

**BOARD PROPOSAL**

**June 18, 2013**

**SEIU (HSS/HIS)**

**Article II- Union Security**

In order to comply with Public Acts 349 (Freedom to Work Act) and 53 (prohibiting schools from deducting union dues), the Board proposes the following changes to Article II.

Delete the entire Article II, except section 4 "save harmless . . .", which will become Section 2.

**Section 1:**

Employees are free to join or not join the Union and to pay or not pay Union dues or fees deductions from their payroll. During the term of this Agreement and to the extent permitted by law, upon receipt of an employee's written authorization, the Payroll Department shall make nineteen (19) equal deductions beginning the first pay day in October and continuing for the next eighteen (18) successive pay days, and on the next work day following the pay day, the Payroll Department shall forward to the Union a check for the total amount deducted together with a list of all members for whom a deduction was made, and the amount of each. The employee may revoke the written authorization for Union dues or fees deductions at any time by providing the District with written notice. The Payroll Department will cease deducting Union dues and fees the next full payroll following receipt of the employee's written notice of the revocation. If Public Act 53 is ruled to be legally valid and enforceable, then the Employer's obligation to deduct Union dues and fees shall immediately cease.

TA  
6/18/2013 4:25  
For The District:  
Shirley [Signature]  
For HSS:  
Jaime O. [Signature]  
Imogene Edmonson  
Aphonnie Haulton  
Bria Scott  
Yolanda Kirk

# **District Economic Proposal for Home School Support Specialists**

## **Kalamazoo Public Schools**

### **2013-2014 Contract Year**

1. A 1.42% one-time best practices/ performance bonus off-schedule payment. As a one-time bonus, it is not subject to retirement costs or included in final average compensation for retirement purposes.
2. A .25% salary increase effective July 1, 2013.

**AGREEMENT**

**Between**

**THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO**

**And the**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M  
(HSS/HSI)**

**July 1, 2011 – June 30, 2012**

## **AGREEMENT**

THIS AGREEMENT entered into this 15th day of March, 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, AFL-CIO-UNIT, hereinafter referred to as the "Union."

WITNES SETH:

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, or and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agreed to abide by the terms and provisions set forth herein for the duration of this Agreement.

### **ARTICLE I — 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 Home School Interventionists and Home Support Specialists.

Section 2: Non-Discrimination. The Board and the Union agree that for the duration of this Agreement, either shall discriminate against any employee because of his/her race, color, creed, age, sex or nationality, 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 3: 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.

- (a) The Union may conduct up to two (2) business meetings per year as established by District representatives and the Union officers. These two (12) meetings will be conducted on days when the District has no students.

### **ARTICLE II — UNION SECURITY**

#### Section 1: Union Membership.

1. As a condition of employment, all present employees covered by this Agreement and employees hired, rehired, reinstated, or transferred into the Bargaining Unit shall tender the initiation fee and become members of the Union or shall pay service fees in an amount equal to dues uniformly required for membership (as set forth in the Constitution of the International Union) on or before thirty (30) calendar days after the effective date of this Agreement or their date of successful completion of probation, whichever is later;

and shall continue such membership, or pay such service fees, as a condition of continued employment

2. In lieu of the above obligation, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations may elect to pay sums equal to the Union's dues and initiation fees to a non-religious, non-labor organization charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen from a list of four (4) such funds designated in Appendix A of the Agreement. The employee must provide the Union with at least an annual proof of such payment in the form of a canceled check for the yearly amount or other proof acceptable to the Union.

