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MASTER AGREEMENT

between the

KENT INTERMEDIATE SCHOOL BOARD

and the

KENT COUNTY EDUCATION ASSOCIATION

for the

**KENT INTERMEDIATE EDUCATION ASSOCIATION
EDUCATIONAL SUPPORT PERSONNEL
MEA/NEA**

Kent Intermediate School District

**September 1, 1999
Through
August 31, 2001**

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ARTICLE I

PURPOSE AND INTENT

A. Objective

The Board and the Association recognize: That their joint objective is to provide a quality education to the students of the School District, and that the quality of education provided depends upon the dedication, preparation, and morale of the support staff and upon the effectiveness and efficiency of the administration to maintain a desirable educational atmosphere.

B. Relations

Being engaged in a mutual endeavor in the public interest, the Board and the Association encourage fair and harmonious relations between their respective representatives at all levels.

C. Legal Reference and Agreement

In the above spirit and pursuant to the requirements of Act 379 of the Michigan Public Acts of 1965, the Board and the Association herein set forth their Agreement with respect to rates of pay, wages, hours and other terms and conditions of employment of all individuals included in the Bargaining Unit as defined in Article II insofar as such matters are not controlled by applicable Michigan laws, such laws, superseding anything which may be contained herein.

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. Paraprofessionals/Interpreters
 - b. Job Skills Trainers

but excluding all supervisory, administrative, Business Resource Network Coordinators, teaching/professional, clerical, custodial and maintenance personnel and all persons employed by the Board in any other area.
2. The term "employee" when used hereinafter in this Agreement shall refer solely to those employees represented by the Association in the bargaining unit defined in A.1. above.
3. 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 employees covered under Paragraph A.1. above.

ARTICLE III

BOARD RIGHTS AND RESPONSIBILITIES

A. Board Rights

The Board, in its own behalf and on behalf of the electors of the 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 execute management and administrative control of the school system and its properties and facilities and the activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; to reduce the number of employees employed; and to promote and transfer all such employees;
3. To determine the hours of instruction, curriculum, and the duties, responsibilities, and assignments of employees with respect thereto.

B. Terms of Agreement

The exercise of the foregoing powers, rights, authority, 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 and subject to the specific and express terms of this Agreement.

ARTICLE IV

ASSOCIATION PRIVILEGES

A. Membership Rights

The Board agrees that it will not discriminate against any employee 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) 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 from time to time, 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 employees 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 an employee, 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. Agency Shop

1. Each employee shall, as a condition of employment,
 - a. join the Association and pay the periodic (Local-Michigan-National Education Association) dues by authorizing the deduction of such amounts from the employee's salary; or
 - b. elect not to join the Association but to pay a service fee pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted for that policy. The service fee shall not exceed the amount of Association dues collected from Association members, and the bargaining unit member may authorize payroll deduction for such fee.
 - c. pursuant to Chicago Teacher Union V Hudson, 106 S. Ct. 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) shall be provided to all nonunion bargaining unit members annually. The remedies set forth in that Policy are exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
2. If a bargaining unit member does not pay the appropriate amount of dues or service fees to the Association, upon written notification by the Association the Employer shall deduct that amount from the bargaining unit member's wages as authorized under MCLA 408.477 and remit same to the Association.
3. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own Counsel, provided the Board gives timely notice to the Association and permits the Association intervention as a party if it so desires. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court as a direct consequence of the Board's compliance with this Article, but this does not include any liability for unemployment compensation.

G. Dues Authorization

1. Each employee who is covered by the terms of Paragraph F., above, will individually deliver to the Board a signed authorization to deduct the Kent County Education Association, MEA and NEA dues and assessments prevailing for that academic year or to deduct a representation fee equal in amount to the combined Kent County Education Association, MEA and NEA dues and assessments. Authorization and deduction of Political Action Committee (PAC) contributions shall be in accordance with the Campaign Finance Act (P.A. 117).
2. Such authorization will continue in effect from year to year unless revoked in writing from June 1, to September 1, in any year.
3. Pursuant to such authorization, the Board will deduct such monies from the employee's salary in ten (10) installments during the months of September through June, in amounts as equal as is practical.
4. Deductions for employees employed after commencement of the school year shall be appropriately prorated.
5. All amounts so deducted shall be promptly remitted to the Association.
6. The Association shall indemnify and hold harmless the Board for all sums improperly checked off and remitted to the Association.

H. 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 five (5) Association leave days will be allowed per school year for KIEA use with no deduction in pay. Additional days will be granted provided they are reimbursed by the Association to the Board.
 - 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 Director of Personnel. 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.
 - c. Unused days are not cumulative and may not be used in another contract year.

- d. No one individual will be absent from a classroom/student caseload assignment more than four (4) work days per school year while on Association leave.
 - e. 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.
 - f. Persons who are not employees 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 employees scheduled to work at such time shall be released with pay for attendance at such meeting(s). Said meetings shall be no longer than 1½ 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.

ARTICLE V
GRIEVANCE PROCEDURE

A. Grievance Defined

1. For the purpose of this Agreement, a grievance is defined as any claim or complaint by an employee or by the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of the Agreement.
2. An "Aggrieved Employee" is the employee or employees who is/are employed by the Board.
3. Any such grievance shall be processed as hereinafter provided.

