

6/30/92

ARTICLES OF AGREEMENT

between

The School District of the City of Kalamazoo

and

The Kalamazoo County Education Association
Kalamazoo Support Personnel

1991-92

Kalamazoo School District

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

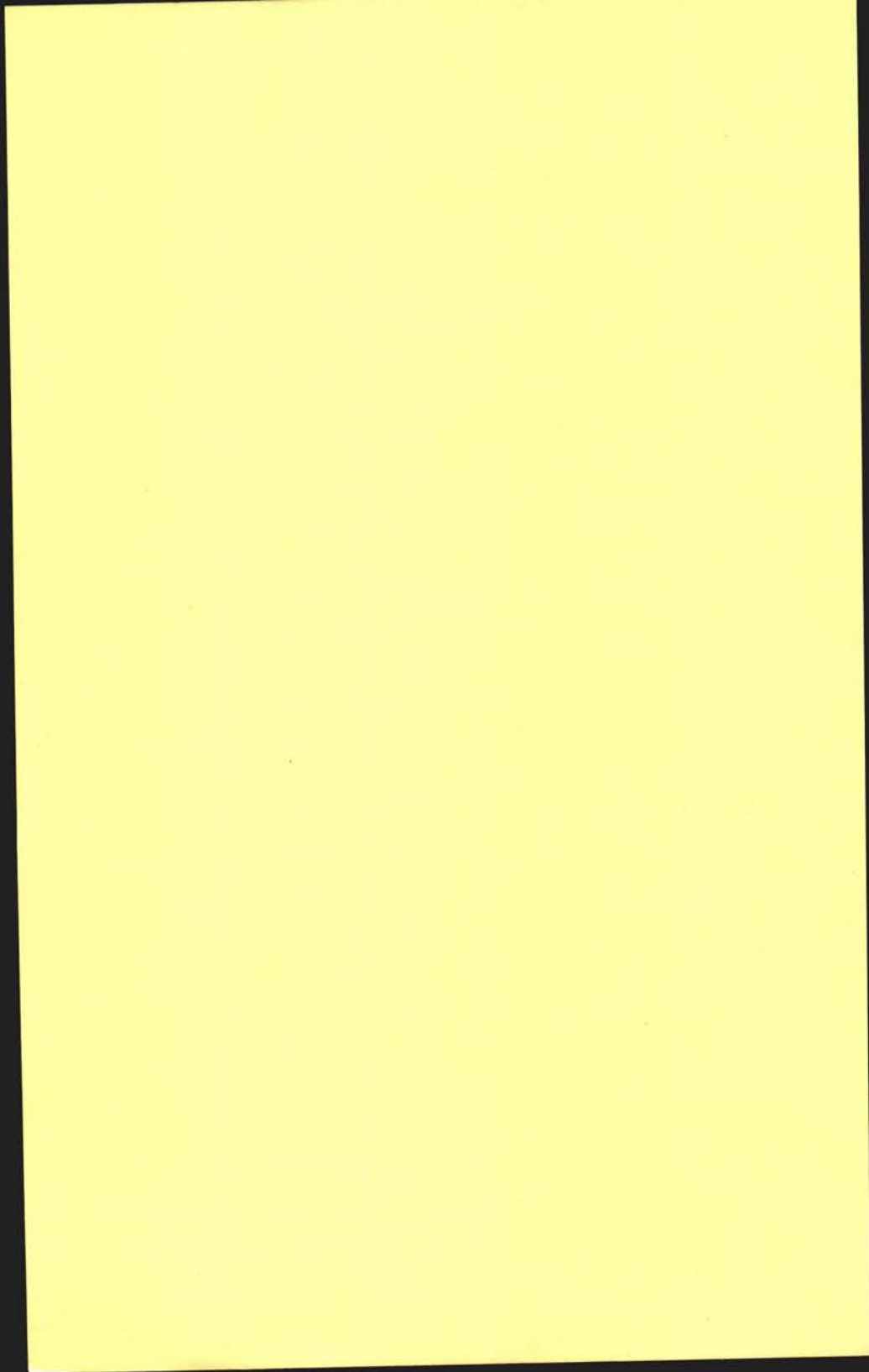


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AGREEMENT

between

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

and

THE KALAMAZOO COUNTY EDUCATION ASSOCIATION
KALAMAZOO SUPPORT PERSONNEL
(MEA-KSP)

1991-92

This Agreement entered into this _____ day of _____ 1991, by and between the School District of the City of Kalamazoo, Michigan, hereinafter referred to as the "District", and the Kalamazoo County Education Association, an incorporated Association hereinafter referred to as the "Association", affiliated with the Michigan Education Association, hereinafter called the MEA, and the National Education Association, hereinafter called the "NEA".

ARTICLE I - RECOGNITION

Section A - The School District of the City of Kalamazoo (District) hereby recognizes the Kalamazoo County Education Association-MEA/NEA as the exclusive bargaining agent for Paraprofessional and Office Personnel of said District excluding any and all supervisory employees and further excluding three (3) excluded positions assigned to the Superintendent's Office, five (5) excluded positions assigned to the Department of Human Resources, and one (1) excluded position assigned to the Office of Budget and Finance.

Section B - This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing and signed amendments to this Agreement.

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

Section D - This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District.

Section E - If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section F - The District shall provide a copy of this Agreement to each employee and 25 copies to the Association within forty-five (45) days of ratification and signing of Agreement.

Section G - The District agrees it will not establish or implement any condition of employment affecting the terms of this Agreement without prior consultation with the Association. Nothing in this Agreement will be construed to limit the Board or its representative from establishing and implementing such reasonable rules and regulations not in conflict with this Agreement as may be deemed best for the purpose of maintaining order, safety and efficient operation.

Section H - The Association's Mutual Concerns Committee consisting of the President, President-elect, the Grievance Chairperson, the group representatives appropriate to the issue to be discussed shall be granted release time at its request to meet with the Director of Contract Administration to discuss matters of concern to the Association and/or the District.

ARTICLE II - DEFINITIONS

Section A - Whenever the term "employee" is used, it shall be those included as set forth in Article I, Section A.

Section B - Whenever the term "District" is used, it shall mean the School District of the City of Kalamazoo and shall include its designee upon whom the Board has conferred authority to act in its place.

Section C - Whenever the term "Association" is used, it shall mean the Michigan Education Association-Kalamazoo Support Personnel as defined in Article I, Section A, and include its designee upon whom the Association has conferred authority to act in its place.

Section D - Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include his/her designee upon whom the Superintendent has conferred authority to act in his/her place.

Section E - Whenever the term "Immediate Administrator" is used, it shall mean the administrator of any work location or functional division or group.

ARTICLE III - ASSOCIATION PROFESSIONAL DUES AND FEES

Section A - Following the first thirty (30) days of employment, all employees shall, as a condition of employment, become members of the Association or pay to the Association a fee equal to the amount of Association professional dues.

Section B - Employees shall make full payment directly to the Association or authorize payment to the Association through payroll deduction by October 15 of each year. Forms for such authorization shall be provided by the Association.

Section C - Employees who fail to make such payment or fail to authorize such deduction shall be discharged by the District upon receipt of written demand by the Association.

Section D - The Payroll Department shall make nineteen (19) equal deductions beginning the first pay day in October and continuing for the next eighteen (18) successive pay days, and on the next work day following the pay day, the Payroll Department shall forward to the Association membership chairperson a check for the total amount deducted together with a list of all members for whom a deduction was made, and the amount of each. An employee who requests payroll deductions for dues shall pay the full dues once a deduction has been made.

Section E - The Association agrees to indemnify the District against any claim brought by a discharged employee as a result of the enforcement of this Article.

Section F - Upon appropriate written authorization from an employee, the District shall deduct from the employee's salary appropriate remittance for annuities, credit union, savings bonds, charitable donations or other plans for programs jointly approved by the Association and the District.

