

**AGREEMENT BETWEEN THE BOARD OF EDUCATION OF  
UNIFIED SCHOOL DISTRICT 489, HAYS, KANSAS**

**and**

**THE SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 513 AFL-CIO, CLC  
WICHITA, KANSAS**

**Date Effective July 1, 2018**

**Date Ending June 30, 2019**

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**USD 489  
Negotiating Committee:**

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## **PREAMBLE**

This statement of understanding is made and entered into following meetings as specified in the Kansas Public Employee Relations Act. The terms of this statement of understanding, hereinafter called agreement, apply only to those employees who are included in the bargaining unit, which was certified by the Kansas Public Employee Relations Board on May 22, 1974, Case No. UDC 4-1974, and as are set forth in Article I, B. Such unit members, hereinafter called employees, have ratified this agreement. This agreement has been ratified by the Board of Education of Unified School District 489, Ellis County, Hays, Kansas, hereinafter called the Board or Employer and Service Employees International Union Local 513, AFL-CIO, CLC hereinafter called the Union. This agreement shall constitute Board policy for the period specified. The parties agree to commence and confer meetings by February 1 of each year.

## **ARTICLE I Recognition**

- A. The Board recognizes the Union as the exclusive representative for the purpose of meeting and conferring for conditions of employment and the settlement of grievances for those designated in the bargaining unit.
- B. The jobs or positions constituting this unit are: all full-time and regular part-time custodians and maintenance personnel (a regular part-time employee shall be construed as an employee who customarily works more than twenty (20) hours per week).
- C. Excluded from the unit are: certified or other professional employees, supervisory employees, confidential employees, clerical and secretarial employees, elected and management officials.

## **ARTICLE II Management Rights**

A. The Union acknowledges that the Board and the Superintendent have certain exclusive statutory rights and responsibilities, which they may not surrender. The Board shall retain its rights to make, amend, or execute decisions and policies that are necessary to operate and maintain the program of the school district and to otherwise carry out its lawful rights and responsibilities. Such rights of the school district include but are not limited to: direct the work of the employees, hire, promote, demote, transfer, assign, and retain employees in positions within the public agency; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of a lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission of the school district in emergencies; and to determine the methods, means, and personnel by which operations are to be carried on.

### **ARTICLE III Savings Clause**

- A. Any paragraph or article of this agreement or any action pursuant thereto which is contrary to State or Federal law shall be null and void and subject to renegotiation immediately, but the remainder of the agreement shall remain in full force and effect.

## **ARTICLE IV Employee Rights**

- A. Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing. Employees shall also have the right to refuse to join or participate in activities of employee organizations.

## **ARTICLE V Payroll Deductions**

- A. The Board agrees for the duration of this agreement to deduct monthly union dues from the pay of every employee who has so authorized such deduction in writing on a form provided by the Union. All sums so deducted, together with a list of the names and amount of dues, shall be sent to the Secretary-Treasurer of Service Employees International Union Local 513 at an address so designated by the Union. For the purpose of canceling union dues, notices must be submitted to the business office of the Board of Education with a copy to the Union thirty (30) days prior to July 1 of each year.



## **ARTICLE VI Hours of Work and Overtime**

- A. The normal workday shall be eight (8) consecutive hours of work and the normal workweek, regardless of shift arrangements, shall be forty (40) hours of work Monday through Friday. Normal work shifts for Hays High shall be day, middle and night, and some shifts shall vary from the Monday through Friday schedule. However, these shifts shall be five (5) consecutive workdays with two (2) days off. It is further provided that at certain times of the year further adjustments in schedule may be made for a Sunday building inspection. It is further provided that on snow days the hours of work may be varied. Time and one-half shall be paid to the custodian for non-school functions which require his presence on Saturdays. All district custodians shall be given the voluntary option of working daytime hours during the summer months when school is not in regular session with the approval of the head custodian. Such approval shall not unreasonably be withheld.
- B. Time and one-half (1-1/2) will be paid for all hours worked in excess of forty (40) hours in one week. For the purpose of computing overtime, leave days, vacations and holidays are considered as time worked. Staff employed prior to September 17, 2007 shall have \$1,743 added to their wages in calculating overtime and double-time rates. All staff hired after September 17, 2007 shall not have the amount added in calculating their overtime rates. All overtime shall be paid monthly.
- C. An employee who works on any of the holidays listed in Article VIII shall receive two (2) times regular pay plus regular holiday pay. Any employee called in on a holiday shall receive not less than two (2) hours pay. Employees called back to duty other than holidays shall receive two (2) hours pay.

