

TA - Janice Hentzel
6-5-24
Drew Rogers
6-5-24

KENT INTERMEDIATE SCHOOL DISTRICT

-and-

KIEA – TRANSPORTATION (DRIVERS)

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. Regular Quad Substitutes (RQS) ~~Eight [8]~~ **Two [2]** positions)

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 Drivers 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.

Field Supervisors ~~may will~~ substitute for Special Education Bus Drivers 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.

ARTICLE III

BOARD RIGHTS AND RESPONSIBILITIES

B. Terms of Agreement

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

ARTICLE IV

ASSOCIATION PRIVILEGES

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:
 - a. A maximum of seven (7) Association leave days will be allowed per school year for KIEA use with no deduction in pay pursuant to all applicable cost reimbursement requirements.

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.

- b. 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. Unused days are not cumulative and may not be used in another contract year.
 - c. 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.
 - d. 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.
 - e. 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 known, 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 of 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.**

ARTICLE VI

INDIVIDUAL BARGAINING UNIT MEMBER PRIVILEGES AND REPONSIBILITIES

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.**

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.

F. 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 Field 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 VII

SENIORITY, LAYOFF AND RECALL

D. Vacancies and Job Postings (Region I & II Drivers)

1. A vacancy is defined as a new position/run or an existing position/run not belonging to a driver **within any ISD or Dean run**.
2. When a vacancy occurs in an existing position or if a new run is created, it will be posted and filled as follows:
 - a. to all active Regions I & II Special Education drivers in the bargaining unit;
 - b. then all Regions I & II Special Education drivers on laid off and leave status
 - c. finally, applications will be taken from outside the bargaining unit.

G. Access to Regular Jobs for Substitute Drivers (Region I & II Drivers)

3. The terms "regular driver", "~~permanent substitute drivers~~" and "regular quadrant substitute driver" shall have the following definitions:
 - a. Regular Driver – is a bargaining unit member who is presently assigned a run in one of the quadrants.

- b. Regular Quadrant Substitute (RQS) - is a bargaining unit member who will be guaranteed forty (40) hours per week. Such individual(s) will be selected by an interview committee consisting of KISD administration and association members selected by the KIEA president. Factors to be considered when determining the most qualified candidate shall be attendance records, performance evaluation and knowledge of the routes. If all factors are deemed equal, then KISD seniority will be the determining factor for hire.
- 1) The RQS will receive a shift premium of \$.50 over their regular hourly rate.
 - 2) Regular driver candidates may revert back to a regular driver at the end of the school year, if so desired.
 - 2) The RQS is permanent (no re-bidding or reapplication necessary from year to year). However; if staff reductions occur, the RQS positions are subject to the layoff provisions of this agreement.
 - 3) RQS does not include summer runs (there is no RQS position during summer).
 - 4) The RQS may bid on a summer run if they so choose by seniority within the quad.
 - 5) The RQS will not be assigned to a regular run; rather he/she will be "on call" to perform substitute work on a day to day basis for short term absences, or other related work as assigned.

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 driver will be paid his/her normal (average) daily driving hours and will be not be expected to drive that day.

If there is any confusion or question as to whether a driver is to pick up students, transport to a particular building, etc. on any given day they are to communicate directly with the Field Supervisor at the district where their run originates.

~~Note: In all situations where the driver does not pick up a student because of inclement weather/emergency closing, the driver will be expected to attempt to communicate personally (via telephone) with the parents of students not being transported. Compensation for the time it takes to make these calls is already included in pay provided as described above in Situation #1, #2 and #3.~~

Kent Intermediate School District Special Education Bus Drivers 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 drivers need to listen very carefully on how that may or may not impact their special education run.

~~Situation #4 – Region I & II Permanent Substitute Bus Drivers shall be compensated for all appropriately performed work. All Permanent Sub Drivers 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. This also applies when a Permanent Sub Driver reports to work and school is delayed because of snow or inclement weather conditions.~~

J. Annual Run Assignment/Selection

Runs will be reviewed annually and assignments will be adjusted if necessary to ensure that the drivers with the most seniority will have the opportunity to drive the runs with the most hours. This Assignment/Selection will be scheduled for a mutually agreed upon date, generally two (2) weeks prior to the start of the school year. **Runs will be made available to drivers for review a minimum of 3 business days prior to run selection, with runs being subject to change.**

The definition of a run will include the AM/PM portion of a bid run and shall include the noon run that was also bid on

If a run is modified during the year the time change will be factored into calculations for all relevant wage and contractual calculations.

O. 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). All RQS, Regular, and will for the 2021-22 year of this agreement transition to the new salary schedule in Appendix A, for the 2022-23 year of this agreement receive 1 step and an increase of 2.5% on schedule 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 drivers will be paid an hourly rate of \$22.00

2025-26: All drivers will be paid an hourly rate of \$22.90

2026-27: All drivers will be paid an hourly rate of \$23.75

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

Drivers 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.