ARTICLE IV - ASSOCIATION AND EMPLOYEE RIGHTS

Section A - Pursuant to Act 379 of the Public Acts of 1965, the District hereby agrees that every employee of the District shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The District agrees that it will provide rights conferred by said Act 379 or other laws of Michigan, or the Constitution of the State of Michigan and the Constitution of the United States, and that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the District or his/her institutions of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The District and the Association agree to the District's policies and procedures now in effect unless otherwise altered by this Agreement.

Section B - No more than four business luncheon meetings of the Association will be held annually from 12:30 p.m. to 2:00 p.m. on days to be determined by discussions between District representatives and the Association's Mutual Concerns Committee.

Section C - Whenever an administrator conducts a conference with an employee to discuss a matter which will result in the discipline or adverse evaluation of the employee, the employee shall be given the opportunity to have present at such conference the Association representative of the employee's choice.

Section D - Duly authorized representatives of KCEA-KSP, whose names shall be submitted to the Superintendent, may be permitted to transact official business on school property related to wages, hours and working conditions at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. KCEA-KSP representative(s) shall confer with the principal or his/her representative relative to his/her presence in the building and make arrangements with the principal or his/her representative to conduct said business.

Section E - The District agrees to furnish to KSP, in response to requests, information concerning the financial resources of the District which are available to the public and/or agreed to by the Superintendent including, but not limited to, annual financial reports and audits; register of the bargaining unit; tentative budget requirements and allocations; agendas and minutes of Board meetings; Treasurer's reports; census and membership data; names, addresses and salaries of all employees; and such other information as will assist KCEA-KSP in developing programs. KCEA-KSP shall also be entitled to information which may be necessary to process a grievance or complaint. It is understood that this shall not be

construed to require the District, without compensation by KCEA-KSP, to compile information and statistics not readily available, nor will such requests by KCEA-KSP have greater priority than District requests.

Section F - KCEA-KSP shall have the right to post notices of activities and matters of KCEA-KSP concern on bulletin boards, at least one of which shall be provided in each building. KCEA-KSP may use the District mail service for KCEA-KSP communications to employees.

Section G - After making an appointment for that purpose with the Department of Human Resources or the immediate supervisor, employees shall have the right, in the presence of a member of the Department of Human Resources or the immediate supervisor, to review the contents of their own personnel files (with the exception of college placement papers and employment recommendations). A representative of KCEA-KSP may, at the employee's request, accompany the employee during this review. All records pertaining to an employee shall be kept in the employee's file in the Department of Human Resources, or in the office of the immediate supervisor. Any material not in these files shall not be used in any way against the employee.

Section H - The District agrees to notify the KCEA-KSP prior to any reductions, reassignment or replacement of employees.

ARTICLE V - DISTRICT RIGHTS

Section A - The District on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, without limitations, all powers, right, 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 limiting the generality of the foregoing: the management and control of school properties, facilities, grades and courses of instruction, athletic 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 District 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 - It has been specifically agreed by the parties that the School District has the right to use volunteers, non-school employees, outside agencies or may in any other manner subcontract Paraprofessional work, except Paraprofessionals employed as of November 1, 1982, shall not be replaced by such subcontracting.

ARTICLE VI - CONCERTED ACTION PROHIBITION

The Association and/or its members shall not engage in nor encourage a strike against the School District during the life of this Agreement.

ARTICLE VII - FAIR EMPLOYMENT PRACTICES

The District shall provide equal employment opportunity regardless of race, creed, religion, color, national origin, sex, marital status, handicap or age; and the District and Association shall not discriminate on the above basis.

ARTICLE VIII - EMPLOYMENT

Section A - Initial classification of a new employee shall be made by the Department of Human Resources.

Section B - Probation Period.

1. Upon initial employment, employees shall be designated as probationary employees for a period of three (3) calendar months. Such probationary period shall serve the purpose of determining the employee's work skills and habits. Probationary employees shall not be used as temporary employees.
2. During the first calendar month of employment, probationary employees shall receive ninety (90) percent of the scheduled salary for the classification in which they are working. During said first calendar month, probationary employees shall work the contracted work hours and be granted contractual sick leave but shall receive no other contractual benefits or privileges.
3. Following the first calendar month of employment, probationary employees shall be granted full rights, privileges and benefits under this Agreement, except they shall not have the right to arbitration of dismissal.
4. A probationary employee who has successfully completed his/her probationary period shall be recommended to the Board for permanent appointment. A probationary employee whose performance has been appraised as unsatisfactory shall be terminated prior to the completion of the employee's probationary period.

5. The probationary period of an employee may be extended for a period not to exceed an additional three (3) months provided the District has given notification of such desired to extend to the employee and to the Association.
6. Seniority shall commence upon date of original hire and shall accumulate only while an employee is an active employee in the bargaining unit.

Section C - Career Employment

1. Employees who successfully complete the probationary period shall be placed on career status.
2. Career employees returning to the bargaining unit after an absence from the bargaining unit shall be placed no lower than the same salary step they were on when they left provided that said absence is no longer than two (2) years.
3. Career employees transferred to a new assignment shall be evaluated for three (3) consecutive months.

Section D - No employee shall be disciplined or discharged without just cause.

Section E - Warning for Career Employees

1. A career employee who fails to perform tasks assigned satisfactorily will be placed on a twelve (12) week warning period.
2. Appraisal shall be made after four (4) weeks, eight (8) weeks and immediately prior to the end of the twelve (12) week warning period. These appraisals shall be discussed in conference with the employee by the immediate administrator and signed by each. An addendum explaining the purpose of the evaluation shall accompany the evaluation form. Failure to achieve satisfactory performance may result in termination.

Section F - Upon employment, each employee shall be given a copy of these Articles of Agreement, written notification of assignment, job description, fringe benefit package, notice of placement on the levels of classification chart, pay, hours and name of immediate

administrator.

Section G - Five (5) working days prior to the last working day for ten (10) month employees, each employee shall receive notification of placement for the succeeding school year. Such notification shall include assignment, job title, placement on the levels of classification chart, pay level, percentage of time and name of immediate administrator.

Section H - The Association shall be notified promptly of any new hires, transfers, leaves of absence and terminations.

ARTICLE IX - ASSIGNMENT AND TRANSFER

Section A - Assignments of employees shall be designated by the Department of Human Resources.

Section B - The immediate administrator shall provide an orientation for an employee new to a position. Whenever practicable, employees new to a position shall have an overlap period with the employee vacating the position.

Section C - Transfer Rights, Career Ladder, and Substitutes

1. It is the intent of the parties, by adopting the following language, to encourage and facilitate upward mobility and career growth within the District.
2. Whenever the District determines that a position is to be filled, that position shall be designated as a vacancy and shall be filled in the following manner:
 - a. Upon determination that a vacancy exists, the District shall post such vacancy according to past practice. During the summer, notice of vacancy shall be sent to the president and to all employees who have requested placement on the Notification of Vacancies mailing list. Postings shall state a closing date for submitting applications for transfer. Such closing date shall be five (5) days after publication of posting.
 - b. Employees applying for posted vacancies shall submit proper written applications on a form provided by the District. Interviews shall be conducted with all employees requesting transfer who meet the stated qualifications for a posted position.

