

# **AGREEMENT**

**between**

**KALAMAZOO PUBLIC SCHOOLS**

**and**

**Kalamazoo Campus Safety and Security Officers  
Association, KCEA, MEA, NEA**

**[CAMPUS SAFETY OFFICERS AND CAMPUS SAFETY LEADS]**

**2018-2019**

**TABLE OF CONTENTS**

ARTICLE 1 RECOGNITION .....1  
ARTICLE 2 DEFINITIONS .....2  
ARTICLE 3 Contract Review .....2  
ARTICLE 4 LOST TIME .....3  
ARTICLE 5 ACCESS.....3  
ARTICLE 6 BOARD RIGHTS .....3  
ARTICLE 7 RULES AND REGULATIONS .....5  
ARTICLE 8 DISCIPLINE PROCEDURES .....5  
ARTICLE 9 GRIEVANCES.....6  
ARTICLE 10 PROBATIONARY PERIOD .....7  
ARTICLE 11 SENIORITY .....8  
ARTICLE 12 SENIORITY LIST .....8  
ARTICLE 13 LOSS OF SENIORITY .....8  
ARTICLE 14 SENIORITY WHILE ON LEAVE OF ABSENCE .....9  
ARTICLE 15 HOURS OF WORK.....9  
ARTICLE 16 OVERTIME.....9  
ARTICLE 17 WORKING CONDITIONS .....9  
ARTICLE 18 EVALUATIONS .....10  
ARTICLE 19 professional behavior .....10  
ARTICLE 20 protection of employees .....11  
ARTICLE 21 SCHOOL CLOSURE.....11  
ARTICLE 22 LAYOFF AND RECALL .....11  
ARTICLE 23 PERMANENT VACANCIES .....12  
ARTICLE 24 PROMOTIONS, TRANSFERS AND DEMOTIONS .....13  
ARTICLE 25 LEAVES OF ABSENCE .....13  
ARTICLE 26 INTENT AND WAIVER.....15  
ARTICLE 27 Compensation .....15  
ARTICLE 28 DURATION OF AGREEMENT .....17

## AGREEMENT

### *Parties Agree*

This Agreement made and entered into this Eleventh (11<sup>th</sup>) day of October, 2018, by and between KALAMAZOO PUBLIC SCHOOLS (hereinafter referred to as “Employer”), and KALAMAZOO CAMPUS SAFETY AND SECURITY OFFICERS ASSOCIATION, KALAMAZOO COUNTY EDUCATION ASSOCIATION, MICHIGAN EDUCATION ASSOCIATION, NATIONAL EDUCATION ASSOCIATION (hereinafter referred to as “Association”).

The general purpose of this Agreement is to set forth the wages, hours, and terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Association.

## ARTICLE I RECOGNITION

**Section A. Unit Description.** The Employer hereby agrees for the term of this Agreement to recognize the Association as the exclusive representative for the purposes of collective bargaining with respect to wages, hours of employment, and other conditions of employment for all of the employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time employees of the Association, who are employed in the classifications of Campus Safety Officer and Campus Safety Lead, but excluding supervisors, administrative personnel, all other employees and contracted employees.

**Section B. Dominance Over Contracts.** Any individual contract between the District and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

**Section C. Relation to Law.** If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event any provision is found contrary to law, such provision shall be subject to renegotiations if permitted by law between the parties.

**Section D. Distribution of Agreement.** A copy of the Agreement will be available on the KPS website.

**ARTICLE 2  
DEFINITIONS**

**Section A. Definitions.** For purposes of the recognition granted the Association and for purposes of this Agreement, the following definitions shall be applicable:

Full-Time Employee: A full-time employee is an employee who is working at least thirty (30) hours per week on a regular schedule in a position classified by the Employer as permanent.

Regular Part-Time Employee: A regular part-time employee is an employee who is working less than thirty (30) but at least fifteen (15) hours per week on a regular schedule in a position classified by the Employer as permanent.

Permanent Position: A permanent position is one anticipated by the Employer to last for a period of at least ninety (90) consecutive days.

