

**A G R E E M E N T**

**BETWEEN**

**KALAMAZOO PUBLIC SCHOOLS**

**AND**

**THE SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 517M-UNIT 84**

**2011-2012**

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A G R E E M E N T

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the SCHOOL DISTRICT OF THE CITY OF KALAMAZOO, hereinafter referred to as the “Board” or “Employer,” and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M, UNIT 84, hereinafter referred to as the “Union.”

W I T N E S S E T H:

**ARTICLE I – PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth the rates of pay, hours of work and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the Community and the job security of the employees depend upon the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

**ARTICLE II – RECOGNITION**

**Section 1: RECOGNITION OF UNION RIGHTS.** The Board recognizes the Union as the sole and exclusive collective bargaining agent for all full-time and part-time operational employees in the classifications of: utility custodians, regional custodians, day custodians, heating plant operators, music instrument repair technician driver, night lead custodians in senior high schools, stockroom personnel, groundskeeper/custodian, stockroom personnel/food trucker, night custodians and excluding supervisors and foremen.

- (a) All regular part-time employees who are scheduled to work less than 2,080 hours per year shall be eligible to receive the benefits provided under this Contract on a prorated basis of the total hours of scheduled work.

**Section 2: SCHOOL HELPERS.** The District may employ “School Helpers” to provide a variety of services to buildings as assigned by the building principal. Some of these services may include work that was previously performed by day custodians. Additionally, each school may be allocated funding for opening and closing buildings outside of the school day. The Principal or Community Schools Leader may assign personnel to open and close buildings based on their judgment as to the best way to complete these tasks. Some or all of these tasks may be performed by personnel outside of the custodial bargaining unit. The District has agreed that during the 1999-2000 school year, school helpers will only be utilized at the twenty-six (26) school buildings where students are housed, and school helpers shall not be assigned to any such building more than eight (8) hours per day.

- (a) At no time will the District be required to provide custodial staff when the building is occupied. The District may request custodial staff to work building rentals and other times that the building or grounds are being utilized for District sponsored and non-District sponsored functions. This includes the Loy Norrix

Auditorium. The District will work with the Union to provide an equitable way to offer overtime opportunities to staff.

**Section 3: RECOGNITION OF BOARD'S RIGHTS.** The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the School District and the employees are vested solely and exclusively in the Board.

- (a) Nothing contained in this Agreement shall be construed to limit or preclude the Board's right to require pre-employment health examinations at Board's expense, to determine eligibility for employment nor to limit or preclude the Board's right to require, at any time, for continuance of employment, a health examination by the employee's own licensed physician at the Board's expense. The Employer shall assume the cost for the annual tuberculin test.

**Section 4: NON-DISCRIMINATION.** The Board and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee because of his/her race, color, creed, age, sex, handicap, nationality or political belief, nor shall the Board or any of its agents nor the Union, its agents or members discriminate against any employee because of his/her membership or non-membership in the Union.

**Section 5: UNION ACTIVITY DURING WORKING HOURS.** The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours without prior permission of their supervisor. When Union representatives are scheduled to meet with management during working hours, they shall inform their supervisor as soon as such meeting has been scheduled.

**Section 6: AGENCY SHOP.**

- (a) All employees specified in Appendix A of this Agreement shall, as a condition of continued employment, pay to the Union through payroll deduction a sum equivalent to Union dues, which sum represents each employee's prorata share of the cost of negotiation and representation by the Union. Authorization cards shall be executed by the employee at the time of his/her initial employment. A "hold harmless" clause will be included with this procedure to protect the interest of the School District.
- (b) Section (a) above shall be immediately effective under the completion of an employee's probationary period.
- (c) Any employee who, upon completion of said probationary period, refuses to authorize a payroll deduction for said employee's prorated share of the cost of representation as set forth above in paragraph (a) shall be discharged upon written notification to the Human Resources Division by the Union.

- (d) Nothing contained in Sections (a) through (c) above shall be construed in any manner to require any employee to become a member of the Union. Nor shall either the Union or the Board in any way discriminate against any employee who executes said payroll deductions but who chooses not to join the Union.
- (e) The Board agrees to deduct at each pay period the regular monthly Union dues, and/or prorata share of that employee's cost of negotiation and representation by the Union, from the wages of those employees specified in Appendix A, and to pay said amount thus collected to the Union Treasurer. The Union shall, from time to time, inform in writing the Human Resources Department, of any changes in the amount of payroll deductions to be made. The Union shall give the Board thirty (30) days notice as to the effective date of said increased deductions. The Board thereupon shall deduct the sum as directed.
- (f) The Employer will honor a written authorization signed by any employee for the deduction of voluntary political education contributions to the Union.

### **ARTICLE III – GRIEVANCE PROCEDURE**

**Section 1:** A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement. Reference to the masculine gender in this Article shall not be construed so as to exclude the feminine gender, in fact, the feminine gender shall be used when applicable to the female employees affected thereby.

**Section 2:** In the event an employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal within seven (7) working days of the cause of the alleged grievance, or at such time as a reasonable person would have had knowledge of the alleged grievance, either personally or accompanied by his/her Union representative. In the event resolution of the matter is not reached at this level, a brief written memorandum shall be executed and signed by both parties.

#### **Section 3: STEP ONE.**

- (a) If, as a result of the informal discussion with the building principal, a grievance still exists, the employee may invoke the formal grievance procedure within five (5) working days of the informal discussion set forth in Section 2 above. Said grievance shall be processed on the form attached as an appendix to this Contract and signed by the grievant. A grievance shall be filed with the immediate Supervisor with a copy to the Union and the Department of Human Resources. Grievance forms called for in this Section shall be provided by the Administration and shall be available at every school (building) to the unit members through the principal's or administrator's office.
- (b) Within ten (10) working days of the receipt of the grievance, the immediate Supervisor or his/her designee shall meet with the grievant and/or the Union representative in an effort to resolve the grievance. The immediate Supervisor or his/her designee shall indicate his/her disposition of the grievance, in writing,

within five (5) working days of said meeting. A copy of said disposition shall be forwarded to the Union and the Department of Human Resources.

**Section 4: STEP TWO.**

- (a) If the grievant is not satisfied with the immediate Supervisor's disposition of the grievance, the grievance shall be transmitted to Human Resources within five (5) working days following the immediate Supervisor's response.
- (b) Within ten (10) working days, Human Resources shall meet with the grievant and/or the Union representative and shall indicate their disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the grievant and the Union.

**Section 5: STEP THREE.**

- (a) If the grievant is not satisfied with the disposition of the grievance by Human Resources, the grievance shall be filed with the appropriate chief executive officer, that being the Superintendent or his/her designee, five (5) working days following the answer to Human Resources.
- (b) The appropriate chief executive officer or his/her designee shall meet with the grievant and the Union representative within ten (10) working days. Disposition of the grievance, in writing, by the appropriate chief executive officer or his/her designee shall be made no later than ten (10) working days thereafter. A copy of such disposition shall be furnished to the grievant and to the Union.

