per Year</u> |
|-----------------------------|------------------------|
| 1 – 7 | \$0 |
| 8 through and including 10 | \$35.00 |
| 11 through and including 15 | \$40.00 |
| 16 through and including 20 | \$45.00 |
| 21 through and including 25 | \$50.00 |
| 26 through and including 30 | \$55.00 |
| 31 and beyond | \$60.00 |

12.7.1.6 Severance Amounts for Days Accumulated

| <u>Days</u> | <u>Amount per Day</u> |
|-------------------------------|-----------------------|
| 1 through and including 25 | \$20.00 |
| 26 through and including 75 | \$25.00 |
| 76 through and including 125 | \$30.00 |
| 126 through and including 175 | \$35.00 |
| 176 through and including 200 | \$40.00 |
| 201 + | \$45.00 |

12.7.1.7 Death of a Unit Member – In case of death to a unit member, the applicable amounts in 12.7.1.5 and 12.7.1.6 will be paid to the individual's estate/beneficiary.

12.7.1.8 A dismissed unit member shall forfeit rights to 12.7.1.5 and 12.7.1.6

Article 13

13.0 Grievance Procedures

13.1 Grievance Defined – A Grievance is a claim by a unit member, group of unit members or the KESSA that there has been violation of any provisions of the Agreement. The KESSA designates the KESSA President or his/.her designee as the agent responsible for processing of grievances.

13.2 Purpose

13.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both the Board and KESSA agree these procedures shall be kept as informal and confidential as may be appropriate at any level of this procedure.

13.2.2 Nothing contained in this procedure shall be construed to prevent any individual unit member from presenting a grievance and having the grievance adjusted without intervention of KESSA, if the adjustment is consistent with terms of this Agreement, provided that KESSA has been given opportunity to present at such adjustment.

13.3 Procedure

13.3.1 Level 1 – A unit member may, within fifteen (15) district business days of the occurrence of the alleged grievance, discuss it with his/her KESSA representative and immediate supervisor with the object of resolving the matter informally.

13.3.2 Level 2 – If the unit member is not satisfied with the disposition of his/her grievance at Level 1, he/she may file the grievance in writing and signed no later than ten (10) district business working days following the discussion at Level 1 to his/her supervisor who shall meet with the unit member and his/her KESSA representative. At this level the grievance must be co-signed by KESSA and the unit member involved. Within ten district working days of meeting, the supervisor shall give the unit member and KESSA, a written response to the grievance.

13.3.3 Level 3 – If a unit member is not satisfied with the disposition of his/her grievance at Level 2, he/she may file the grievance in writing no later than ten (10) district business days following the disposition at Level 2 to the Superintendent or his/her

representative who shall meet with the unit member and his/her KESSA representative with five (5) district business days. Within ten (10) district business days of this meeting, the Superintendent shall give the unit member and KESSA, a written response to the grievance.

13.3.4 Level 4 – If the unit member is not satisfied with the disposition of the grievance at Level 3, the aggrieved may within twenty (20) district business days submit in writing to the Secretary of the Board a statement of the reasons why the disposition at Level 3 is being appealed. At the next regular meeting of the Board, or at a meeting specifically called for this purpose, the Board shall consider the grievance and may cause to have held hearing or otherwise investigate or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Board or Board Committee shall make a final decision within forty five (45) district business days or earlier of receipt of the grievance at Level 4.

13.3.5 Level 5 – No individual unit member shall have the right to submit a grievance to Level 5.

If the decision of the Board is unsatisfactory to KESSA, the grievance may be referred to arbitration by submitting written notice within thirty (30) district business days of the Level 4 disposition or the date the disposition was due at Level 4. The parties shall meet within fourteen (14) district business days to select an arbitrator..

On alternating cases, KESSA and the Board shall be the first to strike the name of an arbitrator from the panel below. Each party will continue to alternately strike a name until the name of one (1) arbitrator remains. The arbitrator will then be jointly notified by the parties of selection and request available hearing dates.

Arbitration Panel

- 1.
- 2.
- 3.
- 4.
- 5.

Either party may remove an arbitrator from the above list by placing the other party on written notice during the month of January in any given year or at such other times as an arbitrator declines to continue on the panel or becomes incapacitated and cannot serve.

By mutual agreement of the parties, a replacement arbitrator will be added to the panel. The parties reserve the right to mutually select an arbitrator on the above list or not on the list.

13.4 General Rules Governing the Arbitration Hearing

13.4.1 Neither party shall be permitted to assert in such arbitration proceeding any ground or reply on any evidence not previously disclosed.

13.4.2 The arbitrator shall have no power to alter, add or subtract from the terms of this Agreement. Both parties agree to be bound by the decision of the arbitrator and agree that judgment may be entered in any court of competent jurisdiction.

13.4.3 Any arbitration hearing conducted under the terms of this Agreement shall be conducted in accordance with the Voluntary Labor Arbitrator Rules of the American Arbitration Association. Cost of the arbitrator shall be paid by the Board of Education and KESSA equally.