**Section B. Association Communications.** The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards, at least one (1) of which shall be provided in each school building, where employees are assigned.

**ARTICLE 3**

**REPRESENTATION**

**Section A.** The Employer agrees to recognize one (1) Association representative for each worksite who shall be selected or elected by the Association from employees covered by this Agreement who have seniority. It shall be the function of this individual to act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement.

**Section B.** The Employer shall be informed in writing of the names of Association officers and The Employer will extend recognition to such individuals immediately upon receipt of this notice.

**ARTICLE 3**

**CONTRACT REVIEW**

Contract review conferences for important matters of mutual concern may be arranged by mutual agreement of the parties after school as needed. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. The Association may be represented at special conferences by the Association President and a MEA UniServ Director. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure. However, should

the parties mutually agree to modify the agreement or resolve the grievances then they may do so in writing.

**ARTICLE 4  
LOST TIME**

**Section A. Bargaining and Contract Review Time.** Employee participation as Bargaining Committee members or in contract review conferences are voluntary activities engaged in on behalf of the Association and the employees which it represents, and employees shall be paid for time spent in these activities during regular work hours if requested by the employer. Employees may, upon request, be released from work to engage in collective bargaining negotiations and special conferences, provided such release will not interfere with the orderly and efficient operation of the Employer.

**Section B. Pay for Processing Grievances.** Employees shall not be paid for time spent while processing grievances or participating in grievance meetings or procedures, except during regular work hours if requested by the employer.

**Section C. Reimbursement for Association Release Time:**

No more than one (1) bargaining unit member per worksite shall be released to conduct Association Business with seven (7) days advance notice for up to a total of three (3) days for the entire bargaining unit. The Association shall reimburse the District for the full cost of the release time.

**ARTICLE 5  
ACCESS**

Authorized representatives of the Association may visit school property at reasonable times for the purposes of administration of this Agreement. The Association agrees that its representative shall advise the Human Resources Office of the need to be on school property immediately upon their arrival and that such visit shall not interfere with the operations of the Employer and the work being performed by the employees.

**ARTICLE 6  
BOARD RIGHTS**

**Section A.** All management rights, powers, authority, prerogatives and functions, regardless of whether exercised in the past or prior to the effective date of this Agreement and regardless of whether exercised in the future or following the effective date of this Agreement and regardless of the frequency or infrequency of exercise of these rights, shall remain vested exclusively in the Employer. It is expressly recognized, and the Association agrees, that such management rights, powers, authority, prerogatives and functions include, by way of illustration and not by way of limitation and are in no way whatsoever limited to, the following:

1. The right to manage and control the School District in all of its operations and activities;

## KPS-KCSSOA 18-19 Master Agreement

2. The right to determine all matters of management policy, facility and department scope, layout, operation and location;
3. The right to determine the location where work will be performed;
4. The right to terminate, merge, consolidate, or otherwise transfer or reorganize the Employer's operations and services or any part thereof;
5. The right to direct the work of the bargaining unit including, but in no way limited to, the right to hire, discipline for reasons that are not arbitrary and capricious, suspend, discharge, promote, demote, assign, train, transfer or layoff and recall employees;
6. The right to reduce or increase the size of the working force;
7. The right to assign duties, determine the number of employees and staffing patterns required and the number of hours in employee work schedules;
8. The right to establish and change work schedules and starting and quitting times, except the Employer will make every reasonable effort to provide Fourteen (14) days' notice to impacted bargaining unit employees, unless there is an emergency;
9. The right to eliminate totally or partially or combine or otherwise revise existing job classifications, jobs or positions;
10. The right to establish new job classifications;
11. The right to establish or change job descriptions;
12. The right to establish and change from time to time rules and regulations, including safety rules and regulations, and to fix and determine penalties for violations;
13. The right to establish and change personnel policies and procedures;
14. The right to maintain safety, order and efficiency;
15. The right to establish satisfactory productivity and work standards;
16. The right to make judgments as to employee qualifications, including ability and skill;
17. The right to determine the nature, number and organization of facilities and departments;
18. The right to discontinue totally or partially or combine or reorganize any part or all of the Employer's operations;
19. The right to be the exclusive judge of all matters pertaining to the services that the Employer provides and the delivery of those services;
20. The right to determine the methods, procedures, processes and means of providing and delivering services and the equipment to be acquired or used to provide such services;