**Section 6: STEP FOUR**

If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within fifteen (15) calendar days after receipt by the Union of the Chief Executive Officer or his/her designee's Third Step answer. If the grievance has not been submitted to arbitration, or a letter to the Administration by the Union indicating an intent to arbitrate, within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Union. The arbitrator shall have no authority to add to, subtract from, change, or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing herein contained shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust disciplinary action or discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expense and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union.

**Section 7:** Grievances on behalf of the entire Union shall be filed by the Chairperson of the Union's Grievance Committee and shall be processed starting at the Second Step of the grievance procedure.

**Section 8:** Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to be withdrawn by the Union. If the Employer fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

- (a) It is understood and agreed that the time limits specified in this grievance procedure may be extended by mutual agreement in writing between the Union and the Employer.
- (b) It is the express intention of the parties hereto that grievances shall not be processed to either the third or the fourth step of the grievance procedure until the parties have had an opportunity to meet pursuant to the second and third step of the grievance procedure, respectively. In the event the Employer refuses to meet at either of the aforementioned steps, then and in that event the grievance may be processed as per the previous Sections notwithstanding said refusal to meet.

**Section 9:** Whenever the words are used in Article III, “regularly scheduled working days,” they shall mean those days between Sunday and Friday, both inclusive, excluding holidays recognized under this Agreement.

**Section 10:** The Union shall promptly notify the designated Human Resources representative in writing as to the membership of the Grievance Committee and any changes therein. The Union’s Grievance Committee shall be comprised of not more than two (2) individuals plus the grievant.

**Section 11:** Union Grievance Committee members who must necessarily attend such meetings will not suffer loss of pay when such meetings are held during their regularly scheduled working hours.

**Section 12:** In the event an employee under the jurisdiction of the Union shall be discharged from his employment after the date hereof, and he believes he has been unjustly discharged for just cause, such discipline or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the designated Human Resources representative within five (5) regularly scheduled working days after such discharge. Such grievance shall be processed starting with the Second Step of the grievance procedure. Prior to discharge, where practicable, the employee shall be given the opportunity to meet with a Union representative. The Union shall be notified immediately, in writing, of the circumstances surrounding said discharge.

**Section 13:** In the event it should be decided under the grievance procedure that the employee was excessively disciplined or unjustly discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation, if any, shall be at the employee’s regular rate of pay less such compensation as he/she may have earned at other employment during such period.



## **ARTICLE IV – NO STRIKE, NO LOCKOUT PROVISION**

**Section 1:** The Union agrees that during the life of this Agreement neither the Union, its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown or strike. The Board agrees that during the same period, there shall be no lockout.

**Section 2:** Individual employees or groups of employees who instigate, aid, condone, or engage in a work stoppage, slowdown, or strike that is not authorized by the Union may be disciplined or discharged in the sole discretion of the Board. It is understood and agreed that the question as to whether an employee or employees are engaged in activity proscribed by this Section can be resolved through the grievance procedure.

## **ARTICLE V – SENIORITY**

**Section 1: SENIORITY DEFINED.** Seniority shall be defined as an employee’s length of continuous service in the Operational Unit since his/her last hiring date as a full-time/regular part-time employee. “Last hiring date” shall mean the date upon which an employee first reported for work as a full-time/regular part-time employee in the Operational Unit at the instruction of the Board since which he/she has not quit, retired or been discharged and since which he/she has not been employed in any other unit in the District nor been reclassified as a part-time employee. As applied to employees who previously worked in the District in another division, department or unit, “last hiring date” shall mean the date upon which such employee first reported for work as a full-time/regular part-time employee in the Operational Unit at the instruction of the Board since which he has not quit, etc., as above provided:

- (a) All employees within the Bargaining Unit as of September 18, 1972, shall be considered to have Unit seniority. Said Unit seniority shall include all previous seniority within the system. However, this shall not constitute a basis for any retroactive wage adjustment but only credit allowed for service upon the basis of which adjustments may be made from and after September 18, 1972. Any and all personnel transferred into the Bargaining Unit after September 18, 1972, shall have unit seniority as of the date of transfer.
- (b) Bumps, layoffs, recalls, job bids, pay grades and similar matters shall be governed by date of hire within or transfer to the Bargaining Unit.
- (c) Super Seniority: Notwithstanding their position on the seniority list, during the period of their appointment, executive committee members [not to exceed nine (9)] shall, in the event of a layoff for lack of work, be continued at work so long as there is a job in the Unit for which they have, after one (1) workday training, the ability to satisfactorily perform the job. It is understood and agreed that in the event of a curtailment of the work force, the executive committee members [not to exceed nine (9)] shall be required to exercise their actual seniority under the terms of this Agreement until such time as such actual seniority will no longer permit them to remain at work in their Unit at which time the super-seniority provided for in this paragraph may be invoked.

(d) Promotions:

1. Any employee promoted from a job within the scope of this Agreement into a supervisory position outside the Bargaining Unit may retain his/her name on the seniority list within the Bargaining Unit for one (1) year following such promotion.
2. Said employee may, within one (1) year of said promotion, return to his/her former job in the unit on the basis of said retained seniority.

**Section 2: NEW EMPLOYEE PROBATION PERIOD.** New employees, including those who have previously worked elsewhere in the District, shall serve a probationary period of not to exceed five (5) months. During the probationary period, probationary employees will be subject to supervision and evaluation of the immediate Supervisor or his/her designee. The Employer will advise the Union and the probationary employee of successful completion. The probationary period may be extended by mutual consent of the employee, the Union and the Board. Probationary employees shall have no seniority and during the probationary period may be laid off, disciplined or terminated at the discretion of the Administration without recourse to the grievance procedure. However, upon satisfactorily completing their probationary period, their names shall be placed on the seniority list of their last hiring date.

**Section 3: SENIORITY LIST.** The Administration will maintain an up-to-date seniority list, a copy of which will be made available to the Union as of September and March of each year. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their last hiring date, starting with the employee with the greatest amount of seniority at the top of the list. If two (2) or more employees have the same last hiring date, the older person shall have the higher rating with their respective positions on the seniority list, with the employee having the earliest birth date being assigned first to the seniority list, etc. The Union shall be notified of the name and effective date of hire of all new employees covered by this Agreement.