13.5 Other Provisions: Grievance & Arbitration

13.5.1 Time Lines – The time lines specified in this Article may be shortened or extended upon mutual agreement between the parties. The party requesting a change in the time limits must do so in writing.

13.5.2 Non-Arbitration Issues – The following issues will not be subject to the grievance procedures/arbitration provisions:

13.5.2.1 The dismissal of a probationary unit member

13.5.2.2 The substance of a unit member's evaluation

13.5.2.3 Determination of a unit member's qualifications

13.5.3 Compensation – If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

13.5.4 Representation – KESSA shall have the right to be present and to state its views at all stages of the grievance procedures.

13.5.5 Initiating Grievances at Level 3 – If a grievance arises from the alleged action of authority higher than the immediate supervisor, the grievance may be presented at Level 3 of the grievance procedure within thirty (30) district business days of the alleged grievance. The immediate supervisor shall receive a copy of the grievance from KESSA.

At this level the grievance shall be signed by KESSA and the unit member involved. The grievance, the alleged action, and the reasons for filing the grievance shall be presented.

Article 14

14.0 Continuity of Operations

- 14.1 Contrary to Law – If any provisions of this Agreement or any application of this Agreement to any unit member shall be found contrary to law, determined by a court, state or federal agency of proper jurisdiction, then such provision or application shall be null and void and shall no longer be a segment of this Agreement.
- 14.2 Modification of Agreement – Nothing in this Agreement shall require either the Board or KESSA to negotiate during the term of this Agreement. However, this Agreement may be altered, changed, added to, deleted from or modified only through voluntary mutual consent of the Board and KESSA, in writing, and signed by representatives of the Board and KESSA.
- 14.3 No Strike Clause – During the term of this Agreement, neither KESSA nor any person acting on its behalf, nor any individual unit member will cause, authorize, support or take part in any strike (i.e. the concerted failure to report for duty, or willful absence of a unit member from his/her position, or stoppage of work or abstinence, in whole or part, from the full, faithful and proper performance of the unit member's duties of employment) for any purpose whatsoever. It is further agreed KESSA will not engage and will not request any other organization to place a sanction of any form on the Kelloggsville Public Schools.
- 14.4 No Reprisals – KESSA will not support the action of any unit member taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a unit member who continues or attempts to continue the full, faithful and proper performance of contractual duties or who refuses to participate in any of the activities by this Article.
- 14.5 Violations by KESSA – In the event KESSA or any unit member(s) or both violate the intent of this Article KESSA shall be held liable for any and all damages and/or expenses incurred or suffered by the Board. Further, any unit member involved in the violation of this Article may be subject to disciplinary action, including and up to termination.
- 14.6 Violation by Board – In the event the that KESSA or any individual unit member or both violate the intent of this Article, KESSA or any individual unit member shall be held liable for any and all damages and /or expenses incurred or suffered by the Board. Further, any unit member involved in the violation of this Article may be subject to discipline, up to and including termination.

- 14.7 No Lockout – During the life of this Agreement, the Kelloggsville Board of Education will not “lockout” and member of KESSA in any school of the Kelloggsville Public School district.
- 14.8 Copies of Agreement – Copies of this Agreement shall be reproduced at the expense of the Board and given to all current and newly hired unit members.
- 14.9 Signed Agreement – There shall be four (4) signed copies of this Agreement for purposes of record: one (1) retained by the Board, two (2) by KESSA, and one (1) for the Superintendent.
- 14.10 Negotiations – KESSA and the Superintendent will meet sixty (60) calendar days prior to the expiration of the Agreement to mutually design a meeting schedule for negotiations.

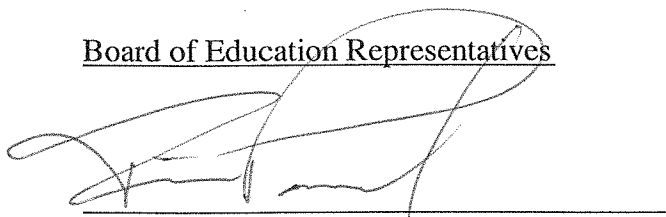
Article 15

Duration

This Agreement shall be effective upon ratification and implementation on 01 July 2015 and shall continue in effect for three (3) years; 30 June 2018.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. However, upon mutual consent of both parties to the Agreement, renegotiations of part or all of this Agreement make take place at any time during the term of this Agreement.

