# AGREEMENT BETWEEN THE

# BOARD OF EDUCATION OF THE KENTWOOD PUBLIC SCHOOLS

# AND THE

# KENTWOOD EDUCATIONAL SECRETARIES ASSOCIATION / KESA

JULY 1, 2018 - JUNE 30, 2021

MASTER AGREEMENT KENTWOOD PUBLIC SCHOOLS

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#### KENTWOOD PUBLIC SCHOOLS

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

Effective Dates: July 1, 2018 through June 30, 2021

#### **PREAMBLE**

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

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

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

#### ARTICLE I

#### **EMPLOYEE AND ASSOCIATION RIGHTS**

#### A. Recognition of Bargaining Unit

The Board recognizes the Association as the exclusive bargaining representative for all school year secretaries and clerks employed by the Kentwood Board of Education but excluding:

- 1. Substitute employees
- 2. Paraprofessionals
- 3. Administration Office clerical
- 4. All other employees of the Board

#### B. Resolution of Disputes

Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association representative has been given an opportunity to be present at such adjustment.

#### C. Use of Board Facilities

The Association and its members shall have the right to use the school building facilities before or after regular class hours and during lunch time. Such use of the building for Association meetings must be arranged via the Board's facility reservation process. The administration retains the right of room assignment. A Bulletin board shall be made available to the Association for the posting or placement of materials relating to official business of the Association. These materials must be signed by a designated Association official. (Copy of such materials shall be sent to the Superintendent's office prior to posting.)

#### D. Association Leave

Employees who are officers of the Association or are appointed to its staff should, upon proper approval, be given leave of absence without pay for the purpose of performing duties for the Association.

#### **BOARD RIGHTS**

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

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

#### **GRIEVANCE PROCEDURE**

#### A. Definitions

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

#### B. Purposes

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

#### C. Types of Grievances

Class I - Master Agreement -- Any employee(s) or the Association believing that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement may process the complaint of the alleged violation through Step 4.

#### D. Grievance Steps

#### STEP 1 (Discussion)

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

#### STEP 2 (Written - to Immediate Supervisor)

- a. A bargaining unit member having a complaint of unjust treatment shall file a Grievance Complaint form (see Appendix) at Step 2 with the immediate supervisor within ten (10) work days of the conference provided for in Step 1.
- b. The administrator with whom the written "Grievance Complaint" form has been filed shall respond within ten (10) work days. This response shall be in writing.

- c. The written grievance as contemplated by this paragraph shall:
  - (1) Be specific and contain a statement of the facts upon which the grievance is based.
  - (2) Refer to the specific articles and sections of the Master Agreement, Board Policy or Administrative and Building Regulations which have been allegedly misinterpreted or violated.
  - (3) State the relief requested.
  - (4) Be signed by the employee(s) involved <u>and</u> the grievance chairperson. Association grievances shall be signed by the Grievance Chairperson.

If the Step 2 response is not satisfactory, the Association may, no later than ten (10) work days after receiving the Step 2 response, transmit the grievance to the Step 3 level.

#### STEP 3 (Written - to Superintendent or Designee)

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

#### STEP 4 (Arbitration)

- a. If a satisfactory disposition of the grievance is not made at Step 4, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association.
- b. Such appeal shall be taken within 20 work days from the date of receipt of the formal response from the Board in Step 4.

#### E. Regulations for Grievance Steps

- 1. Any grievance not advanced to the next step by the Association within the time limit in that step shall be deemed abandoned.
  - a. Time limits imposed in Steps 2, 3, and 4 may be extended only by the mutual written consent of the Board and Association.
  - Work days are defined as normal Central Office work days, excluding Christmas and spring vacation periods.

- 2. Copies of the grievance shall be sent to the Superintendent of Schools or his/her representative, the Grievance Chairperson of the Association, the aggrieved, the supervisor and the KCEA UniServ Director.
- 3. All complaints and replies shall be in written form.

#### F. Grievance Exclusions

The following issues shall be excluded from the grievance procedure:

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

#### G. Grievance Expenses

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

#### H. Powers of the Arbitrator

- The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of the Agreement and to determine disputes involving the application of the express provisions of this Agreement.
- 2. The arbitrator shall have no power or authority to add to, subtract from, disregard, or modify any of the terms of this Agreement.
- He/she shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.

