

6-5-24

TA
Susan Porter
Alex Rogers
6-5-24

KENT INTERMEDIATE SCHOOL DISTRICT

-and-

KIEA – TRANSPORTATION (AIDES)

EMPLOYER PACKAGE PROPOSAL

6-5-24

Note: This proposal is offered as a package proposal only. The District reserves the right to alter or remove any or all portions if the package is not accepted in whole. Any alterations shall not be considered regressive bargaining.

The District proposes a three-year contract for 2024-25, 2025-26 and 2026-27 commencing on August 12, 2024 and expiring on August 13, 2027. All provisions of the current contract remain in effect with the exception of those noted below.

Note: This proposal moves away from a September 1st date given the pre-Labor Day start.

Throughout – change any references to Assistant Superintendent of Human Resources -Training to the current title. (editorial)

ARTICLE II

RECOGNITION

A. Bargaining Representative

1. The Board hereby recognizes the Kent County Education Association/MEA/NEA as the exclusive bargaining representative for the Kent Intermediate Education Association, as defined in Section II of Act 379 of the Michigan Public Acts of 1965, for support personnel employed by the Board in the areas of Special Education and Career and Technical Education, including:

a. Bus Aides

but excluding all supervisory, administrative, Business & Community Resources Network Coordinators, teaching/professional, clerical, custodial and maintenance personnel and all persons employed by the Board in any other area.

2. Additional positions excluded from the Transportation bargaining unit:

a. All casual Substitute Special Education Bus Aides assigned to Special Education bus duties will be excluded from the bargaining unit.

- b. ~~Four (4)~~ **Two (2)** ~~Field Road~~ Supervisors will be excluded from the bargaining unit.

These positions will substitute for Special Education Bus Aides who are absent from their assigned runs. They will primarily have supervisory duties as assigned by the administration.

3. The term "bargaining unit member" when used hereinafter in this Agreement shall refer solely to those bargaining unit members represented by the Association in the bargaining unit defined in A.1. above.
4. The term "Board" shall include its officers and agents, including the Superintendent and his designees.

B. Negotiations

The Board agrees not to negotiate with any organization other than that designated above as the bargaining representative of the bargaining unit members covered under Paragraph A.1. above.

ARTICLE III

BOARD RIGHTS AND RESPONSIBILITIES

C. Terms of Agreement

3. Change "busstop" website reference to www.kentisd.org

ARTICLE IV

ASSOCIATION PRIVILEGES

A. Membership Rights

The Board agrees that it will not discriminate against any bargaining unit member with respect to hours, wages, terms or conditions of employment because of membership in the Association or participation in any activities of the Association.

B. Statutory Rights

The Association, on its own and its individual members' behalf, retains and reserves without limitations all powers, rights, authority, duties and responsibilities, if any,

conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States.

C. Building Use

1. The Board agrees that the Association may use the District's building and utilities at any reasonable time with the prior approval of the Superintendent for the purpose of holding meetings of the Association or conducting Association business.
2. The Association may use the equipment (copying machines, typewriters, audio visual equipment, computers) within the buildings when such equipment is not otherwise in use, provided that the Board may request reimbursement for the cost of supplies used and any equipment damages due to negligence. The Association may also have the use of telephones for local calls.
3. Existing bulletin board space shall be made available to the Association to post notices of a non-political nature. The Association shall be allowed to distribute materials provided the building administrator is kept informed of the Association member(s) designated the responsibility for such distribution.

D. Information

The Board agrees to furnish to the Association, in response to reasonable requests, public information when available to the Board, in the form in which it is kept, concerning the financial resources of the District, tentative budgetary requirements and appropriations and such other public information in the possession of the Board as may assist the Association in developing accurate and constructive programs on behalf of the bargaining unit members covered under this Agreement or which may be necessary for the Association to process any grievance or complaint.

E. Recognition at Board Meetings

The Board agrees that a bargaining unit member, so designated by the Association, will be recognized at a regular Board Meeting so long as prior arrangements have been made with the Superintendent.

F. Union Member

The Parties recognize that being a dues paying member of the Association is voluntary. Those bargaining unit members electing to pay dues will do so directly to the Association.