## Section 2: Check-Off

1. During the life of this Agreement and in accordance with the terms of the Authorization Form shared with the Employer during negotiations and to the extent the laws of the state of Michigan permit, the Employer agrees to deduct the Union membership dues levied in accordance with the Constitution of the International Union, or a service fee equal to the amount of Union dues, from the pay of each employee who, as of the fifteenth (15<sup>th</sup>) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form agreed to by the Union and the Employer on file with the Employer. The Union's Financial Office shall submit to the Employer's Human Resources Office written certification of the amount of dues/service fees to be deducted pursuant to the provisions of this Article.
2. Employees may have monthly membership dues, or service fees, deducted from their earnings by signing the Authorization Form, or they may pay dues or fees directly to the Union.
3. A properly executed copy of such Authorization Form for each employee for whom the Union membership dues or service fees are to be deducted hereunder shall be delivered, by the Union, to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Union's Financial Officer by the Employer.
4. Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and if received on or before the fifteenth (15<sup>th</sup>) day of the month, preceding the month in which a deduction is to be made, shall be deducted from the first (1<sup>st</sup>) part of such month, and monthly thereafter.
5. In the cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Constitution of the International Union, refunds to the employee will be made by the Union.

6. All sums deducted by the Employer shall be remitted to the Union's Financial Officer once each month within ten (10) calendar days following the pay day in which deductions were made together with a list which identifies current employees for whom Union dues or service fees have been deducted, the amount deducted from the pay of each employee, and any employees who have terminated their Check-Off Authorization during the previous month. Employees may terminate such Check-Off only in accordance with the terms and conditions set forth in the Authorization Form agreed to by the Union and the Employer.
6. The Employer shall not be liable to the Union by reason of the requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deduction made from wages earned by employees.

**Section 3: Failure to Comply.**

1. An employee in the Bargaining Unit who fails to tender to the Union either periodic and uniformly required Union dues, or in the alternative, service fees in an amount equal to these dues as set forth in the Constitution of the International Union, shall be terminated by the Employer, provided the following stipulations are adhered to:
  - a. The Union shall notify the employee by certified or registered mail explaining that he or she is delinquent in tendering required Union dues or service fees, specifying the current amount of the delinquency, the period of delinquency and warning the employee that unless delinquent dues or service fees are tendered within thirty (30) calendar days of such notice, the employee shall be reported to the Employer for termination as provided for in this Article.
  - b. The Union shall give a copy of the letter sent to the employee and the following written notice to the Director of Human Resources at the end of the thirty (30) day period set forth in Section (a) above:

"The Union certified that (name) has failed to tender either the periodic and uniformly required Union dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, the School District of the City of Kalamazoo terminate this employee. A copy of such notice shall, at the same time, be given by the Union to the employee."
2. Upon receipt of such notice, the Director of Human Resources or his or her designee shall communicate the Union's request for termination to the employee and advise such employee that he or she must pay all back dues or service fees owed the Union, within ten (10) calendar days of receipt of such notice to the Employer (unless otherwise extended by the Union and the Employer), or he or she shall be terminated.

**Section 4: Save Harmless.** The Union shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

Section 5: Committee on Political Education (COPE): During the term of this Agreement and as law permits, the Employer will honor a written authorization signed by the employee for the deduction of voluntary Committee on Political Education (COPE) and/or SEIU Local 517M Political Action Committee contributions to the Union. Such written authorizations shall be in a form consistent with federal law and this Agreement and shall be in accordance with the standard form submitted to the Employer by the Union.

### **ARTICLE III – MANAGEMENT RIGHTS**

Section 1: The Union recognizes that, except as specifically limited or abrogated by the terms and conditions of this Agreement, and to the extent authorized by law, all rights to manage and direct the operations and activities of the School District are vested solely and exclusively in the Board.

Section 2: It is specifically understood that the Board retains onto itself exclusive authority to determine how the duties and responsibilities currently performed by bargaining unit members shall be performed in the future. This includes all decisions whether or not to continue/discontinue any and all such services. The Board shall have the right to assign or subcontract work normally performed by bargaining unit employees if it determines it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis. If the Board is contemplating the assignment or subcontracting of any such work, it shall so notify the Union forty-five (45) days in advance and give the Union adequate opportunity and information so as to negotiate with the appropriate group of decision makers relative to any and all other options the Union believes should be considered before a final decision is reached.

### **ARTICLE IV – 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.

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.

