

6/30/94

AGREEMENT

between

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

and

LOCAL UNION NO. 214

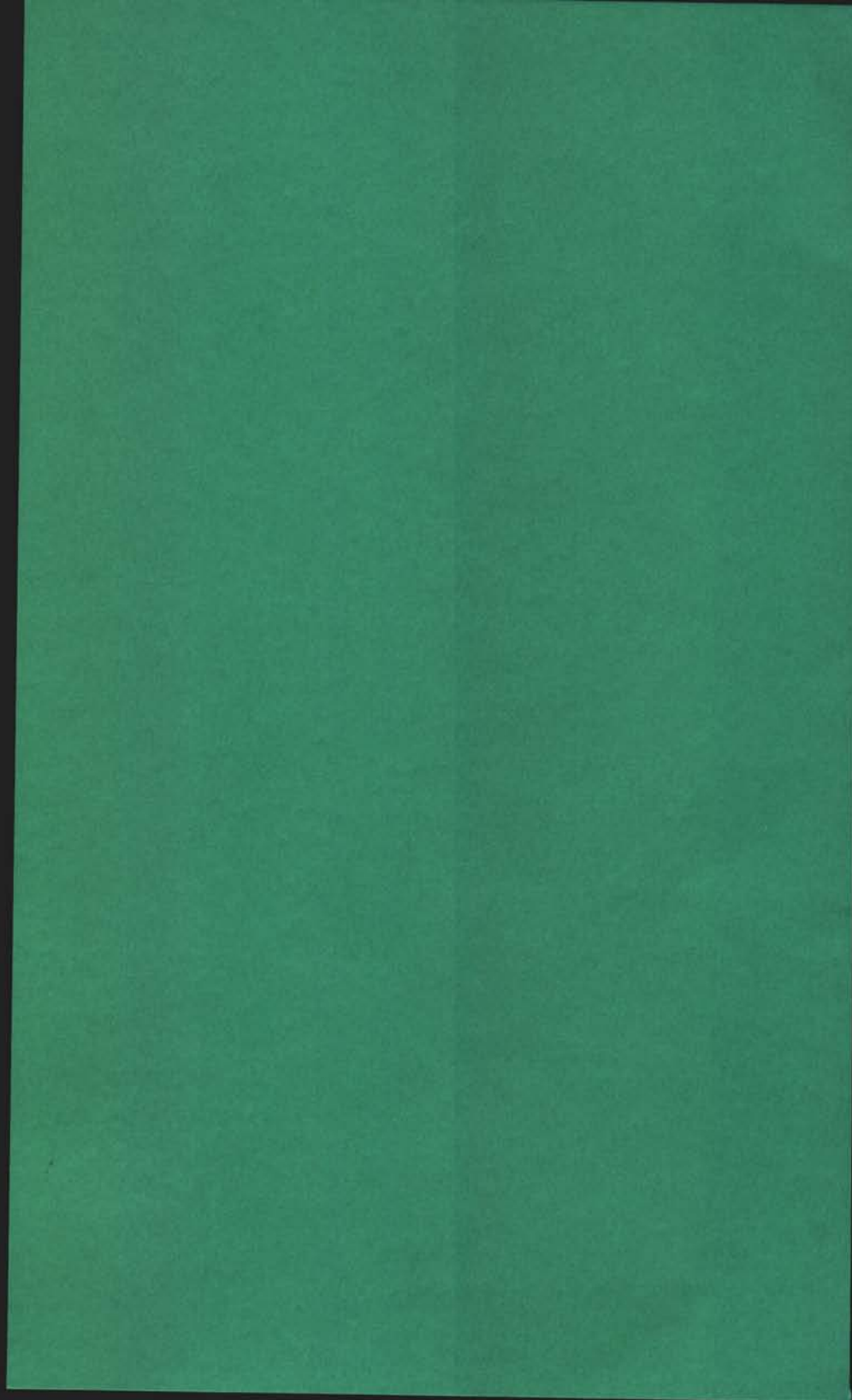
Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

(MAINTENANCE)

