

6/30/94

**A G R E E M E N T**

**between**

**THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO**

**and**

**INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE, AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA and its TECHNICAL,  
OFFICE AND PROFESSIONAL LOCAL 2150**

**UNIT III**

**1991-94**

*Kalamazoo School District*

**LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University**

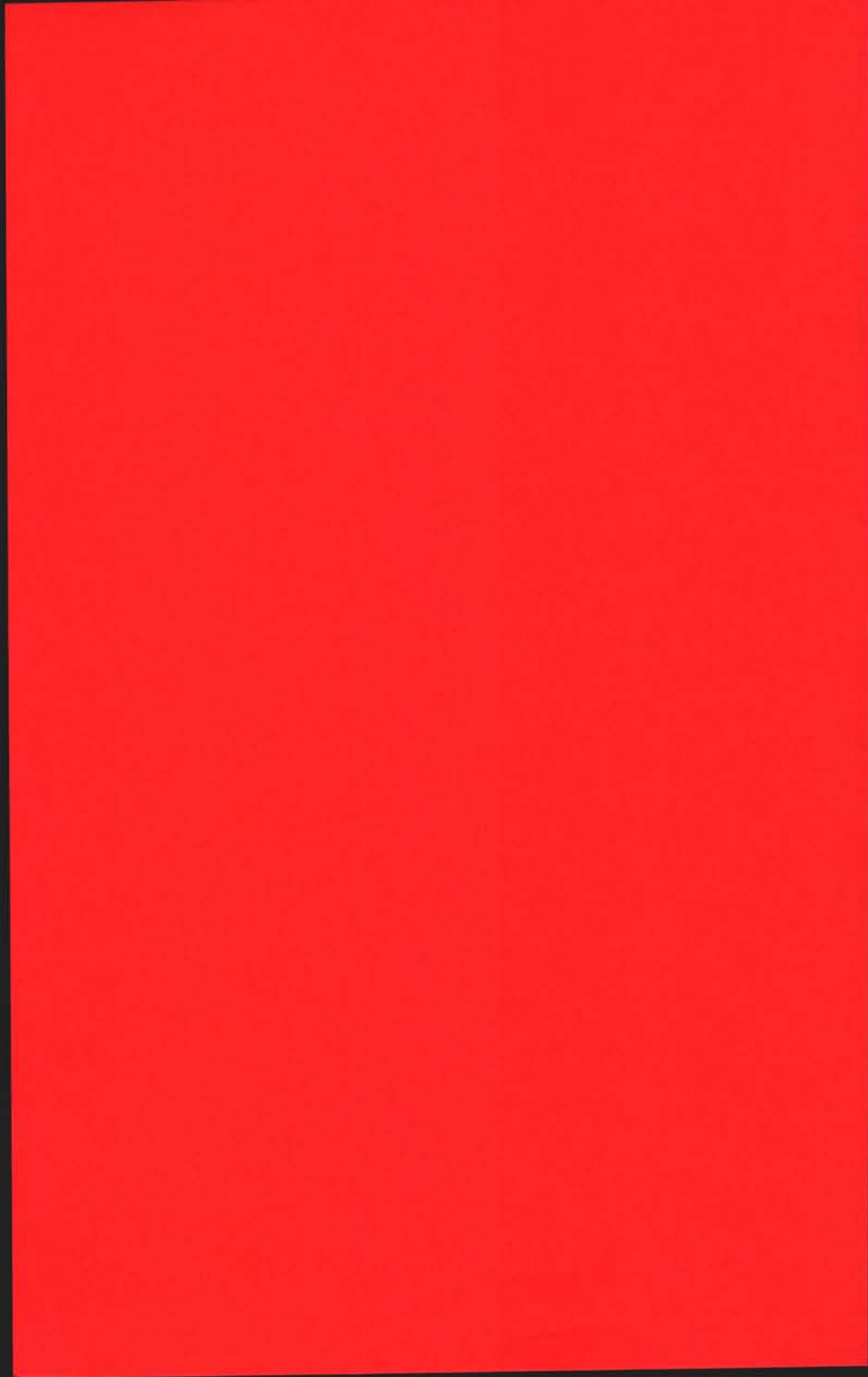


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**ARTICLE I**  
**AGREEMENT**

This Agreement is made by and between the School District of the City of Kalamazoo, hereinafter referred to as the "Employer or the School District", and the International Union, United Automobile Aerospace, and Agricultural Implement Workers of America and its Technical, Office and Professional Local 2150 (Kalamazoo Executive Assistants), hereinafter referred to as the "Union".

