



**COLLECTIVE BARGAINING AGREEMENT  
FOR SEIU PERSONNEL**

**2017-2020**

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## **SECTION I. MANAGEMENT AND UNION**

### **A) RECOGNITION**

The SEIU, Local 1 ("SEIU," or "Union") shall be recognized as the exclusive agent for full-time and part-time employees in the Operating, Maintenance, Warehouse, and Food Service units employed by KCPS. Such recognition shall continue until decertification or change in certification pursuant to Missouri State Board of Mediation Rules and Regulations.

### **B) RIGHTS OF ORGANIZATIONAL ASSOCIATION**

The KCPS Board of Directors recognizes the rights of employees in the SEIU:

1. To associate with such legal and recognized labor, social, and fraternal organizations as they desire; and
2. To be free from discrimination in personnel practices because of their membership in unions or other employee organizations.
3. New employees will be given a packet of information provided by the union at new employee orientation. The Union New Hire Packet will be furnished by the Union.
4. No KCPS employee nor any department or division of KCPS shall discriminate against any employee of KCPS on account of race, creed, color, national origin, sex, sexual orientation, gender identity, age, marital status, religion, veteran status, disability, or membership in, or association with, or activity with any labor organization with respect to employment, assignment, transfer, promotion, demotion, layoff, recall, discipline, termination or any other term or condition of employment.
5. The SEIU shall represent and admit persons to membership without discrimination on account of race, creed, color, national origin, sex, sexual orientation, gender identity, age, marital status, religion, veteran status or disability.
6. District will recognize electronic signature cards from the Union.
  - a. "The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement."

**C) FAIR PRACTICE**

1. No KCPS employees nor any department or division of KCPS shall discriminate against any employee of KCPS on account of race, creed, color, national origin, sex, sexual orientation, gender identify, age, marital status, religion, veteran status, disability, or membership in, or association with, or activity with any labor organization with respect to employment, assignment, transfer, promotion, demotion, layoff, recall, discipline, termination or any other term or condition of employment.
2. The SEIU shall represent and admit persons to membership without discrimination on account of race, creed, color, national origin, sex, sexual orientation, gender identity, age, marital status, religion, veteran status or disability.

**D) MANAGEMENT RIGHTS CLAUSE**

1. Nothing in this Agreement shall be interpreted as a waiver by KCPS of its rights and responsibilities to create and maintain schools that serve its constituency. In that regard, the general intent of this Agreement is to establish terms and conditions of employment with the Union. Accordingly, KCPS, on its own behalf and that of the voters in the district of KCPS, retains and reserves the following duties:
  - a. Exercising according to law, the executive management and administrative control of KCPS and all of its properties, facilities, and equipment, and the activities of the employees during work hours.
  - b. Adopting policies, rules and regulations.
  - c. Managing and controlling all fiscal affairs of KCPS.
  - d. Determining the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, or departments, and the relocation or closing of schools, offices, departments, buildings, or other facilities.
  - e. Determining the type and quantity of supportive services, including all supplies and equipment necessary to operate KCPS system and to establish the procedures necessary to manage and control the operations of the KCPS.
  - f. Determining employee qualifications, establishing hiring procedures, and hiring all employees, determining employee assignments and the condition of their continued employment, dismissal, layoff or promotion.
  - g. Determining job content and providing timely notice of any changes to the employee.
  - h. Determining the size of the management organization and its function.
  - i. Approving in-service training activities for employees.
  - j. Establishing and conducting an evaluation program to determine the effectiveness and competence of all KCPS employees while providing a copy of the employee review to the employee and allowing the employee the opportunity to respond to the review, in writing in a

- timely manner.
- k. Determining staffing allocations for all schools, departments and KCPS operations.
  - l. Any terms, procedures, policies or limitations not specifically articulated in the Agreement(s) shall be left to the discretion of the administration for interpretation and enforcement.
2. It is understood and agreed that the KCPS Board of Education possesses the sole right to operate KCPS and that all management rights repose in it, but that such rights shall be exercised consistently with the other provisions of this Agreement.

**E) EMPLOYEE DISCUSSIONS**

1. The term of this Agreement shall remain in effect until June 30, 2020, unless a new agreement has not been reached between the parties. In such case, the terms of this Agreement will remain in effect until a new agreement has been reached or impasse declared. All language in this Agreement shall remain as written in the Agreement for those years. The parties will make every effort to reach a new agreement before the expiration date on June 30, 2020.
2. By November 2019, the representatives of the Union and KCPS Administration will meet at a mutually agreed upon location to exchange discussion packages.
3. In those years in which negotiations are not scheduled, the only items that can be discussed are salaries and benefits, specifically health, vision and dental insurances, and one non-budgetary item from each respective party. These discussions will follow the same schedule for exchange of packages and discussion of items, unless another schedule is mutually agreed upon by representatives of the Union and KCPS Administration.

**F) RELEASE TIME FOR UNION MATTERS**

1. The School District recognizes and agrees to work with designated Union stewards, elected Union representatives and/or Union staff on the following:
  - a. The enforcement of the Contract;
  - b. Employee discipline cases, including investigatory interviews of an employee who is subject to discipline by the School District, if requested by the employee.
2. Union stewards and/or Union staff shall not be unreasonably denied or delayed access to employees in order to represent them. Access shall not interfere with the essential work duties of the employee as determined by the supervisor. Union stewards and/or Union staff seeking access to employees must notify the supervisor in writing via email twenty-four (24) hours in advance of meeting. A supervisor may restrict access due to workload of the employee in question; however, where access is restricted, other reasonable accommodations shall be made within the 24-hour time frame of when management was informed of the proposed meeting.

3. Upon request of an aggrieved employee, a steward at the location will be allowed to provide representation during the meeting. In the event that there is no steward at the worksite, the Union Representative will be called. If a grievance meeting is to be held at the BOE building during the steward's normal work hours, release time will be provided to the steward with prior notification and approval by the steward's immediate supervisor as stated in section 1.2 of this Agreement. If the meeting is after work hours, approval for paid time shall be requested through HR.

#### **G) EMPLOYEE INFORMATION**

1. KCPS will make available, to the Union, once a semester upon request a list of all active employees covered by this Agreement, which shall include each employee's name, work site name and work site mailing address, cell phone numbers, work e-mail address, department, hourly rate of pay, and hours worked.
2. In recognizing the Union's responsibility to represent all of the employees of the represented bargaining unit, the Union may send meeting notices, via the KCPS email system. Additionally, the Union may send via the KCPS email system messages related to KCPS of which the Union is a participant with the prior review of the Human Resources Director or designee. Examples of such messages include but are not limited to Labor-Management meetings, and other projects and committees that are a joint effort of both the KCPS and the Union. The Union agrees it will not post materials or send mass emails to employees' email accounts that are derogatory of any of the KCPS sponsors, officers, executives, representatives, and employees. The KCPS agrees that it will not post materials or emails that are derogatory of the Union, its officers or representatives. The KCPS shall create a link from its home website to the Union website.
3. Bulletin board space will be provided in each school for use by employees and/or the Union, in an area not readily accessible to students. All materials must identify the person or organization preparing them. Such material may also be placed in the employee's pickup box.
4. Bulletin board space and mailboxes for use by employee organizations shall be handled wherever possible by utilizing the facilities that are available.
5. Other recognized employee organizations may request similar information.

#### **H) UNION COMMUNICATION**

1. KCPS authorizes the Union to use one bulletin board per building site, designated for union information, in an area not readily accessible to students. If such a site is not available, the building administrator and SEIU Union representative shall mutually agree upon an alternative location.
2. The on-site Union representative will be responsible for maintaining the Union bulletin board.
3. Union communications may also be placed in the employee pickup boxes, subject to Board policy.

4. When visiting a school during the employees work time union representatives will notify the CFO twenty-four (24) hours in advance of the desire to visit. Upon arrival at the site the Union representative(s) shall report to the administrator in charge upon entering a school location. In the event the building administrator is not available, the union representative shall report to the school office. Union representatives shall follow the building procedures for visitors by signing in at the office and/or security desk.

**I) EXCLUSIVE REPRESENTATIVE INFORMATION**

KCPS will make available, upon request by the Union, at appropriate times to the exclusive representative of the Bargaining Unit, for the purpose of fulfilling its function as such representative, all available and existing reports, information and statistics pertinent to the welfare of the Union's membership. In no case will KCPS provide information that violates an individual employee's legal right to privacy, or which is otherwise protected by law.

**J) NEW POLICIES AFFECTING BARGAINING UNIT MEMBERS**

Copies of all new policies affecting the employment or working conditions of members of the Bargaining Unit shall be made available via electronic means to all employees in the Bargaining Unit within thirty (30) days of approval. The Collective Bargaining Agreement will be available on KCPS's website.