**Section 4: TERMINATION OF SENIORITY.** An employee's seniority shall terminate if:

- (a) He/she voluntarily quits his/her job even though he/she may immediately thereafter be re-employed in some other division, department or unit of the District. For the purpose of this Article, acceptance of employment in any other division, department or unit in the District as a result of making application or request therefor shall constitute quitting under this subsection.
- (b) He/she is discharged from his/her employment and such discharge is not reversed through the grievance procedure.
- (c) He/she overstays a leave of absence without giving to the Administration a reason for not returning from said leave of absence in a timely manner which is acceptable to the Administration.
- (d) He/she is absent from work for three (3) consecutive working days (excluding Saturdays, Sundays and holidays) without giving to the Administration during

such three (3) days a notice of reason for such absence which is acceptable to the Administration.

- (e) He/she takes a leave of absence for the purpose of seeking or engaging in other gainful employment or accepts such employment while on such leave of absence, unless prior written approval by Employer and Union is received by the employee to engage in such employment.

**Section 5:** All open positions, whether formally referred to as “filling a vacancy,” “new openings,” “promotion,” “in classification transfer,” whether caused by death, illness, retirement, termination and/or the creation of new position, shall be filled by bid.

- (a) Said bid shall contain the job classification and pay classification of the position and the physical location of same. Job qualifications and requirements will be specified in the notice. Notices will remain posted for a period of five (5) consecutive working days after they are issued by the Administration.
- (b) Said bids will be filled according to seniority, ability, experience and work record, including attendance record. The Union recognizes the legitimate interests of the Administration filling the bid with the employee most likely to adequately perform and fulfill the job qualifications. In the event the senior applying employee is not so qualified, then and in that event the bid shall be filled by the next senior employee with the requisite qualifications to fulfill the requirements of the position. In the event no Union members bid on the position posted and/or employees bidding are not qualified, then and in that event, the bid may be filled by a new hire. Said new hire shall, however, be hired at the C-3 pay classification and shall progress as set forth in Appendix B. The Union agrees to waive this provision in the event the Administration can demonstrate a legitimate hardship under the literal terms of this language.

If a custodian has had six (6) or more absences within a twelve (12) consecutive month period preceding the bid, and has had ten (10) or more absences within the twenty-four (24) consecutive month period preceding the bid, said individual will not be eligible to bid on any open positions. An absence of one (1) or more consecutive scheduled work days shall constitute an absence. If an employee is required to be absent on a prescheduled basis to obtain necessary treatment prescribed by a physician (M.D. or D.O.) for a specific medical condition, those scheduled absences shall not be counted for purposes of this paragraph. Absences occasioned by a work-related accident or illness covered by worker’s compensation shall not be counted for purposes of this paragraph.

- (c) Successful bidders will be on a three (3) month probationary status in new positions. Unsuccessful performance will result in transfer to former level.
- (d) Before any involuntary transfer is made, the Union President and Grievance Chairperson shall be consulted by the Administration.
- (e) Staffing Procedure for Grade C Positions:

1. Grade C Day – positions are staffed using the posting bid process.
2. When a regular opening for a Grade C Afternoon or Night position is open, the initial vacancy will be posted. Grade C night custodians will have the opportunity to place their names on a listing, maintained by Facilities Management, indicating the building(s) that they would be interested in transferring to in the event of an opening for a Grade C night position. After the initial posting is filled, Facilities Management will contact the most senior, qualified employee as defined in Article V and offer them the open position. This process will continue for the next two (2) openings that result from individuals transferring to the open positions created by a transfer or whenever there is no one left on the list requesting a transfer to that opening. At that time, the remaining open position will be advertised and filled by an individual outside of the unit.

For placement in positions for the 1999-2000 school year, the District has agreed that all of the bargaining unit positions shall be posted, with the exception of music instrument position and the boiler position at South Middle School, within a reasonable time following the ratification of the 1999-2000 Collective Bargaining Agreement. The process of filling positions subject to seniority and qualifications as defined in Article V will continue until all positions are filled. The District will establish qualifications and will continue until all positions are filled. The District will establish qualifications and any and all testing requirements in compliance with the Contract and practice. However, the “sick leave restrictions” normally applicable to the transfer process will not disqualify any unit member from movement during this placement in August of 1999.

- (f) Notwithstanding any other provision of this Agreement, at the start of the 1999-2000 school year, each of the K-6 elementary buildings will be staffed with a first shift day custodian and a second shift custodian. If, during the school year, either custodian assigned to a K-6 elementary building leaves his/her employment with the School District, the following options shall be available to the building principal:
  1. If the day custodian position becomes vacant due to resignation, retirement, etc., the building principal has the option of having the position posted as a C day custodian position or the building principal can have a school helper assigned to said building in lieu of a day custodian.
  2. If the second shift custodian position becomes vacant due to resignation, retirement, etc., the building principal has the option of having the position posted as a second shift position or posted as a third shift custodial position.

**Section 6:** Substitute employees shall be defined as any employee hired to fill the vacancy of an authorized position when the vacancy in that position has resulted as per an absence provided by this Agreement (such as vacation) or an authorized leave of absence. Spare hands may be hired by the District to perform work of a specified nature in positions over and above those positions authorized as a result of the regular budget process. Spare hands who are employed on a continuous basis in the same position in excess of ten (10) consecutive weeks shall be obligated to pay Union dues starting with the 11<sup>th</sup> week of such continuous employment. Such obligation to pay Union dues derives from the fact that starting with such 11<sup>th</sup> week, the employee will be protected relative to discharge and discipline under the Union Contract for reasons other than the lack of need for their services in the particular position they were hired to fill. Utility employees shall be defined as an employee hired to perform fill-in assistance throughout the District on an indefinite basis. Such employee shall be a regular seniority employee with seniority. Their daily work schedule will be established by Facilities Management.

In the event of a job opening due to a non-work related accident or illness of over twenty (20) working days, jobs will be filled on a temporary basis for up to six (6) months by bids from the next lower classification within the building. The period of temporary fill-in shall be up to two (2) years if the injury or illness results from a work incident and is covered by worker's compensation and the injured employee presents acceptable medical evidence that she/he is actively recovering and there is a medically predictable prognosis that she/he will be able to return to perform the regular duties of that job. Any opening created by the granting of such a bid will be filled by movement of staff within the building. Any employee who is unable to return to active work in their classification within two (2) years from the start of their absence shall have their seniority terminated and shall not be eligible to return to any position.

If the employee who was injured or ill returns to work within the period(s) provided above, the above-mentioned movement shall be reversed. If the employee who was injured or ill does not return to work within the period(s) provided above, he/she will not be entitled to return to the bid position. The bid position shall be filled through the normal bidding process.

If a full-time employee who was injured or ill is able to return to work after his/her old position has been filled with another employee, he/she will be allowed to bump into the position within the unit which is held by the least senior full-time person in the unit. Employees displaced as a result of this procedure shall have the right to bump another part-time employee based on their seniority.