- D. An employee called back to work on a Sunday shall earn two (2) times his regular hourly rate of pay.
- E. An employee requested to stand by shall earn standby pay at the rate of one-half (1/2) the employee's base hourly rate of pay. An employee placed on standby must be available when called or shall forfeit his standby pay.
- F. Overtime work shall be distributed fairly and equitably among employees capable of performing the work as follows:
1. Within their assigned building
  2. Within the school district
- G. Work schedules may be changed by the administration, and such schedules may vary from the base work schedule. All such work schedule changes shall be discussed with the Union prior to adoption, and consideration will be given to the head custodian and his/her opinion as to the effects such changes in shifts will severely inhibit their charge of custodial and maintenance duties.
- H. It is contemplated that we will have shift workers at all schools except Washington and Munjor. All work schedules are to be adjusted on seniority and qualifications required for the job. It is contemplated that we will check buildings on Sundays, Saturdays, or holidays. If it becomes necessary to do so, the person making the building check shall be paid one hour of work in accordance with provisions of Section B of this article. A building check shall not constitute a call back.
- I. If there are no functions in the buildings on Friday night, which interfere with work, employees may do the work on Saturday morning at no extra pay per hour. Employees who exchange Friday or Saturday work must make arrangements with the building principal.

J. When school is closed because of inclement weather, all employees who work shall have one day added for each day so worked to their vacation days.

## **ARTICLE VII Longevity Bonus**

In consideration of long and faithful service, the District shall, in addition to regular salary, pay longevity pay to long-term full-time employees. The amount of this pay shall be calculated prior to the beginning of each payroll year and shall be based on the employee's annual base salary for the coming payroll year. After the amount of the bonus is ascertained it will be added to the employee's hourly pay for that payroll year.

Longevity is based on completion of length of service and percentage of annual base salary as set out below:

- After completion of 5 years of service in the previous payroll year, 2%.
- After completion of 10 years of service in the previous payroll year, 3.25%.
- After completion of 15 years of service in the previous payroll year, 4.75%.
- After completion of 20 years of service in the previous payroll year, 7.25%.

The longevity bonus will be paid retroactively to July 1, 2018.

## ARTICLE VIII Holidays

A. Legal holidays and/or other as designated by USD 489 will be observed by custodial school employees as follows: (Approved 10/30/17)

Independence Day	July 4, 2018
Labor Day	September 3, 2018
Thanksgiving Break	November 22, 23, 2018
Christmas Break	December 24, 25, 26, 27, 2018
New Year's Day	January 1, 2019
Memorial Day	May 27, 2019

B. The ten (10) holidays to be observed will be chosen annually by the SEIU members and the dates chosen will be provided to the district office by June 1<sup>st</sup> of each year.

ARTICLE IX Vacations

A. Custodians shall receive vacation with pay according to the following schedule. The date for determining vacation eligibility and for computing credit is July 1. Employees who have completed a full year of service as of July 1 each year shall be granted paid vacation according to the following schedule: (Approved 7/26/04)

<u>Years of Service:</u>	<u>Vacation Credit:</u>
1 to 3 years	12 days
4 years	13 days
5 years	14 days
6 years	15 days
7 years	16 days
8 years	17 days
9 years	18 days
10 years	19 days
11 years	20 days
12 years	21 days
13 years	22 days

The annual vacation leave benefits will be awarded to custodial personnel upon completion of one (1) day of the assigned duties of the contract. If the employee is on paid leave status (utilizing vacation or sick leave) they will receive the full annual allotment of leave following their first day worked. If the employee utilizes unpaid leave status, the number of vacation days will be prorated upon returning to paid status. Should the employee leave employment with the district for any reason prior to August 12, vacation days will be prorated and accrued only for the days worked after July 1.

B. Per Article XVII Seniority, employees shall be deemed as probationary employees until they have been regularly employed by the Board for three (3) consecutive months. During a new employee's probation period, no vacation will be awarded or accrued. Following the probationary period, vacation will be awarded from the end of the employee's probation date according to the schedule below. July 1<sup>st</sup> following an

employee's probation period, they will be awarded vacation according to the schedule listed under Item A, Years of Service, listed above. (Approved 12/3/14)

<u>Date of Employment:</u>	<u>Vacation Credit:</u>
June 1 – July 6	12 days
July 7 – August 11	11 days
August 12 – September 16	10 days
September 17 – October 22	9 days
October 23 – November 27	8 days
November 28 – January 2	7 days
January 3 – February 7	6 days
February 8 – March 14	5 days
March 15 – April 19	4 days
April 20 – May 25	3 days

- C. All vacation accrued by July 1 of any given year should be taken prior to ***August 1 of the next fiscal year.*** (Approved 7/21/10).
- D. The maximum allowable number of vacation days that may be scheduled at any one time shall be the total number of days that an employee has earned during the year prior to July 1<sup>st</sup>.
- E. Holidays will not be charged against an employee's vacation time when they occur during regularly scheduled vacation periods.
- F. Senior employees shall have their choice of vacation schedules.