**K) LABOR MANAGEMENT COLLABORATION**

1. KCPS and the Union agree to collaborate in a respectful manner to address common issues, resolve problems, and identify opportunities for improvement. In addition, they will propose and evaluate solutions and agree on recommendations.
2. KCPS and the Union agree that it is in their mutual best interest to be involved in a collaborative process in the following areas:
  - a. The strategic direction of KCPS;
  - b. Training and professional development;
  - c. Performance evaluation;
  - d. Local school governance;
  - e. Dispute resolution; and
  - f. Employee benefits programs.
3. It is the intention of KCPS and the Union to explore and tailor a collaborative framework that supports our mission to provide a quality education for all children. Representatives from KCPS and the Union shall establish a regular meeting schedule to begin this collaboration.

**L) COLLABORATION COMMITTEES**

All committee members will participate on a voluntary basis. All committee meetings will take place outside of the normal instructional day. The instructional day is defined as the time KCPS students are in school.

**1. EMPLOYEES' INSURANCE COMMITTEE**

- a. The Health Insurance Task Force, including the Employees' Insurance Committee, will have the opportunity to participate in discussions concerning health, dental, and vision insurance products. The Health Insurance Task Force, including the Employees' Insurance Committee, will examine basic products and coverage made available by the Department of Human Resources.
- b. The Benefits Department will develop Requests for Proposal (RFPs) to vendors for the health, dental, and vision insurance.
- c. The Benefits Department will present at least three (3) options (assuming there are three responsive bids to the Request for Proposal) to the Board with a recommendation, including the recommendation of the Health Insurance Task Force.
- d. The Health Insurance Task Force shall be comprised of the Employees' Insurance Committee and other such administrative departments as designated by KCPS.
- e. The Employee Insurance Committee will participate in the regular insurance update meetings.
- f. The employee representative shall be notified of task force meetings.

**2. TRAINING ON THE COLLECTIVE BARGAINING AGREEMENT**

- a. KCPS will train the site-based administrators and all personnel responsible for the administration of the Collective Bargaining Agreement.

**3. YEARLY DISCUSSION MEETING**

- a. A member representative team will meet once a year with the Superintendent or designee to share ideas, discuss common interests, concerns and successes

**M) JOB POSTINGS**

All permanent positions shall be posted before being filled. Each school/department shall report all vacancies to Human Resources. All permanent full-time and part-time positions must be posted for a minimum of five (5) calendar days. All exceptions to the required posting period must be approved by the Chief Human Resources Officer. Vacancy postings shall be internal and external, unless otherwise approved by Human Resources.

All current and new job postings can be received by logging into the KCPS Careers page and signing up for "Job Alerts" with a valid e-mail address. SEIU members and Administrators, who sign up for Job Alerts will receive emails from the District when a new job is posted

**N) ORIENTATIONS**

Each new employee will be offered one (1) hour of paid time to attend a

Union orientation. The Union will post these meeting times and locations before or after the workday on the district website or communicate them through email and building notifications. New employees who attend will fill out an attendance sheet for the Union to submit back to the Directors of their respective divisions. These meeting may be offered at school sites with prior approval if a school site is needed. If an employee is scheduled to work at the same time they attend an orientation meeting, the employees will clock out, and back in at their sites to attend the meetings. The Union will submit the time in attendance for payroll purposes.

## **SECTION II. WORKING CONDITIONS AND RELATED POLICIES**

### **A) PROBATIONARY PERIOD**

New employees, and/or current employees who are promoted to a position with a different job classification will be regarded as probationary employees for the first one hundred twenty (120) calendar days of employment. All such probationary employees may be disciplined or discharged as exclusively determined by KCPS. After one hundred twenty (120) calendar days an employee shall have length of continuous service credited from his/her first date of actual work. For the purposes of this section this excludes in-house hires, rehired laid off employees or transfers to other positions with the same job classification.

### **B) WORKDAY AND WORKWEEK**

1. The regular workday for full time, forty-hour per week members of the Bargaining Unit shall be consistent with the respective job description for each member. This is generally eight and one-half hours, per day, which includes one half hour for lunch. The regular workweek shall be five (5) consecutive eight (8) hour workdays but may be temporarily modified by the immediate supervisor with at least forty-eight (48) hours advance notice. The Union acknowledges and recognizes that not all members of the Unit work forty-hours per week. The regular workday for other members of the Bargaining Unit shall be consistent with the needs of the particular position. When employee's assignment changes, an updated job description with anticipated hours will be provided.
2. Members of the Unit will time-in at the beginning of the workday and time out at the end of the workday. Members of the unit shall further time in and out of each school or facility at which they work.
3. Accurate recording of hours worked is the individual responsibility of each employee. No employee shall allow another employee to record their work hours, or time-in through the use of the time-cards, and both employees involved in such activity may be disciplined, up to and including termination. As with any other document, intentional falsification and improper alteration of timecards is a serious violation, and any employee engaging in such shall face discipline up to and including termination.

4. Members are required to participate in mandatory staff meetings and/or training: Back to School Workshop, Professional Development, and additional training as required by the Kansas City Public Schools, USDA, State or Child Nutrition Services Department. Members may not use PTO on the two (2) specified dates per the Child Nutrition Calendar. If a member would be sick on one of these two (2) dates, a doctor's note would be required in order to apply PTO otherwise failure to report on either of these two (2) days would result in disciplinary action.
5. Managers and designated food service specialists or assistants, as needed, are mandated to report to work on the days scheduled before the basic two hundred two (202) day work calendar begins in order to set up kitchens to be ready for the start of school. These are additional floating days each year.

### **C) EQUIPMENT AND TOOLS TO BE FURNISHED**

1. KCPS shall furnish all equipment necessary for employees to perform their job providing adequate equipment for each work location. All equipment provided by KCPS shall remain the property of KCPS. Equipment requiring scheduled maintenance will be tracked in the KCPS preventative maintenance program and maintenance will be conducted as appropriate. Accountability of equipment checked out to the employee shall be the responsibility of the employee. If the equipment breaks due to ordinary wear and tear it will be replaced by the KCPS manager.
2. In the event an employee is separated from employment with KCPS for any reason, all equipment in the employee's possession shall be returned to KCPS. When an employee fails to return equipment, or returns equipment in a damaged state, ordinary wear and tear excepted, the value of the equipment shall be offset from any payment, including but not limited to separation benefits or final paycheck, which may be due to the employee from KCPS.
3. Individual Employee tool sets – this will be a standardized set of tools provided to each employee. Employees will sign for these tools when tools are issued. The Employer shall provide a secure place at work locations for the tool sets to be kept. The individual employee will be responsible for the appropriate cleaning and care of these tools at all times. Employees shall not be held responsible for basic wear and tear of district tools.
4. All tools, except for the employee's assigned tools, shall be housed in a north and south location and checked out and in to employees via a signature approval for care when needed to complete work assignments. The signature approval process involves two people's signatures for verification of the check in and check out of the equipment and its' condition. Employees will check availability of tools with their supervisor or designated staff before traveling to the tool storage location to avoid loss of work time.
5. Tools and equipment furnished for employees to perform their job will be provided by KCPS. All equipment provided by KCPS shall remain the

property of KCPS and shall not be used for any personal needs or removed from KCPS property. Required scheduled maintenance will be conducted as appropriate. Accountability of equipment checked out to the employee shall be the responsibility of the employee.

6. In the event an employee is separated from employment with KCPS for any reason, all equipment in the employee's possession shall be returned to KCPS. When an employee fails to return equipment, or returns equipment in a damaged state, ordinary wear and tear excepted, the value of the equipment shall be offset from any payment, including but not limited to separation benefits or final paycheck, which may be due to the employee from KCPS.
7. If an employee elects to use personal equipment while working at KCPS, KCPS will not be responsible for the loss, damage, repair or maintenance of that equipment.
8. Employees shall wear/utilize the safety appliances and equipment provided by KCPS when applicable, and failure to do so may result in disciplinary action.

#### **D) OCCUPATIONAL LICENSE AND DRIVER'S INSURABILITY**

Any employee required to drive a KCPS owned/leased vehicle for KCPS on KCPS time for conducting KCPS business shall submit a valid driver's license to Risk Management and the Department of Human Resources as required. Any change in the employee's driver's license status, as well as any moving violation an employee may receive, shall immediately be reported to the employee's supervisor, Risk Management and Department of Human Resources and may result in adverse employment action.

#### **E) BREAKS**

1. Full time employees working seven (7) hours or more shall have two (2), fifteen (15) minute breaks, during the work day, one before lunch and one after lunch. Full time employees working less than 7 hours but more than four (4) hours per day shall have one (1) fifteen (15) minute break. Part-time employees working four (4) hours or more shall have one (1) fifteen (15) minute break. All full-time employees shall have a thirty (30) minute lunch break at the appropriate time. Employees shall not have a break immediately preceding or following his/her lunch period unless approved by supervisor. Employees in the Child Nutrition Program will have their breaks according to scheduled needs. The following parameters also apply to breaks and lunch time.
  - a. Employees are to remain on the campus for all paid breaks.
  - b. Employees may leave campus during the unpaid lunch period.
  - c. Paid breaks will not be used to leave the worksite "early" or report to work "late."
2. These times may be amended in accordance with the particular demands of the department.