- c. In the interest of career advancement and in accordance with the concept that promotion from within serves the best interest of the District and the employees, first consideration for such posted vacancies shall be given to applicants from the same cluster successively down to the entry positions. Second consideration shall be given to applicants from other groups who seek advancement.
 - d. In the event applicants from equal clusters have relatively equal qualifications, the more senior applicant will be promoted.
- 3. After a vacancy is posted, it shall be filled within ten (10) days provided qualified bargaining unit members apply. If qualified bargaining unit members do not apply, such vacancies may be staffed with a substitute or a temporary employee for a period not to exceed 60 calendar days so the position may be reposted or so that applicants from outside the District may be secured and properly screened.
- 4. Substitute/Temporary Employees
 - a. If, for reasons other than those above, a substitute or temporary employee is placed in a position, such placement shall not exceed sixty (60) calendar days so the position may be reposted or so that applications from outside the District may be secured and properly screened.
 - b. When an employee is assigned substitute work in a higher paying position for more than five (5) consecutive days or more than six (6) days within ten (10) consecutive work days, the Board agrees to pay the substituting employee the position's range at that employee's step for the duration of the temporary assignment.
- 5. Employees who transfer between the Office Employee and Paraprofessional groups shall have seniority designated as follows:
 - a. Original date of most recent hire (bargaining unit seniority) shall reside in the group

into which the employee was first hired and shall continue to reside and accumulate in that group until seniority in the group into which the employee transfers equals bargaining unit seniority as calculated in accordance with Example d.

- b. An employee who transfers between Office Employee and Paraprofessional groups shall enter the new group without seniority in that group, but seniority in that group will accrue at the rate of two to one until full bargaining unit seniority is achieved in the new group, at which time all residual accrued seniority in the group of original hire will terminate (see Example d).
 - c. An employee who has transferred between the Office Employee and paraprofessional groups may, in the event of layoff, bump back into the group of original hire in accordance with total accumulated bargaining unit seniority and the limitations of Article XI, Section G and H.
5. Employees who transfer between the Office Employee and Paraprofessional groups shall have seniority designated as follows: (continued)

d. Example:

	9-85	9-86	9-87	9-88	9-89	9-90	9-91
OE Years	5	6	7	8	9	10	0
PP Years	0	2	4	6	8	10	11

- e. Layoff, bumping and recall rights shall take precedence over transfer rights.

Section D - Newly created positions shall be posted and filled in the same manner as vacated positions.

Section E - A program of testing shall be provided for applicants and employees. Career employees may upgrade their skills and will be tested upon their request for the purpose of meeting the stated qualifications for positions of higher classification.

Section F - Selection decision shall be administered in the following manner:

1. Objective and testable criteria shall be established as stated qualifications for each position listed in "Levels of Classification".
2. All new employees and employees transferring to another position shall be required to meet the stated qualifications for the positions to which they are assigned.
3. Any additional qualifications not subject to objective measurement shall be clearly stated in the posting.
4. Applicants not selected shall, at their request, be told why they were unsuccessful in the bid for the position. Applicants who further desire written summary of the reason shall request such summary in writing.
5. Applicants not selected shall be notified as soon as selection is made.

Section G - Employees shall give two (2) weeks notice prior to terminating. When proper notification is not given, temporary help may be used in accordance with Section C, Item 4, while the position is being posted and applicants for transfer are being processed.

Section H - If an employee is involuntarily transferred to a position of lower classification, no downward salary adjustment shall be made. The employee's salary shall remain constant until the salary for the position of lower classification catches up to the salary the employee earned while working in the previous position. When an employee voluntarily transfers to a position of lower classification, appropriate pay adjustment shall be made.

MEA - KALAMAZOO SUPPORT PERSONNEL
 CAREER LADDER/LAYOFF CLUSTER

Clusters

PARAPROFESSIONAL

KPS-OP

- | | | | |
|------|--|----|--|
| I. | School Secretary III
School Records Clerk
Administrative Secretary
Administrative Account Clerk
Payroll Clerk | I. | Special Education Aide
LPN
Interpreter
Instructional Aide
Bilingual
Math Lab
Alternative Classroom
Day Care Lead Aide |
| II. | School Secretary II
Account Clerk A
Purchasing Clerk
Library Assistant II
Secretary
Computer Operator
School Secretary I | | |
| III. | School Library Assistant III
Library Assistant I
Assistant School Secretary
Account Clerk B
School Library Assistant II * | | |

SPECIALIZED POSITIONS

ENTRY
 LEVEL

- | | |
|--|---|
| School Library Assistant II
Typist Clerk
Typist-Receptionist
Typist
Cashier Recorder | Hall Monitor
Phys. Ed. Aide
Security Guard
Day Care Aide
Bus Aide |
|--|---|

*Employees having more than three (3) years experience as School Library Assistant II

Section I - When an administrator transfers from one position to another, the employee by mutual agreement with that administrator, and providing that the employee meets the qualifications for the new position, may transfer with that administrator providing the position to which the employee transfers was vacated voluntarily. In such case, posting procedures shall not apply.

Section J - Involuntary transfers will be minimized and avoided whenever possible.

Section K - In the event there are no bargaining unit members on layoff, all bargaining unit members requesting transfers will be considered by the schools.

In the event vacancies exist that cannot be filled by internal transfer or recall, all laid off bargaining unit members shall be notified of the vacancy so they can apply and be considered for such vacancy.

ARTICLE X - SUPERVISION

Although it is recognized that certain classifications of employment entail certain supervisory responsibilities, it is understood by the parties and mutually agreed that no bargaining unit member shall assess the performance or contribute to the assessment of the performance of another bargaining unit member, except evaluations regarding probationary employees.

ARTICLE XI - LAYOFF AND RECALL

In the event of need for layoffs, the following procedure shall apply:

Section A - Prior to any layoff, the District shall confer with the Association for the purpose of reviewing the necessity for layoff and securing input on layoff decisions.

Section B - Percentage of black employees at the time of layoff will be maintained.

Section C - By December 1 of each year, the District shall provide the Association an updated seniority list which lists employees by bargaining unit seniority and by KSP seniority.

Section D - Bargaining unit seniority shall be defined as total length of unbroken service to the District and shall be designated by most recent date of hire. KSP service shall be

defined as the number of years, months and days served either as an office employee (formerly KAEOE-MESPA) or as a paraprofessional (formerly KATA-MESPA). KSP seniority shall be residual and cumulative as long as service within the bargaining unit is unbroken. Layoff, leaves of absence and service to the employer outside the bargaining unit shall not constitute a break in service. See Article VIII, Section 6.

Section E - Layoff shall occur by position deletion, the least senior employee in a particular position receiving a layoff notice.

Section F - In the specialized positions, employees receiving layoff notice shall exercise bumping rights in the following manner by seniority (see Page 9-A):

1. First, by bumping the least senior person in the same cluster who holds a position for which the laid off employee is qualified.
2. Second, if lack of qualification precludes bumping in accordance with (1) above, bumping shall proceed against the least senior employees by successive progression through the lowest cluster position for which the employee is qualified.
3. Third, bumping shall continue against the least senior employee in the entry level cluster designation in the laid off employee's group who holds a position for which the laid off employee is qualified.
4. Fourth, if lack of qualification prevents bumping in accordance with any of the above, bumping shall continue against the least senior employee in any entry level cluster who holds a position for which the laid off employee is qualified.
5. Fifth, if lack of qualification precludes any of the above, the employee shall be laid off and may apply for unemployment benefits pursuant to the rules of MESC.

Section G - In entry level positions, employees receiving layoff notice shall exercise bumping rights in accordance with F(3), (4), and (5) above.

Section H - It is the intent of the parties to layoff and recall in a manner which attempts to preserve employment for the most senior employees. In doing so, every effort will be made to place employees in previously-held positions.

Section I - Specialized employees bumped into entry level positions shall have first rights to return to specialized vacancies over entry level employees who have not been bumped from specialized positions.

Section J - Laid off specialized employees shall not be recalled to specialized positions over more senior entry level employees who are qualified for specialized positions.

Section K - In the event there are no bargaining unit members on layoff, all employees requesting transfer will be considered by the schools.