**Section 7: LAYOFFS FOR LACK OF WORK OR FUNDS.** When, in the judgment of the Board, it becomes necessary to lay off an employee or employees due to lack of work or funds, probationary employees shall be the first to be laid off. Thereafter, the last hired employee shall be the first to be laid off providing always that the remaining employees are available to perform the work of the employees who are scheduled for lay off who have the then present ability to satisfactorily perform such work with one (1) work day trial or training. In the event a Class A or Class B employee is bumped, said employee shall be given two (2) weeks training to acquaint himself/herself with his/her new assignment.

If there are unit members who are laid off, such employees shall be given an opportunity to be used as substitutes/"spare hands" when such opportunities arise.

**Section 8: SETBACKS OCCASIONED BY LACK OF WORK OR FUNDS.** When a job classification is discontinued or when, in the judgment of the Board, it is necessary to suspend a job classification or reduce the number of employees in a job classification, the employees with the least bargaining unit seniority in the classification in the building where the setback is necessary shall be the ones removed from their job classification. An employee thus removed from a job classification may exercise his/her unit-wide seniority to displace the junior employee in the same job classification in some other building designated by the Board, seniority permitting, provided he/she has the then-present ability to satisfactorily perform the work of such junior employee with one (1) work day trial or training.

- (a) In the event the affected employee prefers not to bump as above provided, then such employee may exercise his seniority to displace the employee with the least unit-wide seniority in any lower paid job classification in the building in which he/she is then employed or the employee with the least unit-wide seniority in any lower paid job classification in some other building designated by the Board, seniority permitting, provided that in either case the bumping employee must have the then-present ability to satisfactorily perform the work of the job onto which he/she bumps with one (1) work day trial training.

**Section 9: RECALL FROM LAY-OFF STATUS.** In recalling employees to work following a layoff, the laid off employee with the greatest amount of unit-wide seniority shall be recalled first. In the case of Class A and/or Class B employees, when an opening occurs in a job classification other than the classification they left as result of lay off, said employee shall be given a two (2) week training so as to acquaint himself/herself with said job. In the event said recalled employee shall not be able to satisfactorily perform in the position to which he/she is recalled, then the next senior employee on lay-off status would be recalled, as set forth above. If the job is a job for which the Board normally trains new employees, then the senior laid off employee will be recalled and given a trial and training period in the same manner and extent that such trial and training is normally afforded new employees. In the event the job for which the recall is made is of special skill nature for which the Board does not normally train new employees but customarily hires new employees who are already trained, the Board shall have the right to hire trained new employees during the layoff period in the same manner and to the same extent as is the normal practice during periods of full employment.

- (a) The Administration shall give laid off employees forty-eight (48) hours notice prior to the date of return to work. When an employee is recalled to work in his/her own job classification, irrespective of the building in which the opening occurs, a refusal of the employee to return to such opening shall result in his/her removal from the seniority list and his/her termination as an employee. An employee unable to return because of illness or injury shall verify same by licensed physician.
- (b) When an employee has returned, under the above recall provisions, to a job classification other than the one he/she occupied prior to the start of the lay off procedures, he/she shall be returned to his/her own previous job classification when an opening therein occurs, unit-wide seniority permitting.

**Section 10:** The parties hereto are committed to the principle of on-the-job training, the details of which shall be worked out between the parties and set forth in a letter of intent.

**Section 11: TESTING AND QUALIFICATION.** The District retains the right to utilize reasonable methods and procedures to screen and test the qualifications of both internal and external candidates for hire, promotion and transfer and to set reasonable levels and measures of performance on such tests as minimum qualification for each position. All tests that are given shall be relevant to the nature of the open position.

## **ARTICLE VI – WAGES AND HOURS**

**Section 1: WAGES.** The job classifications under the jurisdiction of this Agreement are specified in Appendix A, and the wage scales applicable thereto are as set forth in Appendix B.

- (a) Employees who assume the position of a higher rated employee as a consequence of the higher rated employee's absence shall be paid at the higher rated employee's pay classification provided the lower rated employee assumes said higher rated position for twenty (20) consecutive working days. Upon assuming said position for twenty (20) consecutive working days, said lower rated employee shall receive the higher rate retroactive to the first day said employee assumes said position.

**Section 2: WORKING HOURS.** The parties hereto are committed to the principle of a five (5) day work week of forty (40) hours with an unpaid lunch period at or near the mid-point of half shift as a general rule for full-time employees. This is not, however, a guarantee of hours for any day or week. Work schedules may be changed by the District as it deems appropriate to meet the needs of the District.

- (a) School-based custodial employees on the night shift (3<sup>rd</sup>) shall not leave their building during their break period(s), but shall be allowed to leave their buildings for a thirty (30) minute period during their unpaid lunch.

If the employee starts his/her third shift schedule between the hours of 10:30 p.m. and midnight, his/her lunch break shall be from:

3:00 a.m. to 3:30 a.m.

If the employee starts his/her third shift schedule after midnight, his/her lunch break shall be from:

4:00 a.m. to 4:30 a.m.

Any employee on the third shift who is absent from his or her building at any time period other than the appropriate designated lunch period shall be subject to the following discipline:

First Offense

One (1) day unpaid suspension

Second Offense

Discharge

- (b) All full-time employees will be accorded two (2) paid breaks of fifteen (15) minutes each during a scheduled eight (8) hour shift at the site where working.

1<sup>st</sup> Break - near the middle of the first four (4) hours.

2<sup>nd</sup> Break - near the middle of the last four (4) hours.

- (c) All full-time employees shall be allowed a one-half (1/2) hour unpaid lunch period during each shift which shall be added to employees' schedules and taken somewhere near the middle of their shifts.
- (d) All part-time employees scheduled to work six (6) hours or less in a work day will be accorded one (1) paid break of fifteen (15) minutes during the shift at the site where working.

In addition, part-time employees scheduled to work more than six (6) hours but less than eight (8) hours will be accorded one (1) additional paid break of fifteen (15) minutes during the shift at the site where working. This break will be scheduled by the District to meet operational needs.

- (e) The District will pay employees assigned to and required to drive their own car during their normal shift a mileage reimbursement at the IRS rate. This does not cover employees traveling to and from work assignments outside of their normal workday or to and from extra assignments at different buildings offered to part-time employees.
- (f) When an elementary building has custodial services supplied to it with a combination of a third shift custodian and the assignment of a school helper (i.e., K-3 buildings), said building will have the following option:

If the building principal and/or the building's site-based team requests the night custodian to modify his/her hours, such modification can be made provided the building leadership and the custodian have mutually agreed to the change.

- (g) When the District declares a snow day and cancels all school-related activities, all custodial employees can work the day shift. In addition, custodial employees can work on the day shift on the two (2) days per year when schools are closed and when teaching staff is given "comp time." These days designated as comp time for conferences shall be designated by the School District and communicated to bargaining unit employees.