B. Purpose

1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.
2. Nothing herein shall prohibit any aggrieved employee from discussing his/her grievance informally with any member of the administration.
3. Administration will evidence good faith efforts at resolving said grievance; the aggrieved employee will evidence good faith efforts in his/her pursuit of the grievance.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the time limits referred to in this procedure are maximums. Time limits may be extended only by the written agreement of the Board and the Association. All time limits are calendar days, excluding Saturdays, Sundays, scheduled Christmas and spring vacation periods, and legal holidays when the KISD Administration Office is closed.

D. Level 1 (Verbal)

An Aggrieved shall, within five (5) 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 immediate 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 (Immediate Supervisor)

In the event the grievance is not resolved within five (5) 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 Aggrieved's immediate supervisor. The written grievance shall be delivered no later than 3:30 p.m. on the 11th day following the first occurrence of the facts giving rise to the grievance.

Within ten (10) work days of receiving the written grievance form, the aggrieved employee and the immediate supervisor (together with the appropriate Director, if the Director is not the employee's immediate supervisor) and a representative of the Association shall meet to discuss the matter in an effort to resolve it.

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

F. Level 3 (Superintendent)

If the grievance is not resolved at Level 2, the Aggrieved may, within five (5) days from the immediate supervisor's response or the date such response was due, or whichever is shorter, deliver the grievance to the office of the Superintendent.

The Superintendent or designee shall, within ten (10) days from the receipt of the grievance, meet with the Aggrieved and, if requested by the Aggrieved or the Association, an Association representative.

The Superintendent or designee shall provide a written response to the Aggrieved and the Association within five (5) days from the Level 3 meeting.

Grievances claiming a violation of Association Rights may be filed at Level 3 by an Association representative. Such grievances shall be filed within the Level 1 time limits and shall be in writing the same as at Level 2.

G. Level 4 (Mediation)

If the grievance is not resolved at Level 3, the 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, 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 the interest-based resolution process has been fully exhausted.

H. Level 5 (Arbitration)

If the grievance is not resolved at Level 4, the Association and the Aggrieved may, within ten (10) days from the final decision or the date such decision was due, whichever is shorter, submit the grievance to a mutually satisfactory arbitrator under and in accordance with the rules of the American Arbitration Association. The dismissal of a probationary employee shall not be arbitrable.

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 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. Fees and Expenses

1. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
2. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

K. Retroactivity

No decision in any case shall require a retroactive adjustment in any other case.

L. General Provisions

1. It is expressly understood that the grievance procedure shall not apply to any matter for which a statute or regulation provides a procedure for obtaining relief.
2. In the event a grievance is raised after May 1 of any school year, the Board, the Association, and the Aggrieved shall use their best efforts to process the grievance before the end of the school year.

3. Any grievance not advanced to the next step by the Aggrieved in accordance with this Article shall be deemed resolved on the basis of the last response, or if no response has been given, shall be deemed to have been abandoned.
4. Only one grievance shall be presented to an arbitrator in any one hearing unless the parties mutually agree to combine grievances for the same arbitrator.
5. Awards for back pay shall be limited to one pay period prior to the first filing in writing of the grievance. (Exception: Any error in individual contract compensation shall be limited to the current fiscal year.)
6. The time and date of receipt of all grievance documents shall be placed on the documents and shall be initialed or signed by the person receiving the documents. For timeline purposes, official delivery of grievance documents will be received by the Local Association President or Grievant for the Association, and by the Director of Personnel or Superintendent for the Board.
7. Conferences relating to grievances shall be held during non-working hours or at otherwise mutually agreeable times.
8. Settlement of grievances shall be in writing and signed by all parties. Those grievances settled at Level 1, Level 2, or Level 3 shall be without precedent unless also signed by the Superintendent and Association representative.
9. In the event more than one person is an Aggrieved, only two such persons may be present at conferences or other meetings regarding the grievance unless otherwise agreed. Further, only one such person need acknowledge receipt of grievance documents.

M. Grievance Forms

Forms for filing and processing grievances shall be made available by the Board. This form will be entitled "Official Grievance Form".

N. Limitations of 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 employee.
2. The termination of services or failure to re-employ any employee to a position other than his basic position.

ARTICLE VI

INDIVIDUAL EMPLOYEE PRIVILEGES AND RESPONSIBILITIES

A. Civil Rights

The hours, wages, terms and conditions of this contract will be applied without regard to race, creed, color, religion, national origin, age, sex or marital status.

B. Employee Conduct

1. Employees are required to comply with rules, regulations and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement.
2. Any alleged failure to comply will be reported promptly to the employee and to the Department Supervisor involved.

C. Employee Records

Upon appointment, employees may have access to their personnel files to review any document prepared by the employee, 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.