Section L - Otherwise, recall shall be in reverse order from order of layoff, it being the mutual intent of the parties to restore employees to the positions in which they were placed prior to the layoff and in the order in which they were placed.

Section M - Paraprofessionals working in special programs funded by out-of-District sources will be reduced by seniority in the event a reduction in funds necessitates a reduction in staff. Paraprofessionals who have transferred into specially-funded programs from regularly-funded positions shall maintain their seniority and job rights in regularly-funded positions in the event reductions in special funding necessitates reductions in those programs.

Section N - Other layoffs and recalls shall be the provision outlined in this article; except the parties recognize the existence of unique paraprofessional positions which cannot be adequately staffed if the employee is laid off. By March 1 of each year, the District shall provide the Association with a list of such unique positions and requirements which shall be preserved for position holders of those individuals possessing the required qualifications.

Section O - Employees hired for grant or short-term positions (programs of one [1] year or less in duration) will be retained for duration of that program only and will not have bumping rights. Employees laid off from funded positions will be eligible for recall into vacancies for which they qualify after all regular employees have been recalled.

ARTICLE XIII - JOB DESCRIPTIONS

Section A - There shall be an up-to-date job description for each position.

Section B - Job descriptions shall clearly state the general duties of the position. Employees shall perform exclusively the duties of their positions and shall not be assigned duties

outside their job descriptions.

Section C - If duties are modified, the employees affected by change shall receive written notification of new responsibilities. Employee concerns about assigned duties may be referred to the Department of Human Resources for review.

Section D - The Association shall be consulted when changes in job description necessitates adjustment in classification. Necessary pay adjustments shall be made the date of the receipt of the written notice of change.

ARTICLE XIII - WORK SCHEDULE

Office Employees

Section A - The standard work schedule for full-time employees shall be forty (40) hours per week. Employees shall have a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

Section B - Work Schedules

1. Each department and/or division in the School Administration Building and Community Education Center shall develop flextime work schedules.
2. Individual school buildings are encouraged to develop flextime schedules.
3. Flextime work schedules shall specify beginning and closing times (during which there will be office coverage), core hours (during which full strength coverage is required), and flextime hours (during which employees may vary arrival and departure times). Core hours in school buildings shall be those hours during which teachers are present. Lunch times shall be one-half hour or one (1) hour in length.
4. Guidelines established by the Department of Human Resources shall be utilized to develop schedules.
5. The Department of Human Resources, in cooperation with the Association, shall monitor the development and implementation of the flextime program.
6. No person shall be required to work in a building alone when the building is open to the public.

Section C - Fractional time employees work the schedule assigned by their immediate administrator or department head.

Section D - Overtime

1. Overtime shall consist of time on the job beyond forty (40) hours per week.
2. Overtime work shall be paid at the rate of time and one-half for week days and Saturdays and shall be paid at the rate of double time for Sundays and holidays.
3. An employee may elect to request compensatory time in lieu of the receipt of overtime pay. An employee must get approval for the utilization of compensatory time from his/her immediate supervisor. Any and all utilization of compensatory time must take place during the pay period in which such compensatory time was earned. Compensatory time shall be accrued on the basis of actual additional time spent on the job.

Section E - The work year of ten (10) month employees shall be 195 days starting not earlier than the starting day for ten (10) month administrators and closing not later than the closing day for ten (10) month administrators.

Section F - When road conditions, weather, or other acts of God make transportation extremely hazardous and difficult, twelve (12) month school employees shall:

1. Contact their immediate administrator or department head.
2. Report for work as soon as conditions clear.

Ten (10) month school office employees and paraprofessionals will not report for work on snow days but will report when those days are made up.

When, in the judgment of the Administration, an employee's absence is caused entirely by dangerous road conditions, foul weather, or other acts of God, a pay deduction shall not be made.

When the Superintendent of Schools or his/her designee determines that students are to be released before the end of the normal school day, the employees of the School District shall be released within one (1) hour after the early release time of the students. Those employees of the School District not assigned to a particular school building shall be released within one (1)

hour after the last group of students has been released. Early dismissal of employees will be equally applied.

Paraprofessionals

Section A - The work year for paraprofessionals shall be consistent with the work year for teachers as defined in the collective bargaining agreement with the Kalamazoo Education Association (KEA).

Section B - Paraprofessionals shall have a duty-free lunch period of thirty (30) minutes per day, and a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

Section C - The annual salary for full-time paraprofessionals as specified in Appendix A is based on a 6.5 hour work day. A job description shall be created for each paraprofessional position. Individual appointment notices shall specify position, range and hours.

Section D - Any work beyond the hours specified above shall be voluntary and approved by a supervising administrator.

1. Any work performed between 5:00 p.m. and midnight will be paid at a shift premium rate of twelve cents (\$.12) per hour above straight time.
2. Any work performed between midnight and 7:00 a.m. will be paid at a premium rate of twenty-four cents (\$.24) per hour above straight time.
3. Any work performed in addition to 32.5 hours per week up to and including 40 hours per week shall be paid at the straight time rate except as qualified by (1) and (2).
4. Any work beyond forty (40) hours per week and any Saturday work shall be paid at the rate of time and a half. Sunday work shall be paid at double time.
5. Straight time hourly rate shall be calculated as follows:

Annual Salary - 189 days - 6.5 hours =
Straight Hourly Rate

Section E - Pay for any work outside the scope of the 189 days calendar shall be prorated in accordance with the formulation specified in Section D above.

Section F - Paraprofessionals will be paid for all hours worked at camp, except for those hours between 10:00 p.m. and 6:00 a.m. Paraprofessionals are expected to be on call for emergencies during the aforementioned non-paid time.

ARTICLE XIV - SICK LEAVE

Section A - All employees shall receive sick leave credit at the rate of one (1) day per month and the full allowance for the year shall be credited at the beginning of each year. For part-time employees, sick leave shall be prorated in accordance with hours worked.

Section B - Unused sick leave shall be cumulative unlimited. Upon termination of employment, employee will sign an authorization for the District to deduct all sick leave used in excess of the authorized earned amount, if an adjustment has not already been made.

Section C - When an employee requests a leave of absence due to illness or maternity, the employee has the privilege of electing to use the benefits accrued under the sick leave policy. An employee returning to work for less than his/her regular hours may elect to use sick leave to equal his/her regular pay. The reduced work schedule shall be dependent upon a doctor's written statement.

Section D - When an employee is unable to report to work for any reason, he/she must notify his/her immediate administrator as soon as possible stating the reason for the absence. Failure to do so may result in loss of pay.

Section E - A new employee must actually enter upon the execution of his/her duties with the District in order to be eligible for sick leave credit or any other provisions herein contained.

Section F - When an employee is ill during a holiday, he/she shall not experience loss of sick leave for the holiday.

Section G - When an employee becomes ill during vacation time, that employee must notify his/her immediate administrator the morning of his/her illness if he/she wishes to have that time counted as sick leave instead of vacation. In the event that an employee is unable to contact his/her immediate administrator, a statement from a licensed physician shall be submitted as proof of illness during vacation.

Section H - Sick leave may be allowed for absences due to the illness of members of the immediate family or household, such absences to be deducted from sick leave. In the event there is no sick leave to the employee's credit, there will be a full

deduction for such absence. The immediate family is interpreted to include spouse, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren. When two (2) individuals have lived together for a number of years, they will be covered by the above.

Section I - The District will continue to pay health and dental premiums while an employee is being reimbursed for sick leave.

Section J - In the event an employee suffers an illness or injury necessitating extended absence from work, the District may continue to provide medical insurance beyond the exhaustion of sick leave. Decision to continue such insurance premium payments shall be based on length of service, absence record and work record. The maximum length of extended payment shall be twelve (12) months beyond the exhaustion of sick leave. A committee of two employees appointed by the Association and two administrators appointed by the District shall review requests for such extended coverage on a case-by-case basis and make recommendations to the Director of the Department of Human Resources. The decision of the Director of Human Resources shall be final. The criteria used for determining extended coverage shall be consistently applied.