**F) SALARY- HOW PAID**

Employees will be paid on the basis of actual hours worked during each pay period, except otherwise provided herein.

**G) OVERTIME PARAMETERS**

1. Overtime How Paid and How Assigned

- a. Overtime hours of work shall be paid at the rate of one and one-half (1-½) times the employee's regular hourly rate. Overtime rates shall only apply after an employee has physically worked forty (40) hours during the work week except as outlined below.
- b. During the 10 calendar days prior to the first day for students, no vacation or PTO time will be approved. If PTO is necessary for medical reasons a medical excuse will be required. If there is an extenuating circumstance necessitating the use of PTO or vacation during these times, an employee may request an exception for leave through the Directors of their divisions.
- c. Any Saturday or Sunday work required during this 10-day time frame before school will be paid time and a half for all hours worked on a Saturday and Sundays in this time period if employees are needed.
- d. Nutrition service employees not already calendared to work their regular assignment could work a second temporary assignment during this time if needed at the summer temporary rate. If working a Saturday or Sunday in this window time and a half would be paid on the summer temporary rate for these employees.
- e. During this time period when overtime is required it shall first be offered to the employees assigned to the building that day. If work is also required at that building on the weekend overtime will be offered to the regular employees of that building and then employees who worked at the site that week by seniority if needed.
- f. If we do not have an adequate work force to complete these overtime assignments in this time frame, the district will declare mandatory overtime.

2. General Overtime

- a. The district will survey employees at the start of the work year and create a voluntary overtime priority list which will be used for first call before distributing overtime by district seniority. If an employee signs up for this voluntary overtime list, he or she may not remove him or herself from the list during the school year and he/she will respond to calls made to their phones. Employees on this list will be called by seniority. The employees on this list will be called through a rotation when possible. Failure to respond to three calls will result in removal from the

list. Employees not on the voluntary overtime list may be called in the event of an emergency in accordance with the mandatory overtime provisions.

- b. Overtime shall be awarded to employees based on building assignment, specialized skills and seniority in the building. -If the overtime is not filled at the building level, then seniority by district will be considered first. In the case staff assigned to a building do not possess the specific skills required for and accept the overtime, then that overtime will be offered KCPS wide by qualifications and seniority once the voluntary overtime list is exhausted.
- c. KCPS shall develop a list of all employees with specializations and seniority dates for supervisors to utilize when awarding seniority.

### 3. Mandatory Overtime

- a. Mandatory overtime will be declared when there is an emergency or area of critical need requiring an immediate response, failure to report to a mandatory overtime assignment may result in an adverse employment action, up to and including, termination.
- b. Mandatory overtime shall first be assigned to the most the qualified person with the least seniority.
- c. Mandatory overtime will be assigned at least 24 hours in advance when possible. Employees who do not accept mandatory overtime assignments may receive disciplinary action.

### 4. Cancellation of Overtime

- a. In the event an employee is assigned overtime prior to the end of such employee's regular shift and the employee reports to the overtime assignment without receiving notification of the cancellation of such assignment more than thirty (30) minutes before the start of the assignment, such employee shall be paid thirty (30) minutes of overtime.
- b. Employees will be paid two (2) hours show up time in the event an off-duty employee is called in or scheduled to work an overtime assignment and the assignment is cancelled without prior notice. Prior to leaving the overtime site a site-based or patrol supervisor must be contacted.

### 5. Minimum Call Back Hours

- a. Any Unit member who is called back to work after being clocked out for at least one hour shall be compensated for a minimum of

two hours.

**H) WINTER BUILDING CHECKS WILL BE OFFERED TO BUILDING STAFF**

1. Winter Building Checks will be offered to building level staff as an additional income option.
2. Each day Winter Building Checks are required assigned staff members will receive a minimum two hours pay guarantee.
3. If building conditions require additional time that time will be approved by the designated supervisor.
4. Winter Building Check time will be paid as straight time in addition to the holiday pay already in place resulting in double time pay.
5. The initial Winter Building Checks will have building checks scheduled every third day.
6. The proposed Winter Building Check schedule may be changed during the Winter Break period based on weather conditions.
7. All efforts will be made to not schedule building checks on Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. Weather conditions may require building checks to be scheduled on these days.
8. A proposed schedule for Winter Building Checks will be provided to staff members during the month of November as part of the assignment process.
9. Additional work time for Winter Building Checks will be offered to staff in the following order.
  - a. Lead Custodian – Based on knowledge of building and building access.
  - b. Maintenance Mechanic – Based on knowledge of building and building access.
  - c. Building Custodians - Based on length of KCPS service.
  - d. Once building winter check positions have been confirmed, no substitutions may be made without supervisor approval.

**I) TRANSFER GUIDELINES**

Whenever possible, members of the SEIU will be notified of changes in their assignments before their assignment begins. Employees who do not receive notification of assignment change should report to their previous assignments.

1. Procedure A – Voluntary Transfer
  - a. An employee in the Bargaining Unit requesting a transfer to a vacant position at another facility or within his/her current department shall file a written request with the Department of Human Resources. Voluntary transfer requests will be kept in an active file for a period of one (1) fiscal year. If the employee's request is denied, the employee may ask for the reasons for the denial.
  - b. Voluntary transfers shall be based upon job skills, professional

- preparation and length of service to KCPS.
- c. In cases where two (2) or more employees, with substantially equal qualifications, have requested transfer for the same position, the transfer will be granted to the employee with the greatest seniority, if the transfer is approved.
2. Procedure B – Involuntary Transfer
    - a. Involuntary transfers will be based on the needs of KCPS. Involuntary transfers will be based on job skills, professional preparation and length of service at KCPS. Bargaining unit employees that are involuntarily transferred shall be provided a copy of the essential job functions by the direct supervisor, if different, for a particular site, and copies will be provided to the department of Human Resources. Before an involuntary transfer occurs, the employee’s immediate supervisor or a Human Resources Administrator shall meet with the employee and inform him/her of the reason(s) for the transfer. An employee may be accompanied by a representative from the Union if requested by the employee. The transfer will be confirmed in writing to the employee.
    - b. A transferred employee shall be given an overview of the job by the supervisor upon reporting for duty. The overview shall be for the purpose of discussing the responsibilities and duties required in the new position.
    - c. The new supervisor shall provide access to all pertinent material and directions to assist the reassigned employee to acquire skills that were not necessary in the former position.
  3. General Provisions
    - a. Employees, who believe a voluntary transfer has been unreasonably denied, or who believe an involuntary transfer is improper, may file a grievance.

**J) UNSAFE OR HAZARDOUS CONDITIONS**

1. Employees shall report unsafe or hazardous conditions to their Building Administrator or immediate supervisor. The concern will be assessed by appropriate KCPS staff to identify the source and/or extent of the condition.
2. Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks that endanger their safety. Once the hazard has been resolved and/or removed, staff is required to return to their normal work assignments.

**K) INCLEMENT WEATHER/EMERGENCY DAYS**

1. SEIU Employees are deemed ESSENTIAL EMPLOYEES, except Child Nutrition Employees, and all such ESSENTIAL SEIU EMPLOYEES, whether less than twelve (12) month employees or twelve (12) month employees, and whether at school sites or non-school sites, that are closed due to inclement weather conditions or emergencies, shall report to work. On the days that schools are closed due to inclement weather or other emergencies, members of the Unit are

deemed ESSENTIAL EMPLOYEES, except Child Nutrition Employees, and all such ESSENTIAL SEIU EMPLOYEES, whether less than twelve (12) month employees or twelve (12) month employees, and whether assigned to school sites or non-school sites, that are closed due to inclement weather conditions or emergencies, shall report to work.

2. For NON-ESSENTIAL CHILD NUTRITION SEIU EMPLOYEES ONLY – In the event school is cancelled after Child Nutrition employees have arrived at their work site and commenced work they shall receive a minimum of two (2) hours show-up pay.
3. Employees who come in early on inclement weather days have the option to work their normal work hours eight (8) hours and go home earlier. If the employee stays to the end of their normal shift, they will earn additional time resulting in Overtime pay for the week if they have more than forty (40) hours worked.
4. If the Superintendent declares an all-district emergency closure in conjunction with a city-wide closure for safety purposes, essential employees who are not on the emergency response team will not report until this designation is lifted.
5. When schools are closed for inclement weather conditions or other emergencies all essential employees shall not be considered tardy within the first two (2) hour window of expected arrival. Employees who arrive late due to weather will still work the total scheduled hours.
6. The district will create an emergency response team and essential employees designated for this team will adhere to the following:  
Each November operations staff will have the opportunity to sign up to be a part of the emergency response team. The emergency response team is a voluntary assignment. Staff signing up to be a member of the emergency response team will be expected to participate in all emergency events for the remainder of the school year. Assignments to the emergency response team the emergency will be based on seniority. If a system failure occurs requiring specialized skills not possessed by members of the emergency response team or added assistance is required, staff members not part of the emergency response team maybe called in to provide required support. Reverse seniority will be utilized for this call-in process.
  - a. All staff members of the emergency response team who are called for duty, will be guaranteed a minimum two hours pay.
  - b. Actual work time for this emergency response team will be determined by the time the employee departs from home and returns home in these extreme weather conditions and be approved by the designated supervisor.
  - c. Emergency response team time will be paid as straight time in addition to the regular or holiday pay already in place resulting in double time pay for the hours worked.