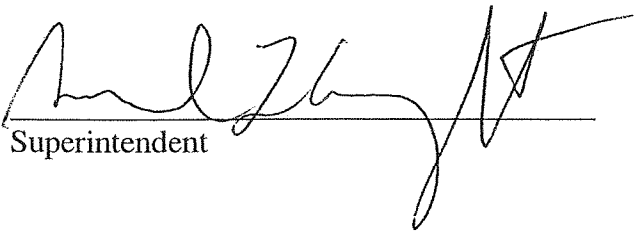
Board of Education Representatives



BOE President

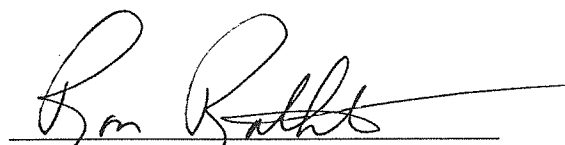


BOE Secretary

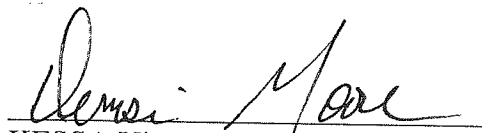


Superintendent

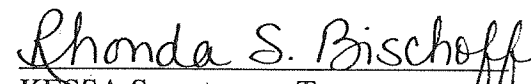
KESSA Representatives



KESSA President



KESSA Vice President



KESSA Secretary or Treasurer

KESSA Salary Schedule A

| Year | Position | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|-----------------------|---------------------|---------|---------|---------|---------|---------|---------|---------|
| 2014-15 | FT Maintenance | \$17.81 | \$18.62 | \$19.70 | \$20.59 | | | |
| 2015-16 | | \$17.80 | \$18.60 | \$19.70 | \$20.60 | \$21.10 | | |
| 2016-17 | | \$17.80 | \$18.60 | \$19.70 | \$20.60 | \$21.10 | \$21.60 | |
| 2017-18 | | \$17.80 | \$18.60 | \$19.70 | \$20.60 | \$21.10 | \$21.60 | \$22.10 |
| 2014-15 | PT Maintenance | \$15.19 | \$15.19 | \$15.19 | \$16.71 | | | |
| 2015-16 | | \$15.00 | \$15.25 | \$15.50 | \$16.00 | \$16.75 | | |
| 2016-17 | | \$15.00 | \$15.25 | \$15.50 | \$16.00 | \$16.75 | \$16.75 | |
| 2017-18 | | \$15.00 | \$15.25 | \$15.50 | \$16.00 | \$16.75 | \$16.75 | \$16.75 |
| 2014-15 | FT Utility | \$14.39 | \$15.15 | \$15.88 | \$16.70 | | | |
| 2015-16 | | \$14.30 | \$15.15 | \$15.90 | \$16.70 | \$17.20 | | |
| 2016-17 | | \$14.30 | \$15.15 | \$15.90 | \$16.70 | \$17.20 | \$17.70 | |
| 2017-18 | | \$14.30 | \$15.15 | \$15.90 | \$16.70 | \$17.20 | \$17.70 | \$18.20 |
| 2014-15 | PT Utility | \$13.16 | \$13.16 | \$13.16 | \$14.18 | | | |
| 2015-16 | | \$13.00 | \$13.15 | \$13.45 | \$13.75 | \$14.20 | | |
| 2016-17 | | \$13.00 | \$13.15 | \$13.50 | \$13.75 | \$14.20 | \$14.20 | |
| 2017-18 | | \$13.00 | \$13.15 | \$13.50 | \$13.75 | \$14.20 | \$14.20 | \$14.20 |
| 2014-15 | FT Custodian | \$16.71 | \$17.52 | \$18.61 | \$19.47 | | | |
| 2015-16 | | \$16.70 | \$17.50 | \$18.60 | \$19.50 | \$20.00 | | |
| 2016-17 | | \$16.70 | \$17.50 | \$18.60 | \$19.50 | \$20.00 | \$20.50 | |
| 2017-18 | | \$16.70 | \$17.50 | \$18.60 | \$19.50 | \$20.00 | \$20.50 | \$21.00 |
| Substitute Custodian | | \$10.00 | | | | | | |
| 2014-15 | PT Custodian | \$10.00 | \$10.00 | \$10.00 | \$11.00 | | | |
| 2015-16 | | \$10.00 | \$10.25 | \$10.50 | \$11.00 | \$11.50 | | |
| 2016-17 | | \$10.25 | \$10.50 | \$10.75 | \$11.00 | \$11.50 | \$12.00 | |
| 2017-18 | | \$10.50 | \$10.75 | \$11.00 | \$11.25 | \$11.50 | \$12.00 | \$12.50 |
| 2014-15 | Bus Driver | \$16.49 | \$16.96 | \$17.81 | \$18.56 | \$19.15 | | |
| 2015-16 | | \$16.50 | \$16.95 | \$17.80 | \$18.55 | \$19.15 | \$19.65 | |
| 2016-17 | | \$16.50 | \$16.95 | \$17.80 | \$18.55 | \$19.15 | \$19.65 | \$20.15 |
| 2017-18 | | \$16.50 | \$16.95 | \$17.80 | \$18.55 | \$19.15 | \$19.65 | \$20.65 |
| Substitute Bus Driver | | \$14.00 | | | | | | |
| 2014-15 | Xtra Trips | \$14.11 | \$14.61 | \$15.40 | \$16.03 | \$16.46 | | |
| 2015-16 | | \$14.00 | \$14.50 | \$15.25 | \$16.00 | \$16.50 | \$17.00 | |
| 2016-17 | | \$14.00 | \$14.50 | \$15.25 | \$16.00 | \$16.50 | \$17.00 | \$17.25 |
| 2017-18 | | \$14.00 | \$14.50 | \$15.25 | \$16.00 | \$16.50 | \$17.00 | \$17.50 |
| 2014-15 | Food Service Lead 1 | \$13.48 | \$14.23 | \$14.77 | \$15.03 | \$15.30 | | |
| 2015-16 | | \$13.50 | \$14.25 | \$14.80 | \$15.05 | \$15.30 | \$15.80 | |
| 2016-17 | | \$13.50 | \$14.25 | \$14.80 | \$15.05 | \$15.30 | \$15.80 | \$16.30 |
| 2017-18 | | \$13.50 | \$14.25 | \$14.80 | \$15.05 | \$15.30 | \$15.80 | \$16.80 |