ARTICLE XV - FUNERAL POLICY

Section A - A total of five (5) days of absence will be allowed for each death in the immediate family to enable the employee to make arrangements for and attend the funeral when travel, distance or other circumstances warrant. Additional days of absence may be allowed but taken from sick leave and/or personal business leave. The immediate family is interpreted to include spouse, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. When two (2) individuals have lived together for a number of years, they will be covered by the above.

Section B - Two (2) days of absence per year will be allowed for the purpose of attending the funeral of a relative outside the immediate family. Additional days of absence will be allowed but taken from sick leave credit.

Section C - One (1) day of absence per year will be allowed to attend the funeral of a friend and deducted from sick leave.

Section D - If the employee has no unused sick leave credits, a full deduction will be made.

ARTICLE XVI - OTHER ABSENCES

Section A - In the event of an injury or illness, compensable under the Michigan Worker's Compensation Law, the affected and necessarily absent employee may elect to be paid from his/her unused paid sick leave credits (to the extent that the same will support such payment) an amount sufficient to make up the difference between what he/she received from the Worker's Compensation Commission and his/her regular salary during such necessary absence.

Section B - Absences to attend meetings will be permitted to a limited extent without pay deduction, subject to approval by the immediate administrator and by the department head. (Form S-55A).

Section C - Absences other than for personal illness or for brief periods of time approved by the immediate administrator must be approved by the Superintendent on an S-55A Absence Request Form.

Section D - Leaves of absence without pay may be granted upon written application for the purpose of further educational study.

Section E - Employees required to serve jury duty or subpoenaed to testify shall receive the difference between jury duty pay or witness fee and their regular pay. Such employees shall experience no deduction in sick leave, vacation, or overtime accumulation. Prior notice is required.

Section F - Military leaves of absence shall be granted for one (1) enlistment period to an employee who shall be inducted or enlists for military duty to any branch of the Armed Forces of the United States. An employee on military leave shall be given the benefits of any increment and sick leave allowances which would have normally been credited.

Section G - After two (2) years of employment, a leave of absence for one (1) year shall be granted on recommendation of the Superintendent and subject to approval of the Board.

1. Employees on leave who wish to return to work shall request placement in writing. He/she will be interviewed for the first vacant position for which he/she is qualified. If employment is offered, he/she will be permitted to accept or reject the position without losing his/her leave of absence status. During the time the employee is on leave, he/she will be interviewed for each position for which he/she is qualified. A one (1) year extension of the leave may be requested.
2. The leave of absence shall not entitle the employee to pay increment or sick leave accrual during the time away from employment. The employee shall retain his/her pay status

or without remuneration for themselves or for anyone else.

6. If a reply to the S-55A has not been received prior to the date of absence, the employee should contact the immediate administrator to get his/her response.

ARTICLE XVII - DISABILITY AND CHILD CARE LEAVE

- A. Leaves for disability shall be granted because of substantiated illness, injury or disability, including pregnancy, subject to the terms of this Article. The District may at its expense, require examination by a health care provider of its choice.
- B. During such leave, an employee shall have the right to use earned sick leave and/or vacation time for the period of the disability, and shall be deemed to be continuously employed during the period of the leave due to substantiated illness, injury or disability, including pregnancy. If sick leave and vacation time are exhausted, the balance of the leave shall be unpaid.
- C. During such leave, existing insurance benefits continue only so long as the employee is deemed to be continuously employed as defined in B above. Thereafter, the District shall pay the employee's insurance premiums to continue existing coverage for up to sixty (60) days, provided the employee continues to be disabled.
- D. In order to return from such leave, employee shall submit a written request to return and satisfactory medical evidence that s/he is capable of returning to work. The District may, at its expense, require examination by health care provider(s) of its choice.
- E. Employees who return from approved disability (including pregnancy) leaves of six months or less, shall be returned to the position held prior to such leave. During such leave, the position will be filled by a temporary employee or substitute. When laid off employees are used as substitutes, they shall be paid according to their own step at the range of the position in which they are substituting.
- F. Employees may also submit a written request for a child care leave (without pay) which may be for a period of up to one (1) year. The request shall contain the date at which the employee wishes the leave to begin. An employee may return to work from such leave by requesting placement in writing and submitting a satisfactory written statement from a licensed physician that employee is capable of working. Placement shall be administered as stated in Article XVI, Section G (1,

2 and 3).

G. Any employee with approved leave prior to ratification will be grandfathered.

ARTICLE XVII - PERSONNEL SKILLS DEVELOPMENT

Section A - The purpose of personnel skills development shall be to provide experiences and information to employees including a review of skills or office procedures, new equipment or techniques, policies or procedures of the District, or race or human relations. Personnel skills development activities shall be planned by the Personnel Skills Committee or may be planned by building and department administrators.

Section B - There shall be a Personnel Skills Development Committee consisting of no more than four (4) Association members and four (4) members of the Administration. This committee shall plan training activities and shall submit the plans to the Superintendent for final approval. Employees will be notified by the Administration if attendance is voluntary or mandatory. Employees will be compensated for required attendance or workshops beyond regular hours.

Section C - The District will reimburse work-related classes outside the Kalamazoo Public Schools. Such classes shall be limited to two (2) classes per year for work-related classes in an amount not to exceed the cost of tuition at the KPS adult education high school. Such reimbursement must be approved by the employee's administrator. If Section 97 funds are available, the employees may also request that such funds be used for office employees and paraprofessionals.

Section D - Workshops, Conferences or Meetings: Employees may request attendance at workshops, conferences, or meetings which are Association business. Such requests will be on appropriate form (S-55) with appropriate Association authorization attached (see Appendix B). The District will fund 15 days of such attendance and the Association may authorize up to 25 days in addition-cost of employee release to be paid by the Association. The District reserves the right to cancel this arrangement at any time beyond expiration of this agreement.

Section E - During the life of this Agreement, the negotiating teams shall be empowered to revise this Article. Such revision shall become effective upon mutual agreement between the negotiating teams.

ARTICLE XIX - GRIEVANCE PROCEDURE

Any claim by the Association or employee that there has been a

violation, misinterpretation, or misapplication of the terms of this Agreement shall be resolved through the procedure set forth herein.

Section A - The first step of the procedure shall consist of a conference between the employee and his/her immediate administrator, either directly or with the Association representative, to discuss concerns about administration, interpretation, or application of this Agreement, with the object of resolving the matter informally. This conference shall be requested by the employee or the Association representative within five (5) working days of the incident. The parties shall jointly draft, sign, and date a memo indicating that such conference was held.

Section B - Step I: If the grievant is not satisfied that the grievance was resolved in Step A, he/she shall submit to the other party a written statement of the grievance on the form as provided in Appendix C. This step shall be taken within five (5) working days of the conference (Step A) or the grievance shall be considered null (see Section F). The person with whom the grievance is filed shall reply in writing within five (5) working days of receipt of the written grievance.

Section C - Step II: Failing satisfactory settlement between the employee and his/her immediate administrator, the grievance form shall be referred by the grievant to the Department of Human Resources within five (5) working days of the administrator's reply. A conference shall be scheduled within five (5) working days of the referral. The Department of Human Resources shall hear the grievance. An earnest effort shall be made by both parties to settle the grievance. The Office of Contract Administration shall answer the grievance within five (5) working days from the hearing.

Section D - Step III: Failing resolution at Step II, the grievance shall be submitted to the Superintendent or his/her designee within ten (10) days following such conference. The Superintendent or his/her designee shall conduct a conference with the grievant and the grievant's representative within ten (10) days following receipt of grievance. The Superintendent or his/her designee shall render a disposition within ten (10) days following such conference.