D. Complaints and Reprimands

1. Complaints directed toward an employee shall be called to the employee's attention at the earliest possible time if a permanent record is to be made of such complaint.
2. Employees may request the presence of an Association Representative when being reprimanded subject to the following procedure:
 - a. Verbal Communication
 - (1) Nothing contained herein shall prevent verbal communication between administrators and employees without the presence of an Association Representative.
 - (2) Such contacts including commendation, praise, questioning, suggesting, directing, reminding and correcting shall be termed casual and will not include the presence of an Association member.

b. Written Reprimands

- (1) If any verbal communication is intended, by the administrator, to be a reprimand which will be the basis for further disciplinary action, or if a written reprimand is to be issued in connection with the verbal communication, this intent shall be expressly stated as such, and the employee shall be given a reasonable opportunity to request the presence of an Association Representative.
- (2) No written reprimands shall be issued without preceding verbal communication regarding the incident, which will be the subject of the written reprimand.

c. Permanent Record

Before being placed into the employee's permanent record, the employee will be provided with a copy of the written reprimand, signed by the administrator issuing it, and the employee may submit any written statement the employee wishes, signed by the employee, which the employee wishes to include in the record.

d. Just Cause and Grievance

- (1) No non-probationary employee shall be disciplined 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 employee'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 elsewhere in this Agreement.

e. Right to Representation

An employee shall be entitled to have present a representative of the Association during any meeting which leads or may lead to disciplinary action beyond an oral warning. When a request for such representation is made, the administration shall take no action with respect to the employee until such representative is present, provided said representative is available within 24-hours. The Association agrees that the Board shall also have the right to request the presence of an Association representative at any meeting with an employee when it appears disciplinary action is likely. Representatives will be

designated by the Association and a list of these representatives will be given to the Administration.

E. Health of Employees

1. Each person prior to entering the employment of the Kent Intermediate School District shall have a physical examination and drug screen by a doctor of the Board's choice at Board expense.
2. Each employee must maintain the necessary good physical and mental health to adequately provide the respective service.
3. Written evidence of such good physical and mental health may be requested by the Board from physicians of the Board's choosing, but the cost of any such examination to prove good health, will be paid by the Board.
4. Employees shall provide proof of freedom from tuberculosis.
5. The Board shall continue its practice of providing, at no cost to the employee, the necessary protective equipment, clothing and devices for the safe pursuit of the employee's assigned duties.

F. Employee Evaluation

1. Each non-probationary employee 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 employee needs help, so that appropriate assistance may be provided or arranged for. The evaluation of the performance of each employee shall be the responsibility of the immediate supervisor or other designated administrator.
2. All monitoring or observations, including the use of closed circuit television, audio systems, and similar devices when used for evaluation, shall be conducted openly and with the full knowledge and consent of the employee at a mutually acceptable time.
3. Each employee shall be given a copy of the evaluation tool prior to any formal evaluation or observation. Employees shall also receive a copy of the written evaluation at the time of the personal conference following the evaluation. In the event an employee disagrees with any evaluation, the employee may put his/her objections in writing and shall have them attached to the evaluation report for the personnel file.
4. If an employee, after receiving suggestions for improvement and a reasonable degree of assistance to correct any deficiencies, fails to correct the deficiencies or perform his/her assignments in a satisfactory manner, then non-renewal or dismissal procedures may be invoked. However, if any deficiency previously noted in earlier evaluations fails to appear in subsequent evaluations, then the employee shall consider sufficient improvement/correction was made.

5. The performance of probationary employees shall be observed no less than two times during the probationary period with a written evaluation after each evaluation.
6. An employee shall review and sign all evaluation materials that are to be included in the personnel files. Such signing does not necessarily indicate agreement, and the employee may submit any written statement in regard to such materials.
7. The content of any evaluation is not subject to arbitration.

G. Job Descriptions

Job descriptions will be developed for each classification within sixty (60) calendar days after the start of the 1999-00 school year. Such job descriptions shall be developed by the Employer with input from the appropriate staff member(s). The job descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members hired by the Employer. The job descriptions will include at a minimum:

- a. Job title and description
- b. Minimum requirements
- c. A specific statement of required tasks and responsibilities
- d. Additional tasks may be added to the job with the full knowledge of the employee.

ARTICLE VII

SENIORITY, LAYOFF AND RECALL

A. Seniority Defined

1. Seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit i.e. all classifications represented in the recognition clause of this Agreement minus any time spent on layoff or unpaid leave (except that time spent on military leave, career exploration or child care leave shall count toward years of service and shall not be deducted). Absence due to illness shall not constitute an unpaid leave within the meaning of this provision unless the employee is formally placed on leave of absence..
2. Part-time employment of seventeen and one-half (17.5) hours per week or more shall be counted as continuous service and shall not be prorated. For purposes of continuous service part-time employment of less than seventeen and one-half (17.5) hours per week shall be counted at one-half (1/2) year seniority for each year.
3. If two or more employees have the same seniority date, their placement on the seniority list shall be determined by a lottery drawing of the names of the employees. The drawing shall be held on or before the first day of the second semester. It will be conducted by the Director of Personnel and in the presence of the Association President. Each affected employee will be invited to attend the drawing.
4. Seniority shall be lost for all purposes where:
 - (1) employment is terminated for any reason;
 - (2) an employee does not return to employment within (5) days after an approved leave of absence expires;
 - (3) an employee has been on layoff for more than three (3) years.

B. Seniority Lists

The Board shall maintain a list indicating seniority. This list shall be available to the Association by February 15th of the fiscal year.

Additionally, the Board shall prepare a seniority list by either department or section showing support personnel who are currently working in that department/section, ranked by seniority. This shall be known as the "A" list. A seniority list (known as the "B" list) shall be prepared showing support personnel who are approved to work in a department or section other than the department or section to which they are currently assigned. These lists shall also be available to the Association by February 15th of the fiscal year.