G. Association Business/Leave

1. The Board agrees that it may be necessary for officers or agents of the Local Association to conduct Association business during working hours. This will be allowed subject to the following provisions:
 1. A maximum of seven (7) Association leave days will be allowed per school year for KIEA use with no deduction in pay.

An additional six (6) work days total may be requested by the bargaining unit members to attend the annual MEA Conference. Each member may request no more than two (2) days for conference attendance.

2. Prior authorization from the Administration must be obtained. Requests for Association leave will be submitted in writing five (5) workdays in advance through the immediate supervisor. All requests must be signed by the Association President and Associate Superintendent of Human Resources-Training. The request will state the date(s) to be absent, the person(s) requesting use of Association leave, the length of time the Association leave will require absence from the job.
 3. Unused days are not cumulative and may not be used in another contract year.
 4. No one individual will be absent from a classroom/student caseload assignment more than five (5) work days per school year while on Association leave.
 5. Association days shall not be used during scheduled conference times, open house meetings, orientation/in-service days, or immediately before or after holiday and vacation periods.
 6. Persons who are not bargaining unit members of the Board shall obtain prior approval of the Superintendent or his representative before conducting any Association business during the normal working hours of the bargaining unit member. Such approval shall not be unreasonably withheld.
2. Released time for Association Meetings. The Association shall have the right to schedule two (2) membership meetings per year during the workday. All bargaining unit members scheduled to work at such time shall be released with pay for attendance at such meeting(s). Said meetings shall be no longer than 1 ½ hours at any one time, shall be scheduled at a time to minimize disruption, and shall be arranged at least five (5) days in advance.
 3. No one individual will be absent from the classroom/student case load assignment more than five (5) work days per school year while on association leave.

4. It is understood that, subject to ORS requirements, service credit for union release time may be subject to the Association or employee reimbursing Kent ISD for the employer's ORS costs for that amount of release time each school year.

ARTICLE V

GRIEVANCE PROCEDURE

D. Level 1 (Verbal/Field Supervisor)

An aggrieved shall, within ten (10) days after the facts giving rise to the grievance have first occurred, or when the alleged grievance first became know, discuss the grievance, either alone or with an Association representative, with their Field Supervisor, specifically identifying the discussion as being a Level 1 grievance matter. ~~The minutes of this meeting shall be prepared and distributed to both parties by the immediate supervisor.~~

E. Level 2 –Written (Immediate Supervisor/Human Resources)

1. In the event the grievance is not resolved within ten (10) days of the level 1 discussion, the grievance may be reduced to writing using the Official Grievance Form, stating the facts giving rise to the grievance and identifying the provisions of this Agreement which have been violated, stating how it believes the Agreement had been violated, relief sought, signed by the aggrieved, and delivered to the grievant's Field Supervisor. The written grievance shall be delivered no later than 3:30 p.m. on the 16th day following the first occurrence of the facts giving rise to the grievance.
2. Within ten (10) work days of receiving the written grievance form, the aggrieved bargaining unit member and the Field Supervisor (together with the appropriate Director, if the Director is not the bargaining unit member's immediate supervisor) and a representative of the Association shall meet to discuss the matter in an effort to resolve it.

For bus drivers, immediate supervisor will be considered the Field Supervisor. If the issue is with the Field Supervisor, all Level 2 meetings will be held with the Assistant Superintendent of Human Resources and Legal Services shall provide written response to the aggrieved within five (5) days of the grievance meeting.

3. The immediate supervisor shall provide a written response to the aggrieved within five (5) days of the grievance meeting.

G. Level 4 (Mediation)

If the grievance is not resolved at Level 3, **subject to mutual agreement Association and the aggrieved may**, within ten (10) days from the final decision of the Superintendent or the date such was due, whichever is shorter, **the parties may** submit the grievance to mediation. ~~The resolution of such grievance shall be mediated by the parties through the interest-based dispute resolution process. The process will be reduced to writing and added as Appendix E. of this Agreement.~~ Grievances that are not satisfactorily resolved through this process shall be submitted to Level 5, Arbitration, only after **mediation** ~~the interest-based resolution process~~ has been fully exhausted. **Neither party shall be obligated to mediation.**

I. Power of the Arbitrator

The arbitrator shall have the power and authority as set forth herein to resolve such grievance.