**ARTICLE II**  
**RECOGNITION**

**Section A**

Pursuant to and in accordance with Section 26 and 27 of the Act No. 176 of the Public Acts of 1939, as amended, or Section 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment for all employees within the bargaining unit.

**UNIT III**

The positions to be included in this unit are currently known as Coordinator; Demographics; Purchasing Agent; Food Services Administrator; Coordinator, Student Information; Transportation Administrator; Environment and Safety Officer; Community Schools Leader; General Supervisor; Facilities Architect/Engineer; Executive Personnel Specialist; Executive Personnel Analyst (2); Supervisor, Business and Finance Operations; Financial Analyst; Supervisor, Business Information Systems; Auditorium and Communication Specialist; and Executive Child Care Supervisor. It is recognized that the positions of Coordinator, Demographics; Purchasing Agent; Food Services Administrator; Coordinator, Student Information; and Transportation Administrator will stay in Unit I until such time as incumbent vacates the position. At such time, positions will officially revert to Unit III status.

Titles of Executive Assistant positions will not be changed in a manner which will confuse such titles with those already designated positions in other KPS unions.

**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 written and signed amendments to this Agreement.

**Section C**

This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms.

**ARTICLE II--RECOGNITION** (continued)

**Section D**

Copies of this Agreement shall be printed at the expense of the School District within thirty (30) days after the Agreement is signed and presented to all members now employed, or hereafter employed. Thirty (30) copies of this Agreement shall be furnished to the Union for its use.

**ARTICLE III**  
**NON-DISCRIMINATION AND FAIR EMPLOYMENT PRACTICES**

**Section A**

The Employer and the Union recognize their respective responsibilities and federal, state, and local laws relating to fair employment practices.

**Section B**

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or handicap. Membership in the Union shall not be denied to any member because of race, creed, religion, color, national origin, age, sex, marital status, or handicap.

**Section C**

The District and the Union jointly agree that all parties to this Agreement will not discriminate against, restrain or coerce any employee because of or with respect to any lawful Union activity or the employee's membership or non-membership in the Union.

**Section D: Gender Disclaimer**

Whenever the masculine is used in this Agreement, it is used in the generic sense and is to be construed as including females.

**ARTICLE IV**  
**UNION SECURITY**

**Section A: Union Membership**

1. As a condition of employment, all employees covered by this Agreement and employees hired, rehired, reinstated, or transferred into the Bargaining Unit shall tender the initiation fee and become members of the Union or shall pay service fees in an amount equal to dues uniformly required for membership (as set forth in the Constitution of the International Union) on or before thirty (30) calendar days after the effective date of this Agreement or their date of employment, or transfer into the Bargaining Unit, whichever is later; and shall continue such membership, or pay such service fees as a condition of continued employment. Within thirty (30) days after the hire, rehire, reinstatement or transfer of an employee into the Bargaining Unit, a meeting shall be scheduled between a representative of the School District, Department of Human Resources, the Union and the employee. At this meeting such employee shall be apprised of this Article's provisions.

ARTICLE IV--UNION SECURITY (continued)

Section A: Union Membership (continued)

2. In lieu of the above obligation, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations may elect to pay sums equal to the Union's dues and initiation fees to a non-religious, non-labor organization charitable fund exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen from a list of three (3) such funds designated in Appendix A of the Contract. The employee must provide the Union with at least an annual proof of such payment in the form of a cancelled check for the yearly amount or other proof acceptable to the Union.

If such employee who holds conscientious objections pursuant to this subsection requests the Union to use the grievance-arbitration procedure on the employee's behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.

