

AGREEMENT
BETWEEN
KALAMAZOO PUBLIC SCHOOLS
AND
THE SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 517M-UNIT 84

July 1, 2019– June 30, 2020

Section 10: Recall from Layoff Status.....	15
Section 11: On-the-Job Training.....	16
Section 12: Testing and Qualification.....	16
ARTICLE VI – WAGE AND HOURS	16
Section 1: Wages.....	16
Section 2: Working Hours.	16
Section 3: Time and One-Half and Double Time.	18
Section 4: Day Workers.	18
Section 5: Evening Workers.	18
Section 6: Night Workers.....	18
Section 7: Call-In Pay.	18
Section 8: Reporting Pay.	19
Section 9: Workers' Compensation.	19
Section 10: Payment of Wages.	19
Section 11: Regular Part-Time Employees.....	19
Section 12: Longevity Pay.	19
ARTICLE VII – HOLIDAYS	20
Section 1: Paid Holidays.....	20
Section 2: Amount of Holiday Pay.	21
Section 3: Qualified Employees.....	21
Section 4: Holidays as Work Days.	21
ARTICLE VIII - VACATIONS	21
Section 1:	21
Section 2:	22
Section 3: Vacation Credit.....	22
Section 4: Fiscal Year.	22
Section 5: Accumulation of Vacation Days.....	23
Section 6: Vacation Requests.....	23
ARTICLE IX – WORKING CONDITIONS	23
Section 1: Bulletin Boards.	23
Section 2: Solicitation of Money.	23
Section 3: Return to Work Notice.....	23
Section 4: Credit Union.	24
Section 5: Uniforms.	24

AGREEMENT

THIS AGREEMENT entered into this ____ day of June, 20____, 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."

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 2019-2020 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.

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 10: Grievance Committee.

- (a) 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.
- (b) 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 11: Discharge Grievance.

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 12: Excessive Discipline/Unjust Discharge.

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: No Strike/No Lockout.

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: Disciplinary Action.

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.

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: Unit Information.

The Employer agrees to provide to the Union a transaction report in electronic form, containing the following information for each employee in the bargaining unit: employee's home address, phone number, hire date, work location, classification and full time or part time status. This report will be provided to the Union two times during the school year.

Section 5: 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) 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:
 - (i) Grade C Day — positions are staffed using the posting bid process.
 - (ii) 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 2019-2020 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 2019-2020 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 2019-2020 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:
 - (i) 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.

remaining employees are available to perform the work of the employees who are scheduled for layoff 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 9: 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 10: Recall from Layoff 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 layoff 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

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:

1st Break	near the middle of the first four (4) hours.
2nd 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.

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.

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

- (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: (a) 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 (b) 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.

Section 5: Accumulation of Vacation Days.

The number of vacation days which may be accumulated is 30 days by the end of the fiscal year.

Section 6: Vacation Requests.

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

- (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. Seatbelts 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.

(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 twelve (12) month period whereby each time an employee takes family and medical leave, the remaining leave entitlement will be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (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 (pro-rata 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 (pro-rata 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 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 FPO. 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: Dental Insurance.

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: Group Disability.

The Board agrees to provide a group disability plan provided by CIGNA, or another carrier with substantially the same benefit levels. All employees shall be supplied with a handbook provided by the carrier which outlines the specific benefits provided by such disability program.

Section 5: Opt Out.

An employee who can demonstrate to the District's satisfaction that he/she has adequate health insurance protection through a family member's plan through KPS may elect to forego the health insurance provided by Section A and receive, instead, a payment of \$100 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.

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 – SCHOOL SAFETY

“Pursuant to 2005 Public Acts 129-131 and 138, all employees shall self-report to the District and the Michigan Department of Education (MDE) when arraigned/charged and/or convicted with certain identified crimes. Within three (3) business days of the arraignment, the employee must report the arraignment/charge and/or conviction to the Superintendent, or the employee may be found guilty of an additional crime. The reportable crimes are listed online with the Michigan Department of Education and in Appendix D. A copy of the “Arrangement Disclosure Form” follows Appendix C.

ARTICLE XVI – EMERGENCY MANAGER

“If an emergency manager is appointed by the State under PA 4 of 2011 (Fiscal Accountability Act), the emergency manager may reject, modify, or terminate the Collective Bargaining Agreement in accordance with law. This clause is included in this Agreement, because it is legally required by State law and not as a result by agreement of the parties.”

APPENDIX A

OPERATIONAL EMPLOYEE CLASSIFICATION

<u>Grade</u>	<u>Shift</u>	<u>Job Classification</u>
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 grounds worker/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 grounds worker/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.