#### I. Arbitration Expenses

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

#### LEAVES WITH PAY CHARGEABLE TO SICK LEAVE

#### A. Paid Sick Leave

At the beginning of each school year, employees who have completed probation shall be credited with ten (10) days of sick leave. Sick leave days are earned (accrued) at the rate of approximately one (1) day per month worked. For bookkeeping purposes, these days are credited in advance, however, they must be earned prior to being used.

These earned sick leave days can be used as needed for the following purposes:

- 1. Personal illness of employee.
- 2. Absence necessitated by exposure to contagious diseases in which the health of students would be impaired by their attendance on duty.
- 3. Other purposes as specified in this contract.

Unused sick leave days shall have unlimited accumulation. Those employees who complete their probation period after the beginning of the school year will have their sick leave prorated based on the number of scheduled work days remaining in the school year, when compared to the number of days they would have qualified for if they had worked the entire year within their classification.

#### B. Illness in Immediate Family

Illness in the immediate family (spouse, child, grandparent, step-child, step-parent, parent, or parent-in-law) not to exceed 5 days, except with approval of Assistant Superintendent for Human Resources.

#### C. Funeral Leave

Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance (spouse, child, grandparent, step-child, stepparent, parent, or parent-in-law).

#### D. Personal Leave

Employees may use two (2) personal leave days per school year. Employees who have accumulated fifty (50) sick days at the end of the previous school year, may purchase one (1) additional personal day by using two (2) sick days.

- 1. Arrangements for said leave shall be made at least five (5) days in advance with the principal on the proper form.
- 2. Matters of an emergency nature shall be allowable without the 5-day advance notice at the discretion of the principal.

- 3. Personal leave day shall not be used immediately before or after school vacation periods except with the approval of the principal.
- 4. Personal days shall not accumulate and will be charged to sick leave.

#### E. Leaves Taken Under FMLA (Family and Medical Leave Act)

The leave provisions of this Agreement shall be construed consistently with the requirements of the federal Family and Medical Leave Act. Employees may take unpaid leave, with health benefits, in accordance with the Act for birth, adoption or foster care placement, or for a serious medical condition affecting themselves or their immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave granted in this Agreement. If an employee has need for such leave, he/she should contact the Human Resources Office to determine eligibility and arrange the terms of the leave. The District may substitute paid leave as permitted by the Act.

NOTE: Employees shall pay a pro rata portion of insurance premiums for an unpaid leave of absence of five (5) or more days.

#### F. Worker's Compensation

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

- All injuries and/or disabilities which are claimed to be job related, no matter how slight, are to be reported immediately to the immediate supervisor. All potential claims against Worker's Compensation should be documented within twenty-four (24) hours of the occurrence or as soon as practical by completing the "Report of Injury to Employee" form.
- Verification of disability and the relationship between the disability and employment may be required. Such verification shall be from medical personnel approved by or satisfactory to the Board.
- 3. The employee will be paid his/her normal daily wages for the time off necessary because of a confirmed job-related injury. This time off will NOT be charged to the employee's sick leave for the day of the injury or, if needed, the six (6) work days following. The need for such absence will be based on medical verification from the Board's doctor or a doctor approved by the Executive Director for Human Resources. If the doctor recommends that the employee work "with restrictions", the supervisor will consult with the employee and the supervisor will make the final determination if the employee will be allowed to work under the conditions stated by the doctor.
- 4. If the employee is absent from work for a period of time that would qualify the employee for "loss in income" benefits from Worker's Compensation, the wage

benefits received by the employee for the first seven (7) days will be reimbursed to the Board.

5. Once "loss of income benefits" is available to the employee, the Board will pay the employee the difference between the amount received from Worker's Compensation and the amount of daily base wages normally paid to the employee. The amount paid by the Board will be charged on a prorated basis to the employee's available sick leave. Said sick-leave benefit shall not be paid for a longer period than the period equivalent to the accumulated sick leave as heretofore determined in this Article.

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

- 6. Once an accident claim has been filed with the Board, it will be the Board's responsibility to file the claim with the Worker's Compensation insurance carrier if the injury was job related. After the claim is filed with the insurance company, all claims, problems, reimbursements, etc. must be worked out directly between the employee and the insurance company.
- 7. Board paid insurance's will continue during a Worker's Compensation disability until earned sick leave is exhausted, plus 60 calendar days.
- 8. An employee absent because of a work-related injury will be reemployed in his/her former position if the return to work is authorized by medical personnel approved by the Board and the return is within one (1) year of their initial absence. If the date of return exceeds the one (1) year period, the employee will be reemployed to any vacant position for which they are qualified if they are medically recommended for return to work during the second year. The Board will work cooperatively with the Worker's Compensation company and the employee regarding retraining for jobs in other classifications.