1991 - 1994

Kalamazoo School District

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



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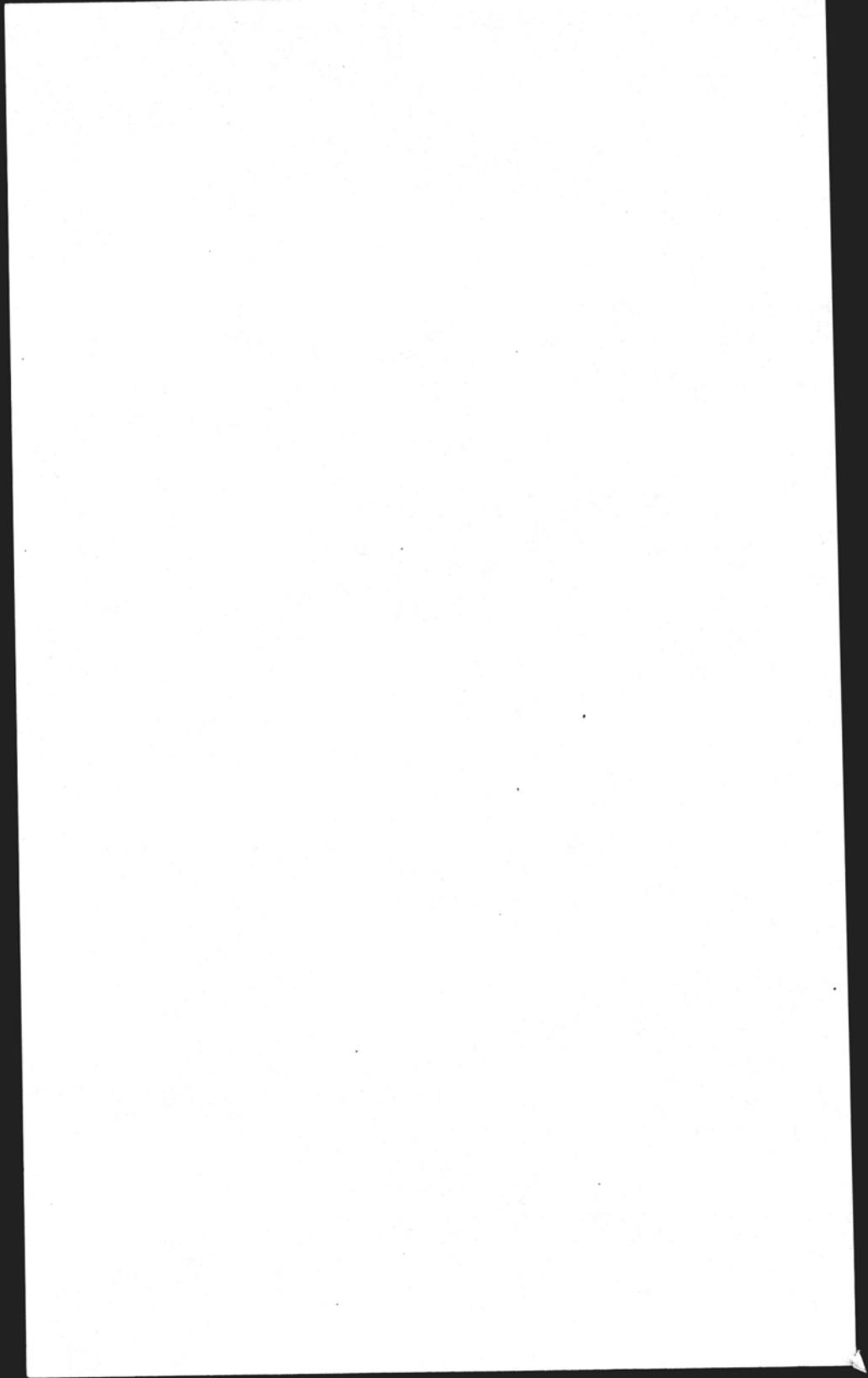
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THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

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LOCAL UNION NO. 214

Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

(MAINTENANCE)

This Agreement entered into this _____ day of _____, 19____, by and between the School District of the City of Kalamazoo, Michigan, hereinafter called the "Board," and the International Brotherhood of Teamsters hereinafter called the "Union."

W I T N E S S E T H:

WHEREAS, both parties, following a period of negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

GENERAL STATEMENT AND PURPOSE

The Board of Education of the School District of the City of Kalamazoo (hereinafter referred to as the "Board") and Teamsters Local 214 Public School Employees (hereinafter referred to as the "Union") agree that the development, implementation and maintenance of a high quality educational program for boys and girls is the primary function of the Board and that the operational functions in our schools contribute in large measure to the physical conditions which are conducive to good education, the health, and welfare of boys and girls, as well as its employees. It is further agreed that the Union, in full cooperation with the Board, will promote faithful and efficient work performance by the Schools' employees, both individually and collectively.

To this end, the Board and the Union agree to work together in developing fair and reasonable wages, hours and working conditions for maintenance employees. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or handicaps. Membership in the Union shall not be denied to any person because of race, creed, religion, color, national origin, age, sex, marital status or handicaps.

ARTICLE I - RECOGNITION

Section A: The Board hereby recognizes Local Union 214 as the exclusive representative as defined in Section II of Act 379, Public Acts of 1965, in regard to wages, hours and other terms and conditions of employment for all regular full-time groundsmen, painters, carpenters, plumbers, heating servicemen, electricians, auto and bus mechanics and electronics technicians employed by the Board. The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining unit as above defined. Foremen are excluded from this bargaining unit.

Section B: The Board agrees not to negotiate with any organization or individuals other than Local Union No. 214 for the duration of this Agreement.

Section C: This Agreement shall supersede any rules, regulations or practices, whether express or implied, of the Board which are contrary to or inconsistent. However, the Kalamazoo Public Schools' Rules and Regulations for Operational and Maintenance Department employees will be recognized and enforced, as well as any other rules and/or regulations presently in force.

ARTICLE II - BOARD OF EDUCATION RIGHTS

Section A: The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority,, duties and responsibilities, conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including, but without limited the generality of the foregoing: The management and control of school properties, facilities, athletics and recreational programs; methods of instruction, materials used for instruction; and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

Section B: The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

Section C: The Board also has the right to require health examinations at Board expense to determine eligibility for employment or condition of employment, or transfer to a different job.

ARTICLE III - GRIEVANCE PROCEDURE

Section A: A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

Section B: Informal Resolution - Any employee or group of employees having a complaint is encouraged to personally, or accompanied by his/her Union representative, bring the complaint to the attention of the appropriate immediate supervisor prior to filing a grievance under the formal written procedure. The immediate supervisor and employee(s) shall use their best efforts to reach a satisfactory settlement. If no satisfactory settlement is reached between the immediate supervisor and the employee(s), the complaint may also be referred to the general supervisor. In the event the complaint is not satisfactory settled by informal means, said complaint may become a grievance and the following procedures shall apply.

All meetings held for informal resolution and beyond in the formal written procedure shall be held after the end of the work day, except that when employees are called by the Administration to take up a question or grievance during working hours.

Section C: Formal Written Procedure -

1. To be processed hereunder, a grievance must: be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, be signed by the employee who is filing the grievance and must be presented to the Director of Facilities Management or his/her designee within ten (10) regularly scheduled working days after the discovery of the occurrence of the event upon which it is based.

The Director of Facilities Management or his/her designee shall give a written answer to the aggrieved employee within five (5) regularly scheduled working days after receipt of the written grievance. If the answer is mutually satisfactory, the employee or the Union shall so indicate it in writing, giving one (1) copy of the settled grievance to the Director of Facilities Management or his/her designee.

