

3101

6/30/97

AGREEMENT BETWEEN THE

**BOARD OF EDUCATION
of the
KENTWOOD PUBLIC SCHOOLS**

AND THE

**KENTWOOD EDUCATIONAL SECRETARIES
ASSOCIATION/KESA**

Kentwood Public Schools

July 1, 1994 - June 30, 1997

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KENTWOOD PUBLIC SCHOOLS
5820 Eastern Avenue, S.E.
Kentwood, Michigan 49508

P 4202

Effective Dates:
July 1, 1994 through
June 30, 1997

KENTWOOD EDUCATIONAL SECRETARIES ASSOCIATION MASTER AGREEMENT

PREAMBLE

It is the intent and the 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, parents, students, other staff members, and the Association. Both parties recognize and will encourage efficiency, economy, and productivity in respective assignments and execution of duties.

ARTICLE 1

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. Southkent Community Education clerical
5. All other employees of the Board

The Board and the Association agree to abide by Act 379 of the Public Acts of Michigan for 1965 and all amendments thereto and to all the applicable laws and statutes pertaining to employees' rights and responsibilities. The Board further agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of their rights granted to them under the laws above stated.

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 for with the building principal in advance. The administration retains the right of room assignment. 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 application, be given leave of absence without pay for the purpose of performing duties for the Association.

ARTICLE 2

MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

A. Dues Deductions

The Board shall make a payroll deduction by the last pay period in October of Association dues for nonprobationary employees submitting signed payroll deduction authorization forms to the Board and to remit to the Association the full amount no later than 30 days after the designated deduction date.

1. The Association President shall notify the payroll office in writing of the amount of dues or any changes in the amount no later than 30 days prior to the designated deduction date.
2. Authorization forms shall be on file in the payroll office at least 20 days prior to the designated deduction date.
3. All current bargaining unit employees must become and remain members in good standing of the Association.
4. All bargaining unit employees hired after the date of this Agreement must, upon completion of the probationary period, become and remain members in good standing of the Association.
5. New employees who complete their probationary period after the last pay period in October shall remit said dues or fees directly to the Association.

B. Save Harmless Clause

The Association agrees to indemnify and save the Board harmless against all legal claims, demands, suits, or any other forms of liability that may arise out of the Board's compliance with the provisions in Article 2.

ARTICLE 3

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.

ARTICLE 4

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall be defined as a complaint of an alleged violation, misinterpretation, or misapplication of provisions of the Master Agreement, Board Policy or Administrative and Building Regulations as described in Section "C" below.
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

1. 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.
2. 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 5.

Class II - Board Policy -- Any employee or group of employees believing that there has been a violation, misinterpretation, or misapplication of any provision of a Board Policy applicable to employees may process the complaint of the alleged violation through Step 4.

Class III - Administrative and Building Regulations -- Any employee or group of employees believing that there has been a violation, misinterpretation, or misapplication of any provision of Administrative and Building Regulations applicable to employees may process the complaint of the alleged violation through Step 3.

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 and the grievance chairperson. Association grievances shall be signed by the Grievance Chairperson.

STEP 3 (Written - to Superintendent or Designee)

If the Step 2 response is not satisfactory, the Association may, not later than ten (10) work days after receiving the Step 2 response, transmit the grievance to the Step 3 level.

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 (Board of Education)

If the aggrieved is not satisfied with the disposition of the grievance at Step 3, he/she shall within ten (10) work days of receipt of the Step 3 written response transmit the grievance form by letter to the Secretary of the Board. This would be addressed to the Secretary of the Board c/o the Administration Office.

At the time the grievance is advanced to Step 4, the grievance form will be signed by the grievant AND the Grievance Chairperson and the form will indicate which one of the following Board hearing processes is desired: a) Personnel Committee hearing, with the Committee to make a recommendation to the Board; or b) Board of Education hearing.

- a. Personnel Committee Hearing - The Board Personnel Committee will schedule a hearing within ten (10) work days of receipt of the Step 4 request for a hearing. The Personnel Committee will submit a recommendation regarding disposition of the grievance to the full Board at its next regular meeting. The Board will vote on the recommendation of the Personnel Committee, however, the Board will not receive testimony and will not hold a hearing before making a final decision.
- b. Board of Education Hearing - If this hearing option is selected, the Board of Education will review the grievance at its next regular meeting.

The Board Secretary will inform the Grievance Chairperson in writing within five (5) work days of the Board's disposition of the grievance, once the Board has completed the process described in a. or b. above.