## **ARTICLE X Insurance Benefits**

- A. The Board shall participate in the Kansas Public Employees Retirement System in accordance with K.S.A. 74-4931, et seq.
- B. The Board shall continue its election under the Kansas Workmen's Compensation Law and shall purchase workmen's compensation insurance coverage for all employees in the unit.
- C. The Board shall purchase a comprehensive general liability policy with a \$300,000 single limit of liability and including employees of the school district as additional insureds.
- D. Fringe Benefit Plan: All SEIU staff shall participate in the district's health insurance program. The month following the completion of the 2018-2019 negotiations, staff employed prior to September 17, 2007 will have the difference in cost between their current district-paid health insurance plan and what the district pays for other classified staff, added to their hourly wage. If the employee DOES NOT participate in the Wellness Incentive Program and qualify for the incentive, non-participation and/or non-qualification will result in a payroll reduction to collect the discounted difference. All new employees AFTER September 17, 2007 will be furnished with SINGLE coverage ONLY. (Approved 9/17/07). A health insurance advisory committee will be created to include three (3) SEIU members, three (3) HNEA members, and three (3) district representatives.
- E. Employer Paid Fringe Benefit Plan: Each custodian will be provided with \$10,000 of term life insurance and accidental death benefits to be paid for by the district. Each custodian will have the option to purchase an additional amount of term life insurance,



through payroll deduction.

- A. Salary Reduction Cafeteria Plan: A Flexible Benefit Plan has been established under the Internal Revenue Code: Section 125 “Cafeteria Plan.” The purpose of this program is to allow the employee, through a salary reduction agreement, to select their plan benefits within the guidelines of the Revenue Act of 1978. The benefits selected may be either taxable or non-taxable benefits, or a combination of both. It is understood that if it is necessary to have additional amounts of payroll deducted for the benefits selected, those amounts will be subject to federal income tax, state income tax, and FICA taxation.

Custodians are authorized to reduce their salaries by the use of benefits listed:

- Cash (not using any of the items listed below)
- Salary protection insurance
- Cancer insurance
- Dependent care reimbursement
- Medical expense reimbursement

- B. Group Insurance Plan: All district employees who are covered by this agreement will be eligible for an insurance program. Employees may opt to enroll in other programs offered by the district through the IRC-125.

It is a condition of employment that all full-time employees of the district must be covered by a health insurance plan. Provisions of COBRA will apply when appropriate.

## **ARTICLE XI Leaves**

### **Sick Leave:**

- A. Custodial personnel sick leave is two (2) days per annum plus one (1) day per contract month with full salary. Unused sick leave is cumulative without limit. The Board of Education reserves the right to require a doctor's certificate as proof of illness.
- B. The annual sick leave benefits will be awarded to custodial personnel upon completion of one (1) day of the assigned duties of the contract. If the employee is on paid leave status (utilizing vacation or sick leave) they will receive the full annual allotment of leave following their first day worked. If the employee utilizes unpaid leave status, the number of sick leave days will be prorated upon returning to paid status. Should the employee leave employment with the district for any reason prior to August 12, sick leave benefits will be prorated and accrued only for the days worked after July 1.
- C. A parent with children of any age may apply their sick leave to illness of their children when it is necessary. An employee may apply sick leave to illness of his or her spouse or parents when it is necessary.
- D. The total accrued sick leave as of July 1 shall be recorded in the employee service portal.

### **SEIU Sick Leave Pool:**

In addition to the sick leave granted under Sick Leave (Article XI – Leaves), a sick leave pool is hereby established for the voluntary participation by all full-time and part-time custodial/maintenance personnel. The purpose of the pool is to provide additional sick leave benefits to persons who suffer a catastrophic illness or injury.

All full-time and part-time custodial/maintenance staff in the SEIU bargaining unit may achieve membership in the pool by contributing one (1) day in direct proportion to their contract. Donations to the sick leave pool are not refundable. In the event that the sick leave pool is depleted to five (5) days of leave or less, each eligible employee will be given the opportunity to donate another sick leave day. Only employees who make the donation within thirty (30) working days will retain membership.