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

The following miscellaneous provisions shall apply in regard to absences:

- 1. The Board of Education reserves the right to require a doctor's certificate or other evidence of illness.
- 2. The Executive Director for Human Resources shall certify the legitimacy of a claim for compensation for absence.
- 3. Any employee who willfully violates or misuses this policy or misrepresents any statement or condition under this policy shall be subject to discipline.

# LEAVES WITH PAY (NOT CHARGEABLE TO SICK LEAVE)

A. Leaves of absence with pay not chargeable against the employee's allowance shall be granted for the following reasons:

#### 1. Funeral Leave (Immediate Family)

Death in the immediate family (spouse, child, stepparent, stepchild, grandchild, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent) not to exceed five (5) days.

#### 2. Jury Duty

Absence when an employee is called for jury service less per diem received for jury duty.

#### 3. Court Subpoena

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

#### 4. Workshop/In-Service

Approved attendance at conferences, workshops, or in-service meetings related to secretarial work. See Article 14, Section G.

#### 5. Military Reserve Duty

Military reserve training duty, not to exceed two (2) weeks.

#### 6. University Study

Short-term university study, not to exceed two (2) weeks, that is related to secretarial assignment.

#### B. Paid Holidays

- 1. Each employee shall be paid, but not required to work for the holidays listed below provided:
  - a. School is not in session.
  - b. The employee has completed their probationary period.

#### 2. Holidays covered by this section are:

Friday before Labor Day

Day before New Year's Day

Labor Day

New Year's Day

Thanksgiving Day

Memorial Day

Friday after Thanksgiving

Mid-Winter break

Day before Christmas

First Friday of Spring Break

Christmas Day

- 3. Should an employee be ill on the scheduled workday before or after the holiday, he/she shall be paid for the holiday provided a statement from a medical doctor to his/her immediate supervisor verifying illness is submitted to the Personnel Office on the employee's return to work.
- 4. In order to qualify for holiday pay, the employee will have worked the scheduled work day immediately preceding and immediately following the holiday or be on an approved paid leave.

#### C. Paid Vacations

#### 1. School Year Employees

Full-time employees working 42 or more weeks per school year will receive vacation pay as follows:

Seniority (as of June 30)	Vacation
More than 60 work days, less than 1 year	Pro rata portion of 6 work days
1 - 5 years	7 work days
6 - 9 years	10 work days
10 or more years	14 work days

- 2. For purposes of determining vacation, seniority shall be defined as the employee's most recent date of hire with the Kentwood Public Schools in a bargaining unit position covered under the Kentwood Educational Secretaries Association contract. An exception may be made by the Executive Director for Human Resources for non-bargaining unit secretarial/bookkeeping experience at Kentwood Schools.
- 3. It is understood that an employee who has earned vacation as provided for in #1 above shall be entitled to vacation pay, prorated, upon leaving the employment of Kentwood Public Schools, regardless of the reason for leaving.
- 4. Vacation time will be paid on the 1<sup>st</sup> pay date in July following the end of the school year. An exception to this schedule may be made by the Executive Director for Human Resources.

#### UNPAID LEAVES

- A. <u>Leaves of absence without pay</u> may be granted for a period of not to exceed one (1) year for the following reasons:
  - 1. The conditions at home require the employee to remain at home.
  - 2. Personal illness on advice of physician.
  - 3. Employee shall not receive credit on the salary schedule for the year's leave of absence.
- B. <u>Military</u> Leaves of absence without pay shall be granted to any employee who shall be inducted or shall be called or shall enlist in military duty in any branch of the Armed Forces of the United States.
  - 1. Such leave shall terminate upon any voluntary extension of the tour of duty.
  - Employees on military leave shall be granted the benefit of any increment which would have been credited to them had they remained in active service of this school system.
  - Sick and personal days accumulated from the date of enlistment or draft shall be held for said employee until his/her return or otherwise held in accordance with other provisions of this Agreement.
- C. <u>Peace Corps</u> Leaves of absence without pay shall be granted for up to two (2) years to any employee who joins the Peace Corps, or similar domestic program as a full-time participant in such program. Any period of such leave shall be treated as time worked for purposes of the salary schedule set forth in Article 15 of this Agreement.
- D. <u>Campaign for Public Office</u> The Board shall grant a leave of absence without pay or credit on salary schedule to any employee to campaign for, or serve in, a public office.
- E. Leaves Taken under FMLA (Family and Medical Leave Act)