**Section 3: TIME AND ONE-HALF AND DOUBLE TIME.** Overtime is to be worked only when required. Instructions for and approval of overtime must be received from the employee's immediate supervisor prior to working overtime.



- (a) Time and one-half of the employee's regular rate of pay shall be paid for all time worked in excess of eight (8) hours in any one (1) day or for over forty (40) hours in any one (1) week, whichever results in the greater amount of pay.
- (b) Double the employee's regular rate of pay shall be paid for all time worked on Sunday or any of the paid holidays enumerated in Article VII of this Agreement.

**Section 4: DAY WORKERS.** Employees who work during the regular school day shall be considered day workers and shall be paid the regular scheduled rate of pay.

**Section 5: EVENING WORKERS.** Evening workers shall be those who are regularly scheduled to work at least four (4) hours between 2:00 p.m. and 11:00 p.m. Evening workers shall receive a shift premium of twelve (\$.12) cents per hour (\$4.80 per full week) for each hour worked.

**Section 6: NIGHT WORKERS.** Night workers shall be those who are regularly scheduled to work at least four (4) hours between midnight and 8:00 a.m. Night workers shall receive a shift premium of eighteen (18¢) cents (\$7.20 per full week) per each hour worked.

**Section 7: CALL-IN PAY.** Any employee who is called in to perform work outside of his/her regularly scheduled working hours will be paid the appropriate overtime rate for the time he/she works but not less than the equivalent of two (2) hours at the appropriate overtime rate if he/she performs any work, or two (2) hours at his/her regular straight time rate if he/she performs no work. Employees called in early may be sent home early on the same day to balance their hours, however, this will not affect their qualification for the premium pay provided above. The two (2) hour guarantee shall not apply to employees who were previously scheduled to start work prior to their regular starting time or who may be retained after their regular waiting time nor shall it apply to employees who are called in for periods of less than two (2) hours prior to the start of their shift but who continue to work their regular shift thereafter.

**Section 8: REPORTING PAY.** An employee who reports for work at the start of his/her own regularly scheduled shift and is sent home because there is no work available for him/her shall receive two (2) hours of pay at his/her regular straight time rate. This reporting pay provision shall not apply when the failure to have work available for such reporting employee is due to causes beyond the control of the Board, or due to an employee having been bumped by a senior employee, nor shall it apply if the employee was advised in advance that there would be no work, was to reasonably be available to receive such notice, has no telephone, or when offered work for such two (2) hour period, refuses to perform the same.

**Section 9: WORKERS' COMPENSATION.** An employee who is necessarily absent from work due to an accident or illness arising out of and in the course of his/her employment by the Board shall receive the difference between the Workers' Compensation allowance and his/her regular full-time pay, deducted from his/her accumulated unused sick leave pay to the extent such accumulation will support such payments. Administration shall forward a copy of work-related accident reports to the Union. Said reports shall be mailed to the Union President.

**Section 10: PAYMENT OF WAGES.** Payment of wages shall be based upon the hourly rate as established in Schedule A of this Agreement for all work performed in the preceding work week(s).

**Section 11:** Regular part-time employees who work less than 1,800 hours per year shall receive prorata fringe benefits on the basis of the hours scheduled to be worked by those employees.

**Section 12: LONGEVITY PAY.** Employees with at least ten (10) years of service with the District shall receive an annual longevity payment in the first pay period of December each year according to the schedule below:

At least 10 years of service	\$150.00
At least 20 years of service	\$300.00

### **ARTICLE VII – HOLIDAYS**

**Section 1: PAID HOLIDAYS.** For employees in the School District, the following shall be recognized as holidays upon which work will not normally be scheduled:

Independence Day  
Labor Day  
Thanksgiving  
Friday following Thanksgiving  
Christmas Eve  
Christmas  
New Year's Eve  
New Year's  
Good Friday  
Memorial Day

In addition, there shall be two (2) floating holidays. Said holidays may be agreed to between the Union and the District. If no days certain are established as floating holidays for the entire unit, then the employees shall secure prior approval from Facilities Management prior to the utilization of said floating holidays. Each employee is responsible to apply for the floating holidays at least two (2) weeks in advance and prior to June 1 of each year. If the employee cannot have the day they requested due to conflict with other employees, the most senior employee(s) will be granted their preference and the others will be asked to reapply or be assigned another day. Days not taken by the end of June in each year will be lost.

- (a) Whenever any of the above holidays occur on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the above holidays occur on a Sunday, the succeeding Monday shall be observed as the holiday.
- (b) Notwithstanding the above, the holidays of Christmas Eve, Christmas, New Year's Eve and New Year's will be observed pursuant to the School District's End-of-Year Holiday Schedule for twelve (12) month employees.

**Section 2: AMOUNT OF HOLIDAY PAY.** Qualified employees shall receive eight (8) hours of pay at their regular straight time hourly rate for each unworked holiday (or any observed as such.) Regular part-time employees shall receive holiday pay for all hours scheduled during the occurrence of said holiday.

**Section 3: QUALIFIED EMPLOYEES.** To qualify for holiday pay, an employee: (1) must be a regular full-time or regular part-time employee who has completed at least thirty (30) days of continuous employment as a full-time employee immediately preceding the occurrence of the holiday (or day observed as such); and (2) must work the full last scheduled work day prior to the holiday and the full next scheduled work day after the holiday, unless an authorized absence is in effect.

**Section 4: HOLIDAYS AS WORK DAYS.** For those employees who qualify for holiday pay, a paid holiday shall be considered as a day worked for the purposes of this Collective Bargaining Agreement.

## **ARTICLE VIII – VACATIONS**

**Section 1:** Full-time, twelve (12) month employees covered by this Agreement shall be allowed vacation with pay, based on the service date of employment in the system. After having completed one (1) full year of employment, for the purpose of this Section only, an employee whose anniversary falls between June 15 and December 31 (both inclusive) shall be deemed to have completed his/her full year as of June 15 of that year.

- (a) Employees who, as of June 15 in any year, have completed less than one (1) year of continuous full-time employment since their last hiring date shall be allowed a vacation of ten (10) working days.
- (b) Employees who, as of June 15 of any year, have completed one (1) but less than six (6) years of continuous full-time employment since their last hiring date shall be allowed ten (10) days of vacation.
- (c) Employees who, as of June 15 of any year, have completed six (6) but less than thirteen (13) years of continuous full-time employment since their last hiring date shall be allowed fifteen (15) days of vacation.
- (d) Employees who, as of July 15 of any year, have completed thirteen (13) years or more of continuous full-time employment since their last hiring date, shall be allowed twenty (20) days of vacation.
- (e) Employees who, as of July 15 of any year, have completed twenty-five (25) years or more of continuous full-time employment since their last hiring date, shall be allowed twenty-five (25) days of vacation.