**SEIU Sick Leave Pool Committee:**

SEIU Sick Leave Pool Committee membership will consist of three (3) members from the custodial/maintenance membership. Union members shall be elected by popular vote of the members of the sick leave pool annually. The USD 489 Payroll Coordinator and the SEIU Local 513 Chairman or his/her designee will be a non-voting member of the committee.

The sick leave pool committee shall act on all applications within ten (10) working days of the submission of the request.

The sick leave pool committee is charged with transmitting its decision to the Superintendent of Schools within two (2) workdays.

The maximum grant to be awarded will be ten (10) contract days per catastrophic illness or injury. All granted days not used for the specified illness or injury will be returned to the sick leave pool.

Catastrophic illness or injury for the purpose of this policy is defined as: an injury or illness which will be disabling for a predicted time of five (5) or more working days and is not related to cosmetic surgery or correctional surgery. The sick leave pool committee reserves the right to make exceptions to this policy in cases involving unusual circumstances.

The applicant must have exhausted all his/her personal sick leave and any remaining vacation days from the current contract year prior to be awarded sick leave pool leave days. The applicant must demonstrate that a catastrophic personal illness or injury exists through medical documentation.

Grant applications are made by submitting a letter of request to a member of the sick leave pool committee.

The grant application must be made within the contract year that the illness or injury occurs. The sick leave pool committee shall be the final authority on each grant. (Approved 6/02).

**Severance Pay :**

- E. Custodial employees who leave the district with a minimum of five (5) years of service in USD 489 shall receive the following payout based on an eight (8) hour workday:
  - 1. New hires for the 2018-19 school year and subsequent years will be paid for up to 80 days of unused sick leave at a rate of \$45 per day if a minimum of 20 days is accumulated.
  - 2. For staff employed with USD 489 prior to the 2018-19 school year and have a sick leave balance of 100 days or more as of June 30, 2018, they will be capped at their June 30, 2018 balance and paid \$65 per day less the first 20 days.
  - 3. For staff employed with USD 489 prior to the 2018-19 school year and have a sick leave balance under 100 days on June 30, 2018 will be paid \$65 per day for a maximum payment of 80 days.

**Absence – Funerals and Serious Illness:**

- F. In the event of death or serious illness of the mother, father, spouse, or child, custodial personnel under contract to the Board of Education shall be given five (5) days at full pay and a deduction of two-thirds (2/3) of the regular daily salary shall be deducted each day for the next five (5) days. In the event of death or serious illness of a brother,

brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or grandparent, such personnel shall be given three (3) days at full pay, and a deduction of two-thirds (2/3) of the regular daily salary shall be deducted each day for the next three (3) days. Employees will be granted, per incident, up to three (3) days of sick leave and up to five (5) days of leave with a deduction of two-thirds (2/3) of the regular daily salary in case of serious illness or death of distant relatives or friends. Leave under this policy, except for leave of serious illness or death of distant relatives or friends, is not deducted from sick leave. The Board of Education reserves the right to make exception to this policy in cases involving unusual circumstances.

**Business Leave Policy:**

- G. All twelve-month personnel in Hays Unified School District 489 are entitled up to four (4) half-days or a maximum of two (2) full days for business leave purposes per year without a deduction in pay. Business leave is defined as legal or court-related business only.
- H. All nine-month personnel in Hays Unified School District 489 are entitled up to three (3) half-days or a maximum of one and one-half (1-1/2) days for business leave purposes per year without a deduction in pay.
- I. Such leave is to be used only for personal business that cannot be transacted on off-school hours, such as courthouse business and/or legal business. This does not include interviewing for a new position or health related purposes.
- J. All arrangements for such leave shall be made through the Director of Building and Grounds who shall be informed for what general purpose the leave is to be taken. Such leave is granted in good faith in that it is to be used for emergency purposes only and

that the policy will not be misused.

- K. To provide uniformity in administering the business leave policy throughout the district, Director of Building and Grounds shall contact the Superintendent for interpretation when a request is made that that the Director of Building and Grounds questions under this policy.

**Personal Leave Policy:**

- L. Custodial personnel in Unified School District 489 may each take up to four (4) days of leave with pay each year for personal matters. This leave will not be accumulative and the leave taken will be deducted from the employee's sick leave. Except in emergency situations, the employee shall give written notice to the Director of Building and Grounds and Superintendent at least two (2) days before taking the leave. Permission to take such leave may be denied if school functions might be impaired. (Revised 7/6/09).