KESSA Salary Schedule A

| | | | | | | | | |
|---------|---------------------|---------|---------|---------|---------|---------|---------|---------|
| 2014-15 | Food Service Lead 2 | \$13.15 | \$13.91 | \$14.43 | \$14.70 | \$15.03 | | |
| 2015-16 | | \$13.15 | \$13.90 | \$14.45 | \$14.70 | \$15.05 | \$15.55 | |
| 2016-17 | | \$13.15 | \$13.90 | \$14.45 | \$14.70 | \$15.05 | \$15.55 | \$16.05 |
| 2017-18 | | \$13.15 | \$13.90 | \$14.45 | \$14.70 | \$15.05 | \$15.55 | \$16.55 |

| | | | | | | | | |
|---------|-------------------------|---------|---------|---------|---------|---------|---------|---------|
| 2014-15 | Food Service Production | \$12.00 | \$12.66 | \$13.20 | \$13.32 | \$13.60 | | |
| 2015-16 | | \$12.00 | \$12.65 | \$13.20 | \$13.30 | \$13.60 | \$14.10 | |
| 2016-17 | | \$12.00 | \$12.65 | \$13.20 | \$13.30 | \$13.60 | \$14.10 | \$14.60 |
| 2017-18 | | \$12.00 | \$12.65 | \$13.20 | \$13.30 | \$13.60 | \$14.10 | \$15.10 |

| | | | | | | | | |
|---------|----------------------|---------|---------|---------|---------|---------|---------|---------|
| 2014-15 | Food Service Utility | \$11.23 | \$11.63 | \$11.95 | \$12.06 | \$12.23 | | |
| 2015-16 | | \$11.25 | \$11.65 | \$11.95 | \$12.05 | \$12.25 | \$12.75 | |
| 2016-17 | | \$11.25 | \$11.65 | \$11.95 | \$12.05 | \$12.25 | \$12.75 | \$13.25 |
| 2017-18 | | \$11.25 | \$11.65 | \$11.95 | \$12.05 | \$12.25 | \$12.75 | \$13.75 |

| | | | | | | | | |
|---------|------------------------|---------|---------|---------|---------|---------|---------|---------|
| 2014-15 | Food Service Transport | \$13.48 | \$13.96 | \$14.34 | \$14.47 | \$14.68 | | |
| 2015-16 | | \$13.50 | \$13.98 | \$14.34 | \$14.46 | \$14.70 | \$15.18 | |
| 2016-17 | | \$13.50 | \$13.98 | \$14.34 | \$14.46 | \$14.70 | \$15.18 | \$15.68 |
| 2017-18 | | \$13.50 | \$13.98 | \$14.34 | \$14.46 | \$14.70 | \$15.18 | \$16.18 |

| | | | | | | | | |
|-------------------------|--|---------|--|--|--|--|--|--|
| Substitute Food Service | | \$10.00 | | | | | | |
|-------------------------|--|---------|--|--|--|--|--|--|

| | | | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2014-15 | Parapro | \$13.60 | \$14.08 | \$14.91 | \$15.54 | \$16.19 | | |
| 2015-16 | | \$13.60 | \$14.10 | \$14.90 | \$15.55 | \$16.20 | \$16.70 | |
| 2016-17 | | \$13.60 | \$14.10 | \$14.90 | \$15.55 | \$16.20 | \$16.70 | \$17.20 |
| 2017-18 | | \$13.60 | \$14.10 | \$14.90 | \$15.55 | \$16.20 | \$16.70 | \$17.70 |

| | | | | | | | | |
|--------------------|--|---------|--|--|--|--|--|--|
| Substitute Parapro | | \$13.00 | | | | | | |
|--------------------|--|---------|--|--|--|--|--|--|