1. It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the **contractual** question submitted to him.
2. Further, it is agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement; nor shall the arbitrator substitute his discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association under Article III or IV, respectively; nor shall the arbitrator exercise any responsibility or function of the Board or of the Association.
3. The decision of the arbitrator shall be final and binding on both parties.

J. Limitations of Arbitrator (no change but simply moved up from the bottom to follow Powers of the Arbitrator)

The arbitrator shall have no power to rule on any of the following:

1. The termination of services or failure to re-employ any probationary bargaining unit member.
2. The termination of services or failure to re-employ any bargaining unit member to a position other than his basic position.

L. (ADD)

10. Any grievance which arose prior to the effective date of this agreement shall not be processed under this agreement.

1.

ARTICLE VI

INDIVIDUAL BARGAINING UNIT MEMBER
PRIVILEGES AND REPOSIBILITIES

A. Civil Rights

The hours, wages, terms and conditions of this contract will be applied without regard to race, ~~ered~~, color, religion, national origin, age, sex (**including pregnancy, gender identity, or sexual orientation**) height, weight, marital status, physical characteristics, disability, ~~sexual orientation~~ or any other legally protected characteristics.

C. Bargaining Unit Member Records

Upon appointment, bargaining unit members shall have access to their personnel files to review any document prepared by the bargaining unit member, college transcripts, progress evaluation forms prepared by the principal or supervisor, and information which is not received as privileged, confidential or considered as such according to law. ~~Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.~~ **A bargaining unit member will be notified via email if a person other than the supervising administrator or Human Resources team member requests access to their personnel file and whether that access was granted.**

A. Complaints and Reprimands

D 2(d)

d. Discipline ~~Just Cause~~ and Grievance

- (1) No non-probationary bargaining unit member shall be disciplined **for reason that are arbitrary or capricious without just cause**. Discipline includes reprimands, suspensions, reductions in rank or pay and discharge. Any such discipline, which is to be made a permanent part of the bargaining unit member's personnel files, shall be subject to the grievance procedure herein set forth.

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

- (2) Reprimands issued under this Article may be the subject of a grievance within the terms and conditions of the grievance procedure set forth in Article V in this Agreement.

B. Bargaining Unit Member Evaluation

1. Each non-probationary bargaining unit member will be evaluated a minimum of once every two (2) years and may be evaluated more frequently if the need arises. The staff evaluation program shall aim at the early identification of specific areas in which the bargaining unit member needs help, so that appropriate assistance may be provided or arranged for. The evaluation of the performance of each bargaining unit member shall be the responsibility of the immediate supervisor. The name of the evaluator shall be provided to each member in ~~writing via a courier signed receipt letter~~ by the fifteenth (15th) day of September. In the event the bargaining unit member has not received notification by the above date, the building principal shall be the evaluator.

ARTICLE VIII

GENERAL WORKING CONDITIONS FOR BARGAINING UNIT MEMBERS

Situation #3 – Center program closed

On days that a center program does not operate because of an emergency closing, students that attend those programs will not be transported.

In these situations, a bus aide will be paid his/her normal (average) daily riding hours and will not be expected to ride that day.

If there is any confusion or question as to whether a bus aide is to assist students, transport to a particular building, on any given day they are to communicate directly with the Transportation Field Supervisor and/or the Transportation Supervisor at the district where their run originates.

Kent Intermediate School District Regions I and II Special Education Bus Aides are expected to tune into local television and radio stations for updates regarding school

closings. It should be noted that when the Kent ISD closes the Kent Career/Technical Center, the Kent Transition Center, or the Educational Service Center buildings that does not automatically impact special education runs from local districts. Each district, including districts operating center programs, will make individual decisions and bus aides need to listen very carefully to how that may or may not impact their special education run.

~~*Situation #4*—Region I & II Bus Aides shall be compensated for all appropriately performed work. All Bus Aides will be paid for two (2) hours if not notified by the employer prior to reporting to work and school has been canceled because of snow or inclement weather conditions, or if the student is not riding that day. This also applies when a Bus Aide reports to work and school is delayed because of snow or inclement weather conditions.~~

In an effort to maintain an adequate number of Bus Aides, the KIEA and the District have agreed to adjust the number of positions of bus aides.