21. The right to establish the standards of quality of services;
22. The right to determine the methods, processes and means to be used in the providing and delivering of services;
23. The right to continue and maintain the Employer's operations and services as in the past and prior to the effective date of this Agreement;
24. The Employer shall also have the right to study, introduce and use new, improved or different methods, means, equipment, facilities, and the Employer shall also have the right to use outside assistance either in or outside of the Employer's facility;
25. The right to make technological or labor saving changes.

**Section B.** The Employer's judgment and determination in these respects shall not be subject to challenge. It is provided, however, that these management rights shall not be exercised in violation of any specific provisions of this Agreement as written.

#### **ARTICLE 7 RULES AND REGULATIONS**

The Employer has the right to establish rules and regulations consistent with the provisions of this Agreement. All new or revised rules and regulations shall be made available to the Association for inspection and review if such rules and regulations concern working conditions. If the Association believes that any rule or regulation that concerns working conditions is inconsistent with the terms of this Agreement, a grievance may be filed within five (5) working days after the establishment or revision of such rule or regulation and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Association does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement.

#### **ARTICLE 8 DISCIPLINE PROCEDURES**

The Employer agrees to notify an employee of the specific reasons for any discipline which will not be based on reasons that are arbitrary or capricious. The employer shall not discharge an employee without just cause. In instances where the Employer desires to conduct an investigatory interview with an employee, the employee shall be entitled upon request to have an Association representative present at the interview. The Employer shall allow an Association representative (Association Representative) to be present during the administration of discipline upon request of an employee, but shall not be required to withhold the administration of the discipline more than twenty-four (24) hours in instances where there is no Association representative readily available; provided, however, that the Employer shall not be prevented from administering immediate suspension or discharge by the unavailability of an Association representative.

## ARTICLE 9 GRIEVANCES

**Section A. Definition of Grievance.** For purposes of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement arising during the term of this Agreement, concerning the application and interpretation of a specific provision or provisions of this Agreement as written. It is specifically understood by the parties that no grievance may be filed concerning any matter arising after the expiration of the Agreement. Grievances cannot be amended unless the Employer agrees in writing. Any new matter, party, or issue not referenced in the grievance will be regarded as outside the scope of the grievance.

**Section B. Grievance Procedure.** All grievances shall be handled in the following manner:

1. Oral Procedure. An employee with a grievance shall discuss the matter with the Chief of Security and/or building principal within three (3) days from the time of the occurrence of the events giving rise to the grievance or within three (3) days from the time that the employee involved first knew or could have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint. If requested by the employee, a steward may be present. The Chief of Security or the building principal shall endeavor to give the employee concerned an oral answer to the grievance within two (2) days of the discussion. Every effort shall be made to settle the grievance in this matter.
2. Written Procedure. (Director of Student Services). If the grievance is not satisfactorily settled in Step 1, Oral Procedure, the complaint shall be reduced to a written grievance within five (5) days of the oral answer. The grievance shall be signed by the employee and shall indicate the Section or Sections of this Agreement in dispute and shall adequately set forth the facts giving rise to the grievance. The preparation of a written grievance shall not occur during working time. The grievance shall be submitted to the director of Student Services (or designated representative). The Director of Student Services (or designated representative), the employee, and the steward and/or a non-employee representative of the Association shall meet to discuss the grievance in an effort to settle same. The Director of Student Services (or designated representative) shall place an answer on the written grievance within ten (10) days following the date the grievance was submitted at this step, and return it to the employee.
3. Written Procedure. (Human Resources Department). If a grievance is not satisfactorily settled in Step 2, the steward may appeal the Step 1 decision by delivering to the Human Resources Office a written request for a meeting concerning the grievance within five (5) days following receipt of the Step 1 written disposition of the grievance. A copy of this written request shall be provided to the Chief of Security. Within twenty (20) days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Association. If the meeting cannot be held within the twenty (20) day period, it shall be scheduled for a date mutually convenient for the parties. The Assistant Superintendent of Human Resources, or designated representative, shall issue a written disposition on the grievance within fifteen (15) days following the date of this meeting.
4. Superintendent. Within ten (10) days of the Step 3 decision, the Association may appeal that decision in writing to the Superintendent, who will conduct a meeting (or his