| | | | | | | | | |
|---------|---------------|---------|---------|---------|---------|---------|---------|---------|
| 2014-15 | Parapro - CDA | \$13.99 | \$14.59 | \$15.53 | \$16.04 | \$16.55 | | |
| 2015-16 | | \$14.00 | \$14.60 | \$15.55 | \$16.05 | \$16.55 | \$17.05 | |
| 2016-17 | | \$14.00 | \$14.60 | \$15.55 | \$16.05 | \$16.55 | \$17.05 | \$17.55 |
| 2017-18 | | \$14.00 | \$14.60 | \$15.55 | \$16.05 | \$16.55 | \$17.05 | \$18.05 |

| | | | | | | | | |
|--------------------------|--|---------|--|--|--|--|--|--|
| Substitute Parapro - CDA | | \$13.00 | | | | | | |
|--------------------------|--|---------|--|--|--|--|--|--|

| | | | | | | | |
|-----------|--|--|--|--|--|--|--|
| Longevity | | | | | | | |
|-----------|--|--|--|--|--|--|--|

| | | | | | | | |
|---|-----------|-----------|-----------|-----------|-----------|---------|--|
| Longevity - Years Completed in the District | 10-14 yrs | 15-19 yrs | 20-24 yrs | 25+ yrs | | | |
| 2014-15 | \$0.25 | \$0.30 | \$0.35 | \$0.40 | | | |
| | 7-9 yrs | 10-14 yrs | 15-19 yrs | 20-24 yrs | 25-29 yrs | 30+ yrs | |
| 2015-16 | \$0.10 | \$0.25 | \$0.30 | \$0.35 | \$0.40 | \$0.45 | |
| 2016-17 | \$0.10 | \$0.25 | \$0.30 | \$0.35 | \$0.40 | \$0.45 | |
| 2017-18 | \$0.10 | \$0.25 | \$0.30 | \$0.35 | \$0.40 | \$0.45 | |



A nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association



MESSA Choices
Ded \$200 Co \$20 RX \$10/\$40

Coverage Period: Beginning on or after 01/01/2014

Summary of Benefits and Coverage: What this Plan Covers & What it Costs*

Coverage for: Individual / Family | Plan Type: PPO

⚠ This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.messa.org or by calling MESSA at 800-336-0013.

| Important Questions | Answers | | Why this Matters: |
|--|--|-------------------------------------|---|
| | In-Network | Out-of-Network | |
| What is the overall deductible? | \$200 Individual / \$400 Family | \$400 Individual / \$800 Family | You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible . |
| Are there other deductibles for specific services? | No. | No. | You don't have to meet deductibles for specific services, but see the Common Medical Event chart starting on page 2 for other costs for services this plan covers. |
| Is there an out-of-pocket limit on my expenses? | \$1,200 Individual / \$2,400 Family | \$2,400 Individual / \$4,800 Family | The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses. |
| What is not included in the out-of-pocket limit? | Premiums, balance-billed charges, and health care this plan doesn't cover. | | Even though you pay these expenses, they don't count toward the out-of-pocket limit . |
| Is there an overall annual limit on what the plan pays? | No. | | The Common Medical Events chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits. |
| Does this plan use a network of providers? | Yes. For a list of in-network providers, see www.messa.org or call MESSA at 800-336-0013. | | If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the Common Medical Events Chart starting on page 2 for how this plan pays different kinds of providers . |
| Do I need a referral to see a specialist? | No. | | You can see the specialist you choose without permission from this plan. |
| Are there services this plan doesn't cover? | Yes. | | Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services . |

MESSA Choices, Group Number 71452, 71453; 136

Questions: Call MESSA at 800-336-0013 or visit us at www.messa.org. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at <http://www.dol.gov/ebsa/healthreform> or call MESSA at 800-336-0013 to request a copy.

*This plan or selected benefits within this plan are underwritten by 4 Ever Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association and administered by Blue Cross Blue Shield of Michigan.



- **Co-payments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Co-insurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **co-insurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network **providers** by charging you lower **deductibles, co-payments** and **co-insurance** amounts.

| Common Medical Event | Services You May Need | Your cost if you use a | | Limitations & Exceptions |
|--|--|--|---|---|
| | | In-Network Provider | Out-of-Network Provider | |
| If you visit a health care provider's office or clinic | Primary care visit to treat an injury or illness | \$20 co-pay | 20% coinsurance after deductible | Co-pay is waived if seen on same date of injury. |
| | Specialist visit | \$20 co-pay | 20% coinsurance after deductible | ---none--- |
| | Other practitioner office visit | \$20 co-pay for chiropractor | 20% coinsurance after deductible | Limited to a maximum of 38 visits per member per calendar year. |
| | Preventive care/screening/immunization | No Charge | Not Covered | ---none--- |
| If you have a test | Diagnostic test (x-ray, blood work) | No Charge after deductible | 20% coinsurance after deductible | ---none--- |
| | Imaging (CT/PET scans, MRIs) | No Charge after deductible | 20% coinsurance after deductible | ---none--- |
| If you need drugs to treat your illness or condition For more information about prescription drug coverage (if applicable), contact your employer. | Generic or prescribed over-the-counter drugs | \$10 co-pay for retail 34-day supply; \$20 co-pay for mail order 90 day supply. | \$10 Co-pay plus an additional 25% of BCBSM approved amount for the drug. | For information on women's contraceptive coverage, contact your employer. Mail order drugs are not covered out-of-network |
| | Formulary (preferred) brand-name drugs | \$40 co-pay for retail 34-day supply; \$80 co-pay for mail order 90 day supply. | \$40 Co-pay plus an additional 25% of BCBSM approved amount for the drug. | Mail order drugs are not covered out-of-network. |
| | Nonformulary (nonpreferred) brand-name drugs | \$40 co-pay for retail 34-day supply; \$80 co-pay for mail order 90 day supply. | \$40 Co-pay plus an additional 25% of BCBSM approved amount for the drug. | Mail order drugs are not covered out-of-network. |