A. Bargaining Unit Member Protection/Assault

- ~~1. If a bargaining unit member, acting in the line of duty, is assaulted, the incident shall be immediately reported to the School Board or its representative. The School Board shall provide legal assistance to the bargaining unit member in connection with handling of the incident. Such assistance shall include the provision of legal counsel.~~
- ~~2. In case of an assault by a student or students on a bargaining unit member, while the bargaining unit member is acting in the line of duty and while the student is under the school's jurisdiction, causing damage to the bargaining unit member's clothing and/or glasses, the School Board shall make an equitable financial settlement for such loss with the bargaining unit member involved. Such damage shall be reported immediately to the building Administrator of the building in which such damage occurred.~~
- ~~3. In cases of an assault resulting in an injury inflicted by a student(s) on a bargaining unit member while the bargaining unit member is acting in the line of duty and the student is under the jurisdiction of the school and when the bargaining unit member is found not to have provoked the incident, the time lost, if any, by the bargaining unit member shall not be charged against the bargaining unit member's accumulated leave day(s) and the bargaining unit member shall continue to be paid by the School Board. When Workers' Compensation is paid, the School Board shall pay the difference between that sum and the bargaining unit member's regular salary. During the above period of such disability, said bargaining unit member shall be entitled to full applicable privileges included in this Agreement.~~

Bargaining Unit Member Protection/Assault

If a bargaining unit member, acting in the line of duty, is assaulted, the incident shall be immediately reported to the School Board or its representative. The School Board shall provide legal assistance to the bargaining unit member in connection with handling of the incident **which may include legal counsel if the District is subject to legal action as a result of the incident.** ~~Such assistance shall include the provision of legal counsel~~

In case of an assault by a student or students on a bargaining unit member, while the bargaining unit member is acting in the line of duty and while the student is under the school's jurisdiction, causing damage to the bargaining unit member's clothing and/or glasses, the School Board shall make an equitable financial settlement for such loss with the bargaining unit member involved. Such damage shall be reported immediately to the building Administrator of the building in which such damage occurred.

In cases of ~~an~~ **physical** assault resulting in an injury inflicted by a student(s) on a bargaining unit member while the bargaining unit member is acting in the line of duty and the student is under the jurisdiction of the school and when the bargaining unit member is found not to have provoked the incident, the time lost, if any, by the bargaining unit member shall not be charged against the bargaining unit member's accumulated leave day(s) and the bargaining unit member shall continue to be paid by the School Board **up to a maximum of 30 work days subject to supporting medical documentation.** When workers' compensation is paid, the School Board shall pay the difference between that sum and the bargaining unit member's regular salary **utilizing the bargaining member's accumulated paid leave, if any.** **At such time that bargaining unit member has exhausted all paid leave, the Board will pay that difference for a period not to exceed one year from the injury resulting from assault.** ~~During the above period of such disability, said bargaining unit member shall be entitled to full applicable privileges included in this agreement.~~

During the first twelve (12) months from initial injury by a student, if a bargaining unit member is qualified for workers' compensation; there shall be no interruption in the following benefits: health/medical insurance, dental and vision reimbursement, life insurance and seniority, subject to the required employee contributions. Employees shall not earn compensable leave days during a compensable Worker's Compensation illness, injury or disability.

Following the twelve (12) months of the initial injury by a student causing disability, or once the employee has exhausted all paid leave – if after one year of injury, seniority within the bargaining unit is the only benefit that will continue to accrue; all other benefits will cease and the employee's position may be posted. If the employee is still disabled at the end of the initial twelve (12) month period, he/she may, at the employee's expense continue health/medical, dental and vision coverage for a period not to exceed the time allowed by the federal law known as COBRA.

ARTICLE IX

COMPENSATION AND BENEFITS

A. Salary/Wages

~~The hourly wages, including longevity, of bargaining unit members covered by this Agreement are set forth in the salary schedules attached hereto (Appendix A). Bus Aides will for the 2021-22 year of this agreement transition to the new salary schedule, for the 2022-23 year of this agreement receive 1 step and an increase of 2.5% on schedule and for the 2023-24 year of this agreement receive 1 step and an increase of 2.0% on schedule with \$250.00 contributed to members 403B at the completion of each school year.~~

2024-25: All bus aides will be paid an hourly rate of \$18.75

~~#~~ **2025-26: All bus aides will be paid an hourly rate of \$19.25**

2026-27: All bus aides will be paid an hourly rate of \$19.90

These rates replace all prior wage scales, longevity, 403b contributions and retention stipends which are no longer applicable.