2. If the grievance is not settled in the first step, and the employee desired to appeal it to the second step, such employee and Union representative must present the grievance to the Assistant Superintendent for Human Resources or his/her designee, within three (3) regularly scheduled working days after the Director of Facilities Management gave the Union the written first step answer. The Assistant Superintendent for Human Resources or his/her designee and the Union representative shall meet to consider the grievance within four-

teen (14) days of the notice of appeal. The Assistant Superintendent for Human Resources or his/her designee, shall give the employee and the Union representative a written and signed second step answer within five (5) regularly scheduled working days after the grievance meeting. If the answer is satisfactory, the Union representative or employee shall so indicate in writing, giving one (1) copy of the settled grievance to the Assistant Superintendent for Human Resources.

3. If, at this point, the grievance has not been satisfactorily settled, the Union shall have the right to submit such grievance to arbitration by notifying the other party, in writing, within thirty (30) calendar days after receipt by the Union representative of the Assistant Superintendent for Human Resource's third step answer. If the grievance has not been submitted to arbitration within the thirty (30) calendar days as set forth above, it shall be considered as being withdrawn by the Union. After notice of intent to arbitrate is given, the parties shall attempt to agree on an arbitrator. If the parties cannot mutually agree on an arbitrator within five (5) working days after the notice of intention to take the grievance to arbitration has been received, the moving party shall make a request for a panel of seven (7) names from the Federal Mediation and Conciliation Service. Such panel shall consist of arbitrators from lower Michigan and/or Northern Indiana. The arbitrator shall then be selected from the panel named by each party striking in turn one name until only one remains. The choice of who strikes the first name shall be made either by agreement by the parties or, if the parties cannot agree, by a single coin toss. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall limit his or her decision solely to the interpretation and application of the specific provisions of this contract. However, nothing herein shall be construed to limit the authority of an arbitrator, in his or her own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this state of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator shall be shared equally by the parties. Members of the grievance committee and necessary employee witnesses who actually testify at arbitration proceedings may attend and do so without loss of pay.

Section D: Grievances which are not appealed within the time limits specified in this grievance procedure shall be considered to be withdrawn by the Union. If the Employer fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall

automatically be referred to the next higher step in the grievance procedure.

1. It is understood and agreed that the time limits specified in this grievance procedure may be extended by mutual agreement in writing between the Union and the Employer.

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

Section F: The Union shall promptly notify the Assistant Superintendent for Human Resources in writing as to the membership of its Grievance Committee and any changes therein. The Union's Grievance Committee shall be comprised of not more than two (2) individuals, plus the grievant.

Section G: Union members attending such meetings will not suffer loss of pay when such meetings are held during their regularly scheduled working hours.

ARTICLE IV - TERMINATION, DISCHARGE

Section A: In the event an employee under the jurisdiction of the Union shall be discharged from his/her employment without benefit of grievance procedure, from and after the date hereof, and he/she believes he/she has been unjustly discharged; such discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Assistant Superintendent for Human Resources or his/her designee, within two (2) regularly scheduled working days after such discharge. Such grievance shall be processed starting with the second step of the grievance procedure.

Section B: In the event it should be decided under the grievance procedure that the employee was unjustly discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay.

Section C: Newly hired employees serving a probationary period may be laid off, terminated or disciplined at the discretion of the Administration without recourse to the grievance procedure.

ARTICLE V - SENIORITY GENERAL

Section A: Promotions will be made according to seniority and ability. Any employee bidding on a job will be given prior consideration providing he/she can furnish evidence that he/she has had one or more years of combined training or experience in

the trade in which the opening occurs and meets the minimum job specifications and requirements for the job opening as established by the apprentice training program.

Section B: New employees shall serve a new hire probationary period of not more than four (4) full months, and the Employer will advise the Union and employee of successful completion. The probationary period may be extended by mutual consent of the Union and the Administration.

Section C: Seniority shall start with the date of assignment into the maintenance unit for full-time employees who are covered by this Agreement.

Section D: Employees transferred to a higher classification shall serve a transfer trial period of no more than three (3) months. The trial period may be extended by mutual consent of the employee, Union and the Administration. If said employee does not complete this trial period, he/she will be returned immediately to his/her former classification and the reason for his/her failure to complete said trial period successfully shall be given in writing to the employee within two (2) working days of the return of the employee to his/her former classification.

Section E: Vacation or leave replacements may be employed for as long as 120 days, but shall not acquire seniority unless they are employed as full-time employees immediately following their temporary placement, in which case they will be given seniority as of the date of permanent assignment as a full-time employee. If the Administration desired to extend this period, it may do so by mutual consent of the employee and the Union.

Section F: Seniority Lists - The Administration will furnish up-to-date lists of all employees' seniority who are covered by this Agreement. Seniority lists will be made available to the Union in September and March of the contract duration.

Section G: Loss of Seniority - The length of service of any employee governed by this Agreement shall be unbroken. An employee shall lose his or her seniority if he/she:

1. Voluntarily quits his/her job; or,
2. Is discharged and such discharged is not reversed through the grievance procedure; or,
3. Overstays a leave of absence; or,
4. Is absent from work without notice to the Director of Facilities Management or his/her designee for five (5) consecutive working days, excluding Saturday, Sunday or holidays; or,
5. Takes a leave of absence for the sole purpose of seeking or engaging in other gainful employment.