1. 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 Agreement and signed by the grievant. A grievance shall be filed with the Coordinator with a copy to the Union and the Department of Human Resources.

2. Within five (5) working days of the receipt of the grievance, the Coordinator shall meet with the grievant and/or the Union representative in an effort to resolve the grievance. The Coordinator 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.

1. If the grievant is not satisfied with the Coordinator's disposition of the grievance, the grievance shall be transmitted to Human Resources within five (5) working days following the Coordinator's response.
2. Within five (5) 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.

1. If the grievance 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 within five (5) working days following the answer from Human Resources.
2. 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 thirty (30) calendar days after receipt by the Union of the School Board'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 thirty (30) 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 provision of this Agreement but shall be limited solely to the interpretation and application of the specific provision contained herein. 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 chairman 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 procedures, the grievance shall automatically be referred to the next higher step in the grievance procedure.

1. 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.

Section 9: Whenever the words are used in Article IV, "regularly scheduled working days," they shall mean those days between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

Section 10: The Union shall promptly notify the Director of Human Resources in writing as to the membership of the Grievance Committee and any change 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 or otherwise disciplined for just cause, such discharge shall constitute a case arising under the grievance procedure provided a written grievance with respect thereto is presented to the Director of Human Resources within five (5) regularly scheduled working days after such discharge or discipline. Such grievance shall be processed starting with the Second Step of the grievance procedure. Prior to discharge or discipline, 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 or discipline.

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, as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay less such compensation as he may have earned at other employment during such period.

## **ARTICLE V – SENIORITY**

Section 1: Seniority Defined. Seniority shall be defined as an employee's length of continuous service, since his/her last date of hire, as a regular employee of the School District. The term "last hiring date" shall mean the employee's most recent date of hire by the School District into a regular full-time position with the School District. Prior employment with the School District which was ended as a result of resignation, retirement and discharge will not be added to an employee's seniority for any reason. The same definition shall apply to regular part-time employees in the bargaining unit; however, the seniority accumulation of regular part-time

employees shall accrue on a pro rata basis. For example, a half-time employee during a school year shall receive seniority credit for one-half (1/2) of a year.

**Section 2:** An employee shall lose his/her seniority for the following reasons:

- An employee voluntarily quits the Employer's employment.
2. An employee is discharged and is not reinstated.
  3. An employee who has acquired seniority has been on layoff for a period of more than two (2) years.
  4. An employee who is absent from work for two (2) consecutive days without advising the Employer during said two (2) day period of a reason deemed acceptable by the Employer for such absence, unless it is physically impossible for the employee to do so. An employee who does not provide the Employer with a reason deemed acceptable by the Employer shall be considered a voluntary quit.
  5. An employee, who has been on layoff, fails to follow procedures for recall in the manner and with the time limits set forth in this Agreement.
  6. An employee fails to report for work at the termination of the leave of absence or vacation without advising the Employer prior to the expiration of the leave of absence or vacation of a reason deemed acceptable by the Employer for such failure, unless it is physically impossible for the employee to do so.
  7. An employee of the Employer with continuing service in the bargaining unit, who has acquired seniority and whose illness or injury has prevented him/her from performing his/her work, and who fails to recover and return to work within a period of two (2) years after the employee last worked.
  8. An employee is retired.

**Section 3:** When a new employee is hired, he/she shall be a probationary employee for the first ninety (90) working days of employment. Probationary employees shall have no seniority during said probationary period and may be laid off, disciplined or terminated at the discretion of the Employer, without recourse to the grievance procedure.

**Section 4:** An employee's name, date of employment and classification upon completion of the probationary period will be entered into the proper order on the seniority list. An updated seniority list will be provided to the Union on or about September 1 and March 1 of each school year.

**Section 5:** Any employees with the same seniority date shall be assigned order on the seniority list which shall be applicable for any situations bringing about the need determination by seniority as a result of a "lottery" drawing, relative to seniority order which shall be conducted by representatives of the District with the participation of the Local Unit President.