The leave provisions of this Agreement shall be construed consistently with the requirements of the federal Family and Medical Leave Act. Employees may take unpaid leave, with health benefits, in accordance with the Act for birth, adoption or foster care placement, or for a serious medical condition affecting themselves or their immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave granted in this Agreement. If an employee has need for such leave, he/she should contact the Human Resources Office to determine eligibility and arrange the terms of the leave. The District may substitute paid leave as permitted by the Act.

NOTE: Employees shall pay a pro rata portion of insurance premiums for an unpaid leave of absence of five (5) or more days.

A change in the regular schedule of employees will occur only after consultation with the Association President.

#### CONDITIONS OF EMPLOYMENT

#### A. Probationary Period

- 1. An employee beginning first service with Kentwood Public Schools shall be deemed to be in a probationary status. The probationary period shall be 60 work days taken from and including the first day of employment. If at any time prior to the conclusion of the probationary period the employee's work performance is of unacceptable quality, the employee may, upon the recommendation to the Executive Director for Human Resources, be subject to immediate dismissal. Upon recommendation to the Human Resource Office by the building administrator, the employee's probationary period may be extended an additional 30 work days.
- 2. After the conclusion of a satisfactory period of probation, all matters pertaining to benefits and seniority shall revert to the employee's initial day of service.

#### B. Physical Examinations

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

#### C. Overtime

Work beyond 40 hours per week shall be paid at the rate of time and a half (authorized only by building principal <u>and</u> Human resources office).

#### D. Substance Abuse

While the Board has no intention of intruding into the private lives of its employees, it expects all employees to report for work in a condition to safely perform their duties. The presence of illegal or unauthorized drugs or alcohol in an employee's system while on the job is inconsistent with student needs and a safe work environment, and violates existing Board Policy.

If the Board has reason to suspect an employee is at work with the presence of alcohol, or illegal or unauthorized drugs in his/her bodily system, the Board may require alcohol or drug testing, provided the Board has previously warned the employee in the presence of an Association representative of its reasonable suspicion, which warning may not be grieved, and has referred the employee to local treatment options.

#### SENIORITY, LAYOFF AND RECALL

#### A. Seniority

- 1. Seniority shall be defined as length of continuous service within the bargaining unit commencing with the last date of hire.
- 2. Leaves of absence granted in accordance with the provisions of Master Agreement shall not constitute an interruption in continuous service.
- 3. Seniority shall be considered continuous when an employee is transferred to a different classification.

#### B. Reduction in Staff

- 1. It is at the sole discretion of the Board of Education to reduce personnel when necessary.
- 2. The Human Resource Office shall provide the Association with rationale for the reduction of position(s).
- 3. If reduction of staff is necessary, layoff shall be determined by the following order:
  - 3.1 Probationary employees shall be laid off first where an employee who has acquired any seniority and whose position has been curtailed are qualified to perform the services of the probationary employee.
  - 3.2 Seniority provided the position could be filled by a member of the bargaining unit who is qualified.
  - 3.3 Experience and qualification.
  - 3.4 Skill and efficiency.
- 4. In the event the position of a seniority employee is eliminated, said employee shall have the right to replace the least senior employee in the same or a lower classification.

#### C. Recall of Personnel

- Recall shall be in inverse order based on the same criteria used for layoff as determined by the Board.
- 2. A recall list shall be maintained by the Board for a period not to exceed two (2) years. Thereafter, an employee shall lose the right to recall.
- 3. If elimination of a position is made by the Board, this position as defined by the job description, if reinstated, shall be within the bargaining unit.

# JOB POSTING, VACANCIES, PROMOTIONS AND TRANSFERS

Vacancies for existing or new jobs shall be electronically posted via District HR office.

#### **INSURANCE BENEFITS**

#### A. Insurance Benefits

- The Board shall provide for each full-time employee life insurance protection to be paid to the employee's beneficiary. This insurance shall carry an accidental death and dismemberment rider.
- 2. \$35,000 life insurance policy is in effect for full time employees not taking the offered insurance.
- 3. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment. Provided that the employee has fulfilled all contracted obligations, benefits will be provided during all twelve (12) months of the contract year, and the July and August Board portion of the premiums will be paid by the Board.