Each support staff employee shall have five (5) work days to request any appropriate correction in the seniority list should the employee believe that information contained therein is inaccurate. The final decision as to accuracy of information contained on the seniority list shall be left to the Superintendent. If no request is made within five (5) work days, this shall constitute a waiver of an employee's right to a change or correction.

C. Vacancies and Assignments

1. Vacancies or newly created positions within the bargaining unit shall be posted for a period of five (5) days prior to the position being permanently filled. Those applying who meet the specified qualifications, as outlined in the job posting based on the job description, will be interviewed.
2. Should a change in assignment be necessitated, the affected employee shall be notified as soon as practical.
3. Association members who apply for any position posted by the Board will be given consideration for such position, provided they meet the stated qualifications.
4. An employee awarded a new position may return to her/his original position during the posting period of his/her former position, to a maximum of thirty (30) days. Such return may be at the mutual agreement of the employee or Administration.

D. Extended Periods of Employment

1. The Board shall attempt to provide extended employment opportunities during the summer months to employees covered by this Agreement.
2. Employees interested in summer work opportunities are to notify the Director of Personnel of such interest by May 30th each year. Additionally, employees are to designate either voice mail or U.S. mail for such notices.
3. Notice of any such summer work opportunities, including the rate of pay, will be provided to those interested, as outlined in #2. above by appropriate administrative personnel, including Department Supervisors, within (3) school days of knowledge of such opportunities, with a copy of such notice being sent to the President of the Association.
4. It is understood that in selecting the particular employees who are to be offered other comparable summer employment, the criteria utilized shall include competence, experience, and years of service, and that other things being equal employees with the most service shall be given preference.
5. During the period of any such extended employment, the terms of this Agreement shall be applicable only with respect to any extended work period in the same position as held during the school year.
6. Additionally, employees may have the first opportunity to work in their respective labs/work areas for the purpose of updating and/or repairing equipment and/or supplies in preparation for the ensuing school year.

E. Layoff and Recall

1. Reduction of Staff

Reduction in the staff of the Kent Intermediate School District shall be based upon the principles of seniority, and qualifications, and shall be carried out within each department and/or section of the District.

Whenever it becomes necessary in the judgment of the School Board to reduce the number of support personnel (Article II.A.1. of this Agreement) on the staff of the Kent Intermediate School District because of insufficient funds, decreases in student enrollment, lack of work, changes in the educational and administrative programs of the District, or for other reasons, or to recall staff from layoff, the following procedures shall be followed in making such a reduction.

- a. The Director of Personnel will meet with the Association President to discuss the proposed layoff;
- b. The Director of Personnel and the Association President will attempt to reduce staff through attrition and/or voluntary layoff in the appropriate area(s);
- c. If reduction is still necessary, probationary employees in the affected programs/areas shall be laid off in inverse order of seniority. Such employees shall be given thirty (30) calendar days notice of layoff.
- d. If reduction is still necessary, non-probationary employees in the affected programs/areas shall be laid off in inverse order of seniority. Such employees shall be given thirty (30) calendar days notice of layoff.

2. Bumping

Persons holding positions in other sections/departments ("B" list) who are on layoff status shall have the option to bump the least senior employee in another department/section holding a position for which he/she has more seniority, provided they are not recalled by August 1st of the current fiscal year to a position which requires their qualifications.

3. Recall

In the event the Board finds it necessary to recall staff from layoff, the following procedure will be used:

- a. Support personnel on layoff shall have the right of first recall on a seniority basis to any bargaining unit vacant position for which they are properly qualified.
- b. It shall be the responsibility of support personnel on layoff to keep the Kent Intermediate School District fully informed of an address and telephone number at which they may be reached should contact be necessary.

- c. Probationary personnel may be reinstated, upon request, at the sole discretion of the Superintendent.
- d. Support personnel on layoff must accept any full-time support position offered for which they are qualified within ten (10) calendar days after such offer has been mailed by certified mail to the last known address.
- e. Support personnel who fail to accept an offered full-time support position within ten (10) calendar days after such offer has been mailed shall be considered to have forfeited their rights to recall with the Kent Intermediate School District and will be considered terminated.
- f. The Board will provide assistance to laid-off staff, seeking employment with constituent districts, through proper notification to the districts of the availability of the personnel on lay-off status.

4. **Definition and Terminology**

The term "qualified" as referred to for placement in the position as stated in E.2. above, shall be defined as a person is qualified if he/she has 2000 hours of recent and relevant work experience, or an Associates Degree.

The term "seniority" as hereinafter used, shall be defined as the length of continuous service in the employ of Kent Intermediate School District since the most recent date of hire in a bargaining unit support staff position.

ARTICLE VIII

GENERAL WORKING CONDITIONS FOR EMPLOYEES

A. Probationary Period

1. An individual hired to fill a permanent vacancy shall be considered to be on probation and shall have no seniority until s/he has been an employee for ninety (90) calendar days. This period may be extended to a maximum of six (6) months if mutually agreed by the Association and the Administration.
2. Upon successful completion of the probationary period, the employee shall acquire seniority and shall be placed on the seniority list retroactive to their date of hire.
3. The Director of Personnel or her/his designee shall provide a written notice to each employee following the successful completion of the probationary period indicating their status as a permanent employee.