designee) with the administrative representatives, the representative of the Association and the grievant. The Superintendent or designee shall issue a disposition on the grievance within fifteen (15) days following the date of the meeting.

5. Mediation. If the grievance is not satisfactorily settled in Step 4, the Association may request mediation by the Michigan Employment Relations Commission by giving written notice to the Employer through the Human Resources Office of its intent to do so within fifteen (15) days following receipt of the Employer's Step 4 response. Thereafter, Representatives of the Employer and the steward and/or a non-employee representative of the Association shall confer with the mediator assigned to assist in resolving the dispute. Within fifteen (15) days of the conclusion of this conference, the designated representative of the Employer shall signify in writing the Employer's final response to the grievance.
6. Step 6. Only disciplinary grievances may be advance to step 6, binding arbitration by the Association filing a demand for arbitration with the American Arbitration Association (AAA). Arbitrators shall follow the AAA current rules for voluntary Labor Arbitration Rules. The Arbitrator's power shall be limited solely to determining whether the disciplinary grievance was for a reason that was not arbitrary or capricious, and in the case of discharge with just cause. The Arbitrator has no other jurisdiction to decide any other type of grievance. The parties shall share equally in the fees and expense of the arbitrator. Each party shall pay the fees, expenses, wages and any other compensation of its own witnesses, representatives and legal counsel.

**Section C. Time Limits.** The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Association or the employees represented by the Association, the grievance shall be considered settled on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may only be extended by mutual written agreement and the period of extension must be specified in the agreement.

**Section D. Time Computation.** Days are defined as working days during the school year. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

## ARTICLE 10 PROBATIONARY PERIOD

All new employees shall be considered to be on probation and shall have no seniority for the first six (6) working months following their first day of work for the Employer, after which time the employee's seniority shall be retroactive to their last date of hire. The probationary period will be extended for any break in service, such as a medical leave of absence lasting longer than two (2) weeks. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been entirely satisfactory to the Employer, the Employer may extend the probationary period for a period not to exceed an additional three (3) working months with the prior written approval of the Association. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion

without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. The Association shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority among probationary employees.

**ARTICLE 11  
SENIORITY**

Seniority shall be defined as the length of continuous service with the Employer since the employee's last date of hire into the bargaining unit. An employee's "last date of hire" shall be the most recent date upon which the employee last entered the bargaining unit. Seniority shall commence only after the employee completes the probationary period. Employees who commence work on the same date shall be placed on the seniority list in numerical order of the last four digits of the employee's social security number, the highest number being the most senior. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

**ARTICLE 12  
SENIORITY LIST**

The Employer shall keep a current seniority list showing each employee's seniority date, classification seniority date and department. A copy of the seniority list shall be provided to the Association on or about November 1 of each year and at such times as changes to the seniority list are made. The seniority list as provided to the Association shall be conclusively presumed accurate and the Employer shall be entitled to rely thereon unless any alleged error in the list is timely grieved in accordance with the grievance procedure.

**ARTICLE 13  
LOSS OF SENIORITY**

**Section A.** An employee's seniority, classification seniority, departmental seniority and employment relationship with the Employer shall terminate for any of the following reasons:

1. If the employee quits or retires.
2. If the employee is terminated or discharged and the termination or discharge is not reversed through the grievance procedure set forth in this Agreement.
3. If the employee is absent from work for three (3) consecutive working days without notifying the Employer, unless the employee's failure to notify the Employer is for a reason satisfactory to the Employer.
4. If the employee fails to report for work on the required date for return from an approved leave of absence, vacation or disciplinary suspension, unless the failure to return to work is for a reason satisfactory to the Employer.
5. If the employee is on layoff status for a period of twelve (12) consecutive months or the length of the employee's seniority, whichever is greater.