### **Section 2:**

- (a) The provisions of subsections (a) through (b) above anticipate that an employee will work at least 60% of his/her regularly scheduled work hours each month

during the twelve (12) month period preceding June 15 in order to qualify for full vacation pay. Employees who work less than 50% of their regularly scheduled work hours during any month or months during such twelve (12) month period shall have their vacation pay for that year reduced by the percent that the number of months in which they work less than 50% bear to the twelve (12) month period.

- (b) Section 2(a) above shall not apply to employees who are out of work due to illness and who are drawing pay on the basis of their earned sick leave. For those employees who have exhausted their earned sick leave and who may have been granted an authorized leave of absence, Section 2(a) would be applicable.

**Section 3:** Vacation shall be credited by the month as determined by the amount of annual vacation allowance.

<b><u>Vacation Credit Per Year</u></b>	<b><u>Monthly Vacation Allowance</u></b>
10 days/year	One per month for first ten months of fiscal year [or one per month to the close of the fiscal year (if hired Sept. 1 or later.)]
15 days/year	One and one-half day per month first ten months of fiscal year.
20 days/year	Two days per month for first ten months of fiscal year.

Employees starting mid-year shall receive pro-rated vacation allowance; for example, employee starting January 5 works six of the twelve months and receives one-half of the ten-day allowance or five days. The monthly allowance is one day each for January through May.

**Section 4:** Allowance for total vacation to be credited is on a fiscal year basis with the fiscal year starting July 1 and closing June 30. Monthly records will be maintained of vacation credited, vacation taken, and total vacation balance for the month. The employee accumulates vacation days at the rate allowed per month. If the starting date is in the middle of a month or before, the staff member receives full credit for the first month for vacation days. If the starting date is after the middle of the month, the vacation accumulation begins with the first full month of employment.

**Section 5:** The number of vacation days which may be accumulated is one and one-half times the allowance for the fiscal year. In the event that an employee accumulates one and one-half times the yearly allowance, no additional vacation may be credited until the employee takes vacation and reduces the accumulation.

**Section 6:** The Administration shall determine the number of employees who can be excused for vacation at any one time.

All school-based custodial staff shall be allowed to schedule their vacation time anytime throughout the year. Employees shall fill out a vacation request form at least two (2) weeks prior to their desired vacation and deliver it to the Facilities Management Office. Vacation requests

will be reviewed by the Facilities Management Office and approved on a first come-first served basis within one (1) week (five working days) of the date it is received by Facilities Management. When multiple requests are received at the same time or not yet acted upon, preference will be given to the employee with the most unit-wide seniority. Employees may request vacation days be granted for emergency purposes with less than the required notice

## **ARTICLE IX – WORKING CONDITIONS**

**Section 1: BULLETIN BOARDS.** The Administration agrees that there shall be a bulletin board in each building for the exclusive use of the Union.

- (a) The Union may post thereon official notices signed by the President or Secretary of the Union provided such notices are not of a political, controversial or derogatory nature and provided further that copies of all notices shall be sent to the designated Human Resources representative prior to such posting.

**Section 2: SOLICITATION OF MONEY.** It is agreed that there will be no solicitation of money from employees during working hours by either the Administration, the Union or the employees. It is understood and agreed that nationally recognized charity request forms may be distributed to the employees, but there shall be no solicitation or compliance requirements. Payroll deductions will be provided for contributions of \$15.00 or more to approved charities in installments of not less than \$5.00 at the request of the employee.

**Section 3: RETURN TO WORK NOTICE.** Unless a definite date and time of return to work is arranged at the time of any necessary absence, the employees must notify the immediate Supervisor or his/her designee one (1) day in advance of his/her intended return. Failure to so notify the Administration shall constitute proper cause for disciplinary action. Where a substitute has been placed on an employee's job and no proper return to work notice has been received, upon return of the absent employee the substitute may elect to work that day or not as he/she so wishes. In any event, the reporting time pay referred to in this Agreement is not applicable to either employee.

**Section 4: CREDIT UNION.** The Board agrees to make payroll deductions at each pay period for the School Employee's Credit Union for those employees who request in writing that such deductions be made.

**Section 5: UNIFORMS.** The Board shall have the right to require all employees to wear standard apparel to the extent and of a color, design and type as may be determined by the Board provided that the Board furnishes each employee such standard garments as may be required up to a maximum of three (3) per employee. New employees will be provided with five (5) sets of standard garments during times that the District is requiring employees to wear standard apparel. Employees shall give reasonable and proper care to such apparel and shall keep same clean and in proper conditions.

In addition to the three (3) sets of standard uniforms, each employee will have the option of having the District supply one (1) t-shirt at the District's expense. If any employee desires more than one (1) t-shirt, he/she will be given the opportunity to order such additional shirts from the District.

- (a) All apparel thus provided shall remain Board property and shall not be worn except in performance of Board work and/or directly en route to or from work.
- (b) Upon termination of an employee by resignation or discharge or any other reason, the employee shall return all standard garments and other Board property to the Board.
- (c) The parties agree that dependent upon experience it may be necessary to add an additional set and/or shirt.

**Section 6: JURY DUTY.** A regular full-time and regular part-time employee who has completed his/her probationary period and who is summoned and reports for jury duty as prescribed by applicable law for each day upon which he/she performs jury duty and on which he/she otherwise would have been scheduled to work for the Union, shall be paid the difference between what he/she received from the court as daily jury duty fees and what he/she would have earned from his/her employment by the Administration on that day based on his/her normal straight time hours at his/her regular pay. In order to receive the payment referred to above, the employee must give the Facilities Management Division prior written notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she performed such jury duty on the days for which he/she claims such payment and produce satisfactory evidence as to the amount he/she was paid by the court for such jury duty. The provisions for jury duty pay contained in this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

- (a) This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him to return to work on his/her shift for two (2) or more hours unless such employee does so return to work.

**Section 7: SAFETY COMMITTEE.** It has been agreed by the parties that they will establish a Safety Committee which will meet on a periodic basis for the purpose of discussing mutual concerns and finding solutions to any conditions regarding the safety of unit members. The Union will be represented by one employee from the stockroom, a head custodian and a day custodian, and the Board will be represented by appropriate representation as designated by the Administration.

**Section 8: DRIVERS – SCHOOL-OWNED VEHICLES**

Employees required to drive a school-owned vehicle are to possess a valid Michigan driver's license with no court-ordered restrictions. Drivers must have less than six (6) points on their license and may not have any convictions for impaired or drunken driving. Personal use of school-owned vehicles is prohibited. Seat belts are to be worn at all times by passengers/operators. Only authorized District employees are to be passengers.

**ARTICLE X – LEAVES OF ABSENCE**

**Section 1: UNION BUSINESS.** Upon request from an officer of the Union, the Administration shall grant a leave of absence, not to exceed three (3) days to a maximum of three (3) delegates

at any one time during a contract year, for the purpose of attending Union functions or to attend any duly recognized labor organization meeting or conventions. Such leave of absence shall be granted without loss of seniority and without pay.