Bus aides will be paid their hourly wage for the time actually worked or when on approved paid leave. It is understood that the route times will vary from day-to-day because of traffic, weather, construction, student absences, changes in the routes, breakdowns, accidents, etc.

H. Insurance

1. Medical Insurance

Effective August 12, 2024, the Employer shall pay not more per month towards the medical plan than \$641.90. Employees currently enrolled in one of the District's existing medical plans will continue in that plan thru December 31, 2024. There will be no employer contribution to a Health Savings Account, except in cases in which any differential exists between the healthcare premium cost and the healthcare premium contribution caps. In such case, the difference shall be deposited to the bargaining unit member's health savings account (H.S.A.) or medical flex account no later than 30 days from the implementation of the plan.

Effective January 1, 2025 through December 31, 2025, and continuing each January 1 thereafter during the life of this agreement, the employer's monthly cost shall increase by not more than the PA 152 percent increase for that medical benefit plan coverage year published by the State Treasurer. Employees electing medical plan coverage shall pay the

difference in cost via payroll deduction pursuant to the District's IRS section 125 plan and there shall be no employer contribution to the health savings account.

Eligible employees may elect to enroll in one of the following plans:



Plan A – WMHIP Versatile 4

Plan B – WMHIP Flexible Blue 3

Plan C – WMHIP Simply Blue 2

Plan D – WMHIP Flexible Blue 6

Plan E – Simply Blue Versatile 2

Cash in Lieu (Medical Waived) 75% of PA 152 Single Subscriber Hard Cap

These plan options, rates and the respective employee contributions are estimated only and will be subject to adjustment based on updated claims experience that influence the annual illustrative rates, as well as any other adjustments defined in this section. Any changes will be communicated through Open Enrollment. Such adjustments in the employee costs based on these factors shall not be subject to challenge or grievance.

The District shall not pay more towards annual medical costs than the hard cap limits established pursuant to section 3 of the Publicly Funded Health Insurance Contribution Act.

- 1. Bargaining unit members employed less than full time, but at least half-time, will receive a prorated share of medical if they contribute their prorated share for insurance coverage, provided that the District is not required to pay on their behalf any penalty, exchange, fee or other cost as a result of PPACA.**
- 2. If a bargaining unit member waives medical coverage, it will be necessary to show proof of MEC medical insurance coverage from another source.**

Open Enrollment - Changes in insurance plans can only be made during the open enrollment period (month of November) except in the case of a qualifying event as allowed by the underwriter.

- 3. Any claim settlement between the employee and the above carrier will not be subject to the grievance procedure. The District's obligation is limited**

to paying its stated monthly contribution towards the annual medical costs.

4. Employees and/or dependents who have their primary health coverage provided through the employer of their spouse will not be entitled to duplicate payment on the same benefit pursuant to the above, nor will they be eligible for a separate District contribution to the HSA, where applicable. If the employee should lose such coverage, they will become eligible for benefits of this agreement without penalty.
5. If during the life of this agreement the Federal Government issues new regulations under PPACA or its successor which would lead to the District paying any type of tax, penalty or fee, this article shall be re-opened for further negotiations. Likewise, the District may elect to provide additional plan options in order to comply with PPACA or its successor.
6. Each bargaining unit employee receiving health insurance during all or any portion of a calendar month will contribute by pre-tax payroll deduction a monthly amount equal to the difference between the District's contribution and the actual cost of the coverage. The cost of the health insurance for these purposes shall include the then-current illustrative renewal rates and all other related District expenses, taxes, and contributions.

Both parties agree to comply with the Affordable Care Act or its successor and agree that the district may make adjustments based on any future rulings, findings and government guidance on compliance.

Subject to applicable law, employees working less than full time, but at least half-time who elect medical coverage are responsible for all annual medical costs beyond the prorated employer contribution toward the total costs.