**L) SUMMER SEASONAL EMPLOYMENT FOR NUTRITION SERVICES**

Summer assignments will be assigned as follows:

1. Once summer building locations are determined, the employees at those sites will have the first right of refusal for the job by seniority at that building.
2. Employees at buildings not being utilized for summer school may sign up through the modified HR application process to work in other summer temporary assignments available in the district at the appropriate summer wage for any vacancies not filled and will be assigned according to qualifications and seniority. They will be paid according to the rate of pay for the position assigned.
3. Nutrition services employees who are not hired for summer nutrition services positions, may sign up through the modified HR application process to work in other available summer temporary assignments available in the district at the posted summer rate for the temporary assignment.
4. The provisions of the CBA remain in place throughout the summer for regular KCPS employees who take the summer seasonal positions, however, the use of PTO is not available during this seasonal time. All other parameters of the CBA are available.
5. The provisions of the CBA do not pertain to any temporary staff hired over the summer.

### **SECTION III. GENERAL POLICIES**

#### **A) JOB DESCRIPTION**

1. Every employee shall be provided a copy of his/her job description by the Department of Human Resources upon being hired. The Department of Human Resources will provide information regarding benefits, salary and all other entitlements for the position.
2. The site supervisor will provide site-based training to the employees, including the following:
  - a. A copy of the position functions unique to the site; and
  - b. Building or site manuals, procedures and all other related rules.
3. Individuals transferring to a new site will receive the same information as stated in numbers 1 and 2 above.

#### **B) PERSONNEL RECORDS**

1. A central personnel record shall be kept for each employee of KCPS.
2. Except for confidential reference documents, an employee shall have access to items in his/her own personnel records.
3. A record of employment and termination shall be maintained for all employees, including information deemed essential by the administration.
4. Provisions shall be made to assure privacy of personnel records and to protect the records from examination for other than legitimate purposes.
5. A copy of any disciplinary or evaluative materials during employment by KCPS shall be transmitted to the employee at the time of insertion into the employee's personnel record.

6. Individual Members of the Board shall not have access to an employee's personnel record.

**C) SAFETY PLAN**

Each work site to which members of the Bargaining Unit are regularly assigned shall be provided comprehensive safety and crisis information, as aligned with KCPS's Emergency Preparedness Plan from the site manager.

**D) SENIORITY**

Seniority shall be defined as the number of consecutive days of employment with KCPS. Such days shall include authorized absences. If an employee passes their probationary date their Seniority will be retroactive to their first date of employment.

**E) LAYOFF – RECALL**

When it is necessary to place Unit employees on an unrequested leave of absence, the following criteria shall apply:

1. When the Superintendent determines that layoffs (unrequested leaves of absence) of employees in the Bargaining Unit are necessary, the criteria for selecting those employees to be laid off shall be based on quality of prior service, professional preparation, including specialized training, and length of service to KCPS.
2. Employees in good standing and qualified shall be placed on leave on the basis of length of service with KCPS. Where years of service are equal, the employee with superior professional preparation shall be retained. Each laid off employee shall be placed on a recall list for a period of one (1) year for permanent openings. The following conditions shall apply:
  - a. A laid off employee shall be given the first opportunity based on seniority to fill permanent openings in the classification from which he/she was laid off or in any equal or lower classification in his/her bargaining unit.
  - b. If any employee has accepted employment in a permanent opening in his/her classification within the one (1) year period, he/she shall be removed from the recall hiring list. The employee shall retain his/her original seniority date.
  - c. Recall shall be in reverse order of layoff. Employees who are sent notices of recall, via certified mail, and fail to respond for a period of ten (10) calendar days shall be considered to have voluntarily resigned. Any employee not recalled within one (1) year shall be considered finally terminated.
  - d. In the event of a layoff, employees will be given a sixty (60) day layoff notice.

**F) EMPLOYEE EVALUATION**

1. All formal evaluations shall be reduced to writing. Such evaluation shall be discussed with the employee before it is inserted in his/her permanent file

and a copy will be delivered to the employee at the time of such discussion. All evaluations should be performed and discussed with the employee by supervisory management personnel.

2. All employees must sign their evaluations to indicate they have seen them and received a copy. Signature indicates receipt, not agreement with the evaluation.
3. If the employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.

#### **G) EMPLOYEE DISCIPLINE**

1. The right of management to reprimand employees shall not be abrogated. However, criticisms or reprimands shall be handled in a private and professional manner in a reasonable time frame of the alleged concern. Investigations leading to discipline should be started within fifteen (15) days of the alleged incident being reported to the Department of Human Resources.
2. A copy of any disciplinary material which relates to activities while employed by KCPS that is placed in an employee's permanent personnel file shall be given to the employee at the time of insertion to the permanent personnel file.
3. Upon the request of an employee or a recognized representative of SEIU and with the written permission of the employee involved, said employee or representative will meet with a representative of the Department of Human Resources and review the employee's folder.
4. Before any letter of concern, or more serious action is taken, that may reasonably lead to discipline is placed in an employee's permanent file, the employee shall first receive a copy of the letter and be given an opportunity to discuss its contents with his/her supervisor, or a Human Resources representative. The Employee shall be accompanied by a representative of the Union if requested by employee. However, arrangements for the presence of a representative shall not unreasonably delay the contemplated disciplinary action. Administration shall not be obligated to postpone the meeting for more than forty-eight (48) hours if the employee's representative is unable to meet.
5. When an employee is requested by KCPS administration to meet, the employee will be informed as to the nature and topic of the meeting. If the meeting is related to a potential disciplinary-issue for the employee, the employee will be informed the meeting may result in disciplinary action and the employee may request to bring a Union representative.
6. Written reprimands, or letters of concern shall not be delivered by electronic mail and shall allow for the supervisor's and the employee's original signature. Employees shall sign where indicated to acknowledge receipt only, and not agreement with the written reprimand or concern.
7. Any record adverse to the interest of an employee placed in an employee's personnel file shall be removed immediately from such file if, as the result

of the grievance procedure, it is demonstrated that the adverse record should not have been placed in the employee's personnel file.

8. Employer will consider the age and relevance of prior disciplinary information when making an employment decision. Infractions which are over three years old may not necessarily lead to an increased level of disciplinary response.
9. Progressive Discipline –
  - a. The following steps shall be followed in disciplinary matters:
    - i. Verbal Conversation
    - ii. Letter of concern
    - iii. Letter of Reprimand
    - iv. Letter of Final Reprimand
    - v. Termination
  - b. All performance management steps beyond verbal conversations should be submitted to the Department of Human Resources before being administered.
  - c. Management always reserves the right to skip steps, depending on the severity of the issue or behavior.
  - d. All performance documentation should be submitted to the Department of Human Resources within one (1) business day after administration.
  - e. Displacement of employees shall be approved by the Director of Human Resources.

#### **H) EMPLOYEE DRESS-UNIFORMS**

1. All Bargaining Unit employees will wear KCPS approved uniforms. KCPS will furnish shirt uniforms appropriate for the position. Employees will provide their own clothing other than the shirts described herein. Employees may purchase additional uniforms from KCPS.
2. Replacement uniforms will be approved, as necessary, by the Food Service, Facilities, and Operations Directors.
3. KCPS and the SEIU agree to form a joint committee to review the required attire for Operations.

#### **I) FREEDOM OF SPEECH**

1. Employees in the Unit do not give up their Constitutional rights during work hours. These Constitutional rights are not absolute, however, for they must be exercised with regard to any effect on pupils, the level of community tolerance and any applicable legal sanctions. Employees should exercise their right of free speech in such a manner as to provide a positive and wholesome model for pupils to imitate.
2. KCPS and the SEIU agree that the use of profanity, racial epithets and harassing or discriminatory comments shall not be tolerated by anyone in KCPS schools including: Administration, staff, students and visitors.

J) **EMPLOYEE MEETINGS**

Subject to notification of no less than twenty-four (24) hours to the building principal, employees may schedule meetings with other building staff and/or SEIU representatives in the buildings to which they are assigned, provided that such meetings shall not be held before 6:30 am or later than 5:30 pm and are subject to previously scheduled school or professional activities. All other building usage by employees shall be subject to Board Policy relating to use of KCPS property by members of the public.

**SECTION IV. PRE-GRIEVANCE and GRIEVANCE PROCEDURE**

**A. GRIEVANCE PROCEDURE**

**1. Declaration of Purpose**

- a. Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the District and its professional staff is essential to the operation of schools, it is the purpose of this grievance procedure to secure, at the lowest possible administrative level, resolution of filed grievances of employees in the Unit represented by the Service Employees International Union (SEIU). In furtherance of this purpose, no employee shall be disciplined except for just cause, and no employee shall be discharged except for just cause.
- b. When the Administration has a need to meet with the employee, the employee will be given specific reasons for the meeting, and if the need for the meeting is disciplinary or may lead to discipline, the employee will be given the opportunity to arrange for representation by SEIU prior to the start of the meeting. Administration shall not be obligated to postpone the meeting for more than 48 hours if the employee' representative is unable to meet. Representation is limited to a member of the SEIU, and does not include legal representation prior to the filing of a formal grievance.