See Appendix C for detailed description of Insurance Options

**FULL TIME IS CONSIDERED 30 OR MORE HOURS PER WEEK** 

## **SCHOOL CLOSING**

When an announcement is made that school will be closed for inclement days, staff need not report unless directed to report to work. Employees will be paid at their regular rate of pay up to three (3) instructional days. Additional days will require use of earned paid time off.

#### NON-STRIKE AGREEMENT

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

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

#### **NEGOTIATION PROCEDURES**

It is understood that matters not specifically covered by this Agreement, but of common concern to the parties shall be subject to negotiation between them from time to time during the period of this Agreement upon mutual consent of the meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

#### WAGES, PAY STEPS, AND OTHER COMPENSATION

#### A. Wages

The hourly rates to be paid for each classification are detailed in Appendix A for 2018-2021.

#### B. Step Increase/Placement

- 1. Employees new to the Association hired prior to February 1 of each school year shall receive a step increment on the succeeding July 1st.
- 2. Employees new to the Association hired after February 1 of each school year shall remain on the same step of the new schedule until the July 1st of the next calendar year following employment.
- 3. An employee may be allowed credit, at the discretion of the Executive Director for Human Resources, for relevant experience outside of Kentwood Schools.
- 4. If an employee is advanced to another position within his/her unit classification, said employee shall be placed on the step nearest the step rate of former position and the rate becomes effective immediately. The rate shall not be less than the rate of pay of former position.

If the employee transfers back to the original position, the rate shall revert to the previous wage scale.

#### C. New Positions

The Board and the Association shall negotiate the wage rate for any new secretarial position that the Board establishes during the term of this Agreement within the framework of the classification I, II, and III.

#### D. Severance Pay

- An employee with ten (10) years of service within the K.E.S.A. bargaining unit, upon severance, shall be compensated for any unused accumulated sick leave at the rate of \$25.00/day.
- 2. The compensation described above shall be paid on the following basis:
  - a. Employees working 30 hours or more per week 100%.
  - Employees working less than 30 hours per week but at least 16 hours per week - 50%
  - c. Employees working less than 16 hours per week 0%.

3. An average number of hours worked per week while employed within the bargaining unit with Kentwood Public Schools shall determine the percentage.

#### E. Death of Employee

Upon the death of an employee, the spouse/beneficiary will be paid at the appropriate rate set forth above for each unused sick leave day accumulated by the employee regardless of the decreased employee's eligibility under the Michigan Public School Employee Retirement Act on years of service. In addition, any unused vacation days shall be granted to the spouse/beneficiary upon the death of the employee.

#### F. Tuition Reimbursement (see 4230 agreement \*\*9 credit hours)

- 1. Reimbursement for courses related to the work of the employee should be a maximum of \$600 per calendar year to be paid to any one employee.
- 2. Course selection must have prior approval of the principal or immediate supervisor with final approval by the Executive Director for Human Resources.
- 3. To receive reimbursement, the class must be successfully completed with a grade of "C" or better for undergraduate classes and a grade of "B" or better for graduate level classes. The grade transcript and proof of payment will be attached to the Tuition Reimbursement Form.

#### G. Compensatory (Comp) Time

Compensatory (Comp) Time is earned in lieu of monetary overtime compensation and by law it is earned at the rate of time and one half.

- 1. Employees will obtain approval of their supervisor before working overtime or accruing comp. time:
  - a. Unless it is required to assure that a student in grade 8 or below is not left alone waiting for a ride home or parents require assistance.
- 2. Comp Time shall be scheduled by mutual agreement. An employee shall be permitted to use Comp Time within a reasonable period after making the request if the use of the Comp Time does not unduly disrupt the District's operations. It is unreasonable to not permit an employee to take compensatory time during the school year. All comp time must be used in the contract year earned. There is no monetary value to comp time.

Compensatory Time is not available to employees who work less than six (6) hours per day or 30 hours per week.