- ~~a. Region I & II Bus Aides with regular scheduled runs (excludes extra runs and overtime) that total thirty (30) hours or more per week are eligible for single subscriber medical insurance and life insurance. The Board will pay the premium for health and surgical insurance for a twelve (12) month period for one of the following options for a single subscriber subject to the following statutory caps for medical benefits (inclusive of prescription) for single subscriber. GPI to begin on January 1 of each year.~~
- ~~b. It is understood that the District will not willfully or purposefully reduce employee hours whereby making the employee ineligible for insurance coverage.~~

~~1) All eligible Region I and II bus aides shall option of choosing either WMHIP Select 8 PPO Plan with the following riders: \$250/\$500 deductible, 100% after deductible, a co-payment of \$20.00 for doctor visits, and Rx \$10/\$40 drug card or WMHIP Versatile 3 PPO Plan with a \$250/\$500 deductible, 90%/70% after deductible and Rx \$10/\$40 prescription coverage or WMHIP H. S. A Flexible Blue Plan 2 with \$1300/\$2600 deductible, 100% after deductible and Rx \$10/40. It is further understood that the District will not willfully or purposefully reduce employee hours whereby making the employee ineligible for insurance coverage.~~

2. Flexible Spending Account

Transportation Unit (applies to the Region I & II Bus Aides only) members will have the availability of a Flexible Spending Account.

~~3. Dental Insurance:~~
yes Employer paid single subscriber ADN Dental 70%-100% or

~~4. Vision Insurance:~~
yes Employer paid single subscriber EyeMed Vision

~~5. Options:~~

~~Region I & II Bus Aides with regular scheduled runs (excludes extra runs and overtime) that total thirty (30) hours or more may choose one (1) of the following Flexible Benefit Program Options:~~

~~a. WMHIP Select 8 PPO
\$250/\$500 deductible
Single Subscriber Medical~~

~~b. WMHIP Versatile 3 PPO
\$250/\$500 deductible
Single Subscriber Medical~~

~~c. WMHIP H. S. A Flexible Blue Plan 2
\$1300/\$2600 deductible
Single Subscriber Medical~~

~~d. In lieu of medical insurance, a Transportation Unit member may elect the following option:
1) For Transportation Unit members working thirty (30) or more hours per week, 75% of the Single Subscriber cap per calendar year will be available to the bargaining unit member in lieu of taking the medical insurance.~~

~~2) If a Region I & II Bus Aides chooses the No Medical option listed above, it will be necessary to show proof of insurance coverage from another source for the coverage not taken.~~

~~e. All eligible Region I and II drivers shall have the option of choosing Set-Seg Vision or Dental coverage for the full premium cost.~~

6. Bargaining Unit Members Working 26 or More Hours per Week

Members working twenty six (26) or more hours per week, will be eligible for \$1000 cash in lieu of medical insurance. Eligibility will be determined no later than the first pay period in November. The payment shall be made no later than the first pay in December.

7. Open Enrollment

Changes in insurance plans (all options) can only be made during the open enrollment period (month of ~~November~~ ~~December~~) except in the case of a qualifying event as allowed by the underwriter.

I. Assigned Hours: Insurance Benefits

Benefit levels will be determined based on the initial run selection held on the second (2nd) Thursday of August. It is understood that from August through October, bus schedules/routes are fluid and subject to change. On or about November 1st of each year, work schedules will be determined. At this time, the bus aide's benefits will be reviewed and a determination will be made as to their benefit level.

Changes to work schedules during the second semester of the school year will be reviewed on or about February 1st to determine the need for changes in benefits. Time records for the two (2) weeks prior to November 1st and February 1st will be assessed to determine the average number of hours per day that will apply for the remainder of the semester.

Every effort will be made to keep the bus aide at the minimum number of hours necessary to maintain the level of benefits that was established on November 1st and February 1st, provided there is work available.

M. Wellness Incentive

~~1. A \$250.00 wellness incentive will be paid for the completion of three (3) wellness goals. Payments will be made on the final pay in June. Some~~

~~examples may include having a yearly physical, doctor recommended health screening, maintaining a membership to a gym or health club, working in an organized fitness/athletic/weight control or nutrition club or organization, completion of smoking cessation programs or other agreed upon fitness or health tracking measures with prior approval from Human Resources or a documented wellness fitness management session with a financial advisor.~~

~~— All goal options will be approved by the KIEA President or designee in agreement with the Administration; working together with the goal of providing a healthy workforce to Kent ISD.~~

~~— All completed goals concerning health will fall under the same privacy guidelines as HIPPA.~~

N. Payroll Deduction

1. The District shall make arrangements for approved systematic payroll deductions for insurances, annuities, mutual funds, Lake Michigan Credit Union, et cetera, if these deductions are authorized by the bargaining unit member.
2. The Board may limit the number of such deductions to no more than eight (8) (excluding deductions required by law).