6. If the employee is on a disability leave for a period of six (6) consecutive months or on a worker's compensation leave for a period of twelve (12) consecutive months.
7. If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the employee's failure to return to work is for a reason satisfactory to the Employer.
8. If the employee is convicted of a felony or misdemeanor offense relating to offenses in Section 1539, MCL 380.1530 of the Michigan Revised School Code or the employee violates the reporting requirements in Section 1230d of the Michigan Revised School Code, MCL 380.1230d, for reporting criminal charges and convictions.

**ARTICLE 14  
SENIORITY WHILE ON LEAVE OF ABSENCE**

Employees on Employer-approved leaves of absence shall continue to accrue seniority and classification seniority during the period of their leave of absence.

**ARTICLE 15  
HOURS OF WORK**

The work hours for all employees shall be determined by the Employer. Full-time employees shall regularly be scheduled to work 8 hours on days when school is in full session. Any work period or schedule of work shall not be construed as a guarantee of any number of hours of work or pay per day or per week. The Employer will advise employees of their work hours at least seven (7) days in advance.

**ARTICLE 16  
OVERTIME**

All employees shall be expected to work overtime upon request. Overtime must be authorized in advance by the Chief of Security and/or a building principal. Overtime is based on hours actually worked in excess of forty (40) hours worked in the designated work week.

**ARTICLE 17  
WORKING CONDITIONS**

**Section A. Reimbursement for Employee Property.** The District shall reimburse an employee for loss, damage or destruction of personal property which was utilized in the performance of the employee's instructional duties and which was damaged as the result of the acts of students, school district employees or other individuals who are responsible for such loss. Items utilized for instruction and personal property, such as glasses and watches, will not be subject to a depreciation factor when calculation is made relative to the value of such items. Items such as clothing and vehicles shall be subject to normal depreciation when calculating an employee's loss. The District will reimburse the employee up to an amount equal to the deductible on the employee's insurance

## KPS-KCSSOA 18-19 Master Agreement

which covers the loss; but in no case shall such reimbursement exceed \$500.00. There shall be no reimbursement for any loss or damage in cases where the employee did not exercise reasonable care to secure and/or protect the personal property.

**Section B. Employee Facilities.** The District shall make available in each school a lunchroom, restroom, and lavatory facilities for employee and other adult use. A lounge or study area, appropriately furnished (including a telephone), shall be reserved for use by faculty. Provision for lounge and study areas will be made in all future buildings. Such facilities shall not be available to students.

**Section C. Telephones.** Telephone facilities shall be made available to employees for their use. Telephones provided by the District are designed for school use and such calls shall take precedence over personal calls. At no time may telephones be used in making long distance calls without the express permission of the building principal. Use of any phone during instructional time shall be limited to emergencies and appropriate school-related matters.

**Section D. Parking.** Parking facilities shall be provided for employee use and reasonably maintained.

**Section E. Medical Testing.** The District shall provide, at no cost to the employee, all medical testing and examinations required to maintain employment if the employee's personal insurance coverage does not cover such costs.

## ARTICLE 18 EVALUATIONS

**Section A. Evaluation of Officer.** The Evaluation of the work and performance of all officers is the right and responsibility of the Administration. Each officer shall be evaluated once every three years, or more frequently if needed, by the Chief of public safety. Employees may request coaching conferences by their peers.

**Section B. FOIA.** The employee will promptly be advised by the District's Human Resources Department that the employee's evaluation(s) have been requested.

## ARTICLE 19 PROFESSIONAL BEHAVIOR

**Section A. School Safety Legislation.** 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 with certain identified crimes. Within three (3) business days of arraignment, the employee must report the arraignment/charge 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 "Arrestment Disclosure Form" follows Appendix C.