**Maternity Leave Policy:**

- M. As established by the Federal Equal Employment Opportunities Commission, pursuant to Title VII of the Federal Civil Rights Act as amended, the following shall apply, to wit:

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are temporary disabilities and shall be subject to sick leave.
2. The date, which the leave commences, shall be determined by the employee and her physician. As soon as the leave commencement date is determined, it shall be communicated to the Superintendent.
3. The employee may continue in her position during the pregnancy until, in the opinion of her physician, continued professional activity could endanger her

health.

4. Where an employee's effectiveness is impaired due to pregnancy, the leave may begin at a time deemed advisable by the Director of Building and Grounds and her physician.
5. The employee may return from the leave to her position as soon as her physician certifies she is capable of performing all tasks required under her contract.
6. In the event of miscarriage prior to the start of maternity leave, the sick leave provisions of this agreement shall apply.
7. Any written or unwritten policy, rule, or regulation, which excludes from employment employees because of pregnancy, is hereby declared to be null and void.
8. The leave may be extended, upon request of the employee, for a period of not to exceed the following school year.
9. Employees on extended maternity leave who desire reinstatement shall notify the Superintendent of Schools of their availability for assignment. Such employees shall give such notice on or prior to April 10<sup>th</sup> if they expect to return to full-time employment during the next school year.
10. Nothing herein shall be interpreted to assure an employee of a position of building assignment identical to that previously held, except that it shall be in the same general classification.
11. In accord with the provisions contained herein, reassignment shall be made in consultation with the employee concerned and every effort shall be made to secure a mutually satisfactory assignment. (Revised 11/21/94).

**Parental Leave Policy:**

N. Parental leave provisions apply to fathers as well as mothers, for natural born, legally adopted children, and foster children. All aspects of sick leave and maternity leave policies apply to mothers and fathers in those items that are appropriate.

**Family Medical Leave:**

O. District employees shall be provided family and medical leave as provided by a plan approved by the Board and required by current federal law and regulation. The plan for providing leave under this policy shall be filed with Human Resources and made available to all staff at the beginning of each school year. A request form for this leave is provided. The employer will continue the monthly contribution toward health insurance according to the fringe benefit plan outlined in Article X, SEIU Local 513 Agreement or twelve (12) weeks following the effective date of Family Medical Leave.

**ARTICLE XII Disciplinary Actions**

The Board will use the principles of progressive discipline when appropriate: verbal reprimand, written reprimand, suspension with or without pay, demotion (if applicable), and termination of employment. However, nothing herein shall prevent the employer from implementing such appropriate disciplinary action due to the nature and severity of the infraction.

In the event an employee is accused of some infraction of a rule and is going to be disciplined or otherwise have action taken against him, he shall have the right to be represented by a Union steward or Union representative. An employee shall have one (1) hour of notification prior to any of the above-mentioned disciplinary actions (with the exception of verbal reprimand) in order to arrange for the presence of union representation. Verbal



reprimand will be documented and a copy given to the employee.

No employee at any time shall be forced to sign any document, which is or may be used in a grievance proceeding, unless the sole purpose of the employee's signature is to acknowledge receipt of the document.

No employee shall be disciplined in public or in front of his fellow workers. The employee shall treat his supervisor with respect and dignity and the supervisor shall reciprocate in a like manner.

Materials containing verbal warnings and written warnings of a disciplinary nature may be purged from an employee's file by mutual agreement of the employee, employer and the Union.

### **ARTICLE XIII Grievance Procedure**

- A. A grievance shall be defined as a violation or alleged violation of the terms of this agreement.
- B. An employee or a group of employees shall seek a solution to a grievance at the immediate level of administration having the authority to make necessary adjustments.
- C. Within fifteen (15) regular workdays from the occurrence of a grievance, the aggrieved shall seek a review and, if possible, resolve the problem with the immediate supervisor. However, an employee or the Union may consult directly with the Director of Finance concerning an unusual grievance.
- D. If further action is required, the aggrieved has fourteen (14) regular workdays from the review with the immediate supervisor to file a written, formal grievance with the Director of Finance. The written grievance will contain the issues of grievance and supporting data.

- E. If the matter is not resolved within five (5) working days after receiving the written grievance, the Director of Finance will inform the Union and the Superintendent to organize the grievance committee. This committee shall be organized within ten (10) working days.
- F. The aggrieved employee shall submit the grievance in writing to the grievance committee within fifteen (15) working days from the date the written grievance was filed with the Director of Finance (referred to in paragraph D). The grievance shall state in full all details of the incident and the article(s) that are involved in the grievance.