Section 6: Promotions. 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. 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.

## **ARTICLE VI — LAY OFF AND RECALL**

### **Layoff**

In the event that it becomes necessary to reduce the work force within the bargaining unit, the Employer shall have the right to lay off the employees in the unit as follows:

1. Layoff of employees within the Bargaining Unit shall be by classification and the Employer retains the exclusive right to select the classification in which to make a layoff based on the volume of work.
2. The principle of straight seniority within a job classification shall be observed in making layoffs, and the length of seniority shall govern within such classification provided the remaining employees have the then present ability to perform the remaining work.
3. The Union and the affected employee(s) shall receive thirty (30) calendar days' notice prior to any layoff.
4. The term "layoff" for purposes of this Article shall mean the removal of any employee(s) from the active payroll due to reduced staffing requirements.

### **Recall**

Employees with seniority will be recalled in the reverse order in which they were laid off provided they have the then present ability to do the available work.

Notice of recall shall be sent to the employee at the last address provided by the employee by registered or certified mail. Employees will be responsible for notifying the Employer by registered mail of their intent to return within a week of mailing of the written notice, and report for work within ten (10) working days thereafter. Employees who fail to follow this procedure shall be considered a voluntary quit.

## **ARTICLE VII — VACANCIES**

Section 1: All vacancies shall be posted in each building for five (5) working days with a copy given to the unit president. When school is not in session, copies shall be sent to each bargaining unit employee.

Section 2: Employees who desire a change in classification or who desire a transfer to another building shall file a written statement with the principal, Assistant Superintendent for Human Resources and the Union on forms provided by the District. Receipt of such notification shall be acknowledged by the District within five (5) working days. Interviews shall be conducted with

qualifications for a posted position. If the Employer denies an employee a change in classification or transfer, he/she shall be notified in writing within five (5) days of the reason why. It is understood by the parties to this Agreement that all decisions regarding changes in classification and assignments to buildings fall within the Management Rights of the District.

Section 3: When job vacancies occur which the School intends to fill, such vacancies shall be filled by the applicant whom the School considers to be the best qualified for the job. If two (2) or more applicants are determined by the School to be equally qualified, the individual with the most seniority in the bargaining unit will be given the appointment.

Section 4: The parties agree that unrequested transfers of HSS and HSI employee shall be minimized. Involuntary transfers will be made only after the District has conferred with the Union and with the affected employee.

### **ARTICLE VIII - WAGES AND HOURS**

Section 1: The job classifications and applicable rates of pay are specified in Appendix A to this Agreement.

Section 2: The normal work week for full-time bargaining unit employees shall consist of five (5) work days totaling forty (40) hours with an unpaid lunch period at or near the mid point of the work day.

Section 3: All employees covered by this Agreement shall have the option of receiving compensatory time off in lieu of overtime premium pay in an equivalent amount to the hours worked in excess of forty (40) hours during the work week.

The unit employee shall inform his/her supervisor of his/her desire to take compensatory time in lieu of overtime premium pay at the time said employee is required to work overtime or at the time overtime is approved by the immediate supervisor. When scheduling compensatory time off, the employee shall have the right to request time off of his/her choice and such request shall not be unreasonably denied by the District. Compensatory time off shall be taken within the same pay period in which it was earned. If this is not possible, it shall be taken within the next succeeding pay period.

Section 4: All School Interventionists will be scheduled to work 189 days per school year. All School Support Specialists will be scheduled to work 198 days per school year. The parties recognize that in any calculation relative to pro rata pay or hourly pay that said days of work per year includes recognition of three (3) "paid holidays." One (1) of these four (4) holidays shall be the Friday before Labor Day. This holiday will be in effect as long as state law requires that schools not conduct classes on the Friday before Labor Day.

### **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.

1. 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 Employer prior to such posting.
2. Whenever possible, each bargaining unit employee shall have a lockable desk, a telephone and a private area to conduct business.