## **DURATION OF AGREEMENT**

This Agreement shall be effective as of July, 1, 2018, and shall continue in effect until June 30, 2021. The Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

KENTWOOD EDUCATION SECRETARIES ASSOCIATION	BOARD OF EDUCATION
President Vyle	Mini Madden  President
Tresident	Arton
Negotiator	Secretary
Negotiator	Chief Negotiator
Negotiator	
Data	Data 6: 14, 7018

KESA Hourly rates 2018-2021 **Kentwood Public Schools** 

All Elementary Schools **EK Freshman Campus** All Middle Schools Secretary to: Class 1:

Asst. EKHS Principal/Dean of Students Secretary to: Class 2:

Asst. Middle School Principal/Dean of Students

Guidance Office/Registrar

Secretary/Receptionist Comm. Ed.

Secretary - Pine Rest/Dart

Library, Attendance, Office, Bookstore, Transportation, Guidance, Community Ed

Clerks:

Class 3:

Class		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 11	Step 11 Step 16 Step 21 Step 26	Step 21	Step 26
_	2018-2019	14.27	15.00	15.76	16.49	17.23	17.63	17.92	18.25	18.64	19.09
	2019-2020	14.34	15.07	15.83	16.58	17.32	17.72	18.01	18.34	18.74	19.18
	2020-2021	14.41	15.15	15.91	16.66	17.40	17.81	18.10	18.43	18.83	19.28
=	2018-2019	13.90	14.62	15.46	16.18	16.89	17.29	17.57	17.91	18.30	18.75
	2019-2020	13.97	14.70	15.54	16.26	16.97	17.38	17.66	18.00	18.39	18.84
	2020-2021	14.04	14.77	15.62	16.34	17.06	17.46	17.75	18.09	18.48	18.93
=	2018-2019	12.66	13.49	14.33	15.17	16.01	16.41	16.70	17.03	17.42	17.87
	2019-2020	12.72	13.56	14.40	15.25	16.09	16.49	16.78	17.11	17.51	17.96
	2020-2021	12.78	13.63	14.48	15.32	16.17	16.58	16.86	17.20	17.60	18.05

## Appendix B

# **FINAL DISTRIBUTION:**

- 1 Aggrieved
- 1 Immediate Supervisor
- 1 Superintendent of Schools
- 1 Grievance Chairperson1 KCEA UniServ Director

### **KENTWOOD PUBLIC SCHOOLS** SUPPORT STAFF **GRIEVANCE COMPLAINT FORM**

Na	ame (s) of Grievant(s)
Bu	uildingClass of Grievance
Dε	ate cause of grievance occurred
Sta	atement of facts leading to alleged violation:
Sp	pecific article(s) and sections alleged to have been violated:
Re	elief sought:
A.	STEP 1 (Discussion) (Within 10 work days of alleged violations)
	Date of meeting with supervisor

D.	31	EP 2 (vvriller	ı — to immedia	ate Supe	ervisor)				
	1.	Filing Reque	est (within 10 v	work day	y of confe	ence in S	Step 1.)		
		Grievant		Date		rievance	Chairper	rson	Date
	2.	Response (f	rom Superviso	or within	10 work	days of S	tep 2		
		Disposition b	y Supervisor:						
		Signature of	Supervisor			_	Date		
C.	ST	EP 3 (Writter	n – to Superint	tendent	or Design	ee)			
	1.	Filing Requ	est (Within 10	work da	ays of rece	eipt of Ste	p 2 resp	onse)	
	Gr	ievant	Date	Grieva	nce Chair	person	Da	ate	
		ite of meeting ep 3 request)		<del></del> .		(with	in 10 wo	rk days	of receipt of
	2.	Response	(within 5 work	days of	Step 3 m	eeting)			
	Dis	sposition by S	Superintenden	t or Des	ignee:				
	Sig	gnature of Su	perintendent o	or design	nee		Date		
D.			tion). Reques days of receip					al arbitr	ator.
<u>-</u>	Grie	vant	Date	-	Grievance	Chairpe	rson	Date	