B. Work Day/ Work Year

1. **Work Hours.** An employee's working day shall be the same hours as the normal (7.5) work hours at the buildings in which the employee performs services. When an employee is assigned to work at a local district, normal work hours shall be performed within the scope of the standard Local Education Agency (LEA) building hours.
2. **Work Year.** The work year shall be at least 182 days, which coincides with the student attendance year.
3. **Lunch Periods.** Each employee shall have a duty-free lunch period of thirty (30) minutes within the scheduled workday. Employees whose schedules do not provide for said lunch period shall be paid for the additional time worked.
4. **Overtime.** Time and one-half (1½) of the employee's regular hourly rate of pay shall be paid for all hours in excess of forty (40) hours in any work week, provided that overtime pay shall not be pyramided. The employee and employer may mutually agree to allow compensatory time in lieu of paid overtime, provided such time is to be credited at time and one-half (1½), and does not accumulate past 240 hours, as outlined in the FLSA.

C. Method of Payment

1. An employee interested in receiving 22 or 26 bi-weekly pays shall notify the Director of Personnel prior to the first payroll period of the school year beginning in September.
2. The Director of Personnel will meet with interested employees to establish a payroll deduction to the Grand Rapids Teachers Credit Union or bank of choice for the purpose of establishing a vacation payroll account, which can be drawn during times outside of the employees normal work year (i.e. Winter Break, Spring Break, Summer Break).

D. Financial Gain

An employee shall not sell, market, or otherwise offer for additional financial gain, professional services or commercial materials or products to teachers, employees, pupils or parents in constituent school districts where the employee provides services under employment with the Board.

E. Absences

1. In the event weather or other external influences necessitates the closing of an ISD building, employees of that building will be informed by radio (WOOD) and need not report for work.
2. Any time a school/worksites that the employee services is not in session ("act of God days," weather warnings) it is the employee's duty to immediately notify the supervisor. The employee shall report to work that day at their respective ISD worksite, or at such other work location as may be approved by the employee's supervisor.

F. Travel, Working Time and Absence

Each employee must keep an accurate record of travel and working time, and report any absence to the office and to each school/worksites scheduled for services that day.

G. Records and Reports

Each employee is responsible for maintaining the proper files of services rendered and such permanent records as directed by the appropriate Director.

H. Transportation

1. Each employee must be responsible for adequate transportation for the performance of their duties.

2. In the event of emergency situations, a reasonable opportunity will be provided where a condition of car trouble exists.

I. Material Purchase

In order for the Board to pay the cost of any materials to be used in the employee's work, such materials must be purchased on an official purchase order form through the Department Supervisor.

J. Equipment and Supplies

Each employee shall be responsible for all education equipment and/or materials assigned to the employee and shall use such equipment and/or materials in a responsible manner. Employees shall not be responsible for equipment and/or materials broken, worn out, lost or stolen through no fault of the employee, but may be required to submit appropriate reports covering any instances of such loss or damage.

K. Staff Meetings

1. Bargaining unit members who work at the KC/TC or KTC buildings will be expected to attend staff meetings. Any meeting that is scheduled outside of an employee's normal work hours, shall be paid at the appropriate rate of pay (regular or overtime). Employees will be given a schedule of such meetings with dates and times in the fall of each year.
2. The Administration reserves the right to call an emergency staff meeting on short notice if circumstances warrant.

L. Additional Time

Each employee recognizes that additional work time during the day or in the evening may be necessary from time to time to improve or to further the efficiency of the educational program within the employee's specialization. When necessary, as determined by the Administration, such time will be paid at the employee's regular hourly rate, or overtime rate, whichever is appropriate.

M. CDL

Job Skills trainers who are requested to add a CDL endorsement to their license shall have the differential costs of securing and maintaining such endorsement paid by the District.

ARTICLE IX

COMPENSATION AND BENEFITS

A. Salary

The hourly wages, including longevity, of employees covered by this Agreement are set forth in the salary schedules attached hereto (See Appendix A).

B. Salary Schedules

1. An employee's hourly wages shall be determined by his placement on the attached salary schedule (See Appendix A).
2. An employee who has had no experience in his specialization, or in an approved related field, shall receive the hourly wages at Step 1 of the salary schedule.
3. An employee with experience outside the Kent Intermediate School District will be given credit to and including three (3) years, or more if approved by the Superintendent or designee.

C. Reinstatement on Salary Schedules

A previous employee who was covered by the terms and conditions of a contract with the Board, when seeking reemployment, may be reinstated at the step on the salary schedule which would have applied if he had not left employment.

D. Insurance

1. Medical Insurance

- a. The Board will pay the premium for SET UltraMed Plus for health and surgical insurance for a twelve (12) month period for a single subscriber, self and spouse, self and children or full family coverage, respectively, whichever such level of coverage is obtained by each employee.
- b. Such insurance benefits shall be prorated for part-time employees.
- c. The insurance available throughout this contract period shall be underwritten by group insurance contracts with the SET/SEG or such other reputable provider as may be agreed upon by the parties.

Fringe benefits will continue as specified under Family & Medical Leave Act (FMLA) for any leave, which meets with the provisions of the FMLA.