ARTICLE VI - LAYOFF AND RECALL

Section A: Layoffs -

1. The word "layoff" means a reduction in the work force.
2. If it becomes necessary for a layoff, the following procedure will be maintained:
 - a. Employees serving their new hire probationary will be laid off first.
 - b. Employees will be laid off in accordance with the posted seniority list. The employee with least amount of seniority will be laid off first, providing always that the remaining employees are capable of performing the work of the employees who are scheduled to be laid off and who have the ability to satisfactorily perform such work with thirty (30) work days' training.
 - c. Employees to be laid off for an indefinite period of time will be given a minimum of fourteen (14) calendar days' notice.
3. In the event that a layoff becomes necessary, the Director of Facilities Management or Assistant Superintendent for Human Resources shall poll members of the Union to determine if the reduction can be accomplished by voluntary layoffs. No employee will be allowed to voluntarily accept a layoff if, in the Director's discretion, the remaining employees in the classification do not have the ability to perform the work in the classification worked by the volunteering employee.

Section B: An employee who is to be laid off shall receive his paid vacation time in his last check, and such employee being laid off will continue to have his insurance premiums paid for by the School District through the next full month following such lay off.

Section C: Recalls - Recalls shall be defined as the process by which an employee who has been laid off or displaced as a result of a decrease in the number of employees or the elimination of a position is returned to employment in his/her former classification or associated classification in which the employee is capable of performing the work or who has the ability to satisfactorily perform such work with thirty (30) work days' training. It is understood that when a laid off or displaced employee is considered for recall, the employer shall make its decision based upon objective data regarding the employee's work experience and prior training.

Employees shall be recalled in order of seniority, the most senior being recalled first. Employees who have been laid off shall be given two (2) weeks notice prior to being required to return to work.

ARTICLE VII - ANNOUNCEMENT OF OPENINGS

Section A: New openings shall be announced by posted notices. Such notices will be furnished to the Chief Union steward or his/her alternate when so notified to do so in writing by the Chief Steward who shall post the notices in a place which is available for viewing by all members of the Union. Said notices will remain posted for a period of five (5) consecutive work days after they are issued by the Department of Human Resources.

Within thirty (30) consecutive work days after the closing date of the posting of such vacancies, the Chief Union steward will be provided with written notification of the disposition of the opening(s).

Section B: There shall be no bid postings for temporary or part-time help.

1. Administration may make temporary assignments for a period not to exceed one hundred twenty (120) work days, if this is agreeable to the employee and providing there is not a reduction in the employee's pay. (This assignment may not be used to circumvent the layoff procedure [Article VI, Section A, 2-b]).
2. In addition, Administration may make temporary assignments to meet emergency needs and conditions for a period of up to twenty (20) work days provided that there will be no reduction in the employee's pay during that period.

Section C: Whenever the District creates a new position or makes a significant change in an existing job description covered by this Unit, the District shall supply the Union with a copy of the new or revised job description and the proposed wage rate or change in wage rate at least ten (10) days prior to the effectuation of such new job or significantly changed position. If the Union has any concerns regarding such new position or changed position, it shall request a conference with the District within ten (10) days of such notice. If the parties are unable to resolve any dispute arising out of the District's action, such matter may be submitted to the grievance procedure up to and including arbitration and an arbitrator will rule upon the reasonableness of the Employer's action.

ARTICLE VIII - WAGES AND HOURS

Section A: Wages - The wages for the classifications shown in Appendix A are shown as set forth in the wage scale attached hereto as Appendix B and shall be in effect for the term of this Agreement.

Section B: Working Hours - Both parties to this Agreement are committed to the principle of a five (5) day week of forty (40) hours.

1. Employees working 7:00 a.m. to 3:30 p.m. are entitled to one 30-minute break in the morning only.
2. Employees working 8:00 a.m. to 5:00 p.m. are entitled to one 15-minute break in the morning and one 15-minute break in the afternoon.

Section C: Overtime - Overtime work shall, whenever practicable, be divided as equally as possible among all qualified employees in the same classification. Overtime applies only when required and approved by the Administration. If an employee is offered overtime work and refuses same overtime, said time shall be counted as time applied to overtime offered. If an employee is offered overtime work and accepts such work but does not report for work without acceptable reason, such time shall be considered as overtime offered and the employee may be eliminated from the offering of further overtime for the duration of the Agreement.

In no event will the Board be required to pay for time not worked under this Section C. However, except in emergency situation which would otherwise prevent doing so, all overtime for work normally performed by bargaining unit employees shall be offered to such employees before being offered to other employees within the School District. Except in such emergency situations, if bargaining unit overtime work is offered to other employees before being offered to bargaining unit employees, the Employer shall, within a reasonable period of time, offer overtime hours of equivalent duration to such bargaining unit employees.

All employees shall be required to report for emergency overtime work when requested by their immediate supervisor, unless excused by their immediate supervisor because of physical inability to perform the overtime work or because of a serious personal need of any emergency nature. The employee shall give his/her immediate supervisor the specific reason for his/her request for excuse. Employees refusing to report for emergency overtime work without legitimate excuse shall be subject to discipline.

Section D: Day Workers - Employees who work during the regular school day are considered day workers and are paid straight time.

Section E: Evening Workers -

1. Evening workers, second shift, are those workers who work at least four (4) hours beyond 4:00 p.m.
2. Evening workers, second shift, shall receive ten cents (10¢) per hour, \$4.00 per full week shift differential.

Section F: Call Time - Any employee called in outside of his/her regularly scheduled working hours will be paid as follows:

1. Emergency call time - a minimum of two (2) hours at double the regular rate of pay.
2. Six (6) hours' notice before call - one and one-half the regular rate of pay.
3. Call-in time will pay one and one-half the regular rate for work performed before the regular work shift. When an employee does not work his/her regular shift because he/she has already worked eight (8) hours, he/she will receive his/her regular straight time pay plus four (4) hours extra straight time pay for that day.
4. Emergency call-in pay shall not apply to an employee who is scheduled or called in to start work prior to his/her regular starting time, or who may be retained after his/her regular quitting time.

Section G: Worker's Compensation - In case of an injury to an employee while working for the Board, the employee may elect to receive the difference between the worker's compensation allowed and his/her full regular pay by drawing from sick leave accounts, but not in excess of his/her accumulated prorated sick leave.