STEP 5 (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, 4 and 5 may be extended only by the mutual written consent of the Board and Association.
 - b. 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

1. 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 or interpretation 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.

3. He/she shall have no power to rule on any claim or complaint not related to this Agreement 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.

ARTICLE 5

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. For 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.

D. Personal Leave

Employees working less than twelve (12) months, having accumulated fifty (50) sick days at the end of the previous school year, shall be granted two (2) personal leave days. All other employees may use one (1) personal leave day per school year.

1. Arrangements for said leave shall be made at least 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. Maternity Leave

A pregnant employee shall have the right, if she so desires, to use her earned accumulated sick leave days beginning at such time as she is medically no longer able to continue work and is physically incapacitated.

It is expressly understood that this shall not include normal child care.

The following conditions shall apply:

1. All pregnant employees shall notify the Personnel Office of pregnancy at least three (3) months prior to the expected date of birth. Said notification is to be accompanied by a statement from the attending physician giving the anticipated date of birth of the child. Said notification shall be filed with the Assistant Superintendent for Human Resources.
2. The employee may be required, at the discretion of the Personnel Office, to furnish weekly medical certification of her continued ability to perform her duties.
3. The employee may be required to submit to physical examination at Board expense by a qualified gynecologist selected by the School Board.
4. To receive sick leave payments the employee must perform all duties until physically disabled and unable to perform her duties and return to service as soon as physically able to perform all duties as certified by her physician.
5. For all sick leave days claimed, the employee must have a physician's certificate verifying physical disability which prevents her from fulfilling her responsibilities.

6. When sick leave is exhausted, the employee may request to be placed on an unpaid leave of absence.
7. If total disability period does not exceed 3 months within current school year she shall be reemployed in former position.

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:

1. 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.
2. 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 Assistant Superintendent 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" are 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 insurances 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 Assistant Superintendent 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 forfeit all accumulated sick days up to the maximum of 10 days.

ARTICLE 6

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 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.

5. Military Reserve Duty

Military reserve training duty, not to exceed 2 weeks.

6. University Study

Short-term university study, not to exceed 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:

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's Day
New Year's Day
Memorial 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 40 or more weeks per school year will receive vacation pay as follows:

<u>Seniority</u> <u>(as of June 30)</u>	Pro rata portion of 5 work days
More than 60 days, but less than 1 year	
1-5 years	5 work days
6-9 years	8 work days
10 or more years	12 work days

3. 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 Assistant Superintendent for Human Resources for nonbargaining unit secretarial/bookkeeping experience at Kentwood Schools.
4. 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 employ of Kentwood Public Schools, regardless of the reason for leaving.

ARTICLE 7

UNPAID LEAVES

- A. Leaves of absence without pay may be granted for a period of not to exceed 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. Military - 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.
 2. 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.
 3. 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. Peace Corps - Leaves of absence without pay shall be granted for up to 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. Campaign for Public Office - 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.

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

ARTICLE 8

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 Assistant Superintendent for Human Resources, be subject to immediate dismissal. Upon recommendation to the Personnel 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 shall assume the full cost of all medical examinations as it may require prior to and during employment if sent to a physician or physicians of the Board's choice.

C. Overtime

Work beyond 40 hours per week shall be paid at the rate of time and a half (authorized only by building principal).

ARTICLE 9

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 Personnel 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 is qualified to perform the services of the probationary employee.
 - 3.2 Seniority - provided the position can 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

1. 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 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.

ARTICLE 10

JOB POSTING, VACANCIES, PROMOTIONS AND TRANSFERS

Vacancies for existing or new jobs shall be posted in each building for 5 days before being permanently filled.

ARTICLE 11

INSURANCE BENEFITS

A. Life Insurance

1. The Board shall provide for each full-time employee life insurance protection in the amount of \$17,000 to be paid to each employee's beneficiary. This insurance shall carry an accidental death and dismemberment rider.
2. Where the employee has health insurance, the life insurance portion of the policy shall be included as part of the above amount.

B. Health/Dental Insurance

Option I

See Appendix F for detailed coverage

Option II

See Appendix G for detailed coverage plus added annuity as follows:

1994-95	\$50.00
1995-96	\$55.00
1996-97	\$60.00

C. Qualifications

All employees normally scheduled to work 30 hours or more per week shall receive full premiums as described on page 32 Appendix D; those employees working less than 30 hours per week but at least 16 hours per week shall receive 50% of the premiums listed on page 32 Appendix D.