- d. Premiums above the amount paid by the Board for these insurances may be paid through payroll deduction provided there is a signed authorization for such deductions.
- e. The Board agrees to have the District handle all billings for such insurance.

2. **Dental Coverage.** The Board will pay the premium for SET Ultra-Dent Plan with the following provisions:

For Employees choosing Option 1*: Basic 70%-10%
Major 80%

For Employees choosing Option 2*: Same as Option 1

For Employees choosing Option 3*: Basic 80%
Major 80%

For Employees choosing Option 4*: Basic 50%
Major 50%

For Employees choosing Option 5*: No dental coverage

All dental plans/options include a \$50 deductible, and have an annual maximum of \$1000.

*See Flexible Benefits Options Program in Section 6 below.

3. **Long-Term Disability Insurance.** The Board will pay the premium for the SET Long Term Disability insurance with the following provisions:

Benefits Coverage - 66 2/3%
Maximum Monthly Benefit - \$3,000.00
Qualifying Period - 3 months

4. **Group Term Life Insurance**

- a. The Board will pay the premium for group term life insurance for each employee in an amount which is equal to the nearest one thousand dollars (\$1,000.00) of the employee's annual base contract salary.
- b. Salary amounts of five hundred dollars (\$500.00) or more shall be increased to the next highest one thousand dollars (\$1,000.00).
- c. Amounts of group term life insurance provided under major medical health insurance, and any other life insurance offered under any other program of the District, shall be included in arriving at the amount of coverage under this section.

- d. Insurance shall become effective on the first day of the month next following the day all requirements have been met.
- e. Such group term life insurance program shall contain an accidental death and dismemberment clause in an amount equal to the face amount of the policy.
- f. The Board of the Kent Intermediate School District retains the sole right to determine the insurance carrier, or carriers, and the servicing agent, or agents, for the group term life insurance program.

5. **Vision Coverage**

SET Ultra-Vision Plan will be provided by the Board .

6. **Insurance Options:** Employees may choose one (1) of the following Flexible Benefit Program Options:

	Option 1	Option 2	Option 3	Option 4	Option 5
Medical	Zero Deductible Zero RX Deductible	\$50/\$100 Deductible \$2.00 RX Deductible	\$150/300 Deductible \$5.00 RX Deductible	No Medical Coverage \$5.00 RX Deductible	No Medical Coverage
Dental	Basic 70%-10%; Major 80%; Deductible \$50 Annual Max \$1000	Same As Option 1	Basic 80%; Major 80% Deductible \$50 Annual Max \$1000	Basic 50%; Major 50% Deductible \$50 Annual Max \$1000	No Coverage
Vision	Examination \$45 Contact Lenses \$140 Frames \$85 Lenses \$42-72	Same As Option 1	Same as Option 1	Same as Option 1	No Coverage
Life	Based on Annual Salary	Same As Option 1	Same as Option 1	Same as Option 1	Same as Option 1
Contribution to Employees Flexible Spending Account	None	None	\$500.00	\$1,000.00	\$1,500.00
% of Board Paid	90.40%	100%	100%	100%	100%

- 7. **Proof of Coverage** – If an employee chooses Option 4 above, it will be necessary to show proof of health insurance coverage from another source. If Option 5 is selected proof of health, dental and vision coverage from another source will be required.
- 8. **Open Enrollment** - Changes in insurance plans (all options) can only be made during the open enrollment period (month of September) except in the case of a qualifying event as allowed by the underwriter.

E. Payroll Deduction

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

F. Continuing Education

Employees shall be given access to any two (2) courses per year offered at the Kent Intermediate School District, subject to administrative approval.

G. Automobile Travel Costs

Mileage allowances will be in accordance with the current rate approved by the Internal Revenue Service. A monthly travel record, by the odometer and places of visitation, is required.

H. Conference Leave and Expense

Employees shall be permitted to attend one (1) conference or convention per year, which may be called by the Michigan Department of Education, or its agents, or by a comparable professional society, for which attendance by the employee is compulsory in the opinion of the Director of Special Education or the Director of Career & Technical Education. Additional conferences/conventions may be attended provided there is sufficient funds to provide for said, as determined by the Administration.

Reimbursement for travel expense to such conference shall be allowed as follows:

- a. The rate of reimbursement for automobile travel shall be based upon the actual mileage (not to exceed 2,000 actual miles) times the current IRS mileage rate.

ARTICLE X

LEAVE PROVISIONS

A. Paid Sickness Leave

1. Each employee shall accumulate sick absence at the rate of ten (10) days for each school year without limitation as to accumulation.
2. Absence on "sick leave" shall be allowed for either personal illness or immediate family illness. Immediate family shall be the same as defined in the Administrative Guideline 3430.01, such sick leave days shall be limited to five (5) days per incident.
3. If there are reasonable grounds to suspect the misuse of sick absence, an employee, upon the request of the Superintendent, shall promptly substantiate such sick absence by a written physician's statement or by such other evidence as the Superintendent may require.
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.

B. Emergency Absence

At times it may be necessary for a bargaining unit member to request time off in order to take care of personal affairs that cannot be postponed. Such absences involve emergencies, business or family affairs, health needs, or crises.