**ARTICLE 20  
PROTECTION OF EMPLOYEES**

**Section A. Corporal Punishment Guidelines.** The District will adhere to all statutory responsibilities concerning corporal punishment and requirements under the Board's Seclusion and Restraint policies and administrative regulations.

**Section B. Safety of Students.** Employees shall be expected to exercise reasonable care with respect to the safety of pupils and student property and shall discharge their duties and responsibilities to said students and property according to the applicable Laws and Board policies.

**ARTICLE 21  
SCHOOL CLOSURE**

**Section A.** In the event that the Employer determines to cancel school due to inclement weather or other circumstances, the following payment and reporting provisions shall apply:

1. School canceled prior to A.M. Start. Employees are not to report to work. No payment will be made in these circumstances.
2. School dismissal after 7:00 A.M. but prior to 11:30 A.M. Employees will be released to go home fifteen (15) minutes after the students are dismissed. Employees will be paid for all hours actually worked or 50% of their regularly scheduled hours for that day, whichever is greater.
3. School dismissal after 11:30 A.M. but prior to normal end of school. Employees will be released to go home fifteen (15) minutes after the students are dismissed. Employees will be paid for all hours actually worked.

**ARTICLE 22  
LAYOFF AND RECALL**

**Section A. Definition of Layoff.** A layoff shall be defined as a reduction in the number of personnel in the workforce.

**Section B. Temporary Layoff.** When the workforce is reduced due to conditions which are anticipated to be of a temporary nature and it becomes necessary to lay off employees for a temporary period of time, employees shall be laid off by the particular classification affected and on the particular shift affected by the layoff without regard to seniority. Any employee retained must have, in the Employer's sole judgment, the necessary skill, ability, experience, training, productivity, work performance, work record, and dependability to perform efficiently the remaining required work and satisfactorily meet the required hours in the remaining work schedule in a productive and efficient manner.

**Section C. Indefinite Layoff.** When the workforce is reduced due to conditions which are anticipated to be of an indefinite nature and it becomes necessary to lay off employees for an indefinite period of time, employees will be laid off in the particular classification affected by the layoff as follows: Probationary employees working in the classification shall be laid off first. Any

## KPS-KCSSOA 18-19 Master Agreement

further reduction in classification on the shift shall be in inverse order of classification seniority in the classification affected, provided the senior employee is qualified to perform their assignment in an efficient and effective manner.

**Section D. Recall.** In the event of a recall from a temporary layoff or an indefinite layoff, employees laid off from a classification and shift shall be recalled in inverse order of layoff.

**Section E. Recall Procedure.** When employees are to be recalled from layoff, the following procedures shall be followed:

1. The Employer may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone, or if the Employer determines not to use telephone contact, the Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.
2. Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within seventy-two (72) hours of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the seventy-two (72) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a reason that is satisfactory to the Employer.
3. Recalled employees are required to report for work on the required return to work date following notification of recall. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a satisfactory reason.

### ARTICLE 23 PERMANENT VACANCIES

**Section A. Permanent Vacancies.** When a permanent job or vacancy occurs in a position previously held by a bargaining unit member, or a newly created position within the bargaining unit, notice of the job or vacancy shall be posted on the bulletin board in each building in which bargaining unit personnel work for ten (10) working days. A copy of the vacancy notice shall also be sent to each bargaining unit member who is laid off and to the Association President. A permanent job or vacancy does not include vacancies caused by leaves of absence. The Employer, in its sole discretion, shall determine if a vacancy exists which is to be filled under this Section. Employees interested in the job posting may file a written application with the Employer by the deadline established in the posting.

The Employer shall give due consideration to all applicants for the permanent vacancy, before considering applicants from outside the bargaining unit. In considering an applicant's qualifications to perform the required work, the Employer shall consider the employee's ability, experience, training, productivity, seniority, work performance, work record and dependability. The applicant considered by the Employer in its sole discretion to be the best qualified shall be awarded the permanent vacancy; provided, however, that if the Employer determines that the qualifications of the applicants who meet the qualifications for the job or vacancy are equal, the

applicant with the greatest seniority shall be awarded the position. The bargaining unit employee will serve a sixty (60) day probationary period in the new position. If the employer determines that the employee is not successful in the new position within sixty (60) days, then the employee will be returned to his/her former position. The Employer reserves the right to determine that none of the applicants are qualified and leave the position open or to seek further applicants.