Section B--Check-Off

1. During the life of this Agreement and in accordance with the terms of the Authorization Form shared with the District during negotiations and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the Union membership dues levied in accordance with the Constitution of the International Union, or a service fee equal to the amount of Union dues, from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has currently executed Authorization Form agreed to by the Union and the Employer on file with the Employer. The Union's Financial Officer shall submit to the Employer's Department of Human Resources written certification for the amount of dues/service fees to be deducted pursuant to the provisions of this Article.

2. Employees may have monthly membership dues, or service fees deducted from their earnings by signing the Authorization Form, or they may pay dues or fees directly to the Union.

3. A properly executed copy of such Authorization Form for each employee for whom the Union membership dues or service fees are to be deducted hereunder shall be delivered, by the Union, to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Union's Financial Officer by the Employer.

4. Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is returned to the Employer and if received on or before the fifteenth (15th) day of the month, preceding the month in which a deduction is to be made, shall be deducted from the first (1st) part of such month, and monthly thereafter.

5. In the cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Constitution of the International Union, refunds to the employee will be made by the Union.

ARTICLE IV—UNION SECURITY (continued)

Section B: Check-Off (continued)

6. All sums deducted by the Employer shall be remitted to the Union's Financial Officer once each month within ten (10) calendar days following the payday in which deductions were made together with a list which identifies current employees for whom Union dues or service fees have been deducted, the amount deducted from the pay of each employee, and any employees who have terminated their Check-off Authorization during the previous month. Employees may terminate such Check-off only in accordance with the terms and conditions set forth in the Authorization Form agreed to by the Union and the Employer.

7. The Employer shall not be liable to the Union by reason of the requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

Section C: Failure to Comply

1. An employee in the Bargaining Unit who fails to tender to the Union either periodic and uniformly required Union dues, or in the alternative, service fees in an amount equal to these dues as set forth in the Constitution of the International Union, shall be terminated by the Employer, provided the following stipulations are adhered to:

- a. The Union shall notify the employee by certified or registered mail explaining that he or she is delinquent in tendering required Union dues or service fees, specifying the current amount of the delinquency, the period of delinquency and warning the employee that unless the delinquent dues or service fees are tendered within thirty (30) calendar days of such notice, the employee shall be reported to the School District for termination as provided for in this Article.
- b. The Union shall give a copy of the letter sent to the employee and the following written notice to the Assistant Superintendent for Human Resources at the end of the thirty (30) day period set forth in Section a. above:

The Union certifies that (name) has failed to tender either the periodic and uniformly required Union dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, the School District terminate this employee. A copy of such notice shall, at the same time, be given by the Union to the employee.

2. Upon receipt of such notice, the Assistant Superintendent for Human Resources, or his or her designee, shall communicate the Union's request for termination to the employee and advise such employee that he or she must pay all back dues or service fees owed the Union, within ten (10) calendar days of receipt of such notice to the Employer (unless otherwise extended by the Union and the Employer), or he or she shall be terminated.



**ARTICLE IV—UNION SECURITY** (continued)

**Section D: Save Harmless**

The Union shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

**Section E: Disputes**

Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure, starting at Step III.

**ARTICLE V  
BOARD AUTHORITY**

**Section A**

The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the School District and supervise the members are vested solely and exclusively in the Board.

**Section B: Executive Assistant Evaluation**

The Union supports evaluation of member performance for the purpose of professional growth and the improvement of performance.

**ARTICLE VI  
GRIEVANCE PROCEDURE**

**Section A**

A grievance shall mean a complaint by a member, group of members, or the Union alleging that there has been a violation or misapplication of a provision of this Agreement.

**Section B: Procedure**

1. **Step 1:** An member and a representative of the local union bargaining committee shall first discuss his/her grievance with his/her immediate supervisor within five (5) working days of the cause of, or receipt of written notification of said alleged grievance. Following such discussion, a brief memorandum shall be written and signed by both parties, provided such grievance has been resolved.

2. **Step 2:** If the grievance is not resolved at the discussion level, and the member believes that a grievance still exists, the issue shall be reduced to written grievance and presented to the aforementioned supervisor. A meeting shall be arranged within five (5) working days and the supervisor shall meet with the member and a representative of the local union bargaining committee on the grievance. The supervisor shall give his/her answer in writing to the local Union within five (5) working days.