Section E - Step IV: In the event the grievance is not settled at Step III, either the District or the Association shall have the right to appeal the grievance to the impartial arbitrator appointed under and in accordance with the rules of the American Arbitration Association. If the Association decides to go to arbitration, it shall inform the District of such within fifteen (15) calendar days.

Section F - A grievance may be withdrawn at any level. Any grievance not advanced to the next step within the time limit in that step shall be deemed abandoned. Time limits at any step may be extended by the District and the Association in writing, then the new date shall prevail.

Section G - Power of the Arbitrator

It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

1. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. He/She shall have no power to rule on any claims or complaints for which there is another remedial procedure or forum established by law or by regulations having the force of law.
3. He/She shall have no power to rule on the dismissal of a probationary employee.

Section H - A grievant shall be entitled to Association representation at each step of the procedure.

Section I - Both parties agree to be bound by the award of the arbitrator and there shall be no appeal from an arbitrator's decision.

Section J - The cost of the arbitrator for any case requiring settlement by arbitration shall be shared equally 50 percent between the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE IX - VACATION POLICY

Section A - Twelve (12) month employees will be entitled to vacation allowance as stated below:

1. All vacations will be granted at the convenience of the District with the approval of the immediate administrator or department head and the Superintendent.
2. Vacation shall be credited by the month as determined by amount of annual vacation allowance.

Vacation Credit Per Year Monthly Vacation Allowance

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 September 1 or later).
15 days/year	1.5 per month for first ten months of fiscal year.
20 days/year	Two per month for first ten months of fiscal year.

VACATION EXAMPLE

1. Employee has 10 days annually and worked 1987-88. Maximum accumulation is 15 days.

Vacation Credit

July 1, 1987		10 days + 1 =	11 days
August, 1987			12 days
September, 1987			13 days
October, 1987			14 days
November, 1987	(Takes 2 days)	15 days - 2 =	13 days
December, 1987			14 days
January, 1988			15 days
February, 1988			15 days
March, 1988	(Takes 5 days)	15 days - 5 =	10 days
April, 1988			11 days

2. Employee has 20 days annually and changed from 10 to 12 month July 1, 1987. Maximum accumulation is 30 days.

Vacation Credit

July 1, 1987			2 days
August, 1987			4 days
September, 1987			6 days
October, 1987			8 days
November, 1987			10 days
December, 1987	(Takes 5 days)	12 days - 5 =	7 days
January, 1988			9 days
February, 1988			11 days
March, 1988			13 days
April, 1988			15 days

3. Employees in good standing, upon proper termination of employment or transferring to a ten (10) month job, shall receive the vacation pay that has accumulated up to that time.
4. Holidays occurring during regular vacation shall not be deductible from vacation allowance.
5. Vacation pay shall be paid to each employee in advance of the employee's vacation period if the employee is on vacation on a regularly scheduled payday, and providing the employee notifies the Division of Business and Finance in writing at least nineteen (19) working days in advance of the pay period preceding said vacation (except in cases of extreme emergency). Advances for vacation pay will not be made when the periods cross the fiscal years. The Director of Human Resources will be the sole judge relative to the determination of extreme emergency.
6. Vacation may not be taken during the first 30 days of the probationary period.
7. The number of vacation days which may be accumulated for Kalamazoo Public Schools' employees is one and one-half times the allowance for the fiscal year.

Section B - Vacation allowance for service to the Board shall be earned from the date of initial employment. The employee shall work a minimum of ten (10) working days to receive allowance for the first month of service. A ten (10) month employee who transfers to a twelve (12) month position shall begin to earn vacation allowance from the date of transfer. A complete year of ten (10) month service shall be equal to a year of twelve (12) month service in computing total years of service.

The following schedule shall be utilized in determining vacation allowance:

1. First year employees: one (1) day per month up to ten (10) days per year.
2. Thereafter, and through the fifth (5th) full fiscal year, ten (10) days per year.
3. After the fifth (5th) full fiscal year and through the twelfth (12th) fiscal year, fifteen (15) days per year.
4. After the twelfth (12th) fiscal year, twenty (20) days per year.

Section C - Regular twelve (12) month employees working less than a full week shall receive vacation allowance prorated by the fraction of the week they are employed, and computed as described in Section B.

Section D - During the life of this Agreement, the negotiating teams shall be empowered to revise the manner in which the vacation policy is applied except that the parties shall not diminish vacation benefits. Such revision shall become effective upon mutual agreement by the negotiating teams.

ARTICLE XXI - COMPENSATION

Section A - The pay of employees covered by this Agreement is set forth in the Employees' Pay Schedule (see Appendix C, 1-5). Any permanent, fractional-time employee regularly employed on a continuing basis shall be compensated on a prorated rate of pay.

Section B - The following days shall be paid holidays:

Twelve-Month Office Employees

SCHOOL:

Independence Day
Labor Day
Thanksgiving
Friday following Thanksgiving
End-of-Year Holidays per Appendix D
Good Friday
Memorial Day
One (1) Floating Leave day

If any of the foregoing holidays fall on Saturday, Sunday or regular day off, equivalent time off shall be provided. Employees required to work any of the aforementioned days will be given an alternate day.

During any Leap Year, employees shall receive one (1) day compensatory time or an additional day of his/her scheduled rate.

See Appendix D - KPS End-of-Year Holiday Schedule

Ten-Month Office Employees

Labor Day
Thanksgiving
Friday following Thanksgiving

Christmas Day
New Year's Day
Good Friday
Memorial Day

Paraprofessionals

Labor Day
Thanksgiving
Memorial Day

Fractional Employees

Fractional employees shall receive pro-rated holidays based on their assignment.

Section C - Any employee engaged during the working day in negotiating in behalf of the Association with any representatives of the District or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of pay.

Section D - An employee required to use his/her automobile for official District business shall be reimbursed at the rate established by the Board and consistent with other employee groups. Such use shall be approved in advance by the immediate administrator. No Office Employee shall be required to transport students.

Section E - Payroll deductions shall be provided employees for U.S. Savings Bonds, the credit union, and any annuity programs offered by the District.

Section F - Longevity pay shall be made to eligible employees in a separate check prior to December 15. Continuous service from six (6) to twenty-eight (28) years shall constitute the eligibility period. Employees having combined service shall be credited with \$15 per year for paraprofessionals and \$20 per year for office employees. The schedule is as follows:

Office Employees

6 years	\$120	18 years	\$360
7 years	140	19 years	380
8 years	160	20 years	400
9 years	180	21 years	420
10 years	200	22 years	440
11 years	220	23 years	460
12 years	240	24 years	480

13 years	260	25 years	500
14 years	280	26 years	520
15 years	300	27 years	540
16 years	320	28 years	560
17 years	340		

Paraprofessionals

6 years	\$ 90	18 years	\$270
7 years	105	19 years	285
8 years	120	20 years	300
9 years	135	21 years	315
10 years	150	22 years	330
11 years	165	23 years	345
12 years	180	24 years	360
13 years	195	25 years	375
14 years	210	26 years	390
15 years	225	27 years	405
16 years	240	28 years	420
17 years	255		

Employees eligible for longevity pay who terminate after June 30, but before the tenth (10th) day of December, shall receive longevity pay at the time of termination according to schedule. (A complete year of ten [10] month service shall be equal to a year of twelve [12] month service in computing total years of service.)

Those employees who have worked the immediately previous six (6) or more years without interruption, shall be counted continuously employed. The immediately previous six (6) or more years shall have been completed prior to July 1 for 12-month employees and prior to October 17, 1987, for 10-month employees. For those 12-month employees whose date of hire is between July 1 and the starting date for 10-month employees, a determination under this Section shall be computed as though those employees were hired as of July of that year.