## ARTICLE 24 PROMOTIONS, TRANSFERS AND DEMOTIONS

**Section A. Permanent Transfer Within a Classification or Permanent Transfer to a Lower-Rated Classification.** Employees who wish to be considered for a possible permanent transfer to a different area or who wish to transfer to another job classification may submit a written application on the approved form. Such application will be kept on file and will be given consideration when a permanent transfer situation arises. It is understood that the question of whether a permanent job transfer shall be allowed is within the sole discretion of the Employer. In considering the possibility of a permanent job transfer and in evaluating employees who wish to be considered for possible permanent transfer, the Employer will take into consideration skill, ability, experience, training, productivity, work performance, work record and dependability to perform efficiently the required work and satisfactorily meet the required hours in the work schedule. Employees who are transferred under this Section or who receive a transfer to a higher-rated classification shall be disqualified from another transfer or advancement for a period of eighteen (18) calendar months, provided, however, the Employer in its discretion may waive this disqualification.

**Section B. Temporary Job Transfers.** When additional help is needed to assist in another classification, area or shift, the Employer reserves the right, at its sole discretion, to make temporary transfers, with five (5) days advance notice except in an emergency.

## ARTICLE 25 LEAVES OF ABSENCE

**Section A. Leaves of Absence.** It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. It shall constitute just cause for discipline, up to and including discharge, for an employee to falsify the reason for a leave of absence. All leaves of absence shall be without pay or benefits unless specifically provided to the contrary by the provisions of the leave section involved.

**Section B. FMLA.** Eligible employees will be entitled to leave under the Family Medical Leave Act (FMLA). FMLA leave for a serious medical condition of the employee or employee's child, spouse, or parent, will run concurrently with any other leave covering the same circumstance.

**Section C. Death in the Immediate Family.** A total of paid three (3) 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 unpaid or using compensatory time at the employee's discretion. The immediate family is interpreted to include spouse, father, mother, sister, brother, son, daughter, foster child, step-child, step-parent, father-in-law, mother-in-law, brother-in-law, sister-

## KPS-KCSSOA 18-19 Master Agreement

in-law, son-in-law, daughter-in-law, grandparents, great grandparents, grandchildren, and great grandchildren. When two (2) individuals have lived together for a number of years, they will be covered by the above.

**Section D. Jury Duty.** An employee called for jury duty or to give testimony before any judicial or governmental tribunal shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation with the exception of cases involving legal action brought against the District, by the Association, or any member thereof, except in such cases in which the Board subpoenas the employee. Upon receipt, compensation received for jury duty performed on an employee's regularly-scheduled work day shall be submitted to payroll. If an employee is released from Jury Duty before 1 P.M., the employee must return to work for the remainder of the day

### **Section E. Military Leave.**

Military leave will be granted to any bargaining unit member who is inducted or enlists in any branch of the Armed Forces of the United States. Upon returning from such leave, a member will be placed on the salary schedule at the level which he/she would have achieved if he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years. The member shall have up to ninety (90) days after release from active duty to notify the District of his/her intention to return to the system.

If National Guard or Reserve encampment or a period of active service due to emergency situations should occur during the school year, the member required to participate shall be granted a temporary leave of absence for that purpose. If a member is called to active service in a National Guard unit or Reserve unit during the school year, he/she shall be compensated the difference between the reimbursement received from the United States Government and his/her teaching contractual salary, provided his/her U.S. Government reimbursement is less than his/her contractual salary for a period not to exceed two (2) weeks per year.

### **Section F. Sick Leave.**

Employees shall accrue leave at the rate of 1 hour for every forty (40) hours of worked, exclusive of overtime. Employees can only utilize sick leave if illness requires doctor visit and at least three (3) days consecutive days off or results from a workers' compensation injury.