| Common Medical Event | Services You May Need | Your cost if you use a | | Limitations & Exceptions |
|--|--|------------------------------|----------------------------------|---|
| | | In-Network Provider | Out-of-Network Provider | |
| If you have outpatient surgery | Facility fee (e.g., ambulatory surgery center) | No Charge after deductible | 20% coinsurance after deductible | ---none--- |
| | Physician/surgeon fees | No Charge after deductible | 20% coinsurance after deductible | ---none--- |
| If you need immediate medical attention | Emergency room services | \$50 co-pay | No Charge after deductible | Co-pay waived if admitted or accidental injury. |
| | Emergency medical transportation | No Charge after deductible | 20% coinsurance after deductible | ---none--- |
| | Urgent care | \$25 co-pay | 20% coinsurance after deductible | ---none--- |
| If you have a hospital stay | Facility fee (e.g., hospital room) | No Charge after deductible | 20% coinsurance after deductible | ---none--- |
| | Physician/surgeon fee | No Charge after deductible | 20% coinsurance after deductible | ---none--- |
| If you have mental health, behavioral health, or substance abuse needs | Mental/Behavioral health outpatient services | \$20 co-pay after deductible | 20% coinsurance after deductible | ---none--- |
| | Mental/Behavioral health inpatient services | No Charge after deductible | 20% coinsurance after deductible | ---none--- |
| | Substance use disorder outpatient services | \$20 co-pay after deductible | 20% coinsurance after deductible | ---none--- |
| | Substance use disorder inpatient services | No Charge after deductible | 20% coinsurance after deductible | ---none--- |

| Common Medical Event | Services You May Need | Your cost if you use a | | Limitations & Exceptions |
|--|-------------------------------------|----------------------------|----------------------------------|---|
| | | In-Network Provider | Out-of-Network Provider | |
| If you are pregnant | Prenatal and postnatal care | No Charge | 20% coinsurance after deductible | ---none--- |
| | Delivery and all inpatient services | No Charge after deductible | 20% coinsurance after deductible | ---none--- |
| If you need help recovering or have other special health needs | Home health care | No Charge after deductible | 20% coinsurance after deductible | ---none--- |
| | Rehabilitation services | No Charge after deductible | 20% coinsurance after deductible | Physical, Occupational, Speech therapy is limited to a combined maximum of 60 visits per member, per calendar year. |
| | Habilitation services | Not Covered | Not Covered | ---none--- |
| | Skilled nursing care | No Charge after deductible | 20% coinsurance after deductible | Limited to a maximum of 120 days per member per calendar year. |
| | Durable medical equipment | No Charge after deductible | 20% coinsurance after deductible | ---none--- |
| | Hospice service | No Charge after deductible | 20% coinsurance after deductible | ---none--- |
| If your child needs dental or eye care | Eye exam | Not Covered | Not Covered | ---none--- |
| | Glasses | Not Covered | Not Covered | ---none--- |
| | Dental check-up | Not Covered | Not Covered | ---none--- |

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other **excluded services**.)

- Cosmetic surgery
- Dental care (Adult)
- Infertility treatment
- Long-term care
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Acupuncture
- Bariatric surgery
- Chiropractic care
- Coverage provided outside the United States. See www.messa.org
- Hearing aids
- If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses – like the deductible, co-payments, or co-insurance, or benefits not otherwise covered.
- Private-duty nursing

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan by calling MESSA at 800-336-0013. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact MESSA Legal and Compliance by calling 1-800-742-2328. Or, you can contact Michigan Office of Financial and Insurance Regulation at www.michigan.gov/ofir or 1-877-999-6442. For group health coverage subject to ERISA, you may also contact Employee Benefits Security Administration at 1-866-444-EBSA (3272).



BENEFITS AT A GLANCE

SET Fully-Funded Dental Plan

Kellogsville Public Schools
Full-Time Custodians

This plan will pay the reasonable and customary amount to the dentist for the eligible services.

The district may modify the reasonable and customary maximum as needed to match current amount. If current claims are not available, SET Self-Funded plan cost will be based on an industry standard utilization of 80 percent.