**2. Definitions**

- a. A "grievance" is an alleged violation or claimed misinterpretation or claimed misapplication of the express terms and conditions of this Collective Bargaining Agreement, a KCPS Administrative or KCPS Board Policy directly related to working conditions of employees in the bargaining unit
- b. A "class grievance" is an alleged violation or claimed misapplication of the express terms and conditions of this Collective Bargaining Agreement, a KCPS Administrative or KCPS Board Policy directly related to working conditions of employees in the bargaining unit filed by a group of employees in the bargaining unit or the Union on behalf of a group of employees in the bargaining unit Every effort will be made to identify all members of the class no later than the date of the Step Two hearing.
- c. "Grievant" shall mean an individual member of the bargaining unit or a group of members of the bargaining unit, or the Union when filing on behalf

of a group of employees in the unit, who file a grievance as described in paragraph two (2) immediately above.

- d. The term “step” refers to the separate and distinct procedures to be followed in the processing of grievances.
- e. “Union” shall mean the Service Employees International Union (SEIU)
- f. “KCPS” shall mean Kansas City Public Schools.
- g. “Termination” shall mean the termination of bargaining unit staff. Termination of bargaining unit staff shall follow state law.
- h. “Hearing Officer” shall mean the individual charged with the duty of rendering decisions at a designated step of the grievance procedure.

### **3. Procedures and Timelines**

- a. Details of grievance proceedings shall be kept confidential, unless otherwise required by legal process.
- b. Where new, relevant information becomes known after the grievance has been filed and subsequent to any step in the grievance procedure, the grievance shall revert to the preceding step where such information would have been relevant, had it been known. The Union and KCPS shall use good faith best efforts to agree to which step the grievance shall revert. Failure to agree will result in the grievance reverting to the step immediately prior to the step then pending when the information became known. The new information shall be presented at that previous step, and the grievance shall proceed thereafter in accordance with the regular procedures as if that step had not been taken previously.
- c. Except for decisions rendered during the informal pre-grievance resolution process, all decisions shall be rendered in writing at each step of the grievance procedure and transmitted to the Union and the Grievant.
- d. At any step, upon request, the grievant may be accompanied by a Union representative.
- e. All grievances shall be in writing and shall include the following:
  - i. Name and location of the employee or group of employees involved.
  - ii. Identification of the specific CBA section, Board Policy section, or Administrative Policy section directly related to working conditions alleged to have been violated or misinterpreted.
  - iii. Statement of Grievance A complete statement of the alleged grievance outlining what has occurred.
  - iv. Specific relief requested.
  - v. Time limits specified in the procedure may be changed by mutual agreement between the Grievant and the Administrator appointed to hear the grievance and the Chief of Human Resources (or designee). In the event of an approved absence of a Grievant or the Administrator, time limits shall be temporarily suspended.
  - vi. The Union shall receive copies of all filed grievances and written responses by Administration provided the Grievant is a member of the Union. If the Grievant is not a member of the Union, such copies shall only be provided upon KCPS receiving written authorization

- from the Grievant. The Chief of Human Resources (or designee) shall be provided with a copy of all filed grievances and written responses no later than the time such are provided to the Union.
- vii. The Union and KCPS agree to facilitate any investigations which may be required and to make available any and all non-privileged, non-confidential material and otherwise relevant documents, communications and records concerning the grievance to the other party.
  - viii. The Union and KCPS shall have the right at all steps of a grievance proceeding to confront and cross-examine all witnesses.
  - ix. Grievances arising from the action of an official, other than the immediate supervisor of the employee, can be initiated at Step Two by filing a grievance with the Chief of Human Resources (or designee).
  - x. After any grievance proceeding has reached Step Two, any party shall have the right, at his/her own expense, to retain legal representation and/or stenographic services.
  - xi. Any hearing pursuant to this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present to attend. Representatives so designated may investigate, discuss and present a grievance of an employee or employees during regular work hours. Time spent in handling a grievance shall not be unreasonable or excessive. The authorized majority representative of the Union or the Grievant representative, shall not be coerced, or interfered with during the performance of his/her duties of investigating and representing the Grievant. There will be no retaliation against any employee(s) who file a grievance.
  - xii. Resorting to the grievance procedure shall not constitute an election of remedies by an employee, but, if appropriate and after exhausting the grievance procedure, an employee shall have the right to pursue any legal remedies which he/she might otherwise possess.
  - xiii. Discrimination and harassment complaints shall be reported pursuant to Board Policy and/or Administrative Policy. Unless otherwise agreed to by the parties, any settlement documents, orders and monetary payments resulting from any step of the grievance process shall be satisfied within forty (40) calendar days from the date of the award. And employee has a right to pursue any and all courses of action he or she believes exist in a court of law; filing a grievance does not preclude an employee from pursuing legal action. If an employee files a complaint (or petition) in state or federal court or with any administrative agency (such as, but not limited to, EEOC, MCHR or KCHRC), the grievance procedure for that grievance shall be immediately suspended until the legal proceeding is completed or dismissed, and any further grievances to which the employee wishes to file may be filed with the Chief of Human

Resources (or designee), but shall be stayed immediately after the filing until the original grievance has been decided or disposed, regardless of whether or not the two grievances concern the same or similar section of the Collective Bargaining Agreement, classified section of Board Policy or classified section of Administrative Policy alleged to have been violated, misapplied or misinterpreted.

- xiv. If an employee is successful in his or her grievance appeal and is awarded monetary relief, KCPS shall not be responsible for back-pay and benefits for any days that a claim, filed by the grievant, was also pending in a court of law or administrative agency that caused the grievance process to be delayed.
- xv. The timelines contained herein will be strictly enforced. The party that fails to follow the timeline guidelines will automatically lose the grievance, unless the parties have agreed in writing to modify any applicable timelines.
- xvi. Step 6 (arbitration) shall only be available for the following grievance categories:
  - (1) Nonpayment for services rendered
  - (2) Termination
  - (3) Class action grievance
  - (4) Demotions

#### **4. Pre-Grievance Procedure**

- 1. Prior to filing a first step grievance the employee shall request an informal conference with the individual Supervisor/Administrator allegedly violating, misapplying or misinterpreting the CBA, Board Policy, or Administrative Policy directly related to working conditions within five (5) working days of the issue being known giving rise to the grievance.
- 2. Upon such notice, the individual Supervisor/Administrator shall schedule a meeting within three (3) working days with the employee and his/her representative in an effort to resolve the matter informally.
- 3. By agreement of the employee and/or his/her representative and the individual Supervisor/Administrator, such meeting time may be extended by agreement of the parties, not to exceed a total of ten (10) working days. This process shall constitute the informal pre-grievance resolution process.
- 4. If such pre-grievance resolution efforts are not successful, the Grievant and/or his/her representative may, within five (5) working days of receiving notice that the informal efforts were unsuccessful, initiate a formal grievance starting at Step One.

#### **5. Steps of the Grievance Procedure**

##### **a. Step One – Immediate Supervisor**

- i. Within five (5) working days after the grievant receives a response to the required pre-grievance informal resolution process, the Grievant or the Union shall state the grievance in writing on the approved “Employee Grievance Form” and file same with the

- individual supervisor and the Chief of Human Resources (or designee).
- ii. Within five (5) working days after receiving the written “Employee Grievance Form,” the individual Supervisor/Administrator shall hold a meeting with the Grievant and his/her representative.
  - iii. Within five (5) working days after the meeting, the Supervisor/Administrator shall communicate his/her response in writing on the “Employee’s Grievance Form” to the Grievant, representative and Chief of Human Resources (or designee).
- b. **Step Two – Human Resources**
- i. If the grievance is not resolved to the Grievant’s satisfaction at Step One, the grievant may appeal to Step Two by filing the “Employee Grievance Form” with the Chief of Human Resources (or designee) within ten (10) working days of receipt of the individual Supervisor’s/Administrator’s decision.
  - ii. The Chief of Human Resources (or designee) will review the grievance. The Chief of Human Resources (or designee) will rule on the grievance in writing within ten (10) working days of the filing of the individual Supervisor’s/Administrator’s decision.
  - iii. If the Chief of Human Resources (or designee) does not rule in favor of the Grievant or to the Grievant’s satisfaction, the grievance may be appealed to Step Three or to Step Four if Step 3 is waived as provided herein.
- c. **Step Three – Grievance Mediation**
- i. Within ten (10) working days of receiving the grievance decision of the Chief of Human Resources (or designee), either party may request mediation, per the guidelines of the Federal Mediation and Conciliation Services (FMCS). In the event that neither party requests mediation within ten (10) working days, Step Three shall be deemed waived and the process shall immediately go to Step Four.
  - ii. If the grievance is not resolved through the grievance mediation, the grievant may within ten (10) working days after the conclusion of the grievance mediation, appeal to Step Four (Hearing Officer).
- d. **Step Four – Hearing Officer**
- i. If the grievance is not resolved at Step Three, or if Step Three is waived, the Grievant and/or his/her representative may appeal to Step Four by filing the “Employee Grievance Form” with the Chief Legal Counsel (or designee) and the Chief of Human Resources (or designee) within ten (10) working days of receipt of the decision or waiver of Step Three.
  - ii. Within fourteen (14) calendar days of receiving the Step Four appeal, or such later time as agreed to by the parties or required/requested by the Hearing Officer, the designated Hearing Officer shall hold a hearing with the Grievant, his/her representative and the Administration. Grievant and/or the Administration may or

may not be represented by legal counsel, at their individual discretion, at the Step Four hearing.