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: Credit Union. The Board agrees to make payroll deductions at each pay period for the Educational Community Credit Union for those employees who request in writing that such deductions be made.

Section 4: Jury Duty. A regular 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, 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 Employer 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 any employee who, without being summoned, volunteers for jury duty.

1. 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.

## **ARTICLE X – LEAVES OF ABSENCE**

Section 1: Sick Leave. Full-time and regular part-time employees who have completed the initial probationary period shall receive sick leave credit at the rate of one (1) sick leave day per month, and the full allowance for the year shall be credited at the beginning of the school year. For regular part-time employees, sick leave shall be prorated in accordance with hours worked.

1. Prompt and adequate notice of illness and application for sick leave must be made by the employee or his/her representative.
2. When the School District, through its representatives, is of the belief that an employee is abusing the utilization of sick leave, the District may require a medical report from a

licensed physician certifying to the necessity for the employee's absence due to illness or injury and, from time to time, require such certification as to the necessity for the continuation of such absence. A "licensed physician" as used in this Section means any physician or surgeon, (MD); osteopath, (DO); chiropractor, (DC); doctor of dental surgery, (DDS); chiropodist and podiatrist who is lawfully licensed to practice his/her profession.

3. Sick leave pay and other sick leave provisions of this Section shall not be allowed for absences due to illness or injury caused as a result of willful intention to injure oneself or another person, in the commission of any crime, or as a consequence of working for an employer other than the Board or any other work for wage or profit.
4. A statement of all accumulated sick leave shall be presented to each individual employee on or before October 30.

Section 2: Family Reasons. When it is demonstrated to be necessary that an employee must absent himself/herself from the job due to the illness and/or confinement due to accident of members of his/her immediate family (spouse, children), a total not to exceed five (5) days of leave each year shall be allowed, which days shall be deducted from his/her accumulated sick leave account to cover such absence days, a pay deduction shall be made for that portion not covered. Additional days under this Section, subject to the above provisions, may be granted with application to and approval of the Administration.

Section 3: Personal Leave.

1. Use. Personal leave shall be used only for business or obligations which cannot be scheduled at a time which does not conflict with performance of any employee's duties.
2. Amount of Days. Each eligible employee shall be credited for each work year with two (2) days of leave.
3. Unused Personal Leave. If an employee does not use his or her personal leave in any given school year, it shall be credited to accumulated sick leave.

Section 4: Funeral Leave.

1. Immediate Family Death. A total of five (5) days of absence will be allowed for each death in the immediate family to enable the employee to make arrangements for and attend the funeral when travel, distance or other circumstances warrant. Additional days of absence may be allowed but taken from sick leave and/or personal business leave. If there is no sick leave credit available, a salary deduction will be made on a prorated contractual daily salary basis. The immediate family is interpreted to include spouse, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. When two (2) individuals have lived together for a number of years, they will be covered by the above.

2. Funeral of Relative. One (1) day of absence per year will be allowed for the purpose of attending the funeral of a relative outside the immediate family.
3. Funeral of Friend. One (1) day of absence per year will be allowed to attend the funeral of a friend and deducted from sick leave.

#### Section 5: Military Leave

1. Regular Duty. An employee who is drafted into the Armed Forces of the United States of America shall be granted a leave of absence without pay and shall be entitled to such seniority and reinstatement rights as provided by applicable federal law.
2. Temporary Duty. An employee called to temporary active duty as a member of the National Guard or other reserve unit shall be granted a leave of absence without pay for the duration of such temporary active duty. Seniority shall accrue for such employee during any such temporary military leave of absence.

Section 6: Meritorious Leave. The Employer, on its own motion, or upon written request of an employee may grant a leave for reasons of general health, family emergencies, child care, or other reasons deemed meritorious by the Employer. The Employer may require substantiating evidence for granting or renewing a leave. Such leave shall not extend more than nine (9) months from its inception, and normally not longer than the period necessary to satisfy the reasons for granting the leave. In the case of illness, meritorious leave shall not be granted until accumulated sick days have been exhausted. (Such leave shall not constitute a precedent for future requests and shall not be subject to grievance process.)