## FULL-TIME SECRETARIES/CLERKS INSURANCE OPTIONS OVERVIEW

;	Option I	Option II	Option III	Option IV
:	Priority Health HMO	Priority Health HSA	No Medical dental/vision/life/LTD	WAIVER
Employee Cost	Full-time employees (30 or more hours per week)	Full-time employees (30 or more hours per week)	Full-time employees (30 or more hours per week)	N/A
	Full-time employees who elect this plan will pay the difference between the PA 152 CAP amount and the Priority Health HMO premium plus 20% of the dental/vision cost.	Full-time employees who elect this plan will pay the difference between the PA 152 CAP amount and the Priority Health HSA premium plus 20% of the dental/vision cost.	Full-time employees who elect this plan will pay 20% of the dental/vision cost.	
Cash in-Lieu Payment	N/A	N/A	Full time \$75.00 per month cash in lieu pald with the waiver of medical and prescription coverage.	Full-time \$500 per month cash in lieu pald with the waiver of all the above coverage options.
Medical	Priority Health HMO Office Visit co pay: \$5.00 Deductible: None All services must be in network Plan summary available upon request	Priority Health HSA (HMO) Deductible: \$2,000 single \$4,000 2-person \$4,000 Full family KPS will fund deductible at 100%. Amount will be prorated for mid-year elections.	There is no medical coverage with this option	no medical coverage with this option
Prescription	Co-payment \$10 generic/\$20 brand - for 30 day fill \$10 generic/\$20 brand - 90 day mail order.	Plan summary available upon request  Co-payment After plan year deductible is met \$10 generic/\$40 brand for 30 day fill.	There is no prescription coverage with this option	no prescription coverage with this option
Dental	ADN Administrators, Inc. Plan year January - December \$1,000 maximum benefit for each insured person per year for basic and major services  Basic dental services paid at 100%  Major dental services paid at 70%	ADN Administrators, Inc. Plan year January - Decamber \$1,000 maximum benefit for each insured person per year for basic and major services • Basic dental services paid at 100% • Major dental services paid at 70%	ADN Administrators, inc. Plan year January - December \$1,000 maximum benefit for each insured person per year for basic and major services  Basic dental services paid at 100%  Major dental services paid at 70% \$1,500 maximum benefit for each insurance person per lifetime for orthodontics	no dental coverage with this option

Dental, Cont	\$1,500 maximum benefit for each insurance person per lifetime for orthodontics  Orthodontic dental services paid at 90% (19 age limit).  NVA (National Vision Administrators	\$1,500 maximum benefit for each Insurance person per lifetime for orthodontics Orthodontic dental services paid at 90% (19 age limit).  NVA (National Vision Administrators	Orthodontic dental services paid at 90% (19 age limit).  NVA (National Vision Administrators	There is no vision
Vision	Plan year is Jan. 1st - Dec. 31st.  Vision exam - 100% in network (\$50.00 maximum benefit)  Lenses-standard glass or plastic covered Frames - \$200 altowance Contact lenses and contact fitting exam: Medically Necessary- covered up to \$200.00. Elective-covered up to \$115.  Benefits are limited to one exam and either one pair of glasses (lenses & frames) or maximum allowance of contract lenses once per plan year per plan participant. The above amounts are covered using a NVA network provider.  You may be eligible for additional cost reduction if an in network provider is used, see NVA's summary for details.	Plan year is Jan. 1st - Dec. 31st.  Vision exam - 100% in network (\$50.00 maximum benefit)  Lenses-standard glass or plastic covered Frames - \$200 allowance Contact lenses and contact fitting exam: Medically Necessary- covered up to \$20.00. Elective-covered up to \$115. Benefits are limited to one exam and either one pair of glasses (tenses & frames) or maximum allowance of contract lenses once per plan year per plan participant. The above amounts are covered using a NVA network provider. You may be eligible for additional cost reduction if an in network provider is used, see NVA's summary for details.	Plan year is Jan. 1st - Dec. 31st.  Vision exam - 100% in network (\$50.00 maximum benefit)  Lenses-standard glass or plastic covered  Frames - \$200 allowance  Contact lenses and contact fitting exam: Medically Necessary- covered up to \$200.00. Elective- covered up to \$115.  Benefits are limited to one exam and either one pair of glasses (lenses & frames) or maximum allowance of contract lenses once per plan year per plan participant. The above amounts are covered using a NVA network provider.  You may be eligible for additional cost reduction if an in network provider is used, see NVA's summery for details.	coverage with this option
Life Insurance	. 4	\$35,000 life - \$35,000 AD&D	\$19,000 life - \$19,000 AD&D	\$35,000 life - \$35,000 AD&D
Long Terr Disability		66 2/3% of monthly salary to a maximum of \$5,000 per month.  90 calendar day waiting period	66 2/3% of monthly salary to a maximum of \$5,000 per month.  90 calendar day waiting period	66 2/3% of monthly salary to a maximum of \$5,000 per month.  90 calendar day waiting period