Section H: A twenty-five (\$.25) cents per hour situational premium will be paid to an employee who serves as a Lead person. Said situational premium shall be allowed only at the sole discretion of the Director, Facilities Management. The Administration agrees to notify the Union in writing of persons scheduled for said situation premium.

Section I: All employees shall be required to report to work on time on days that regular school operations are suspended. Employees who are unable to report to work on or before their scheduled report time must notify his/her immediate supervisor fifteen (15) minutes after their report time.

Employees will be reimbursed by way of comp. time for the first two (2) such days to be taken within six (6) months of the occurrence of the Act of God day on a schedule to be worked out with their supervisor. However, should current state law concerning Act of God days be changed so that the number of days Kalamazoo Public Schools are not required to make up in order to receive general state aid increases or decreases from the current

number of two (2), the number of comp. time days awarded shall change accordingly.

Section J: Subcontracting - Nothing contained herein shall preclude the employer from contracting out or subcontracting that work which, in its opinion, it does not have the manpower, equipment, or facilities to perform or which, in its judgment, it cannot economically and/or practically perform with the existing work force. No employee shall be laid off as a result of such subcontracting.

ARTICLE IX - HOLIDAYS

Section A: The following days shall be paid holidays:

Independence Day
Labor Day
Thanksgiving
Friday following Thanksgiving
Observance of Christmas (2 days)
Observance for New Years (2 days)
Good Friday
Memorial Day

1. In addition to the holidays set forth above, the Employer will designate one (1) floating holiday per year following consultation with the Union.

Section B: All regular full-time employees shall receive eight (8) hours per day at their regular straight time hourly rate for each such unworked holiday. Whenever any of the holidays listed falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the list holidays fall on a Sunday, then the succeeding Monday shall be observed as the holiday.

1. Eligibility Requirements
 - a. Have thirty (30) days of continuous service before such holiday.
 - b. Complete the last scheduled work day prior to the holiday and commence work at the scheduled time on their next scheduled work day after the holiday, unless authorized absence is in effect.
 - c. Unauthorized absences on the last scheduled day or the next scheduled day after the holiday for reasons such as personal leave of absence, shall result in forfeiture of such holiday pay.

ARTICLE X - WORKING CONDITIONS

Section A: Bulletin Boards - The Administration agrees that there shall be a bulletin board in the maintenance areas or offices at: facilities management grounds, transportation, library, small engine repair for the exclusive use of the Union. The Union may post hereon official notices, signed by the representative of the Union, provided, however, such notices are not political, controversial, or derogatory, and provided, further, however, that copies of all notices shall be sent to the Director of Facilities Management and the Assistant Superintendent for Human Resources prior to the posting.

Section B: Solicitation of Money - It is agreed there will be no solicitation of money from employees for any purpose during working hours, by either Administration or the employees, with the exception of support for recognized charitable work such as Community Chest, Red Cross, Michigan United Fund, and the like. Payroll deductions will be provided for contributions of fifteen (\$15.00) dollars or more, in installments of not less than five (\$5.00) dollars.

Section C: Spare Hands - Spare hands may be used at the Administration's discretion on any job, provided such spare hands are not used to reduce any member of the crew's work week below forty (40) hours.

Section D: Return to Work Notification for Absences Over One Week - Unless a definite date and time of return to work is arranged at the time of any necessary absence, then the employee must notify the Director of Facilities Management or his/her designee a day in advance of his/her intended return. Where a substitute has been put on an employee's job and no proper return to work notification has been made, substitute may elect to work or not. No call time is applicable to either employee.

Section E: Credit Union - The Board agrees to continue to pay deductions at each pay period for the Kalamazoo County School Employees' Credit Union for those union members who indicate pay deductions.

Section F: Uniforms -

1. Uniforms will be furnished and maintained at Board expense for each employee provided, however, all employees shall be required to wear uniforms properly labeled at all times while on the job. Further, provided, however, that uniforms shall never be worn while not on the job except while in route to or from work.
2. Uniforms, including light-weight uniform shirts to be worn during hot weather, shall be furnished at Board expense for each employee, the number of such uniforms not to exceed eight (8) over a two (2) year period. Employees will be responsible for the laundering and/or

cleaning of such uniforms. Employees shall be required to wear uniforms properly labeled at all times while on the job. Uniforms shall not be worn while not on the job except while in route to or from work.

3. Individual employees hired on or before July 1, 1987, may elect to have uniforms provided to them under either paragraph 1 or 2 above. Employees hired on or after July 1, 1987, shall have uniforms provided to them in accordance with paragraph 2 above.

Section G: Union-Deduction of Dues -

1. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union. Neither party shall assert any pressure on or discriminate against any employee with regards to such matters.
2. Each employee in the bargaining unit shall pay his/her own way and assume his/her share of the unit's financial obligations along with the receiving of economical benefits contained in this Agreement, including dues, initiation fee and/or service fee.
3. In accordance with the provisions set forth under Numbers 1 and 2 of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union of the employee's collective bargaining representative an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is later; and for new employees, the payment shall begin thirty-one (31) days following the date of employment.
4. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee covered by this Agreement all such dues and/or fees charged by the Union to its members. However, deductions will not be made until the Union presents to the Employer authorization signed by the employee. The amount of dues and/or fees will be certified to the Board by the Union.

Section H: Jury Duty - Employees required to serve jury duty shall receive the difference between jury duty pay and their regular pay. In order to receive such compensation, an employee must give the Director of Facilities Management prior written notice that he/she has been summoned for jury duty and must furnish evidence satisfactory to the Board that he/she reported

for and performed jury duty on the days for which he/she claims such compensation. The provisions of this paragraph are not applicable to any employee who, without being summoned, volunteers for jury duty. The purpose of this provision is a joint effort on the part of the Board and the Union to encourage good citizenship on the part of all members of the Union.