Section 7: The Family Medical Leave Act (FMLA). To the extent required under applicable law, according to the Federal Family and Medical Leave Act, an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by the law in all respects. It is recognized that the interpretation and application of this law may change as court and agency rulings are issued, and also that the School may adopt policies to effectuate the Act provided that such policies are consistent with the Act. It is understood that the School FMLA policy currently in effect will be applied for employees covered under this Bargaining Agreement.

Section 8: Union Leave. The Employer agrees to grant up to three (3) days of leave which may be used in accordance with the following guidelines, namely:

1. Attendance at meetings of the Service Employees International Union for the purpose of conducting official SEIU business, including conventions, workshops, schools and other similar activities related to the representation of the employees covered by this Agreement.
2. Not more than one (1) person from a building may be granted an in-service day leave at a time.
3. A request for an in-service leave day shall be made in writing not less than five (5) working days prior to the leave.

**ARTICLE XI - GROUP INSURANCE**

Section 1: Hospital-Medical Group Coverage. The Board will provide each regular full-time employee with Blue Choice POS Plan 4 Hospital/Medical benefit insurance program for the life of this Agreement. It is recognized that the Board has the authority to place the hospital/medical insurance program with another insurance carrier provided that such program is substantially equivalent to the program currently in existence.

Effective July 1, 2008, the insurance plan will be as follows:

Prescription drug card:	\$10/\$20
Deductible:	\$100/\$200

Each bargaining unit employee who is covered under the District's health insurance plan shall contribute by payroll deduction the following amounts per pay toward the cost of their medical insurance:

The following is based on 21 pays per year:

Single	\$	5.35
Two Person		\$ 10.71
Full Family		\$ 11.74

1. For employees who are absent from work due to layoff or leave of absence, the Board agrees to pay the premiums above referred to through the month following the month in which the leave of absence began.

Section 2: Group Life Insurance. The Board agrees to provide life insurance in the sum of \$25,000, with an insurance carrier authorized to do business in the State of Michigan and pay the premiums therefor to the same extent and under the same conditions as are provided for group hospital/medical coverage in Section 1 of this Article.

Section 3: The Board will pay premiums for Delta Dental Insurance 80-80-80 family coverage for each regular full-time employee. It is recognized that the Board has the authority to place the dental insurance program with another insurance carrier provided that such program is substantially equivalent to the program currently in existence.

Section 4: The parties recognize that the insurance coverage as called for in this Article is controlled by and subject to the terms and conditions of the insurance contracts between the School District and the appropriate insurance carriers.

Section 5: The District shall pay an employee one hundred (\$100) dollars per month if the employee decides not to take insurance coverage from the District.

**ARTICLE XII - PART-TIME EMPLOYEES**

Section 1: Bargaining unit employees currently working in regular part-time positions shall be eligible for fringe benefits calculated on a pro rata basis. The employee must agree to pay



his/her share of elective fringe benefits by payroll deduction in order for the School District to be obligated to pay its portion.

**ARTICLE XIII – EVALUATIONS**

Section 1: The evaluation of the work and performance of all bargaining unit members shall be the right and responsibility of the Administration.

**ARTICLE XIV – GENERAL**

Section 1: In the event that any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect, and the parties shall meet for the purpose of negotiating the voided and any other directly affected provisions within sixty (60) calendar days of the decision.

Section 2: This Agreement constitutes the full and complete understandings between the parties hereto. During the course of negotiations, each party had the ability to offer any and all proposals relative to state-approved mandatory subjects of bargaining.

Section 3: Mileage Allowance. Employees may be required, as a part of their regular duties, to transport students in their automobiles and to otherwise use their automobiles to complete their duties and responsibilities. Employees shall be reimbursed for use of their automobiles at the then-existing School Board approved rates for mileage reimbursement. Employees shall be provided with the proper District forms for submitting documentation required for such reimbursement.