Covered services and amounts listed below will be paid toward items and services incurred in connection with the subscriber's appointment; **the remaining balance is the subscriber's responsibility.**

Benefit Year: September 1 through August 31

Preventive Benefits

Includes examination, cleaning (two per member per benefit year) and fluoride (to age 18) 50%

Basic Benefits

Includes restorative (fillings), oral surgery, endodontics, periodontics, inlays, onlays, crowns, post/cores and repairs 50%

Lifetime Deductible \$25

Major Benefits

Includes bridges and repairs, and dentures 50%

Annual Deductible \$25

Annual Maximum \$1,000

Orthodontic Services

Payment 50%

Lifetime Maximum (to age 19) \$1,500

Annual Deductible \$0

A, B, D and Full

Included Plan Options Incentive

The material is presented is general information; the policy issued by Union Security Insurance Company is the controlling document.

Plan Options Summary

| | |
|----------------|--|
| Option A | Covers bridge and/or denture work for new or existing insured if the missing teeth were extracted prior to the effective date of service contract (only exception is congenitally missing teeth) |
| Option B | Waives the five-year replacement limitation on bridge, crown or denture work |
| Option C | Crowns are covered at stainless steel crown allowance and at the percentage specified under basic services |
| Option D | Inlays, onlays and crowns (post/cores and repairs) move to basic services and are covered accordingly |
| Option E | Covers exams, prophylaxis and fluoride at 100% with other basic services covered at XX% |
| Option F | Covers eligible orthodontic services started prior to effective contract date |
| Option G | Covers orthodontic services regardless of a patient's age |
| Option H | Contracts allow you to have work completed if started prior to the termination date. With this option, all work must be completed prior to the termination date, there is no grace period. |
| Option I | Permits external coordination of benefits only |
| Option M | Limits services involving endodontics, periodontics and oral surgery to the base percentage (XX%) |
| Option N | Covers single crowns, endodontics, periodontics and oral surgery under basic services rate (XX%), but does not allow for incentive increase |
| Option R | Does not allow for the cut back of any charges to the reasonable and customary rate |
| Option S | Covers sealants |
| Option T | Implants covered under major services |
| Option D and N | Periodontics, endodontics, oral surgery, at basic XX%, but gives crowns the incentive |
| Option D and M | Covers periodontics, endodontics, oral surgery and crowns at XX% |
| Full Incentive | 10% each succeeding benefit year, not to exceed basic benefit of 100% |

Not for insured plans: Your plan includes access to the DENTEMAX dental network. It will pay the DENTEMAX approved amount to the dentist for eligible services. Dentists in this network provide discounted services and agree to accept DENTEMAX dentists at www.dentemaxdental.com. Your benefit levels are the same regardless of whether or not you are in or out of the network.

The material is presented is general information; the policy issued by Union Security Insurance Company is the controlling document.

BENEFITS AT A GLANCE



SET Fully-Funded Dental Plan

Kellogsville Public Schools

Bus Drivers, Food Service, Part-Time Custodial, and Para Professionals

This plan will pay the reasonable and customary amount to the dentist for the eligible services.

The district may modify the reasonable and customary maximum as needed to match current amount. If current claims are not available, SET Self-Funded plan cost will be based on an industry standard utilization of 80 percent.

Covered services and amounts listed below will be paid toward items and services incurred in connection with the subscriber's appointment; **the remaining balance is the subscriber's responsibility.**

Benefit Year: September 1 through August 31

Preventive Benefits

| | |
|---|-----|
| Includes examination, cleaning (two per member per benefit year) and fluoride (to age 18) | 50% |
|---|-----|

Basic Benefits

| | |
|--|-----|
| Includes restorative (fillings), oral surgery, endodontics, periodontics, inlays, onlays, crowns, post/cores and repairs | 50% |
|--|-----|

| | |
|----------------------------|-------------|
| Lifetime Deductible | \$25 |
|----------------------------|-------------|

Major Benefits

| | |
|--|-----|
| Includes bridges and repairs, and dentures | 50% |
|--|-----|

| | |
|--------------------------|-------------|
| Annual Deductible | \$25 |
|--------------------------|-------------|

| | |
|-----------------------|----------------|
| Annual Maximum | \$1,000 |
|-----------------------|----------------|

Orthodontic Services

| | |
|---------|-----|
| Payment | N/A |
|---------|-----|

| | |
|------------------------------|-----|
| Lifetime Maximum (to age 19) | N/A |
|------------------------------|-----|

| | |
|-------------------|-----|
| Annual Deductible | N/A |
|-------------------|-----|

| | |
|------------------------------|-------------------|
| Included Plan Options | A, B and D |
|------------------------------|-------------------|

The material is presented is general information; the policy issued by Union Security Insurance Company is the controlling document.