**Section G. Overpayments and Underpayments.** The employee has a responsibility to monitor his or her wages as paid by the district. If the employee believes there is a discrepancy, he/she has a responsibility to contact the District. Likewise, if the District believes an employee to be overpaid or underpaid the District shall make appropriate contact.

Thus, the parties agree to the following regarding overpayments and/or underpayments:

The discovery period for discrepancies is limited to discrepancies within the current school year and the school year immediately preceding it. For ten month employees the summer is considered to be part of the school year just ended.



**KPS-KCSSOA 18-19 Master Agreement**

1. If the employee is underpaid in the time period identified above the District shall contact the employee to determine if a preferred method of reimbursement to the employee exists.
2. If the employee is overpaid, the overpayment shall be returned to the District in the same manner in which it was received by the employee (i.e., overpayments received over 12 months of checks shall be repaid to the District over 12 months of checks).

**ARTICLE 26  
INTENT AND WAIVER**

**Section A. Intent and Waiver.** It is the intent of the parties hereto that the provisions of this Agreement, which contain all of the economic and non-economic conditions of employment, supersede all prior agreements or understandings, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in the grievance procedure hereunder or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement, even though said subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by all parties.

**ARTICLE 27  
COMPENSATION**

**Section A. Wages** Employees shall be compensated on an hourly basis in accordance with the following schedule:

Rate Prior to Ratification	Rate at Ratification
\$10.00 or \$11.00	\$11.75
\$11.63	\$12.20
\$13.00	\$13.41
\$14.00	\$14.37
\$15.00	\$15.35

**KPS-KCSSOA 18-19 Master Agreement**

\$16.18	\$16.65
\$23.27 or \$24.40	\$24.70

**Section B. Health Insurance** Bargaining unit employees who are currently enroll for health insurance coverage shall be enrolled in MESSA ABC Plan 3 effective November 1<sup>st</sup>. Current bargaining unit employees and newly enrolled employees electing insurance during “Open Enrollment” shall be enrolled in Essentials by MESSA effective January 1, 2019. Coverage shall be for the individual bargaining unit employee only (single coverage.) Eligibility shall be based on requirements set forth by the Affordable Care Act known as the “employer mandate.” Employer shall pay eighty percent (80%) of premium. Employee shall be responsible for remainder of premium. Rates in effect for period from January 1, 2019 through December 31, 2019 are illustrated in the schedule below:

Monthly Premium	Employer Share Monthly (80%)	Employee Share Monthly (20%)	Per Pay Amount for 12 months' coverage (21 Pays)
\$452.64	\$362.11	\$90.53	\$51.73

**ARTICLE 28  
DURATION OF AGREEMENT**

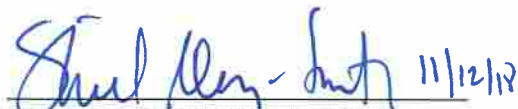
THIS AGREEMENT supersedes all previous Articles of Agreement between the parties and shall become effective as of the Eleventh (11<sup>th</sup>) of September 2018, and shall remain effective until June 30, 2019.


**KALAMAZOO PUBLIC SCHOOLS**

**MICHIGAN EDUCATION ASSOCIATION**

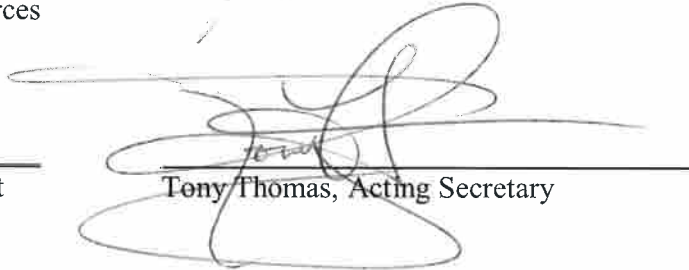
  
Marshall Grate, Chief Negotiator

  
Tim Russ, MEA UniServ Director

  
Sheila Dorsey-Smith, Assistant  
Superintendent for Human Resources

  
James Ray, Acting President

  
Gary Start, Deputy Superintendent

  
Tony Thomas, Acting Secretary