- iii. Within ten (10) working days after the hearing, or such later time as required by the Hearing Officer, the designated Hearing Officer shall provide his/her decision in writing on the "Employee Grievance Form" to the Grievant, the Union, Chief Legal Counsel (or designee) and Chief of Human Resources (or designee).

e. **Step Five– Superintendent Review**

- i. Within twenty (20) working days of receiving the decision of the Hearing Officer as described in Step Four, the Grievant, his/her representative or the Chief of Human Resources may appeal to Step Five.
- ii. No less than fifteen (15) working days from receipt of Step Five Appeal, the Superintendent (or Cabinet member designee) shall review the documentation and written position statements from both parties, will consult with the appropriate Union representative and Administration representative, and shall issue a decision within ten (10) working days following said consultations. Such consultation by the Superintendent may be held jointly and/or separately.
- iii. The Chief of Human Resources and the Grievant/Union may develop additional timelines/guidelines for the orderly submission of such documentation and written position statements hereafter.
- iv. The decision of the Superintendent or designated Cabinet Member shall be final, unless the grievance moves to Step 6. (In no event, shall the step five decision preclude the Grievant/Union from pursuing legal action for any such alleged violation, misapplication or misinterpretation of the CBA, classified section of the KCPS Board Policy or classified section of KCPS Administrative Policy directly related to working conditions.

f. **Step Six-**

- i. This step shall only be available for the following grievance categories:
  - 1. Nonpayment for services rendered
  - 2. Termination
  - 3. Class action grievance
  - 4. Demotions
- ii. Within twenty (20) working days of the conclusion of the Superintendent's review, the Grievant, the Union or KCPS may file a demand for arbitration provided the grievance is for non-payment of services, termination, a Class Action Grievance, and/or demotion.
- iii. In the event that the Grievant, the Union and/or KCPS makes a demand for arbitration, the Grievant, the Union and KCPS, through their respective representatives shall attempt to select an arbitrator within twenty (20) working days of the appeal. In the event that the parties are unable to mutually agree, they shall make mutual

- application to the Federal Mediation and Conciliation Services for a panel of seven (7) arbitrators.
- iv. Within ten (10) working days of receiving the list of seven (7) arbitrators, the parties will, absent mutual agreement, alternately, beginning with KCPS, strike names from the list until the final name is reached. Thereafter, the arbitrator shall be notified of his/her selection by either party or jointly.
  - v. Within ten (10) working days of the appointment of the arbitrator by the FMCS, the date of the arbitration hearing will be selected.
  - vi. The arbitrator shall have no power to add to, delete from, or modify the terms of the negotiated Agreement.
  - vii. Each party shall bear the full cost of its representation in the arbitration process. Neither party will be permitted to present in the arbitration any grounds or evidence which has not been previously disclosed to the other party, absent unforeseen circumstances, such as surprise or other revelation of facts that were beyond the good faith knowledge of either party, until such time as the discovery of said information.
  - viii. The decision of the arbitrator shall be final and binding on the Grievant, the Union and KCPS, and shall be enforceable in the Circuit Court of Jackson County.
  - ix. Each party shall bear its/her/his own full cost of representation in the arbitration proceeding. The cost of the arbitrator will be divided equally between the parties.

## **SECTION V. ABSENCES, LEAVES AND HOLIDAYS**

### **A) PAID TIME OFF**

Attendance at work is critical to our mission. PTO is not a benefit created to generate time off from work. It is a benefit to protect our employees when circumstances are beyond the employee's control. KCPS values the commitment employees make to the students of KCPS because we all know how important every school day is to a student's future.

1. PTO is monitored on a regular basis.
2. When it is necessary for an employee in the Classified Unit to be absent, except in emergency situations, the employee will notify the principal/supervisor at least seventy-two (72) hours before he/she is to be absent by completing a PTO form. In emergency unforeseen situations, the employee shall notify the principal/supervisor by 6:00 a.m. of the day the employee is to be gone by contacting the principal/supervisor. If an emergency occurs during the workday or the morning before the workday, the employee contacts the principal/supervisor to report the absence. The employee will be required to fully complete the form upon return.
3. Each employee in the Classified Unit shall be given three (3) PTO days at the beginning of the school year and shall then earn one (1) day per month for each month worked.

4. These PTO days will be preloaded at the beginning of the school year. If an employee separates from KCPS early and if they have used more than earned, the days will revert to "No Pay" and be deducted from the final calculation of pay owed.
5. PTO that is used for personal business is intended to cover matters that the employee could not schedule at another time. Examples: Closing on a home, flooding of a basement, house fire, need to meet with an attorney, enrolling in graduate school, taking your child to a college visit, attending your child's performance at a play during the school day, etc.
6. PTO days not used by the end of the current school year will accumulate each year.
7. PTO to which an employee becomes entitled but does not use during each school year shall accumulate to the maximum identified in Section VI (B) in the certified CBA for purposes of computation of the formula for compensation upon separation from employment with the KCPS and/or time of.
8. Paid Time Off (PTO) may be used in hourly increments, but can only be used for:
  - a. Illness and medical conditions,
  - b. Bereavement day, not covered by Bereavement Policy,
  - c. Religious holiday,
  - d. FMLA leave, and
  - e. Short-term personal business.
9. PTO is not intended for:
  - a. Vacation leave
  - b. To facilitate other employment opportunities
  - c. Mission trips
  - d. Just taking the day off
10. Other guidelines for PTO use
  - a. PTO cannot be used on the first or last day of school unless the employee is ill, in which case a doctor's excuse may be requested.
  - b. PTO cannot be used on the day before or after a school holiday unless the employee is ill, in which case a doctor's excuse may be requested.
  - c. If an employee misses any of the above black out days for reasons not related to illness or an approved emergency, the employee will not be paid for the day. Disciplinary action may follow for failure to report for work.
  - d. PTO days may not be retroactively designated, unless the conditions for an emergency are met.
  - e. PTO days are subject to exhaustion as part of FMLA leave.
11. Emergencies/Extenuating Circumstances
  - a. If there are extenuating circumstances necessitating an absence on any of these specific black out days which is not due to illness, the employee will be required to put the request in writing to the attention of the employee's supervisor.

- b. If an emergency arises necessitating the use of PTO which could not be foreseen, the employee may request use of PTO through Human Resources.
- 12. Employee is required to complete and submit a PTO form identifying whether the absence was for PTO, Bereavement, District PD, Out-of-District PD, or Other (i.e. jury duty).
- 13. An employee may be required to provide a doctor's certificate or other documentation to the principal or building administrator(s):
  - a. If he or she is absent more than three (3) consecutive days for personal illness or injury; or
  - b. In the event that misuse of PTO days is reasonably suspected.
- 14. Failure to provide requested confirmation of illness may result in non-certification of time for duration of absence and/or disciplinary action, up to and including termination, unauthorized absence.
- 15. Management shall not inquire as to an employee's use of PTO unless there is a violation of Section V.

#### **B) BEREAVEMENT**

- 1. In the event of a death of either an immediate family member or a person who was a close non-family member to a regular she/he shall be granted a leave of absence with pay and without loss of time up to three (3) regularly scheduled days within a two (2) week period.
- 2. Each employee shall be allowed to use an additional two (2) days PTO or vacation allowance or, if the employee has no remaining PTO or vacation allowance, the employee may take an unpaid leave of absence for such two (2) additional days.
- 3. In the event of a death of a person who is close to the employee, leave may be requested and approved by management, if operationally feasible. The employee must use PTO, vacation, holiday, or unpaid time for such approved leave.
- 4. In the event of the death of an immediate family member of an employee, if the above bereavement leave provisions are not adequate, the employee may request additional leave through the Department of Human Resources, and in consultation with the supervisor, may allow such additional leave if such leave is operationally feasible. The employee must use PTO, vacation, holiday, or unpaid time for such additional leave if granted.
- 5. For purposes of the Bereavement Policy,
  - a. "Immediate family member" is defined as a son, daughter, spouse, parent, grandparent, sister, brother, grandchild or anyone of the same relationship by marriage.
  - b. "Close non-family member" is defined on a case-by-case analysis of a legally undefined relationship between the employee and the decedent.
- 6. Paid bereavement leave shall not count as hours worked in determining eligibility for weekly overtime or consecutive days pay.