Employees elected or appointed as Local 517M Union officers shall be granted an unpaid leave of absence during tenure in office of up to a maximum of two (2) years and one (1) month. Seniority shall not accumulate during this leave.

(It is understood and agreed that names of the executive committee members will be registered with the Administration at the beginning of each contract year.)

**Section 2: LEAVES OF ABSENCE.** The Employer will provide covered employees up to twelve (12) weeks of unpaid job protected leave for certain family and medical reasons. Employees who have worked for the Employer for at least twelve (12) months and for 1,250 hours over the previous twelve (12) months of employment are eligible. In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

(a) Purpose of Leave

Unpaid leave may be granted for any of the following reasons:

- (1) To care for the employee's child after birth or placement for adoption or foster care;
- (2) To care for the employee's spouse, son, daughter or parent who has a serious health condition; or
- (3) For a serious health condition that makes the employee unable to perform the employee's job.

(b) Notice, Duration and Certification

When the need for leave is foreseeable, employees are expected to provide thirty (30) days advance notice. When not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. When leave is needed for planned medical treatment, employees must attempt to schedule treatment so as not to unduly disrupt Employer operations. Failure to provide appropriate notice may result in the denial of leave.

Leave for a newborn or newly placed child may be taken only within 12 months from the date of birth or placement and may only be taken continuously.

When medically necessary, leave to care for a family member or for the employee's own serious health condition may be taken on an intermittent or a reduced work schedule basis. All time taken will count toward the employee's 12 week annual entitlement for family and medical leave.

The Employer will require medical certification to support a request for a leave because of a serious health condition and may require second or third opinions (at Employer's expense) and a fitness for duty report to return to work. The medical certification must include the first anticipated date of absence from service to the Employer and the expected date of return. The medical certification to support a leave for family medical reasons must include a statement indicating that the employee's presence is necessary or would be beneficial for the care of the family member and the period of time care is needed or the employee's presence would be beneficial.

When leave is required for a serious health condition, employees will normally be given 15 calendar days to obtain the necessary medical certifications to support the leave. Employees will be required, unless the Employer waives the requirement, to recertify the need for the leave at least every 30 days and must report in on a periodic basis no less often than every two weeks with respect to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work.

(c) Wages and Benefits

Leave will be unpaid except as covered by any short term/long term disability insurance. At the employer's option, accrued, but unused, paid vacation leave may be substituted for unpaid leave.

For the duration of the leave required under this policy, the Employer will maintain the employee's health coverage under any group health plan. Any employee contributions to the health plan must be maintained during the leave to maintain coverage. Employees who fail to return from a leave will be obligated to reimburse the Employer for the cost of Employer paid health coverage, except when the employee's failure to return is due to the continuation, recurrence or onset of a serious health condition which would entitle the employee to medical or family leave or other circumstances beyond the employee's control.

(d) Return to Work

Upon return from a leave, employees will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms. The employee will not lose any employment benefit that accrued prior to the start of the leave.



(e) Eligibility Year

For the purposes of determining eligibility for a leave, the Employer hereby adopts a rolling 12 month period whereby each time an employee takes family and medical leave, the remaining leave entitlement will be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

**Section 3: FUNERALS.** Regular, full-time and regular part-time employees who at the time have completed their probationary period shall receive one (1) day's pay (prorata for regular part-time) at their regular straight time rate for each regularly scheduled day lost during their normal work week not to exceed five (5) days (prorata for regular part-time) due to a death in the immediate family. Immediate family shall be defined as father, mother, current spouse, son, daughter, stepson, stepdaughter, brother, sister, grandparents, spouse's grandparents, grandchildren, current spouse's father, mother, brother, sister, or some other person who is a resident of the household. The five (5) days above referred to shall include the day of the funeral; and to be eligible for such pay, the employee must attend the same. The Board may, in its discretion, require proof of death in any instance where application for funeral leave is made.

**ARTICLE XI – PAID SICK DAYS**

**Section 1: PAID SICK DAYS.** Full-time and regular part-time employees who have completed the initial probationary period shall receive sick leave credit of one (1) sick leave day (prorata for regular part-time) at the completion of each one (1) month's service. Accumulation of unused sick leave shall be unlimited.

- (a) Prompt and adequate notice of illness and application for sick leave must be made by the employee. In the event that an illness is so severe that the employee is incapacitated and unable to make personal application for sick leave, he/she may appoint a representative to make such application for them. Except in cases of recognized emergency, day workers shall give at least one (1) hour advance notice and afternoon or night workers shall give at least three (3) hours advance notice of their absence. Failure to give such notice will result in loss of sick leave pay for the first day of such absence. When school is in session, employees assigned to work during the day who are calling in as a result of illness must notify their designated supervisor.

When school is in session, custodial employees assigned to work a later shift who are calling in as a result of illness must notify the Department of Facilities Management. Employees not assigned to Facilities Management will contact their immediate supervisor.

When school is not in session, all custodial employees assigned to work the day shift who are calling in as a result of illness must notify the Facilities Management Department. Employees not assigned to Facilities Management will contact their immediate supervisor.

**Section 2:** If, at the end of the District's fiscal year, an employee has only had two (2) or fewer occurrences of sick leave during said year, said employee shall receive a bonus payment of

\$150 for such good attendance. Absences of more than a day which are consecutive shall only be counted as one (1) occurrence for the purpose of establishing eligibility for the bonus. Example: an employee who misses a full week of work because of illness in the fall of a school year and misses another two (2) consecutive days because of illness in the spring of the year would be eligible for this bonus inasmuch as said employee only had two (2) occurrences of sick leave during the School District's fiscal year.

## **ARTICLE XII – GROUP INSURANCE**

**Section 1: HOSPITAL-SURGICAL GROUP COVERAGE.** The Board agrees that it will continue to maintain the present level of hospital and surgical benefits with a carrier authorized to do business in the State of Michigan. The present carrier is MESSA Choices II PPO. The Board will pay 80% of the health insurance premiums and the employee will pay 20%.

- (a) For employees who are absent from work due to lay off or leave of absence, the Board agrees to pay the premiums above referred to through the month following the month in which the layoff or leave of absence began. Employees whose layoff or leave of absence continues beyond the month following the month in which such layoff or leave of absence began must make arrangements with the benefits specialist in the Business, Finance and Operations Department to maintain coverage thereafter.
- (b) The parties have agreed to the creation of a committee made up of two (2) Union representatives and two (2) employer representatives for the purpose of studying alternatives to the current health insurance program.