**ARTICLE VI—GRIEVANCE PROCEDURE** (continued)

**Section B: Procedures** (continued)

3. **Step 3:** If the grievance is not settled as in (2) above, a meeting with a representative from the Department Human Resources, the member and a representative of the local union bargaining committee shall be held. Such meeting shall be arranged within five (5) working days following the response or when the response was due in (2) above. The representative from the Department of Human Resources shall give his/her answer in writing to the local Union within five (5) working days.

4. **Step 4:** If the grievance is not settled as in (3) above, a meeting with representatives of the Superintendent's Office, the Union's bargaining committee, and the International Union shall be held. Such meeting will be held at a mutually agreed time within a thirty (30) day period. The local Union shall be given a written response to the grievance within ten (10) working days of the meeting and a copy shall be mailed to the UAW regional office.

5. **Step 5:** If the answer to a grievance pursuant to the meeting in Step 4 above is unsatisfactory, the Union shall notify the Employer in writing within thirty (30) days of receipt of such answer that it desires to take the grievance to arbitration.

If the Union gives notice of such desire to arbitrate, the parties shall jointly request the services of the Federal Mediation Conciliation Service in the event the parties do not mutually agree on the arbitrator or another selection process.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceedings except as otherwise provided herein.

The arbitrator shall render his award, which shall include a written opinion, not later than thirty (30) days after the date on which the hearings are concluded, or if oral hearings are waived, then from the date of transmitting the final statements and proofs to the arbitrator.

The award of the arbitrator shall be accepted as final and binding on the Union, its members and the Employer. There shall be no appeal from an arbitrator's decision if said decision is within the scope of the arbitrator's authority.

The arbitrator shall have no authority to add to, subtract from, disregard or modify any of the terms of this Agreement.

The fees and expenses of the arbitrator shall be jointly paid by the Employer and the Union. All other fees and expenses, including administrative fees, shall be assessed according to the voluntary labor arbitration rules of the American Arbitration Association. Appropriate Union officials and all Union witnesses will be released on employer time with pay to attend the arbitration.

**Section C: General Provisions**

At any conference under this grievance procedure:

1. The Union and Board may have present any and all witnesses they desire. If any party is to be represented by legal counsel, notice shall be given to the other parties at least twenty-four (24) hours in advance of the conference.

**ARTICLE VI--GRIEVANCE PROCEDURE** (continued)

**Section C: General Provisions** (continued)

2. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision on a grievance within the specified time limits shall automatically advance the grievance to the next step of the grievance procedure. Any grievance not advanced to the next step by the Union within the time limits in that step shall be deemed withdrawn without prejudice or precedent. However, the time limits specified in this procedure may be extended by mutual agreement by the Employer and the Union.
3. No grievance or decision rendered on a grievance shall be placed in a member's personnel file without the member's consent.
4. A grievance may be withdrawn at any time by the Union.

**ARTICLE VII**  
**SENIORITY**

**Section A: Definition of Seniority**

1. An employee in the bargaining unit on the active rolls at the date of Union's recognition (July 9, 1991) shall have seniority dating from date of hire into the School District.
2. Any employee who newly enters the bargaining unit thereafter shall have seniority from the most recent date of hire into Unit III.
3. A master list showing the seniority of each employee shall be maintained up-to-date. The local Union shall be given a revised copy of the master list upon request.
4. The School District will provide the local Union a list of names and addresses upon request of the Union.

**Section B: Affirmative Action**

The parties are committed to the goals and principles of affirmative action as established by state and federal statutes, regulations and guidelines; as established by the federal courts; and as established by the Board of Education (Policy 4120). It is understood by the parties to this Agreement that such goals and principles shall be considered in the decision-making process effected by this Article in that such goals and principles may be a determining factor in individual decisions made pursuant to such Article.

**Section C**

The School District shall notify employees of position openings in the bargaining unit by individual mailings. Such announcement will include all relevant information regarding securing such position and the deadline for filing an application.

ARTICLE VII--SENIORITY (continued)

Section D

Because of the unique nature of individual positions, the District has the option of posting internally and externally simultaneously.

Members who request to fill an open position shall file a regular statement of such desire with Human Resources and Union on forms provided by the School District.