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

D. Deferred Compensation and Annuities

The Board will allow employee contributions through payroll deduction to a deferred annuity (IRS-403b) program as provided by Aetna, Design Underwriting, Inc., Horace Mann, MEA Financial Services (MEFSA), Franklin Michigan Fund, Prudential, and other Board approved annuity companies. Funding, if any, for these programs will be as authorized by the employee through a payroll "Wage Reduction Agreement."

ARTICLE 12

SCHOOL CLOSING

Whenever the announcement is made that school will be closed, staff need not report unless directed to report to work. Instructional days missed, except for the first three days, will be made up in June by extending the school year the number of days lost. Instruction days lost except for the first three days are not considered to be work days.

ARTICLE 13

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.

ARTICLE 14

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 Board and the Association. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

At least sixty days prior to the expiration of this Agreement, the parties will begin negotiations for the new agreement covering wages, hours, terms and conditions of employment of the Board's employees.

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.

ARTICLE 15

WAGES, PAY STEPS, LONGEVITY AND OTHER COMPENSATION

A. Wages

The hourly rates to be paid for each classification are detailed in Appendix A for 1994-95, Appendix B for 1995-96, and Appendix C for 1996-97.

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. A secretary may be allowed up to 4 years credit on the salary schedule for secretarial experience outside of the Kentwood Public 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, III.

D. Severance Pay

1. An employee with 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 \$11.00/day.

2. The compensation described above shall be paid on the following basis:
 - a. Employees working 30 hours or more per week - 100%.
 - b. 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 or years of service. In addition, any unused vacation days shall be granted to the spouse/beneficiary upon the death of the employee.

F. Longevity Pay

The rate per hour for longevity pay will be as follows:

<u>Fully Completed Years of Service</u> <u>as of June 30th</u>	<u>Rate</u>
0 - 9 years	-0-
10 - 14 years	18¢/hour
15 - 19 years	23¢/hour
20 - 24 years	29¢/hour
25 or more years	34¢/hour

Once a person qualifies for longevity, the longevity rate described above will be added to the hourly rate of pay and be paid for all hours compensated for in each paycheck.

G. Tuition Reimbursement

1. Reimbursement for courses related to the work of the employee shall be a maximum of \$200 per calendar year to be paid any one employee.
2. Course selection must have prior approval of the principal or immediate supervisor with final approval by the Assistant Superintendent for Human Resources.

H. Employee Suggestion Program

Suggestions to reduce the expenses of the district are sincerely solicited by the Board. If an employee has a suggestion that will reduce costs a minimum of \$100 per year, the employee is to write it down and after receiving

building supervisor approval, mail it to the Assistant Superintendent for Human Resources. If the Superintendent approves the proposal, the employee will be awarded for a savings of \$100 - \$250 per year a check for \$50, for a savings of \$250 or more a check for \$100. The determination of the Administration is final, and the decision is not grievable.

ARTICLE 16


DURATION OF AGREEMENT

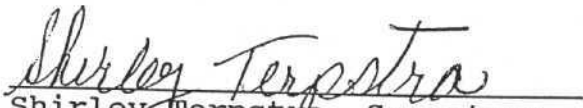
This Agreement shall be effective as of July 1, 1994, and shall continue in effect until June 30, 1997. The Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

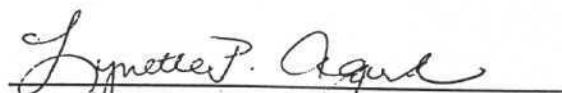
KENTWOOD EDUCATIONAL
SECRETARIES ASSOCIATION

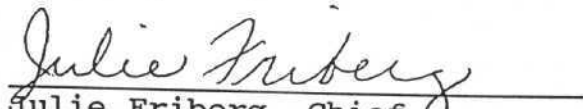
BOARD OF EDUCATION



Katheryn DeRusha, President


Linda David, President


Shirley Terpstra, Secretary


Lynette P. Agard, Secretary


Julie Friberg, Chief
Negotiator


Glenn Nienhuis, Chief
Negotiator

Date 1/23/95

Appendix A
Wages
1994-95

Hourly Rates of Pay
Effective July 1, 1994

Job Classifications

- Class I Secretary to:
Freshman Campus Principal
Middle School Principal
Elementary Principal
- Class II Secretary to:
Asst. High School Principal
Asst. Middle School Principal
Computer and Fine Arts Coordinators
Guidance Office
Librarian
Secretary/Receptionist - Comm. Ed.
Secretary - Pine Rest
- Class III Library Clerk
Attendance Clerk
Office Clerk (Asst. Principal)
Bookstore and Co-op Clerk
Transportation Clerk
Guidance Clerk
Night Clerk - Comm. Ed.