ARTICLE X

LEAVE PROVISIONS

A. Paid Leave Provisions

1. Bargaining unit members will receive **eight (8)** ~~seven (7)~~ paid sick leave days and **three (3)** ~~two (2)~~ personal days per school year. If the personal day is unused at the end of the school year, such day shall be rolled into the member's sick day bank. *PB days - Spring break.*
3. Bargaining unit members who maintain perfect attendance while performing their summer run will receive one (1) PTO day that will be credited to their bank in September. Such day must be used during Christmas break, Spring Break or on one of the furloughed holidays.
4. The Family Medical Leave Act (FMLA) is effective with regard to terms of the Master Agreement between Kent Intermediate School District and KCEA/KIEA.

It is understood by the parties to the agreement that it is the intent of Kent Intermediate School District that the provisions of the FMLA be followed and adhered to with regard to those parties covered by the Master Agreement.

Days that can be counted toward those provided under FMLA will be deducted from that liability.

C. Paid Holidays

1. Bargaining unit members shall receive **seven (7)** ~~six (6)~~ floating holidays to be taken on non-scheduled student days.

**Bargaining unit members shall receive the day after Thanksgiving as a paid Holiday in lieu of submitting for additional compensation to complete the required annual Safe Schools training. Members will be required to complete the training on their own time prior to November 1.*

D. Bereavement

Absence will be allowed for the bereavement of the member's immediate family or of their spouse's immediate family as follows:

 **Up to 5 days for the death of a spouse, child, grandchild, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law**

Up to 3 days for the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, aunts, uncles, cousins, nieces and nephews of the professional staff member. If there exists a demonstrated need to travel for this purpose beyond a 200 mile radius of the bargaining unit member's residence, an additional one or two days may be utilized, as needed – not to exceed a total of 5 days.

These days do not have to be consecutive, but may not be split into more than two occurrences.

Any absence for other than immediate family as detailed above requires advance written approval from the Asst. Superintendent of Human Resources.

~~Absence will be allowed for the bereavement of the member's immediate family or of their spouse's immediate family. Immediate family shall include only the spouse, child, grandchild, father, mother, brother, sister, brother in law, sister in law, grandfather, grandmother, father in law, mother in law, son in law, daughter in law, grandfather in law, grandmother in law, aunts, uncles, cousins, nieces, and nephews of the bargaining unit members. Absence for an immediate family bereavement shall not exceed five (5) working days per incident. These days do not have to be consecutive.~~

~~Any absence for other than immediate family requires approval from the Superintendent, which will be limited to five (5) working days per year.~~

D. Worker's Compensation



Disabilities Compensable Under Worker's Comp Act: In the event a bargaining unit member suffers a disability arising out of or in the course of his/her employment, the Employer shall assist the bargaining unit member in securing Worker's Compensation Benefits. All other rights and benefits of the labor agreement shall continue **except as follows:** and accrue as if the bargaining unit member was actively employed.

During the first twelve (12) months if a bargaining unit member is qualified for workers' compensation; there shall be no interruption in the following benefits: health/medical insurance, dental and vision reimbursement, life insurance and seniority, subject to the required employee contributions. Employees shall not earn compensable

leave days during a compensable Worker's Compensation illness, injury or disability.

Following the twelve (12) months, or once the employee has exhausted all paid leave, seniority within the bargaining unit is the only benefit that will continue to accrue; all other benefits will cease and the employee's position may be posted. If the employee is still disabled at the end of the initial twelve (12) month period, he/she may, at the employee's expense continue health/medical, dental and vision coverage for a period not to exceed the time allowed by the federal law known as COBRA.

ARTICLE XV

DURATION OF AGREEMENT

A. Duration

This contract shall be effective as of **August 12, 2024** September 1, 2018, and shall continue in effect until **August 13, 2027** ~~31, 2021~~.

B. Extension

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

KENT INTERMEDIATE SCHOOL BOARD

KENT INTERMEDIATE EDUCATION
ASSOCIATION/KCEA/MEA

Dave Rodgers, Assistant Superintendent – Human
Resources & Legal Services