7. The District reserves the right to require supporting documentation (e.g., death certificate, obituary, or documentation from the funeral home).

**C) OTHER NON-HEALTH RELATED ABSENCES**

1. JURY SERVICE: All school personnel will be awarded full pay during the period of jury service under the following conditions:
  - a. Such employee shall turn in the jury summons, or a copy of the summons, to the building administrator prior to any absence for service;
  - b. Such employee shall turn in a certification of completion as verification of serving jury duty to his/ her supervisor upon his/her return; and
  - c. For jury service, there shall not be a charge against the employee's benefit days.

**D) PROFESSIONAL ACTIVITIES**

The Superintendent may recommend to the Board that employees be authorized to attend meetings in the interest of KCPS, without pay deductions and with expenses paid by KCPS according to the established allowance. The number of such absences by one staff member is a value judgment on the part of the Superintendent. The total cost of such leaves is subject to budget limitations for employing substitutes and reimbursement for travel, meals and lodging.

**E) EXCUSED ABSENCES FOR EMPLOYEES FOR THEIR CHILD'S PARENT/TEACHER CONFERENCES**

Employees will be allowed up to two (2) hours per semester without loss of pay or use of a benefit day to attend parent-teacher conferences for biological and/or adopted children or children in the employee's custody or control under the following conditions:

- a. The time can be taken when employees are required to work during KCPS's Parent- Teacher Conferences.
- b. The time for meeting with a teacher or attending a parent-teacher conference is approved, in writing, at least five (5) days in advance, when possible by the employee's immediate supervisor.
- c. The employee provides a written statement, to the employee's immediate supervisor, confirming attendance at a parent-teacher conference or meeting with his/her child's teacher, upon returning to his/her work assignment.

**F) LEAVE WITHOUT PAY**

1. Extended Leave for Up To One Year
  - a. Health Leave
    - i. An employee with a minimum of five (5) years of continuance service who has exhausted all current and

accumulated days of sick leave allowance, and who has exhausted leave available pursuant to the Family Medical Leave Act, who presents a request supported by a doctor's statement that he/she is unable to return to work for medical reasons, may be placed by administrative action on extended health leave as required up to the remainder of a current semester.

2. By approval of the Board, the health leave may be extended for up to one (1) year upon written request of the employee and the submission of a doctor's statement that the employee continues to be unable to resume normal duties. The doctor's statement shall include an estimate of the anticipated duration of the leave.
3. A person on health leave granted by the Board, who requests reinstatement, shall provide certification by a doctor that the person's health will permit a return to full duty.
4. Return from an extended leave shall be to an equivalent position.

**G) PAID HOLIDAYS - Operations Division**

1. Holidays for less than twelve month employees shall be (8 or 9 days depending on h):
  - a. Labor Day
  - b. Thanksgiving Day
  - c. Friday after Thanksgiving
  - d. December 25 and January 1
  - e. Martin Luther King, Jr. Day
  - f. Presidents' Day
  - g. Spring Holiday (This is a one-day Holiday each year.)
  - h. Memorial Day (if the employee is scheduled to work the following day) If school ends before Memorial Day and the employee is not requested to return to the work site the day after Memorial Day, this holiday will not be paid.
2. Holidays for twelve (12) month personnel shall be (10 base days and additional days as designated for Winter Break by the Board which vary every year):
  - a. July 4<sup>th</sup>
  - b. Labor Day
  - c. Thanksgiving Day
  - d. Friday after Thanksgiving
  - e. Dec 25<sup>th</sup>, January 1 and Winter Break as designated by the Board
  - f. Martin Luther King, Jr. Day
  - g. Presidents' Day
  - h. Spring Holiday (This is a one- day Holiday each year.)
  - i. Memorial Day

**H) PAID HOLIDAYS - Nutrition Services Division**

1. Holidays for less than twelve (12) month employees shall be (8 or 9 days

depending on h):

- a. Labor Day
  - b. Thanksgiving Day
  - c. Friday after Thanksgiving
  - d. December 25, January 1 and Winter Break as designated by the Board however not to exceed ten (10) days total.
  - e. Martin Luther King, Jr. Day
  - f. Presidents' Day
  - g. Spring Break as designated by the Board however not to exceed 4 paid days.
  - h. Spring Holiday (This is a one-day Holiday each year.) When the Spring Break and Spring Holiday fall in the same week the maximum number of paid days will be five (5).
  - i. Memorial Day (if the employee is scheduled to work the following day). The Memorial Day holiday will not be paid if the school year for students ends before this date and the employee is not requested to work the day after the Memorial Day.
2. Holidays for twelve (12) month personnel shall be ((ten)10 base days and additional days as designated by the Board for Winter Break which vary every year.):
- a. July 4<sup>th</sup>
  - b. Labor Day
  - c. Thanksgiving Day
  - d. Friday after Thanksgiving
  - e. Dec 25<sup>th</sup> and January 1 and Winter Break as designated by the Board
  - f. Martin Luther King, Jr. Day
  - g. Presidents' Day
  - h. Spring Holiday (This is a one-day Holiday each year.)
  - i. Memorial Day

**I) PAID HOLIDAYS - Part Time Employees in Operations and Nutrition Services**

- a. All part time employees will receive a pro-rata share of paid holiday time for hours he/she are scheduled to work on the holiday according to the above provisions of their employment as either less than twelve (12) month employees or twelve (12) month employees. (This will go into effect after the agreement is ratified and will not be retroactive)

**J) TEMPORARY EMPLOYMENT**

Paid holidays do not apply to temporary employees. This includes anyone designated as a sub employee.

**K) HOLIDAYS: GENERAL REGULATIONS**

1. When a holiday falls on a Saturday, it will be observed on the Friday preceding; and when the holiday falls on Sunday, it shall be observed on

- the Monday following.
2. Except when otherwise approved for holiday pay, the employee must work the last scheduled day before the holiday and the next scheduled day after the holiday or use an approved PTO day. If these provisions are not fulfilled, holiday pay will not be paid.

## **SECTION VI. BENEFITS, RETIREMENT, SALARIES AND TRAVEL**

### **A) BENEFITS**

#### **1. Insurance Products**

##### **a. Hospitalization, Dental and Life Benefits**

- i. KCPS shall make available hospitalization, dental, and life insurance to eligible employees. The employee shall select an insurance plan from options provided by KCPS.
- ii. KCPS agrees to make a contribution in the amount of seven hundred fifty (\$750) per month effective 1/1/2018 through 12/31/2018 toward the premiums for health and dental insurance. The district will provide life insurance for each employee. Should the amount of money provided by KCPS not fully cover the insurance premium of the medical and dental plans selected by the employee, the employee will be required to pay the premium difference. Payment of the premium difference will be through payroll deduction. If the employee selects a medical plan which costs less than the seven hundred twenty, and three cents (\$720.03), the difference between the premium and the seven hundred twenty, and three cents (\$720.03) will be deposited to a Health Savings Account (H.S.A.) for the employee.

##### **b) Supplemental (Voluntary) Products**

- i. Supplemental voluntary products will be reviewed by the Employee Insurance Committee. Recommendations for specific products will be made to the Superintendent.
- ii. Any supplemental (voluntary) products shall be at the sole cost of the employee and KCPS shall have no obligation to make such supplemental and voluntary products available, but if made available any amount not expended pursuant to A) 1) a) (2), shall be available for use by the employee for the purchase of supplemental (voluntary) products.

### **B) Accumulated Days – Payout Formula**

- 1) Upon separation from KCPS, employees in the Unit shall be issued payment for all earned, but unused PTO time computed at their current rate of compensation according to the following formula, provided the same is permitted by applicable law:

- (a) Accumulated PTO shall not exceed two hundred (200) days when computing final payment upon separation from KCPS.
- (b) Employees shall receive three percent (3%) credit for each year of

- service, from their most recent employment date at KCPS up to a maximum of twenty-five (25) years or seventy-five percent (75%).
- (c) The employee's current daily rates of pay shall be used to compute the accumulated payout.
- (d) Accumulated pay shall be computed using this formula:
- i. Years of service, from the most recent appointment date at KCPS (maximum of 25), times three percent (3%) seventy-five (maximum of 75%), times the number of accumulated days, times the employee's current daily rate of pay.
  - i. A minimum of seven (7) months' service during a fiscal year shall constitute one (1) year of service.
  - ii. Payment to employees for accumulated leave shall be funded in keeping with the current funding formula. SEIU will be provided with a copy of any audit or analysis of the severance pay/accumulated PTO program as is maintained in the normal course of business.