EXAMPLE: Office Employees

Initial date of employment March 1, 1974

1 year of service	July 1, 1974 to July 1, 1975
2 years of service	July 1, 1975 to July 1, 1976
3 years of service	July 1, 1976 to July 1, 1977
4 years of service	July 1, 1977 to July 1, 1978
5 years of service	July 1, 1978 to July 1, 1979
6 years of service	July 1, 1979 to July 1, 1980

6 years longevity pay \$120.00 plus

4 month's prorated (\$20)	<u>6.68</u>
Longevity check 12/80	\$126.68

EXAMPLE: Paraprofessional

6 years' longevity pay	\$ 90.00 plus
4 month's prorated (\$15)	<u>6.00</u>
Longevity check 12/80	\$ 96.00

An employee granted a leave of absence shall be considered continuously employed except the time spent on leave shall not count as service credit.

The following rules shall be utilized to compute the longevity pay:

1. Longevity shall be computed from initial date of employment.
2. Ten (10) month and twelve (12) month employees shall receive an equal amount of longevity pay according to years of service.
3. Fractional time employees shall receive pay prorated by the percentage of time worked.
4. Employees who have both fractional and full-time service credit shall receive pay for the years most favorable to the employee.
5. An employee returning from a leave of absence shall be required to serve a minimum of one (1) year continuous service before being eligible for longevity pay.

Section G - Employees who have served the District for twenty (20) years or more shall receive an additional two (2) percent on their salary schedule in addition to the rate of pay indicated by the applicable salary schedule. Payment shall begin on the date of the 20th anniversary of employment.

Section H - Insurance

1. Office Employees: The District shall provide without cost to ten(10) month and twelve (12) month, full-time employees MESSA Super Care I protection plan for the employee's entire family. Permanent, fractional-time employees shall receive a prorated amount.

Paraprofessionals: For paraprofessionals with two (2) or more years of service with the District, the District shall pay 80% of the cost of MESSA Super Care I protection plan for the employee's entire family. During a paraprofessional's first two years with the District, the District shall pay 100% of MESSA's Super Care I single subscriber only.

April 7, 1975: Office employees employed on or before April 7, 1975, who elect not to take MESSA Super Care I full family benefits may maintain the same level of benefits, including options, paid on their behalf by the District in the 1988-89 school year; provided, however, that the health insurance component of any such benefit package shall be MESSA Super Care I. An employee employed on or before April 7, 1975, who subsequently elects to change her level of benefits to that of the other office employees shall lose her right to return to the level of benefits, including options, paid for by the District in the 1988-89 school year.

3. The District shall provide the Delta Dental Care Plan for all employees and their entire families-Plan C, \$1,000 maximum.
4. The Board shall provide Delta Orthodontic Benefits (Class Ill) Plan 0-1.
5. The District agrees, during the life of this Agreement, to provide the employee with a group life insurance program of \$5,000 only with an insurance carrier authorized to do business in the State of Michigan.
6. During the life of this Agreement, the District shall provide for KSP employees, MESSA VSP-1 vision insurance up to a cost of \$7.33 per month per eligible employee.

Section I - The District shall pay to the employee or his/her beneficiary at the time of retirement or death, a sum equal to two (2) days pay at current rate for each year of service.

The employee shall have served the District five (5) years to be eligible for this benefit. Fractional-time employees shall receive a prorated proportion of this benefit.

Section J - The District will reimburse each employee equal to the cost charged by the Kalamazoo County Health Department for the required Tuberculin test. Payment will be 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 - Initial placement of a new employee shall be made by the Department of Human Resources.

Section L - A one (1) step advancement within the assigned classification shall occur at the beginning of each fiscal year for each employee until the highest step is reached provided, however:

1. There has been no unsatisfactory evaluation by the immediate administrator during the current fiscal year.
2. An employee must have worked one-half of a work year within the system to qualify for such a raise.
3. Each employee currently employed shall retain the number of years prior experience granted by the District at the time of hire.

Section M - Pay increases for part-time employees shall occur in proportion to hours worked. For example: A three-quarter time employee advances one (1) step annually and receives three-fourths of the next scheduled pay, providing work is evaluated as satisfactory.


ARTICLE XXII - DURATION OF AGREEMENT

This Agreement is the complete Agreement between the parties and replaces in every respect any other Agreement between the parties. This Agreement shall become effective on July 1, 1991, and will remain in effect through June 30, 1992, and will be automatically renewed for successive periods of one (1) year unless either party notifies the other in writing at least sixty (60), but not more than ninety (90) days, prior to its expiration, or anniversary thereof, of its desire to amend or terminate this Agreement.

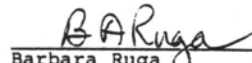
SIGNATURE PAGE

MICHIGAN EDUCATION ASSOCIATION
KALAMAZOO SUPPORT PERSONNEL

SCHOOL DISTRICT OF THE
CITY OF KALAMAZOO



Anne Roberson
Association President



Barbara Ruga
Attorney/Chief Negotiator



Ron Bacon
Uniserv Director



Judith Alexander
Executive Personnel Specialist

APPENDIX A

KALAMAZOO SUPPORT PERSONNEL ASSOCIATION
REQUEST FOR RELEASED TIME FOR ASSOCIATION BUSINESS

NAME _____ DATE _____

SCHOOL _____

Date(s) of Absence _____ Full Day _____ Half Day _____

Substitute Needed YES ___ NO ___

Signed _____

Approved _____
KSP President

C. Position of Grievant(s)

Signature

Date

D. Position of Association

Signature

Date

STEP IV

A. Date Submitted to Arbitration

B. Party Submitting Dispute to Arbitration

C. Disposition and Award of Arbitrator

Signature of Arbitrator

Date

APPENDIX C-1

OFFICE EMPLOYEE SALARY SCHEDULE

1991-92

	A	B	12-MONTH		E	F	G
			C	D			
12	18,538	19,302	20,066	20,829	21,594	22,357	23,120
11	17,935	18,673	19,414	20,153	20,894	21,631	22,371
10	17,333	18,047	18,760	19,476	20,190	20,904	21,621
9	16,733	17,421	18,110	18,800	19,489	20,177	20,869
8	16,072	16,735	17,396	18,060	18,720	19,384	20,046
7	15,404	16,038	16,673	17,310	17,945	18,579	19,214
6	14,803	15,412	16,010	16,633	17,243	17,851	18,461
5	14,081	14,661	15,240	15,820	16,399	16,978	17,560
4	13,177	13,720	14,263	14,806	15,348	15,892	16,435
3	12,153	12,653	13,153	13,654	14,271	14,655	15,155
2	11,009	11,463	11,917	12,369	12,822	13,279	13,684
1	10,225	10,646	11,069	11,489	11,910	12,332	12,754

APPENDIX C-2

OFFICE EMPLOYEE SALARY SCHEDULE
1991-92

10-MONTH - 80.9%

	A	B	C	D	E	F	G
12	14,997	15,616	16,233	16,851	17,469	18,087	18,704
11	14,509	15,107	15,706	16,304	16,903	17,499	18,098
10	14,022	14,601	15,177	15,756	16,333	16,911	17,491
9	13,537	14,094	14,650	15,209	15,766	16,323	16,882
8	13,002	13,539	14,073	14,610	15,144	15,681	16,217
7	12,462	12,975	13,489	14,004	14,517	15,030	15,544
6	11,976	12,469	12,952	13,456	13,946	14,441	14,935
5	11,391	11,860	12,329	12,799	13,266	13,735	14,207
4	10,660	11,099	11,539	11,979	12,417	12,856	13,296
3	9,831	10,236	10,640	11,046	11,545	11,856	12,261
2	8,907	9,274	9,641	10,006	10,373	10,742	11,071
1	8,272	8,612	8,979	9,292	9,636	9,977	10,318