Employees are to submit mileage forms by the fifth (5<sup>th</sup>) of each month. Every effort will be made by the District for reimbursement of said mileage within fourteen (14) calendar days of submission.

Effective September 1, 1996, when an employee's car is being used for the employer's business and an accident occurs, the employer shall pay the employee's insurance deductible of up to \$500.00 providing the accident was not the fault of the employee and the employee was not ticketed.

Section 4: The District shall provide all bargaining unit members with picture IDs.

Section 5: Union Business. Upon request from an officer of the Union, the District shall grant a leave of absence, not to exceed five (5) days per school year, for the purpose of having one (1) delegate attend Union functions, labor organization meetings or conventions. Such Union leave shall be granted without loss of seniority and pay. (It is understood and agreed that names of the Executive Committee members will be registered with the Human Resources Department at the beginning of each school year.)

Section 6: School Closings. When the School District determines that school should be canceled as the result of such things as weather conditions, the employees need not report to work. Pursuant to State regulation, two (2) days per school year may be cancelled by the School

District without need for make-up. While the employees will continue to be paid their regular salary in the event of one (1) or more canceled school days, it is understood and agreed that "make-up" days are scheduled by the District. The employees will be required to work make-up days, and they shall receive no additional pay.

When the District decides to delay the start of school, employees are required to report to work at their regular starting time. When the District closes a particular building as the result of such things as mechanical failures, employees are still required to report to work and will be reassigned to another facility.

Section 7: Longevity. Employees who have completed eighteen (18) years of continuous service with the District, determined as of November 30 of each year, shall receive a \$300.00 longevity payment in a December paycheck.

Section 8: Continuous Service. Unit members who have served six (6) or more years of continuous service with the Kalamazoo Public Schools shall, upon separation from the District, receive one (1) hour pay at their then present hourly rate for each day of accumulated sick leave to a maximum of eighty (80) hours of pay.

Section 9: Unit Notification. Whenever a leave, transfer or new hire occurs, Human Resources will notify the Unit President within ten (10) business days of the occurrence.

Section 10: If an employee can convincingly establish that his/her vehicle has suffered damage as the direct result of the actions of a student, the Employer will reimburse said employee up to the sum of \$250.00 for actual documented losses resulting from the damage.

**ARTICLE XV – TERMINATION**

This Agreement shall become effective 1st day of July, 2011, and shall remain in full force and effect through June 30, 2012 and from year to year unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed 15<sup>th</sup> day of June, 2011.

SERVICE EMPLOYEE  
INTERNATIONAL UNION,  
LOCAL 517M

SCHOOL DISTRICT OF  
THE CITY OF KALAMAZOO,  
COUNTY OF KALAMAZOO

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**APPENDIX A**  
**PAY SCHEDULE**

**2011-2012**

	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>	<b><u>Step 7</u></b>
Home School Interventionist	\$17,759	\$18,624	\$19,490	\$20,359	\$21,200	\$22,099	\$22,431
Home Support Specialists	\$18,942	\$19,866	\$20,788	\$21,715	\$22,635	\$23,513	\$23,866
Home Support Specialists*	\$19,451	\$20,399	\$21,345	\$22,293	\$23,242	\$24,120	\$24,482

\*Those individuals in the Home Support Specialist classification who have attained a bachelor's degree in education, criminal justice, social work or human services shall be compensated on this schedule.

**Section 1:** The District will reimburse an employee for classes outside the Kalamazoo Public Schools which are directly related to the employee's present job duties. Upon receipt of a satisfactory completed grade, the employee will be reimbursed fifty (50%) percent of the tuition costs (no expenses.) A maximum reimbursement shall be \$150.00 per year. Advanced approval is required.

**Section 2:** Initial placement on the salary schedule shall be made by the District based upon the incoming employee's experience and training. Once placed on the salary schedule, employees shall be eligible for movement on said schedule at the start of a new school year provided an employee has received a satisfactory evaluation and has worked for the School District for a minimum of one (1) full semester.