A request shall be made, in writing, stating the reason for such request and length of time required. It is to be submitted to the staff member's immediate supervisor as early as possible prior to the time the absence is requested. For employees working in local districts, a phone call to the supervisor will suffice with the request form submitted as soon as possible thereafter.

1. These absences shall not exceed two (2) hours in length and may not be used in conjunction with any other type of absence.
2. Emergency absences shall not be deducted from allowances made for other forms of absence.
3. Emergency absences shall not exceed a maximum of four (4) two hour periods per school year.

4. Only one (1) such request may be used on any one (1) day.
5. Final approval, or disapproval, shall rest entirely with the immediate supervisor.

C. Personal Leave

Each employee will be allowed one (1) day of absence during each school year without loss of salary to transact personal business or to attend to affairs of a personal nature, which cannot be conducted outside the regular school day. One (1) additional day of absence during each school year, which will be charged against sick leave, will be allowed to transact personal business or to attend to affairs of a personal nature, which cannot be conducted outside the regular school day. Personal days may be taken in ½ day increments.

It is recognized that such request shall be made five (5) days in advance except in the case of emergency.

D. Paid Holidays

Employees shall receive the following paid holidays, provided they work the last scheduled workday preceding and the first scheduled workday proceeding the holiday:

Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas (*Effective June 30th, 2001 for all employees with 5 or more years of service*)
Christmas Day
New Years Day
Good Friday
Memorial Day

Holidays that fall on a Saturday shall be observed on the preceding Friday. Holidays that fall on a Sunday, shall be observed on the following Monday.

E. Bereavement

1. Absence will be allowed for the death or funeral of the member's immediate family or of their spouse's immediate family. Absence for an immediate family bereavement shall not exceed five (5) working days.
2. Any absence for other than immediate family requires approval from the Superintendent. Members shall use sick leave to cover such absences, which will be limited to five (5) working days per year.

F. Proration. The benefits provided in this Article (excluding automobile travel costs) shall be prorated in the case of part-time employees.

G. Military Leave

1. Leave and Return

Employees who are inducted into the Armed Forces of the United States, or who join the Armed Forces, in lieu of being inducted under provisions of the Selective Service Act, shall be entitled to leave without pay for the period of service required.

Upon an honorable discharge, the employee shall be reinstated with full credit on the salary schedule for time in service.

2. Reserve Training

An employee may request leave to participate in armed services reserve training programs and such leave shall be granted upon proper documentation by his/her commanding officer.

He/she shall be paid by the District the difference between the amount received for the training and his/her full salary.

ARTICLE XI

UNPAID LEAVES OF ABSENCE

A. Medical Leave

1. Any support personnel who is unable to perform their duties because of a personal illness or disability (including for this purpose maternity) which extends beyond the period for which sick pay is received under Paragraph A., Article X, above shall be granted a medical leave of absence without pay for the duration of such illness or disability, up to a total of one (1) calendar year provided that this period may be extended at the sole discretion of the Board up to the number of years of service of such employee in the District.
2. Any application for Medical Leave shall be in writing and be supported by a doctor's statement if requested by the Superintendent.

B. Jury Duty/Court Appearance

1. Should a staff member be called for jury duty, s/he shall provide a copy of the subpoena to the immediate supervisor.

Staff members who serve during their normal work schedule will not be penalized in any way for doing so. They will receive full pay if they endorse the check received from the court or pay the amount shown on their record slip, less travel allowance, within fifteen (15) days of return from jury duty.

While on jury duty, a staff member is required to report daily their schedule for the following day and must report to work when his/her presence is not required at court.

The time spent on jury duty will not be charged against personal leave and will count as time on the job.

Staff members must submit to their supervisor a record from the courts of the number of days served.

2. A staff member will be excused with pay for the time necessary for appearances in legal (court) proceedings connected with the staff member's employment or with the school district, provided that the staff member is subpoenaed to appear by the Board, the Administration or someone acting on their behalf.

C. Other Leaves Without Pay

1. A leave of absence without pay and without credit on the salary schedule may be granted at the Board's discretion subject to the conditions outlined in Section C. of this Article.
2. A child care leave of absence without pay to care for children, not to exceed three (3) months duration, shall be granted to employees under the following terms:
 - a. A written request for leave must be submitted as much in advance of the beginning of such leave as possible; and
 - b. If the period of unpaid absence does not exceed three (3) months, then the employee shall be reinstated to the employee's former position upon return from the leave providing that the position is still being offered by the services of KISD.
3. Days that can be counted toward those provided under FMLA will be deducted from that liability.

D. Return From Leave

1. An employee returning from leave under the terms of Paragraph A., of this Article XI, within one (1) year or less from the date when leave began shall be reinstated to the same position. An employee whose leave extends beyond one (1) calendar year but less than three (3) years shall have the same reinstatement rights as provided under Paragraph D.2. below of this Article.
2. An employee having at least two (2) years of continuous employment in the District who is on leave under the terms of Paragraph C.1. of this Article XI, shall be reinstated at the start of a semester in that employee's former position or in a substantially equivalent position providing a vacancy exists at the conclusion of such leave and providing that the employee has submitted written notice of intent to return to the Department Supervisor and to the Director of Personnel at least ninety (90) calendar days before the start of such semester. If no vacancy exists, the employee shall be placed on an extended leave for a maximum of three (3) years or until the first vacancy arises, whichever comes first, for which the employee is qualified.
3. An employee returning from such leave shall receive credit for purposes of advancement on the salary schedule only for each school year during which the employee was actively employed for one (1) day more than half a year, based on the number of student days.
4. An employee who does not return at the end of the leave period shall be considered to have voluntarily resigned.