#### **ARTICLE XIV Grievance Committee**

- A. The Board of Education and the Union, desiring to provide just and equitable settlement to such grievances as may arise, do agree to the establishment of a Grievance Committee.
- B. The Grievance Committee shall be composed of one (1) member to be appointed by the Superintendent of Schools, one (1) member to be appointed by the Union, and one (1) member to be selected by mutual consent of the heretofore-mentioned parties. The member appointed jointly by the Superintendent of Schools and the Union shall act as chairperson of the committee. The Grievance Committee shall meet within thirty (30) days upon receiving notice of the grievance hearing and render its decision in writing to both parties. The thirty (30) days may be waived by mutual consent of both parties.
- C. The purpose of the Grievance Committee is to sit in impartial hearing of such grievances as may arise, and the decision of settlement as rendered by the committee

shall be final subject to being reversed by the Superintendent of Schools. If the decision of settlement is reversed, the grievant may appeal to the Board of Education. The Grievance Committee shall have no authority to consider items other than those contained in this agreement.

- D. Expenses incurred by the Grievance Committee for the hearing shall be shared equally by the Union and the Board.
- E. In the event that the Union and the Superintendent of Schools cannot agree by mutual consent to the third party member, the parties acting jointly shall request six (6) persons(three from the Union and three from the Superintendent), one (1) of which will be selected as the third committee member. It shall be determined by lot the order in which they will strike names until only one (1) name remains on the list. That person shall become the third impartial grievance committee member.

## **ARTICLE XV Bulletin Boards**

The Board shall designate a union bulletin board in each building where employees in the unit are employed for the purpose of meeting notices and other union material. No such notice of material shall contain anything controversial or in any way reflect upon the Board or any employer.

## **ARTICLE XVI Access**

Union official will be permitted to visit with employees during rest and lunch periods.

## **ARTICLE XVII Seniority**

- A. Probationary Employees. Employees shall be deemed as probationary employees until they have been regularly employed by the Board for six (6) consecutive months. During this probationary period, such employees may be discharged without cause and without recourse.
- B. Regular Employees. After employees have worked six (6) consecutive months, they shall be considered regular employees and obtain seniority which shall date from their last date of hire. The Board shall give senior employees priority for the purpose of layoffs exceeding five (5) workdays or recall from such layoff when it is determined by the Board and the Union that the qualifications, efficiency, and ability of employees is equal regardless of union membership.
- C. Seniority List. The Board shall post a seniority list once every year as of January 1 and send a copy to the Union.
- D. Loss of Seniority. Seniority rights of an employee shall cease and terminate upon the happening of any one of the following events:
1. The employee resigns or quits.
  2. The employee is discharged.
  3. When an employee has performed no work for the Board for a period of one (1) year.
  4. An employee on layoff who fails to return to work within seven (7) days after date of mailing by registered or certified mail, return receipt requested, to the last known address of the employee a notice for him to return to work.

5. If an employee is off due to an injury covered by workmen's compensation, his seniority shall continue to the period of such coverage, but not to exceed one (1) year.

E. When it becomes necessary to reduce the number of employees in any given department, by layoff, or to increase the number of employees following layoffs, by recall, the following factors will be considered by the Board:

1. Qualifications for the available work including past training, experience, overall knowledge of the work, ability aptitude, efficiency standard, physical fitness, and length of service.
2. Building Seniority. In selecting the employees to be laid off or recalled, and the order in which they will be laid off or recalled, building seniority will be used. Probationary employees will at all times be laid off first, on a departmental basis.

## **ARTICLE XVIII Work Rules**

The Board may from time to time issue new work and other rules to govern the conduct of its employees. Such rules shall be given to the Union fourteen (14) days in advance of their implementation. The Union shall have the right to aggrieve any unreasonable work rule.



## **ARTICLE XIX Vacancy Procedures**

The Board shall cause to be posted on all union-designated bulletin boards in all buildings where employees in the appropriate unit are employed, all vacancies of all known vacant positions. Openings may be posted or advertised by such other procedures as deemed appropriate by the Board. The Board will post the position, qualifications, and salary range along with hours and designated length of time for all vacancies.

Employees interested in such vacancies shall apply online through the applicant portal. Qualified, interested employees should consult with their immediate supervisor and inform him that they plan to apply for the position. Employees should notify Human Resources in writing of their intent to cancel their request. Building and district 489 seniority together with other qualifications shall be considered in filling vacant positions. All applications for transfer or assignment to the vacant position shall be subject to the sole determination of the Board or its authorized representative.