Members and external applicants must have the qualifications, ability, experience and past performance to be able to fill the position.

When the combination of these factors is equal, seniority shall be the deciding factor.

All employees requesting an open position whose request is granted or not granted shall be given an answer to their request in writing. Those employees not accepted for the position will receive, in writing, the reasons for nonacceptance prior to the position being filled.

If a position is not filled within 30 days, the Union will be notified as to the status of the opening.

When employees are awarded a new position, they may elect, following consultation with the District, to return to their former position providing the position is still open.

Section E

When the School District determines that it is necessary to reduce Unit III positions, the following shall be utilized:

- A. The parties recognize the existence of certain positions within the bargaining unit in which there are more than one (1) employee.
  - 1. When layoffs are necessary within such positions, such reductions will be based on the following factors:

- qualifications
    - ability
    - experience
    - past performance

When the combination of these factors are equal, seniority shall be the deciding factor.

ARTICLE VII--SENIORITY (continued)

Section E (continued)

2. The parties recognize the existence of certain positions in the bargaining unit in which there is only one (1) employee. When reductions are made that affect such one (1) employee position, the employee in such classification shall be designated for layoff unless that employee has previously held a different executive assistant position. In such instances, the employee's qualifications, ability, experience and past performance shall be compared to the incumbent of the previously held position to determine layoffs. When the combination of these factors are equal, seniority shall be the deciding factor.
3. Employees laid off and unable to remain in the bargaining unit shall:
  - a. Be called back in seniority order in their original position provided the employee has performed satisfactorily in such position.
  - b. Notice of recall shall be by certified mail, return receipt requested, mailed to the employee's last known address.
  - c. The Union shall be given notices of layoffs, recalls and placement of employees.

ARTICLE VIII  
HOURS OF WORK AND WORK YEARS

Section A

In order to attain ultimate efficiency in the operation of schools in the District and to provide the best possible education program to the pupils served, it is essential that member personnel work a schedule which permits the professional flexibility necessary for achievement of such goals.

Section B

When schools are closed for inclement weather, ten (10) month members will not be required to work. They shall be required to work the make-up days consistent with the school calendar.

1. The work year of a twelve (12) month member shall be July 1 to June 30.

**ARTICLE VIII—HOURS OF WORK AND WORK YEARS** (continued)

**Section B** (continued)

2. The work year of the positions currently known as Food Service Administrator and Executive Child Care Supervisor shall begin five (5) work days before teachers are scheduled to report for service and the work year shall end four (4) work days after the teachers' last scheduled work day. Winter, spring and mid-winter breaks shall be identical to that for teachers.
3. A ten (10) month member required to attend an inservice session during winter, spring or summer breaks shall be compensated at the base daily rate of the individual.
4. The Superintendent shall publish and distribute, to all members, copies of the ten-month calendar as soon as it is established.

**Section C**

A ten (10) month member shall receive wages at his/her regular rate for the following holidays:

Labor Day  
Thanksgiving Day  
Memorial Day

A twelve (12) month member shall receive wages at his/her regular rate for the following holidays:

Independence Day  
Labor Day  
Thanksgiving Day  
Friday following Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Good Friday  
Memorial Day

**ARTICLE IX  
DISCIPLINARY ACTION**

**Section A**

When a member's superordinate has a concern regarding a specific aspect of a member's performance, he/she shall discuss their concern with the member and the member shall be given the opportunity to address the area or incident of concern.

**Section B**

It is understood that disciplinary measures are to be taken in a progressive manner and the member and the Union will be given copies of any written admonition which is derogatory of a member's conduct. The disciplinary admonition shall be signed by the person taking such action.

**Section C**

No member shall be suspended or discharged from employment with the School District unless:

1. The Employer has notified, in writing, the member and, with his/her permission, the Union of the specific reasons for such actions.
2. Has been accorded a meeting at his/her request with the Superintendent and/or his/her designee. The member shall have the right to be accompanied by a Union representative and/or legal counsel and shall have the right to present evidence in his/her behalf.