Section I: Apprenticeship Training Program - Any maintenance employees enrolled in the approved Apprenticeship Program shall be subject to the following regulations:

1. The employee must satisfy the requirements of the Apprenticeship Program.
2. The apprentice shall be bound by the prevailing rate of his/her trade as stipulated in Appendix A. He/she shall not be eligible to rate the "certified" journeyman grade until all requirements as to license and satisfactory completion of formal training have been fulfilled.
3. Upon completion of all requirements, a pay adjustment to the appropriate grade will be made at the next pay period following notification by the proper authorities.
4. The Director of Facilities Management may approve course training for employees when such training is directly related to the employee's job requirements. Approval is subject to the sole discretion of the Director. The employee must maintain a 2.0 grade average upon completion of the course in order to receive tuition reimbursement.
5. If any employee fails to satisfy the requirements of the apprenticeship program, the employee shall immediately be returned to a position in the classification he was in before he bid on the apprentice program job. If there is no open position in that classification at that time, the least senior person in that classification shall be laid off in order to create a position. The Director may, at his sole discretion, place the returning employee into a position in a classification other than his former classification, so long as the employee receives pay equal to or greater than that he would have received if returned to his former classification.

Section J: TB Tests - The Board will reimburse each employee equal to the cost charged by the Kalamazoo County Health Department for the required Tuberculin test. Payment will be made in September, but for new employees hired after September, payment will be made upon submission of evidence. Employees will be required to submit evidence of payment.

Section K: Tool Allowance - The District shall budget funds for the purpose of purchase of tools. Standard requisition procedures shall be utilized for tool requests.

Section L: In the event that an employee's glasses are damaged on the job, the Board will pay 50% of the cost to repair or replace the damaged glasses, provided, however, that such payments shall not exceed \$75.00 per contract year for any one employee.

ARTICLE XI - STRIKE CLAUSE

Section A: The Union and/or its members shall not engage in nor condone group action detrimental to the normal operation of the school and library systems through strike, work stoppage, work slowdown, or limitations.

ARTICLE XII - LOCKOUT

Section A: The Administration and/or the Board of Education shall not condone a lockout or layoff which would be considered punitive action, under the law, against the Union.

ARTICLE XIII - STEWARDS

Section A: The Employer recognizes the right of the local Union membership to elect stewards and alternates each from the Employer's seniority list of employees in the unit. The stewards shall be permitted time to investigate, present and process grievances on the Employer property, without the loss of time or pay during his/her regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the steward and the Employer.

ARTICLE XIV - LEAVES OF ABSENCE

Section A: Union Business - Upon written request, the Administration may grant a leave to any employee without pay to attend Union functions as an officer or as a delegate.

Section B: Sick Leave -

1. All full-time employees who have completed the new hire probationary period shall receive sick leave credit at the rate of one (1) day per month. Such credit shall be credited on a monthly basis at a rate of one (1) day per month during the contract year at the beginning of each month during the contract year. Probationary employees shall not be entitled to use any sick leave until completion of their initial probationary period.

2. Accumulation of unused sick leave shall be unlimited.
3. Prompt and adequate notification of sick leave must be made to the Director of Facilities Management or a person designated by the Director of his/her absence, by the employee or representative, no later than fifteen (15) minutes after start of his/her work shift. Employees who must be absent for scheduled medical procedures or other related matters must provide notice to the Director of Facilities Management as soon as the time of the absence is known. Failure to make proper notification will result in loss of pay.
4. The Union and the Administration recognized the importance of the sick leave provisions and agree that every effort needs to be made to prevent its abuse. Therefore, the Union agrees to discourage its members from such abuse. Sick leave pay and other sick leave provisions of this Section shall not be allowed for absences due to illness or injury caused as a result of willful intention to injure oneself or another person, in the commission of any crime, or as a consequence of working for an employer other than the Board or any other work for wage or profit.
5. Injuries incurred while working on remuneration outside the School System shall not be covered under this provision. The Administration may, at its discretion, require a medical report from a licensed physician certifying to the necessity for the employee's absence due to illness or injury and, from time to time, require such certification as to the necessity for the continuation of such absence. A "licensed physician" as used in this Section means any physician or surgeon (MD), osteopath (D), chiropractor (DC), doctor of dental surgery (DDS), chiropodist and podiatrist who is lawfully licensed by the State of Michigan to practice his/her profession.

Section C: Sick Leave - Family - Any leave of absence for family reasons is limited to the immediate family which is interpreted to be only father, mother, husband, wife, son, daughter, brother, sister, mother-in-law, and father-in-law. It shall also include any other person who is a member of the immediate household living with the employee at the same address.

1. Family illness and/or confinement due to accident - A total of five (5) days each year will be allowed for members of the family and this will be deducted from his/her sick leave account. In the event there is not enough sick leave credit, a pay deduction shall be made for that portion not covered. Proof and extent of illness must be furnished by the employee.

2. Funerals. Three (3) days for each death in the immediate family will be allowed. Subject to the sole discretion of the Director of Facilities Management, two (2) additional days may be allowed if needed for traveling time. Said days are not to be taken from sick leave credit.
3. Verification of any leave of absence may be required by the Administration when deemed advisable.

ARTICLE XV - INSURANCE

Section A: A group hospitalization insurance program shall be provided by the Board, the carrier to be jointly determined by the Board and the Union. The carrier is Blue Cross-Blue Shield Comprehensive Hospital and M.V.F.-2 with riders D45NM, IBM, CC, OPC, DCCR, and ML plus Master Medical as amended. A prescription drug benefit program whereby members are required to pay \$1.00 for each covered prescription or refill is also provided. As soon as the School District receives approval, all contributions involved in the health care increases shall be subject to Section 125 of the IRS code thereby allowing employees to pay their health care costs with before-tax dollars.

Section B: A paid premium for a \$15,000 term life insurance policy on the employee shall be provided by the Board.