<u>Class</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
I	9.06	9.91	10.72	11.26	11.85	12.39
II	8.86	9.60	10.44	11.00	11.62	12.16
III	8.29	8.92	9.52	10.15	10.76	11.39

Appendix B
Wages
1995-96

Hourly Rates of Pay
Effective July 1, 1995

Job Classifications

- Class I Secretary to:
 Freshman Campus Principal
 Middle School Principal
 Elementary Principal
- Class II Secretary to:
 Asst. High School Principal
 Asst. Middle School Principal
 Computer and Fine Arts Coordinators
 Guidance Office
 Librarian
 Secretary/Receptionist Comm. Ed.
 Secretary - Pine Rest
- Class III Library Clerk
 Attendance Clerk
 Office Clerk (Asst. Principal)
 Bookstore and Co-op Clerk
 Transportation Clerk
 Guidance Clerk
 Night Clerk - Comm. Ed.

<u>Class</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
I	9.24	10.11	10.93	11.49	12.09	12.64
II	9.04	9.79	10.65	11.22	11.85	12.40
III	8.46	9.10	9.71	10.35	10.98	11.62

Appendix C
Wages
1996-97

Hourly Rates of Pay
Effective July 1, 1996

Job Classifications

- Class I Secretary to:
 Freshman Campus Principal
 Middle School Principal
 Elementary Principal
- Class II Secretary to:
 Asst. High School Principal
 Asst. Middle School Principal
 Computer and Fine Arts Coordinators
 Guidance Office
 Librarian
 Secretary/Receptionist Comm. Ed.
 Secretary - Pine Rest
- Class III Library Clerk
 Attendance Clerk
 Office Clerk (Asst. Principal)
 Bookstore and Co-op Clerk
 Transportation Clerk
 Guidance Clerk
 Night Clerk - Comm. Ed.

<u>Class</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
I	9.42	10.31	11.15	11.72	12.33	12.89
II	9.22	9.99	10.86	11.44	12.09	12.65
III	8.63	9.28	9.90	10.56	11.20	11.85

Appendix D

Health Insurance Option I - MESSA PAK "A"

Health (SuperCare I - Group #66578)

- \$2,000,000 lifetime maximum per person
- \$5,000 life insurance policy included with AD&D
- Surgical/out-patient/emergency/x-ray paid at 100% of MESSA reasonable and customary
- Miscellaneous expense paid at 90% of MESSA reasonable and customary
- Deductible on miscellaneous expenses - \$50/year for single; \$100/year for family
- Prescriptions paid at 100% after \$2 deductible
- Plan year is January to December

Dental (Group #6178-0012)

- Basic services paid at 100%
- Major services paid at 70%
- Orthodontics paid at 70%
- \$1,000 maximum per person per year for basic and major services
- \$1,500 maximum per person per lifetime for orthodontics
- Plan year is July to June

Vision (Group #VSP1)

- Single, bifocal, trifocal and lenticular vision lenses AND frames - you pay \$25 deductible
- Contact lenses - covered up to \$65 and additional 20% off balance
- Pink #1 and #2 tint/coat - covered in full
- Rimless mounting - covered in full
- One exam, one pair of frames and one prescription of lenses per person per plan year
- Plan year is July to June

(The above coverages are paid if employee goes to a panel provider)

Life

- \$12,000 life with \$12,000 (AD&D)
(\$17,000 total with the \$5,000 policy included in SuperCare I)

LTD

- 66 2/3% of monthly salary to a maximum of \$5,000 per month
- 90 calendar day waiting period with a modified fill
- Maternity included
- Includes pre-existing conditions waiver
- Freeze of offsets
- Cost of living benefit
- Alcoholism/drug & mental/nervous (same as any other illness)

FULL TIME IS CONSIDERED 30 OR MORE HOURS PER WEEK

APPENDIX E

Health Insurance Option II - MESSA Pak "B"

Dental (Group #6178-0013)

- Basic services paid at 100%
- Major services paid at 70%
- Orthodontics paid at 70%
- \$1,000 maximum per person per year for basic and major services
- \$1,500 maximum per person per lifetime for orthodontics
- Plan year is July to June

Vision (Group #VSP3)

- Vision exam - covered at 100%
 - Single, bifocal, trifocal and lenticular vision lenses AND frames - covered at 100%
 - Frames - covered up to \$65 retail
 - Contact lenses - covered at 100% if necessary contacts
 - Contact lenses - covered up to \$115 and additional 20% off balance if vision can be corrected by glasses but individual chooses contacts instead
 - Photocromics, sun or gradient tints, tinted/color-coated, polaroid, oversize and rimless - covered at 100%
 - One exam, one pair of frames and one prescription of lenses per person per plan year
 - Plan year is July to June
- (The above coverages are paid if employee goes to a panel provider)