5. Employees having less than two (2) years of continuous service may be reinstated, upon request, at the sole discretion of the Superintendent.

E. Fringe Benefit Continuation

The insurance premiums provided under the terms of Article IX, Paragraph E. above shall be paid for support personnel on leave under this Article XI as follows:

1. For any leave under Paragraph A., monthly premiums shall be paid for the balance of the school year in which the leave began;
2. For any leave under Paragraph C., the Board will pay a pro-rata share of the annual insurance premium cost, based on the percentage of the student days actually worked by the employee during that school year.
3. Fringe benefits will continue as specified under FMLA for any leave which meets with the provisions of FMLA.

ARTICLE XII

SUPPORT STAFF ADVISORY COUNCIL

A. Purpose

Representatives of the Administration and the Association may meet at the request of either party for the purpose of discussing matters of concern to either the Administration or the Association.

Matters of concern brought before this council shall not have circumvented the appropriate discussions through the supervisory levels for resolution of issues.

B. Membership

1. The Council shall consist of the Superintendent and two (2) other representatives selected by the Administration and the President of the Association and two (2) other members of the Association.
2. The Council shall select a Chairperson and a Secretary.

C. Meetings

Meetings shall be held at a mutually satisfactory time and place.

D. Agenda

1. Either party should submit to the Chairperson any proposed item for discussion at least one (1) week in advance of the Council meeting.
2. Items for discussion ordinarily should involve matters of general interest and concern, and may include such subjects as summer or other supplementary work opportunities and working conditions in constituent school districts.

E. Proposals

1. The Council may develop and prepare program proposals and recommendations.
2. Where there is mutual agreement of the parties, any such proposals or recommendations may be submitted for consideration to the Board and to the Association.

F. Limitations

It is understood that the Council is not intended as a vehicle for collective bargaining or as a substitute for the grievance procedure.

ARTICLE XIII

SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to the Association, the Board or a member of the Board, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIV

CONTINUITY OF OPERATIONS

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year. Since a grievance procedure has been established to handle unresolved disputes, the parties agree that neither the Association nor its members nor any person acting on behalf of the Association will cause, authorize, support or take part in any strike (i.e., concerted failure to report for duty, or willful absence of a support staff from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the support staffer's duties of employment) to occur during the life of this Agreement.

ARTICLE XV

DURATION OF AGREEMENT

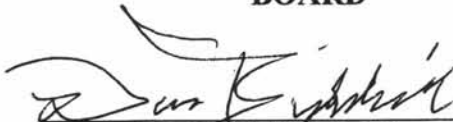
A. Duration

This contract shall be effective as of September 1, 1999, and shall continue in effect until August 31, 2001.

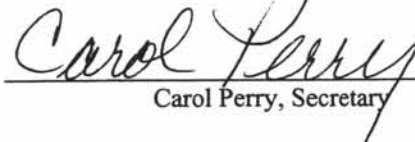
B. Extension

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

**KENT INTERMEDIATE SCHOOL
BOARD**



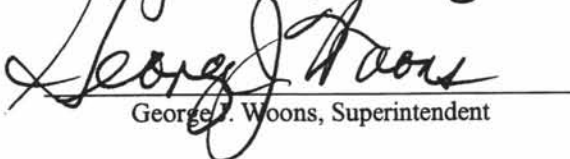
Dan Biddick, President



Carol Perry, Secretary

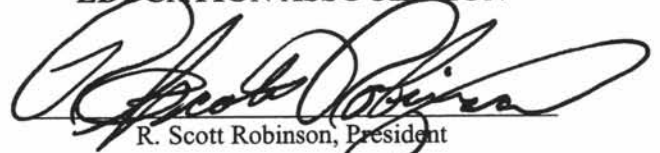


Mary M. Tomaszewski, Director of Personnel



George J. Woons, Superintendent

**KENT COUNTY
EDUCATION ASSOCIATION**



R. Scott Robinson, President



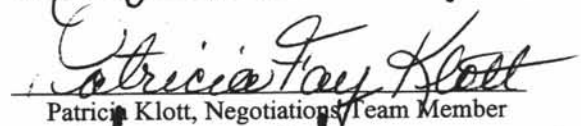
Michael D. Mitchell, Chief Negotiator



Bud Nowak, Negotiations Team Member



Mary VandenBerg, Negotiations Team Member



Patricia Klott, Negotiations Team Member



Karen Hamelink, President KCEA



J. Robin Langley, KCEA/MEA/UniServ Director

APPENDIX A

SALARY SCHEDULE

		1999-00	2000-01
Step	1	13.25	13.58
	2	13.88	14.23
	3	14.57	14.93
	4	15.22	15.60
	5	15.88	16.28
	6	16.54	16.95

LONGEVITY

6-10 Years	\$.24/hour
11-15 Years	\$.34/hour
16-20 Years	\$.51/hour
21-25 Years	\$.61/hour
26 Years +	\$.71/hour

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