Plan Options Summary

| | |
|-----------------------|--|
| Option A | Covers bridge and/or denture work for new or existing insured if the missing teeth were extracted prior to the effective date of service contract (only exception is congenitally missing teeth) |
| Option B | Waives the five-year replacement limitation on bridge, crown or denture work |
| Option C | Crowns are covered at stainless steel crown allowance and at the percentage specified under basic services |
| Option D | Inlays, onlays and crowns (post/cores and repairs) move to basic services and are covered accordingly |
| Option E | Covers exams, prophylaxis and fluoride at 100% with other basic services covered at XX% |
| Option F | Covers eligible orthodontic services started prior to effective contract date |
| Option G | Covers orthodontic services regardless of a patient's age |
| Option H | Contracts allow you to have work completed if started prior to the termination date. With this option, all work must be completed prior to the termination date, there is no grace period. |
| Option I | Permits external coordination of benefits only |
| Option M | Limits services involving endodontics, periodontics and oral surgery to the base percentage (XX%) |
| Option N | Covers single crowns, endodontics, periodontics and oral surgery under basic services rate (XX%), but does not allow for incentive increase |
| Option R | Does not allow for the cut back of any charges to the reasonable and customary rate |
| Option S | Covers sealants |
| Option T | Implants covered under major services |
| Option D and N | Periodontics, endodontics, oral surgery, at basic XX%, but gives crowns the incentive |
| Option D and M | Covers periodontics, endodontics, oral surgery and crowns at XX% |
| Full Incentive | XX% each succeeding benefit year, not to exceed basic benefit of 100% |

Not for insured plans: Your plan includes access to the DENTEMAX dental network. It will pay the DENTEMAX approved amount to the dentist for eligible services. Dentists in this network provide discounted services and agree to accept DENTEMAX dentists at www.dentemaxdental.com. Your benefit levels are the same regardless of whether or not you are in or out of the network.

The material is presented in general information; the policy issued by Union Security Insurance Company is the controlling document.

VISION PLAN SPECIFICATIONS

The BOE will provide a full family Vision Program as per the listed specifications for those who qualify.

1. Plan Year: **September 01, 2015 Through August 31, 2018**

2. **Steps for Employee Reimbursement:**
 - A. The employee will obtain vision services from provider of their choice and pay at the point of service.
 - B. The employee will submit a **detailed paid receipt with a reimbursement form** to the central office.
 - C. The employer will remit an amount to the employee as per the listed **maximum rates After the \$25.00 individual/\$50.00 family deductible has been met.**

3. You will receive reimbursement for **one pair of glasses or contacts per person per plan year.**

LISTED BELOW ARE THE SCHEDULED RATES:

| | | | |
|--|----------|--|----------|
| ONE: | | ONE TYPE OF LENS: | |
| EXAM (Optometrist) | \$ 60.00 | Regular Lens | \$135.00 |
| (Ophthalmologist) | \$ 70.00 | Bifocals | \$135.00 |
| | | Trifocals-Progressive | \$175.00 |
| ONE: | | High Index | \$175.00 |
| CONTACTS-Cosmetic | \$175.00 | | |
| Necessary | \$275.00 | | |
| | | <u>ITEMS NOT COVERED</u> | |
| ONE: | | Non-Glare Coatings are not covered | |
| FRAMES | \$160.00 | Polycarbonates are not covered | |
| | | Warranties are not covered | |
| | | Refractions are not covered | |
| In addition to the cost of the lens | | | |
| POLAROID: | | PHOTOCHROMICS: (sun or gradient tints/color coated) | |
| Single Lenses | \$ 80.00 | Single Lenses | \$ 60.00 |
| Bifocal | \$125.00 | Bifocal | \$100.00 |
| Trifocal-Progressive | \$150.00 | Trifocal-Progressive | \$150.00 |

Oversize/Rimless/Blended Bifocal:

Included in lens allowance shown above-employees pay the balance

Vision Plan Reimbursements:

The plan allows the employee and dependents to receive reimbursement for **one eye exam and either one pair of glasses or contacts per plan years.** You must pay for the invoice at the point of service before reimbursement can be made and submit a detailed paid receipt with a reimbursement form to the Central Office.

**** For your convenience, we have subscribed with RxOptical's Vision Advantage Program for added savings, if you choose. Use the RXOptical card if interested.**

LONG-TERM DISABILITY & LIFE INSURANCE

A. L.T.D. Plan Specifications

1. There will be ninety (90) day modified file waiting period.
2. The maximum benefit shall be 66 2/3% of your regular contractual salary subject to subject to a maximum schedule amount of \$2,500.
3. The combined limit can be 70%.
4. There will be a pre-existing condition waiver.
5. There will be a social security freeze.
6. There will be a primary social security offset.
7. There will be no exclusion on Mental & Nervous (two year limitation).
8. There will be a primary employee retirement offset.
9. Up to one year of health insurance premiums will be paid by the Board provided the employee does not have other coverage initiated by the disability.

B. Life Insurance

1. \$25,000 benefit for qualifying employees.