Life

- \$19,000 life with \$19,000 (AD&D)

LTD

- 66 2/3% of monthly salary to a maximum of \$5,000 per month
- 90 calendar day waiting period with a modified fill
- Maternity included
- Includes pre-existing conditions waiver
- Freeze of offsets
- Cost of living benefit
- Alcoholism/drug & mental/nervous (same as any other illness)

Annuity

- \$50.00/month (employee must select company from list of companies approved by the Board of Education)

FULL TIME IS CONSIDERED 30 OR MORE HOURS PER WEEK

When opting for dental coverage, an annuity will be added in the following amount for each contracted year.

Aggrieved
Immediate Supervisor
Superintendent of Schools
Grievance Chairperson
KCEA UniServ Director

KENTWOOD PUBLIC SCHOOLS
SUPPORT STAFF
GRIEVANCE COMPLAINT FORM

Name(s) of Grievant(s) _____

Building _____ Class of Grievance _____

Date cause of grievance occurred _____

Statement of facts leading to alleged violation:

Specific article(s) and sections alleged to have been violated:

Relief sought:

A. STEP 1 (Discussion)
(within 10 work days of alleged violation)

Date of meeting with supervisor _____

B. STEP 2 (Written - to Immediate Supervisor)

1. Filing Request (within 10 work days of conference in Step 1.)

Grievant Date Grievance Chairperson Date

2. Response (from Supervisor within 10 work days of Step 2 Filing)

Disposition by Supervisor:

Signature of Supervisor Date

C. STEP 3 (Written - to Superintendent or Designee)

1. Filing Request (within 10 work days of receipt of Step 2 response)

Grievant Date Grievance Chairperson Date

Date of meeting _____ (within 10 work days of receipt of Step 3 request)

2. Response (within 5 work days of Step 3 meeting)

Disposition by Superintendent or Designee:

Signature of Superintendent or designee Date

D. STEP 4 (BOARD OF EDUCATION)

1. Filing Request (within 10 work days of receipt of Step 3 response)

Hearing Desired - check either a. or b. below:

a. Personnel Committee Hearing _____
(within 10 work days of receipt of request for hearing)

OR

b. Board of Education Hearing _____
(to be reviewed at next regular Board meeting)

Grievant Date Grievance Chairperson Date

2. Response (Board decision at next regular Board meeting)
Written response within 5 work days of Board's disposition.

Signature (Board secretary) Date

- E. STEP 5 (Arbitration). Request to appeal the dispute to an impartial arbitrator.
(within 20 work days of receipt of Board response in Step 4)

Grievant Date Grievance Chairperson Date

NOTE: It will be the Association's responsibility to file for arbitration with the American Arbitration Association.

Arbitration Decision Results: _____

TO SUPT. OF SCHOOLS
Final Distribution:

KENTWOOD PUBLIC SCHOOLS

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

White - Personnel
Green - Payroll Office
Yellow - Insurance Office
Pink - Immediate Supervisor
Goldenrod - Originator

CHANGE-OF-STATUS REQUEST

NAME _____ BUILDING _____ ASSIGN _____

SOCIAL SECURITY NUMBER _____

PLEASE CHECK THE APPROPRIATE BLANK:

RESIGNATION _____

WITHIN BUILDING REASSIGNMENT _____

LEAVE OF ABSENCE _____

RETIREMENT _____

BUILDING TRANSFER _____

ADMINISTRATIVE ASSIGNMENT _____

ADVANCED DEGREE _____

PAY CHANGE _____

OTHER _____

STATEMENT OF SPECIFIC NATURE OF THE REQUEST:

COMPLETE IF APPLICABLE:

EFFECTIVE DATE OF CHANGE-OF-STATUS _____

BUILDING TO WHICH TRANSFER IS DESIRED _____

SPECIFIC ASSIGNMENT DESIRED _____

EFFECTIVE DATE OF ADVANCED DEGREE _____

QUALIFICATIONS FOR NEW ASSIGNMENT — MAJOR _____

MINOR _____ EXPERIENCE _____

FINAL DISPOSITION

Applicant

Date _____

Approve _____ Disapprove _____

Immediate Supervisor

Date _____

Approve _____ Disapprove _____

Assistant Superintendent for Personnel

Date _____