**Section 2: GROUP LIFE INSURANCE.** The Board agrees to provide group life insurance in the sum of \$15,000 with an insurance carrier authorized to do business in the State of Michigan and pay the premium therefore to the same extent and under the same conditions as are provided for group hospital and surgical coverage specified in Section 1 of this Article.

**Section 3:** The Board will pay 80% of the premiums and the employee will pay 20% for Delta Dental Insurance 50-50-50 family coverage.

**Section 4:** The Board agrees to provide a group disability plan provided by Illinois Mutual Insurance Company, or another carrier with substantially the same benefit levels. The specific terms and provisions of such benefit are contained with the current agreement between Illinois Mutual and the School District. All employees shall be supplied with a handbook provided by the carrier which outlines the specific benefits provided by such disability program.

**Section 5:** An employee who can demonstrate to the District's satisfaction that he/she has adequate health insurance protection through a spouse's plan or policy outside of the District may elect to forego the health insurance provided by Section A and receive, instead, a payment of \$400 per month for each month they are working and opt out of the plan. This payment will be made to each qualifying employee on the first pay period after each month of the prior month.

Employees who opt out of the insurance may change their election and resume coverage under the District's policy only at the time and under the conditions established by the insurance

carrier. The District shall at no time become the independent guarantor of health insurance protection for unit employees. In the event a national or state law mandates that the District provide each of the unit employees a plan or policy of health insurance, this program will cease immediately and the parties shall meet and confer about other alternate plans which may be considered at that time. This plan will not be activated until at least three (3) unit members apply and are approved for the program.

### **ARTICLE XIII – RETIREMENT SEVERANCE PAY**

**Section 1: SEVERANCE.** Any employee retiring under the Michigan School Employee’s Retirement Fund shall receive a severance pay according to the following:

- (a) Employees who at the time of retirement have completed ten (10) but less than fifteen (15) years of continuous full-time service with the Kalamazoo Public Schools shall be paid an amount equal to 25% of his/her unused sick leave at his/her then current rate of pay.
- (b) Employees who at the time of retirement have completed fifteen (15) but less than twenty (20) years of continuous full-time service with the Kalamazoo Public Schools shall be paid an amount equal to 30% of his/her unused sick leave at his/her then current rate of pay.
- (c) Employees who at the time of retirement have completed twenty (20) or more years of continuous full-time service with the Kalamazoo Public Schools shall be paid an amount equal to 45% of his/her unused sick leave at his/her then current rate of pay.
- (d) The Board hereby agrees to pay the employee’s widow or widower, and/or other legal heirs-at-law, the sum said employee would have otherwise received pursuant to paragraphs (a) through (c) above, but for said employee’s demise.

### **ARTICLE XIV – EMERGENCY SITUATIONS**

**Section 1:** Employees shall remain on duty as needed in the event of emergency situations such as but not limited to severe weather warnings or conditions, civil or student disturbances or situations which may threaten school property or the health or safety of students, teachers, administrators and/or employees.

- (a) The Board will make every reasonable effort to ensure the safety of employees under such conditions and provide necessary assistance during such emergencies.
- (b) The Administration will outline the general duties of employees during such emergencies which may be supplemented by specific instructions from the building principal and/or their supervisor at the time of such emergencies.
- (c) It is understood that the employees have the right to use only such force as is necessary to protect themselves from attack or prevent physical injury to others.

- (d) The Board will reimburse employees for any loss of clothing or personal property or the repair of such damaged clothing or personal property when caused by physical assault while on duty, and will provide legal counsel in the event of litigation involving activity legitimately engaged in accordance with the provisions of this Section.

**ARTICLE XV – DURATION OF AGREEMENT**

This Agreement is the complete Agreement between the parties hereto and replaces in every respect any and all agreements that have heretofore existed between the parties. This Agreement shall be in effect as of the 1<sup>st</sup> day of July, 2011, and shall remain in effect through the 30<sup>th</sup> day of June, 2012, and will automatically renew itself for successive periods of one (1) year unless either party hereto notifies the other in writing at least sixty (60) but not more than ninety (90) days prior to said 30<sup>th</sup> day of June, 2012, or anniversary thereof of its desire to amend or terminate this Agreement.

SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL 517M, UNIT 84

SCHOOL DISTRICT OF  
THE CITY OF KALAMAZOO,  
COUNTY OF KALAMAZOO

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Negotiator  
SEIU

\_\_\_\_\_  
Chief Negotiator  
Board of Trustees

**APPENDIX A**

<b>OPERATIONAL SALARY SCHEDULE</b>		
<b>2011-2012<sup>(3.58%)</sup></b>		
<b>RANGE</b>	<b>RATE</b>	<b>SALARY</b>
A+5	15.51	33,425.60
A+4	15.32	33,009.60
A+ 2.5	15.11	32,552.00
B+5	14.62	31,491.20
B	13.94	30,035.20
C+4	13.36	28,787.20
C	12.83	27,643.20
C-2	12.11	26,083.20
C-3	11.34	24,440.00

**OPERATIONAL EMPLOYEE CLASSIFICATION**

<b><u>GRADE</u></b>	<b><u>SHIFT</u></b>	<b><u>JOB CLASSIFICATION</u></b>
A	Day	Music Instrument
A	Day	Boiler Engineer
B	Night	Night Lead
B	Day	Stockroom
B	Day	Food Truckers
B	Day – 10 Month	Food Truckers (Head Start)
C	Day	Regional Custodians
C	Day	Utility Custodians
C	Day	Custodians
C	Day	Groundwork/Custodian
C	Afternoon	Custodians
C	Night	Custodians

All employees continuing in their current position will continue to be paid at their current rate with the exception of groundworker/custodian at Loy Norrix. (Employees who were previously head custodians and who will now be day custodians at the same building have had a change in position due to the fact that the classification of head custodian has been eliminated.) That

position has been reclassified to the same classification as the groundsworker/custodian position at Central (C+4).

Employees bumped/transferred to a different position will be paid at the rate for that position but not less than five (5%) percent less than their current rate.

**APPENDIX B**  
**OPERATIONAL SALARY SCHEDULE**  
**2011-2012**

RANGE	RATE	SALARY
A + 5		
A + 4		
A + 2.5		
B + 5		
B		
C + 4		
C		
C-2		
C-3		

Evening Workers (2<sup>nd</sup> Shift) will be paid a shift premium of twelve (12¢) cents per hour.

Night Workers (3<sup>rd</sup> Shift) will be paid a shift premium of eighteen (18¢) cents per hour.

A+5  
Boiler Engineer

A+4  
Music Repair

A+2.5  
South Boiler Engineer

B+5  
Central and Loy Norrix Night Lead

B  
CEC Night Lead  
Stockroom  
Food Trucker

C+4  
Central and Loy Norrix Groundswoker/Custodian

C  
Day Custodian  
Utility Custodian  
Regional Custodian  
Afternoon Custodian  
Night Custodian