0 - 4 years - 80.9%
5 - 12 years - 82.6%
13 + years - 84.4%

APPENDIX C-3

OFFICE EMPLOYEE SALARY SCHEDULE

1991-92

10-MONTH - 82.6%

	A	B	C	D	E	F	G
12	15,312	15,944	16,574	17,205	17,836	18,468	19,098
11	14,814	15,424	16,036	16,646	17,258	17,867	18,479
10	14,317	14,906	15,495	16,088	16,676	17,267	17,859
9	13,822	14,389	14,958	15,529	16,097	16,666	17,238
8	13,276	13,823	14,370	14,917	15,463	16,011	16,558
7	12,724	13,248	13,772	14,298	14,823	15,346	15,870
6	12,227	12,730	13,224	13,738	14,243	14,744	15,248
5	11,630	12,110	12,588	13,068	13,545	14,023	14,505
4	10,884	11,333	11,781	12,230	12,678	13,127	13,571
3	10,038	10,451	10,864	11,279	11,787	12,105	12,517
2	9,094	9,468	9,844	10,217	10,591	10,968	11,304
1	8,446	8,793	9,143	9,490	9,837	10,187	10,534

0 - 4 years	-	80.9%
5 - 12 years	-	82.6%
13 + years	-	84.4%

APPENDIX C-8

OFFICE EMPLOYEE SALARY SCHEDULE

1991-92

10-MONTH - 84.4%

	A	B	C	D	E	F	G
12	15,646	16,292	16,935	17,580	18,225	18,869	19,514
11	15,137	15,760	16,385	17,010	17,634	18,256	18,881
10	14,629	15,232	15,833	16,438	17,040	17,643	18,248
9	14,122	14,704	15,285	15,867	16,449	17,029	17,613
8	13,565	14,124	14,683	15,242	15,800	16,359	16,919
7	13,001	13,536	14,072	14,610	15,146	15,680	16,217
6	12,495	13,007	13,513	14,038	14,554	15,065	15,581
5	11,884	12,374	12,863	13,353	13,840	14,329	13,821
4	11,121	11,579	12,038	12,497	12,954	13,413	13,872
3	10,256	10,679	11,101	11,524	12,044	12,369	12,791
2	9,292	9,675	10,058	10,440	10,822	11,207	11,549
1	8,630	8,985	9,342	9,697	10,052	10,408	10,764

0 - 4 years - 80.9%
 5 - 12 years - 82.6%
 13 + years - 84.4%

APPENDIX C-5

PARAPROFESSIONAL SALARY SCHEDULE

1991-92

	3	4	5	6	7	8	9	10
7	9,330	9,814	10,299	10,784	11,268	11,754	12,238	12,722
6	8,846	9,330	9,814	10,299	10,784	11,268	11,754	12,238
5	8,725	9,208	9,693	10,177	10,661	11,136	11,631	12,116
4	8,603	9,088	9,571	10,058	10,541	11,027	11,511	11,995
3	8,631	8,846	9,330	9,814	10,299	10,784	11,268	11,754
2	8,118	8,603	9,088	9,571	10,058	10,541	11,027	11,511
1	7,997	8,361	8,846	9,330	9,814	10,299	10,784	11,268

APPENDIX D

KALAMAZOO PUBLIC SCHOOLS
Human Resources Department

12-Month School Employees

End of the Year Holiday Schedule

When Christmas & New Year Fall on	KPS Observes Holidays on (holidays and weekends "X")							No. of Holidays X-mas & New Year
	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	
Sunday	X					X	X	2
Monday	X	X				X	X	4
Tuesday	X	X	X				X	4
Wednesday	X	X	X	X			X	6
Thursday	X			X	X	X	X	6
Friday	X				X	X	X	4
Saturday	X					X	X	<u>2</u>
								TOTAL 28
								AVERAGE 4

APPENDIX E

LEVELS OF CLASSIFICATION
OFFICE EMPLOYEES

<u>RANGE</u>	<u>TITLE</u>
	<u>KPS</u>
12	Secretary to Assistant Superintendent
11	Administrative Account Clerk Administrative Secretary School Records Clerk School Secretary III Payroll Clerk
10	Account Clerk A Library Assistant II Purchasing Clerk School Secretary II Computer Operator
9	School Secretary I Secretary
8	Account Clerk B Assistant School Secretary School Library Assistant III
7	School Library Assistant II Library Assistant I Typist-Receptionist
6	School Library Assistant I Typist-Clerk Cashier Recorder
5	
4	
3	Typist
2	
1	

APPENDIX F

LEVELS OF CLASSIFICATION
PARAPROFESSIONAL EMPLOYEES

<u>TITLE</u>	<u>GRADE</u>
Hearing Impaired Interpreter	
Licensed Practical Nurse	7
Instructional + 60 semester hours or AA Degree	6
Instructional + 30 semester hours	5
Instructional	
Special Education/Bilingual	4
Lead Day Care/Classroom	3
Day Care/Junior High	2
Locker Room, Hall Monitor, Gate Guard, Bus Aide	1

APPENDIX G

KALAMAZOO PUBLIC SCHOOLS
REQUEST FOR REVIEW OF CLASSIFICATION/STEP PLACEMENT

Section I: Employee

Name _____ Date of Report _____

Position _____

Request _____

Rationale for the Request (attach supportive rationale and data):

Position Comparison (name of position which should be):

More Than _____

Same As _____

Less Than _____

.....
Section II: Immediate Administrator (if appropriate)

Name _____ Date of Receipt _____

Position _____

Disposition: I recommend that the reclassification
_____ be approved (attach supportive rationale and data)
_____ be denied (attach supportive rationale and data)

Position Comparison (name and position which should be):

More Than _____

Same As _____

Less Than _____

Date Submitted to Director/Administrator/Coordinator (if appropriate) _____

.....
Section III: Director/Administrator/Coordinator

Name _____ Date of Receipt _____

Position _____

Disposition: I recommend that the classification

Section III (continued)

_____ be approved (attach supportive rationale and data)

_____ be denied (attach supportive rationale and data)

Position Comparison (name a position which should be):

More than _____

Same As _____

Less Than _____

Date Mailed to Position Classification and Compensation Committee _____

.....
Section IV: Position Classification and Compensation Committee

Date Received: _____

Response to Employee Statement of the Request (see Section I)

(Recommendation to the Superintendent)

Date Transmitted to the Superintendent: _____

.....
Section V: Superintendent

Date Received _____

Decision (see Section I—Employee Statement of the Request and Section IV—Response Employee Statement of the Request)

Date Returned to Position Classification and Compensation Committee _____

.....
Section VI: Board Action

Recommendation of the Superintendent

Date of Board Action (if any) _____

Not to Become a Part of the Employee's Personnel Record.

APPENDIX I-1

LETTER OF AGREEMENT #1

DISCUSSION ITEMS

During the 1991-92 school year, the parties agree to refer for discussion between District representatives and the Association's Mutual Concerns Committee: (1) the items listed for discussion in sub-paragraphs 11 A, B, C and E of the Association's May 20, 1991 proposal, and (2) selection of dates for four Association business luncheons.

APPENDIX I-2

LETTER OF AGREEMENT #2

Flexible Benefits Plan

If the parties establish a flexible benefits plan, individual Association members may elect to participate in the plan in lieu of taking insurance coverages otherwise provided in the Agreement; however, if an individual member's plan includes a health insurance component, the health insurance plan must be the plan provided in the Agreement.

APPENDIX I-3

LETTER OF AGREEMENT #3

Alcohol and Drug Use Policy

The parties agree to establish a joint committee to develop work rules for the implementation of the Board's Alcohol and Drug Use Policy. The Board agrees not to engage in the drug testing of Association members prior to the mutual establishment of work rules.