## **ARTICLE XX Pay Periods**

Unified School District 489 employees shall be paid not later than the last working Friday of each month.

During Christmas vacation, employees in the appropriate unit shall receive their checks the same time certificated employees receive theirs.

Payday for all employees is to be the 25<sup>th</sup> of each month. If the 25<sup>th</sup> falls on a weekend, payday will be the preceding Friday. Payday for substitute employees, bus drivers, and selected part-time employees will be the 10<sup>th</sup> of each month.

As a condition of employment, when employees cease employment with USD 489, employees must turn in their PCS cards to the Human Resources Department before they are issued their final paycheck.

## **ARTICLE XXI Safety Equipment**

The Board shall make every reasonable effort to provide and maintain safe working conditions for employees. The Board shall supply any safety equipment when required or necessary.

## **ARTICLE XXII Lunch Period**

Lunch period for custodial and maintenance employees will vary from one-half (1/2) hour to one (1) hour duration. Lunch breaks will vary from school to school based on needs of each school operation. Employees shall have the option of using lunch breaks for extra district duties such as lunchroom supervisor or recess monitoring.

## ARTICLE XXIII Rest Periods

All employees shall be allowed a rest period if their regular daily schedule calls for more than four (4) continuous hours of work. Rest periods may be flexible, but shall generally be consistent with the following recommended schedule:

<u>Daily Hours Worked</u>	<u>Rest Periods</u>	
	<u>Morning</u>	<u>Afternoon</u>
8 hours	15 min.	15 min.
7-1/2 hours	15 min.	15 min.
7 hours	15 min.	15 min.
6-1/2 hours	10 min.	10 min.
6 hours	10 min.	10 min.
5-1/2 to 4 hours	15 min.	

No rest period is to be taken until at least one (1) hour after the shift starting time.

Rest periods may be flexible due to the individual employee's work schedule; however, the daily hours worked assures all school employees rest periods as outlined above.

## **ARTICLE XXIV Wages and Classifications**

Wages and classification shall be as set forth on the following schedule.

### **Maintenance**

Level I : Building Systems Maintenance Technician	Entry Level	<b>\$19.57</b>
Level II : General Maintenance Technician	Entry Level	<b>\$16.76</b>
Level III: Grounds Worker/Events	Entry Level	<b>\$12.27</b>

### **Custodial:**

Level I : Building Lead Custodian at Hays Middle School	Entry Level	<b>\$15.37</b>
Level II : Other Building Lead Custodians	Entry Level	<b>\$13.28</b>
Level III : Night Lead Custodian at Hays High School	Entry Level	<b>\$12.70</b>
Level IV : All Other Custodians	Entry Level	<b>\$11.17</b>

Wages will be increased 4.6% in 2018-2019 and the increase will be paid retroactively from July 1, 2018. The longevity bonus (per Article VII) will be funded. A Labor Market Adjustment (LMA) of \$0.10 per hour will be added to Tier 1 members (employed prior to July 1, 2008). Annual increases in the entry-level hourly rates will be reviewed and negotiated with each contract.

The entry level and maximum wage are as follows: (Approved 8/25/16)

	<u>Entry Level</u>	<u>Maximum Base</u>
Building Systems Maintenance Technician	\$19.57	\$25.07
General Maintenance Technician	\$16.76	\$21.39
Grounds Worker/Events	\$12.27	\$15.51
Building Lead Custodian at Hays Middle School	\$15.37	\$19.57
Other Building Lead Custodians	\$13.28	\$16.83
Night Lead Custodian at Hays High School	\$12.70	\$16.08
All Other Custodians	\$11.17	\$14.06

A five percent (5%) plus one percent (1%) per year wage adjustment will be added to an employee's hourly rate when the employee is promoted to a higher level position, with a cap of ten (10) years of service to the district. Employees whose years of service plus the five percent (5%) hourly rate do not equal entry level of the position will then receive the wage adjustment of entry level.

Employees who receive a demotion for disciplinary action of one level below their previous classification will receive a 10% wage reduction and employees who are demoted for disciplinary action two or more levels will receive a 15% wage reduction.

Employees reassigned to a lesser responsibility shall not receive a reduction in pay and shall receive all scheduled increases.

Employees who voluntarily transfer to a lesser responsibility level shall receive the current entry level wages of their lesser responsibility level PLUS their experience rate (the difference between their current wage and their current entry level wage).

Prior to the beginning of the fiscal year, or upon hire, all assigned differentials will be designated for the full year.