B. Training/Non-Driving Rate

Mandatory meetings, committees, conferences, bus school, training sessions, parent conferences, run construction and duties as assigned by the supervisor will be paid at the training/non-driving rate. These hours must be approved in advance by the supervisor. ~~For 2021-22 the training/non-driving rate is \$14.00, for 2022-23 the training/non-driving rate is \$14.25, and for 2023-24 the training/non-driving rate is \$14.50.~~

2024-25 Training / Non-Driving Rate - \$14.95

2025-26 Training / Non-Driving Rate - \$15.38

2026-27 Training / Non-Driving Rate - \$15.85

C. 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 Plan 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 reopened 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.

~~1) All eligible Region I and II drivers shall have the 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) All eligible Region I and II drivers shall have the option of choosing single subscriber Set-Seg Dental or Vision coverage for the full premium cost.
 - a. Transportation Unit members with regular scheduled runs (excludes extra runs and overtime) that total twenty (20) hours or more per week are eligible for single subscriber medical insurance.
 - b. Transportation Unit (applies to the Region I & II Bus Drivers only) members selecting health options with annual premiums under the cap amounts will be eligible for payment of the differential up to the cap amounts into a qualifying Health Savings account (HSA) or medical flex spending account (FSA). This will eliminate current FSA contributions or RX reimbursement that would result in the Board contribution exceeding the cap amounts.
 - c. CPI to begin on January 1 of each year.

2. Flexible Spending Account

Transportation Unit (applies to the Region I & II Bus Drivers only) members will have the availability of a Flexible Spending Account on and after January 1, 2004.

3. **Dental Insurance:**
Employer paid single subscriber ADN Dental 70%-100%

4. **Vision Insurance:**
Employer paid single subscriber EyeMed Vision

5. Options:

~~Bargaining unit members may choose one (1) of the following Flexible Benefit Program options:~~

~~In lieu of medical insurance, a Transportation Unit member (applies to the Region I & II Bus Drivers only) may elect one of the following option:~~

~~a. For Transportation Unit (applies to the Region I & II Bus Drivers only) members working twenty (20) 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.~~

~~b. If a Transportation Unit member chooses the option listed above, it will be necessary to show proof of insurance coverage from another source for the coverage not taken. Replaced by CILO~~

6. 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.

K. Assigned Hours: Insurance Benefits

Benefit levels will be determined based on the initial run selection held on a mutually agreed upon date, generally two (2) weeks prior to the start of the school year. It is understood that from August through September, 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 driver'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~~ October 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 driver at the minimum number of hours necessary to maintain the level of benefits (20 hours for single subscriber) that was

established on ~~November~~ October 1st and February 1st, provided there is work available.

L. 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 a bargaining unit member.
2. The Board may limit the number of such deductions to no more than eight (8) (excluding deductions required by law).

M. Longevity/Severance Payout

~~Kent Intermediate School District will pay \$700.00 longevity severance, upon retirement, to each bargaining unit member who has ten (10) years of continuous service. Replace with Bus Aides current language.~~

N. Sick/PTO Severance Payout

~~Kent Intermediate School District will pay, upon retirement, to each bargaining unit member who has ten (10) years of continuous service, \$50.00 \$35.00 per day for unused sick and/or PTO leave for up to 50 days; \$45.00 for 51 to 100 days; \$50.00 for 101 to 200 days.~~

O. 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.~~

ARTICLE X

LEAVE PROVISIONS

A. Paid Leave Provisions (Bus Drivers)

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 days is unused at the end of the school year, such day shall be rolled into the members sick day bank. *PB- may be used during spring break.*

C. Paid Holidays

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

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 member. 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.~~

I. 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.

J. Sick Bank-Donation Protocol

1. Intent and Purpose: A sick leave ~~bank-donation protocol~~ shall be administered for circumstances using the FMLA guidelines.

The intent of the sick leave ~~bank-donation protocol~~ is to bridge the time/days between a bargaining unit member's accumulated sick days and long term disability or in the cases of prolonged illness in which absences are frequent but long-term disability is not available.

- a. A **unit staff member** wishing to **request donation of days** ~~withdraw days from the SLB~~ must submit the following information in writing or electronically to Human Resources ~~the KIEA union president or the president's designee~~ for communication to the members:

Type of illness with a doctor's verification that the member is unfit to return to work. This verification must include the length of time the bargaining unit member may be off work.

- b. Sick days requested are to be used for long term, extended serious medical conditions which must require a doctor's verification statement (see FMLA guidelines).
- c. A bargaining unit member requesting **donated** sick days ~~from the bank~~ must have exhausted his/her sick leave day balance at the time of the request.
- d. Re-evaluation of the bargaining unit member's circumstances may occur after 15-20 days per the union or the administration request. At this time there may be one more request for days. After there are two requests, no more will be made unless there are extenuating circumstances.

2. Donation of Sick Days by Bargaining Unit Members

- a. Up to 2 sick days per year/per bargaining unit member may be donated.
- b. Members must have accumulated a minimum of twenty (20) sick days in order to donate to the Sick Bank.

3. Administration of Sick Leave Donation Protocol Bank

The donation and usage of sick leave donations will be monitored and

maintained by The District.

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.

Article XV – Duration of Agreement

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~~.

Appendix B – FOIA (**remove —strikeout, already determined by law**)
Appendix D & E – still needed?