1. Retirees will be given the opportunity to pick up whatever life insurance is available at the time of retirement.

Section C: The employees shall receive the Delta Dental Insurance Program 50-50-50. The Board and the Union will continue to explore opportunities and options, including changing dental insurance carriers, aimed at providing additional dental coverage to members of the Union at no added cost to the Board.

ARTICLE XVI - SEVERANCE PAY

Section A: Any employee retiring under the Michigan School Employees Retirement Fund shall receive severance pay as follows:

1. After ten (10) years Kalamazoo Public School service: An amount equal to twenty-five (25%) percent of his/her unused sick leave at his/her current rate of pay.
2. After fifteen (15) years Kalamazoo Public School service: An amount equal to (30%) percent of his/her unused sick leave at his/her current rate of pay.
3. After twenty (20) years of Kalamazoo Public School service: An amount equal to forty (40%) percent of

his/her unused sick leave at his/her current rate of pay.

Section B: In the event of the death of an employee, the severance pay shall be paid to the employee's surviving spouse of designated beneficiary.

ARTICLE XVII - VACATION

Section A: Each full-time employee covered by this Agreement shall be allowed vacation time as follows, based on his/her service date of employment in the System (July 1 through December 31 shall be allowed vacation credit for the current fiscal year).

<u>Years Completed</u>	<u>Vacation Allowed</u>
Less than one	One day per month, up to ten (10) working days
1, 2, 3, 4 or 5	Two work weeks
6, 7, 8, 9 or 10	Three work weeks
11	Seventeen Days
12	Nineteen Days
13	Four work weeks
20	Twenty-one days
23	Twenty-two days
26	Twenty-three days
28	Twenty-four days
30	Twenty-five days

Section B: Vacation shall apply only to full-time 12-month employees.

Section C: Vacations shall be taken subject to the approval of the department head.

Section D: Vacation shall be credited in accordance with the procedure adopted 5-10-84 (Attached as Appendix C).

ARTICLE XVIII - DURATION OF AGREEMENT

Section A: This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the School District and the Union and constitutes the

entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section B: This Agreement shall become effective July 1, 1991, and will remain in effect until midnight, June 30, 1994, and will be automatically renewed for successive periods of one (1) year unless either party gives written notice to the other party at least sixty (60) days prior to the expiration date of its intention to amend or terminate this Agreement.

Section C: Notwithstanding the preceding paragraph, either party may reopen the agreement annually, effective July 1, 1992, and July 1, 1993, to renegotiate wage rates and insured benefit costs or payments by serving notice to the other party sixty (60) days prior to such date(s) of an intent to renegotiate these items.

BOARD OF TRUSTEES OF THE
SCHOOL DISTRICT OF THE CITY
OF KALAMAZOO, COUNTY OF
KALAMAZOO

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214
affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

BY H. Javitz

BY Henry J. Mueller

BY Arthur B. Shrest

BY Marty Crawford

APPENDIX A
MAINTENANCE CLASSIFICATION

GRADE I	Groundswoker Mechanic's Helper
GRADE II	Groundswoker (2 years KPS experience) Mechanic's Helper (2 years KPS experience)
GRADE III	Small Engine Repairworker Groundswoker (4 years KPS experience)
GRADE IV	Painter Groundswoker (5 years KPS experience)
GRADE V	Painter (2 years KPS experience) Apprentice Electrician Apprentice Plumber Apprentice Electronics Repairworker Apprentice Carpenter Apprentice Carpenter/Plasterer/Bricky Apprentice Communications Technician Small Engine Repair Worker (2 years KPS experience) Glazier
GRADE VI	Groundswoker (6 years KPS experience) Locksmith Helper
GRADE VII	Mechanic Painter (5 years KPS experience) Apprentice Carpenter (2 years KPS experience) Apprentice Electrician (2 years KPS experience) Apprentice Plumber (2 years KPS experience) Small Engine Repair Worker (2 years KPS experience) Apprentice Carpenter/Plasterer/Bricky (2 years KPS experience) Apprentice Communications Technician (2 years KPS experience)
GRADE VIII	Glazier (3 years KPS experience)
GRADE IX	Apprentice Carpenter (3 years KPS experience) Apprentice Electrician (3 years KPS experience) Apprentice Plumber (3 years KPS experience) Mechanic (2 years KPS experience) Locksmith (4 years KPS experience) Painter (6 years KPS experience) Apprentice Carpenter/Plasterer/Bricky (3 years KPS experience) Apprentice Communications Technician (3 years KPS experience)

GRADE X Certified Carpenter (4 years KPS experience)
 Certified Electronics Repairworker (4 years KPS experience)
 Mechanic (4 years KPS experience)
 Certified Painter (6 years KPS experience)
 Certified Carpenter/Plasterer/Bricky (4 years KPS experience)
 Small Engine Repairworker (4 years KPS experience)
 Glazier (6 years KPS experience)

GRADE XI Apprentice Electrician (4 years KPS experience)
 Apprentice Plumber (4 years KPS experience)
 Apprentice Communications Technician (4 years KPS experience)
 Glazier (7 years KPS experience)

GRADE XII Certified Journeyman Electrician
 Certified Journeyman Plumber or Steamfitter
 Certified Journeyman Carpenter
 Communications Technician (5 years KPS experience)

GRADE XIII Certified Locksmith (6 years KPS experience)
 Certified Electronics Technician (8 years KPS experience)
 Certified Carpenter/Plasterer/Bricky (6 years KPS experience)
 Certified Communications Technician (6 years KPS experience)
 State Certified Mechanic

GRADE XIV Certified Journeyman Plumber (6 years KPS experience)
 Certified Journeyman Electrician (6 years KPS experience)
 State Certified Master Mechanic (6 years KPS experience)
 Certified Electronics Technician (General Class, Radio License)
 Certified Journeyman Locksmith (6 years KPS experience)
 Certified Journeyman Carpenter (6 years KPS experience)