- Shift differential will be added at the rate of 50 cents per hour to all hours worked for custodians working past 7:00pm (assigned second shift only), to be paid year-round, even when those shifts are moved to day hours during the summer months.
- Late shift differential will be added at the rate of an additional 25 cents per hour to all hours worked for custodians working after midnight (assigned third shift only), to be paid year-round, even when those shifts are moved to day hours during the summer months.
- 12 month shift differential will be added at the rate of an additional 25 cents per hour to all hours worked for custodians physically working the second or third shift year-round (assigned 12 month second or third shift only).
- When a floater is designated, float shift differential will be added at the rate of 50 cents per hour to all hours worked (assigned floater only).

SEIU represented employees who are employed by the school district for non-custodial duties during sporting events or other after-school activities will receive the same pay as certified district employees for similar duties.



## **ARTICLE XXV Committeemen and Stewards**

Meetings of committeemen or stewards with supervisors or the Board shall be held at times mutually convenient for both.

Committeemen and stewards will receive their usual compensation when such meetings are held during regular working hours. The names of committeemen and stewards shall be furnished to the Board in writing by the Union.

Committeemen and stewards shall be granted time off without compensation when attending regular state functions. A maximum of five (5) days per year shall be granted for said activities, and a maximum of two (2) employees may attend at any one time.

## **ARTICLE XXVI Leave of Absence**

School employees may be granted extended leave subject to approval of the Board for health, maternity, adoption, military service, study and professional activities. Such leaves are subject to the provisions of the Board policy on extended leaves. Such leaves shall not be in excess of one (1) year and shall be without compensation or pay.

## **ARTICLE XXVII Jury Duty and Court Appearances**

Recognizing that jury service is the civic duty of every qualified citizen, the Board agrees to pay full compensation for employees while serving on jury duty.

An employee shall receive his full compensation for court attendance as a witness under subpoena in any employment-related matter.

## **ARTICLE XXVIII Mileage**

The district will reimburse employees for all use of personal vehicles for indistrict travel when it is required by the job assignment or when it is authorized by the employee's supervisor, at the mileage rate approved by the Board of Education.

## ARTICLE XXIX Retirement

- A. **KPERS Retirement.** The Kansas Public Employee Retirement System policy recommends 90 days' notice to KPERS on the proper forms prior to starting retirement.
- B. **Early Retirement.** To be eligible for the early retirement insurance program (ERIP), a custodian/maintenance employee must meet the following criteria:
1. The employee must have been in the district in a full-time position at least fifteen (15) consecutive years. The year of retirement must be included in the fifteen (15) consecutive years of employment;  
  
AND
  2. Retire under the provisions of the Kansas Public Employees Retirement System for full retirement (i.e. required KPERS points OR age/service requirements).
  3. The district intends to start a 403b(7) with an employer match of 2% of base salary in the 2013-14 school year (does not include supplemental pay, extended contracts, overtime, extra hours etc.)
  4. The annual district contribution will be frozen at the FY13 ACTUAL COST of retiree health insurance.
  5. The ERIP will begin a ten (10) year schedule described in the next two subsections once the district starts the 2% match:
    - a. For those who retire by June 30, 2018 the district will pay the actual FY13 cost for up to ten (10) years or until the retiree is eligible for Medicare by either turning age 65 or due to disability.

- b. For those who retire between July 1, 2018 and June 30, 2023, the district will pay the actual FY13 cost for up to seven (7) years or until the retiree is eligible for Medicare by either turning age 65 or due to disability.
6. After June 30, 2023, the ERIP will no longer be offered and cease to exist.
  7. Employees who would qualify for the ERIP have until June 30, 2015 to decide if they will choose the ERIP or the 403b(7) with employer match. IF an employee chooses to receive the 403b(7) with employer match, they CANNOT revert back to the ERIP.
  8. All SEIU members will have until October 1, 2012 to early retire under the old plan. After that date, all SEIU employees will transition to the new ERIP or the 403b(7) option.

**ARTICLE XXX Duration and Termination**

This agreement shall take effect as of July 1, 2018 and shall continue in full force and effect for a period of one (1) year ending June 30, 2019.

This agreement shall continue in full force and effect until June 30, 2019

IN WITNESS WHEREOF, the Board and the Union have hereunto set their hands this 20<sup>th</sup> day of August, 2018.

Service Employees Union Local 513 Signature: \_\_\_\_\_  
Jayme Gerstner, SEIU Chairman & Executive Board  
Member - Date

Unified School District 489 Signature: \_\_\_\_\_  
Mandy Fox, Board President - Date