### **C) DISTRIBUTION OF SALARY**

1. Direct deposit shall be required of all employees.
2. The parties agree that employees will have their net salaries and accounts payable disbursements directly transferred to their personal bank account through electronic funds transfers or credited to a pay card with the District's current card provider, at no cost to the employee.
3. KCPS will make every effort to initiate the appropriate payroll disbursement files to assure credit to employee accounts on payday. Employees are responsible for advising the treasury department of their banking account changes in order to assure proper and timely credit of their deposits.
4. KCPS will provide computer access and appropriate log on abilities to each employee creating 24/7 access to current and previous payroll advices, W-2s and other pertinent payroll information. Access to this information will remain available indefinitely after an employee leaves the District.
5. KCPS will notify employees of accounts payable reimbursements through email, sharing the amount and purpose of reimbursement as well as the expected date the reimbursement will be available in their bank account or on their pay card.
6. KCPS will provide helpdesk support including a phone number for technical support, for employees who need assistance accessing their online payroll information. Employees can call or visit the helpdesk during business hours which may include evening and weekend hours. The number for the help desk is currently 816-418-7888. This number is subject to change however the updated number if applicable can always be found on the home KCPS web page.

### **D) DEDUCTION OF DUES FOR MEMBERSHIP IN SEIU**

1. Deduction of dues for membership in SEIU shall be allowed subject to the

following conditions:

- a. Each authorization for dues deduction shall be in writing and signed by the employee. No later than Dec. 1<sup>st</sup>, the district will receive the dues amounts for the next calendar year.
- b. An authorization to begin dues deduction shall be received in the Payroll Department at least thirty (30) days prior to the date of the first deduction.
- c. Employees shall request and voluntarily authorize KCPS to deduct from their earnings and to pay over to SEIU an amount equal to the regular monthly dues uniformly applicable to members of SEIU. This authorization shall remain in effect and shall be irrevocable unless the employee revokes the authorization by sending written notice to both the employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of a signed union authorization card or the date of termination of the applicable contract between the employer and the Union, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless the employee revokes it in writing during the window period.
- d. No more than one deduction of dues for organization membership shall be made for any employee.
- e. No deductions of dues shall be made until:
  - Formal application for dues deduction has been filed by the organization.
  - The organization has submitted a minimum of one hundred (100) individual authorizations or a number of authorizations equal to ten percent (10%) of the people eligible for membership, whichever is greater or approved by the Board.
  - The organization executes an agreement, satisfactory to KCPS, to hold KCPS and the Board and its agents and employees, harmless for the consequences of deducting such membership dues.
- f. Membership dues shall be forwarded to the appropriate employee organization within ten (10) days after deduction in a common, electronically available format specified by the Union.
- g. Employees must contact SEIU prior to contacting the Payroll Department to cancel their membership dues and the deduction for same.

**E) EMPLOYEE'S SPECIAL DEDUCTION:**

1. Employees may volunteer to have a sum deducted from each paycheck to be used by SEIU (COPE) for reasons which it may specify if the following criteria are met:
  - a. At least twenty-five (25) persons voluntarily request such a deduction.
  - b. The deduction request is on a form supplied by KCPS.

- c. The deduction must be separate from regular dues deduction.
- d. Such deducted amounts will be forwarded to SEIU within ten (10) days after deduction.

**G) TUITION WAIVER**

- 1. Tuition will be waived for all Bargaining Unit employees for any job-related course offered by KCPS, such as night adult education or vocational education courses with prior written approval of the employee's supervisor and the Director of the Department of Human Resources.

**H) Tuition Reimbursement:**

- a. Employees must receive prior written authorization from a cabinet level administrator and the Director of Human Resources in order to be eligible for tuition reimbursement. The Director must respond to the request within fourteen (14) days. Tuition for job related courses, as determined by KCPS, in which the employee attains a grade of B or better shall be reimbursed at one hundred percent (100%) of tuition incurred by the employee. Tuition for courses in which the employee attains a grade of C, or "pass" in a non-letter grade course shall be reimbursed at fifty percent (50%) of tuition incurred by the employee. Employees who receive tuition reimbursement agree to remain employed for a period of not less than two (2) years beyond the completion of the course, unless the employee is terminated by KCPS before the expiration of the two-year period, Employees who fail to remain employed for the two-year period will be required to reimburse KCPS for all sums paid by KCPS as tuition reimbursement.
- b. The employee must have a minimum of five (5) years of employment with the District.
- c. Classes can be taken at a community college or state college. Private colleges and universities require cost sharing with the employee, the terms of which shall be in written form only. With cost sharing, an online university may be an appropriate venue.
- d. Employees must meet the residency requirement for in-state tuition. Employees not meeting in-state residency requirements will receive tuition equal to that of in-state fees, not to exceed the cost of University of Missouri-Kansas City.
- e. Classes should be scheduled as is feasible to not interfere with normally scheduled working hours. Members of the Security Unit may not be called for mandatory overtime at the times they are enrolled in an approved class. If the employee voluntarily separates from KCPS the employee will be responsible for repaying any tuition fund disbursements made to them within twelve (12) months of their separation date. Payments will be made within four (4) weeks of submission of paperwork.
- f. Denial of the Employee's request by the Human Resources Director may not be grieved, but may be submitted to the Superintendent for a final, non-appealable, determination.

**I) Vacation (12-month employees only)**

1. Members of the Bargaining Unit employed on a twelve (12) month basis shall be entitled to vacation based on years of service as follows:
  - a. One (1) year through five (5) years – ten (10) days per year.
  - b. Six (6) years through fourteen (14) years – fifteen (15) days per year.
  - c. Fifteen (15) years or more – twenty (20) days per year
  - d. The school year, July 1 through June 30, shall be used as the basis for determining the vacation allowance for twelve (12) month employees in the Bargaining Unit.
  - e. Except in cases of inclement weather and emergencies, employees eligible for vacation with pay must provide five (5) working days' notice to their supervisor when requesting vacation time. The employer must provide written acceptance of the vacation request within three (3) working days of receiving the request. The employer may not deny vacation requests unless too many employees request the same vacation within a department. KCPS shall reserve the right to allot vacation periods according to the needs of the Department, in these cases, vacation time will be allotted according to seniority of the KCPS employees.
  - f. The total years of continuous service prior to July 1 determines the amount of paid vacation.
  - g. An employee of KCPS who is eligible for vacation with pay and who voluntarily leaves the employment of KCPS shall receive said vacation pay. Employees who are terminated by KCPS will be paid all vacation pay for which they have earned and for which they are eligible.
  - h. Members of the Bargaining Unit may accumulate and carry over vacation days from year to year, up to a maximum of fifty (50) days. In any year an employee accumulates vacation days that would exceed the fifty (50) day maximum, the employee may utilize up to five option days to draw down excess days to the fifty (50) day ceiling. An option day may be defined as a vacation day in which an employee will have the option of working a regular workday and being paid for that work day while concurrently being paid for a vacation day. All such vacation pay that is owed to employee as a result of taking an option day shall be paid to employee at the end of the then fiscal year. The employee shall be paid for the option pay in accordance with the regularly scheduled paycheck.

**J) Financial Package**

- a. New salary schedules have been developed for the fiscal 17-18 year with defined columns due to the reorganization of the divisions with clarification of and some new job titles/roles as well as the elimination of multiple schedules for current, new and frozen employees (longevity payments).
- b. The new schedules will allow up to twenty (20) steps per column.

- c. The overall estimated average pay increase in 2017-2018 will be 5.87% for nutrition services, 4.10% for custodial services and 3.76% for operations personnel.
- d. In 2018-2019, employees will advance an additional step on the schedules and the base will be improved to create an overall average pay increase of 3.15 % for these employees.
- e. In 2019-2020, employees will advance an additional step on the schedules and the base will be improved to create an overall average pay increase of 2.67%.
- f. Frozen Employees – Employees with ten (10) or more years of experience who are frozen on the newly created salary schedules shall receive a one time 1% increase to their current rate of pay. The new rate of pay will remain in force, as a part of base pay, for the duration of this agreement. This provision only applies to the employees impacted in the 2017-2018 implementation year.

**K) Additional PTO Day for Nutrition Services Employees completing a year-round continuous extended school program**

- a. Nutrition services employees who complete an extended year schedule at schools designated as Continuous Extended School Programs, will have one additional PTO day added to their PTO Bank at the end of the program year. Completion of the extended programming is determined by working the entire summer extension

**IN WITNESS WHEREOF** the duly authorized representative of Kansas City Public Schools and the duly authorized representative of Local 1 of the SEIU do hereby set their hands and seals on this 6th day of December 2017, acknowledging the agreement of the parties to the above Collective Bargaining Agreement.

The School District of Kansas City 33 d/b/a  
Kansas City Public Schools

SEIU Local 1,

By: \_\_\_\_\_

Ms. Melissa Robinson, BOE Chair

By: \_\_\_\_\_

Ms. Sandra Fette, BOE Secretary

By: \_\_\_\_\_

Thomas Balanoff, President,  
SEIU Local 1

By: \_\_\_\_\_

Nancy Cross, Vice President

SEIU Local 1

By: \_\_\_\_\_

Tyler French, KC Director, SEIU Local

1

By: \_\_\_\_\_

Jose Aragon, SEIU Organizer

By: \_\_\_\_\_

Desiree Saunders, Child Nutrition  
Steward

By: \_\_\_\_\_

Debora Dougherty, Operations  
Steward

By: \_\_\_\_\_

Remonia Mack, Operations Steward