APPENDIX B

WAGE SCHEDULE
July 1, 1991 to June 30, 1992

<u>Grade</u>	<u>Hourly Rate</u>
14	\$ 13.20
13	\$ 12.94
12	\$ 12.83
11	\$ 12.45
10	\$ 12.30
9	\$ 12.04
8	\$ 11.96
7	\$ 11.57
6	\$ 11.25
5	\$ 11.09
4	\$ 10.86
3	\$ 10.60
2	\$ 9.93
1	\$ 9.66

POLICIES AND PROCEDURES

Kalamazoo Public Schools



APPENDIX C

SECTION: G

Personnel

SUBJECT: GCBE
GDBE

Staff Vacations

PROCEDURE

Page 1 of 2

Date 11-11-83

Applies to: Twelve-month members of the Kalamazoo Public Schools' staff.

Method of crediting: The number of vacation days credited are determined by the contract or employee group. Vacation shall be credited by the month as determined by the amount of annual vacation allowance.

<u>Vacation Credit Per Year</u>	<u>Monthly Vacation Allowance</u>
10 days/year	One per month for first ten months of fiscal year (or one per month to the close of the fiscal year (if hired Sept. 1 or later).
15 days/year	Two per month for first three months of fiscal year, one per month next nine months.
17 days/year	Two per month for first five months of fiscal year, one per month next seven months.
19 days/year	Two per month for first seven months of fiscal year, one per month next five months.
20 days/year	Two per month for first eight months of fiscal year, one per month next four months.
21 days/year	Two per month for first nine months of fiscal year, one per month next four months.
22 days/year	Two per month for first ten months of fiscal year, one per month next two months.
23 days/year	Two per month for first eleven months of fiscal year, one per month last month.

RETAIN - OFFICE
KPS is an Affirmative A

REPT - RETAIN
Security Institution

POLICIES AND PROCEDURES

Kalamazoo Public Schools



SECTION: G

Personnel

SUBJECT: GCBE
GDSE

Staff Vacations

PROCEDURE

Page 2 of 2

Date 11-21-81

<u>Vacation Credit Per Year</u>	<u>Monthly Vacation Allowance</u>
24 days/year	Two per month for fiscal year.
25 days/year	Three per month for first month of fiscal year, two per month last eleven months.

Employees starting mid-year shall receive pro-rated vacation allowance; for example, an office employee starting January 5 works six of the 12 months and receives one-half of the ten-day allowance or five days. The monthly allowance is one day each for January through May.

Accounting for vacation days:

Allowance for total vacation to be credited is on a fiscal year basis with the fiscal year starting July 1 and closing June 30. Monthly records will be maintained of vacation credited, vacation taken, and total vacation balance for the month. The employee accumulates vacation days at the rate allowed per month. If the starting date is in the middle of a month or before, the staff member receives full credit for the first month for vacation days. If the starting date is after the middle of the month, the vacation accumulation begins with the first full month of employment.

How vacation is taken:

The staff member accumulates vacation credit the first month and may request the usage of the vacation days the second or subsequent month. (Example: An employee starts July 10 and receives one vacation day for July and one for August. The staff member requests and receives approval for two vacation days September 1 and 2. The staff member's vacation account has a one-day balance.)

Accumulation of vacation days:

The number of vacation days which may be accumulated is one and one-half times the allowance for the fiscal year. In the event that an employee accumulates one and one-half times the yearly allowance, no additional vacation may be credited until the employee takes vacation and reduces the accumulation. During 1983-84, administrators who qualify for 21 to 25 days of vacation may accumulate 31 to 35 days. Effective 1984-85, the maximum accumulation shall be 30 days for any Kalamazoo Public Schools' employee.

RETAIN - OPT)
KPS is an Affirmative

EMENT - RETAIN
portunity Institution

KALAMAZOO PUBLIC SCHOOLS
Employee Services Department

VACATION EXAMPLE

- #1. Employee has 10 days annually and worked 1982-83. Maximum accumulation is 15 days.

<u>Vacation Credit</u>		
July 1, 1983		10 days + 1 = 11 days
August, 1983		12 days
September, 1983		13 days
October, 1983		14 days
November, 1983	Takes 2 days	15 days - 2 = 13 days
December, 1983		14 days
January, 1984		15 days
February, 1984		15 days
March, 1984	Takes 5 days	15 days - 5 = 10 days
April, 1984		11 days

- #2. Employee has 20 days annually and changed from 10- to 12-month July 1, 1983. Maximum accumulation is 30 days.

<u>Vacation Credit</u>		
July 1, 1983		2
August, 1983		4
September, 1983		6
October, 1983		8
November, 1983		10
December, 1983	Takes 5 days	12 days - 5 = 7 days
January, 1984		9
February, 1984		11
March, 1984		12
April, 1984		13

jdg 10-13-83

LETTER OF AGREEMENT #1

APPRENTICESHIP STUDY

As a result of negotiations for the 1989-91 collective bargaining agreement, the parties have agreed to establish a joint labor/management committee to develop an apprenticeship program in the maintenance department for all recognized trade areas. This joint committee will also make recommendations which are subject to bargaining, in regard to appropriate grade in pay raises for trade areas and non-trade area assignments within the department.

This joint labor/management committee shall be made up of three (3) representatives from the union and three (3) representatives from management.

Said joint labor/management committee shall attempt to develop its recommendations on or before June 30, 1990; however, it is understood that said recommendations shall be submitted to the respective bargaining representatives no later than December 31, 1990, for bargaining and subsequent ratification.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA, LOCAL 214

THE SCHOOL DISTRICT OF THE
CITY OF KALAMAZOO,
COUNTY OF KALAMAZOO

By: [Signature] By: Henry J. Mueller 6.
Its: [Signature] Its: Business Agent
Harry Smith 6-22-90
Sherrill