**ARTICLE X  
MEMBER RIGHTS AND RESPONSIBILITIES**

**Section A: Open Personnel File**

Members will have the right to review the contents of their personnel file with the exception of those materials which were secured prior to their employment. The member shall contact the Assistant Superintendent for Human Resources, or his designee, to secure an appointment for the review of the file. From this date on, all evaluative material in the file shall contain a member's signature to indicate he/she has had the opportunity to read such material.

If, for some reason, the member will not sign such material, a Union representative will be contacted for confirmation that the member was presented with such material.

**Section B: Complaints**

In order to encourage the harmonious and expeditious resolution of member complaints at the local level, the Board agrees that in the case of a complaint regarding a member, or a program or an employee he supervises, that such person shall be encouraged

**ARTICLE X—MEMBER RIGHTS AND RESPONSIBILITIES** (continued)

**Section B: Complaints** (continued)

to first discuss the matter fully, either by phone or in person, with the member involved before any Administrator not within the Unit or the Board of Education take action on the matter. Furthermore, if the Superintendent or his designee intends to pursue the matter, the member involved will be notified regarding receipt of the complaint. It is understood and agreed that if a member's decision is appealed to a higher authority that such member shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memoranda, before any further action is taken.

**Section C: Business and Finance Responsibilities**

Prior to adoption of the preliminary budget, the Assistant Superintendent of Business and Finance will invite all members to an inservice session during which the budget process, key economic assumptions and overall financial strategies will be explained. Such members will be given the opportunity to ask questions and provide input into the budget development process.

Upon request, Business and Finance will provide training to help members meet their assigned fiscal responsibilities.

**Section D: Selection of New Employees**

The Board agrees that such affected member shall have the opportunity to have input into the selection of new personnel being considered for employment under their supervision.

Members shall utilize the Employment Recommendation form for filing of employment recommendations.

**Section E: Changing the Number of Staff Assigned to a Member's Supervision**

If the District changes the number of staff members assigned to a member's supervision, it is agreed to involve the member in the decision-making process prior to finalizing such decisions.

**Section F: Policy Clarification**

It is agreed by the School District that when a unit member requests clarification of or information regarding policy, procedure or other matters related to job performance, that the District will respond to such request within a reasonable period of time which for a normal request would be within a week.

**Section G: Communications**

In an effort to help members meet their assigned management and supervisory responsibilities, member names will be added to the mailing list for District-relevant communications. An effort will also be made to include members in District-wide inservices provided to other employee groups, when appropriate.



**ARTICLE X--MEMBER RIGHTS AND RESPONSIBILITIES** (continued)

**Section H: Program Participation**

It is agreed that it is the legal responsibility of the Board to determine the programs to be implemented within the School District. It is recognized that the training, expertise and experience of the professional members make them an invaluable resource which can be utilized by their immediate supervisor during program development. Such members will be given the opportunity to ask questions of his supervisor, upon request, and provide input into program development or revision in their affected area.

**ARTICLE XI**  
**PROFESSIONAL GROWTH**

**Section A: Professional Activities Allocation**

If members are requested or required to attend conferences, full reimbursement will be provided by the School District for all necessary and reasonable expenses.

**Section B**

Members are encouraged to continue professional growth and development through the joining of associations, subscriptions to professional journals, conference attendance and continued course work. Approval is required for reimbursements by the appropriate director or assistant superintendent.

**Section C**

The District agrees to provide for the continuing education of its included members through a reimbursement of \$50 per successfully completed credit hour from an accredited institution or pertinent certification program, not to exceed \$300 per member per year. Such reimbursement shall be contingent upon approval by the appropriate director or assistant superintendent.

**ARTICLE XII**  
**VACATION**

**Section A**

The scheduling of vacation time must be cleared and approved by the Superintendent and/or his/her designee. Twelve (12) month members may request vacation at any time during the year but must have the aforementioned approval. Such approval shall not be unreasonably withheld and the School District will make every effort to meet the requests of employees consistent with the requirements of its operations.

1. Vacation days shall be allotted evenly over a ten-month period, July through April.
2. All twelve (12) month members shall receive twenty (20) vacation days per contractual year.

**ARTICLE XII—VACATION** (continued)

**Section A** (continued)

3. After twenty-five (25) years of service, a member will be entitled to one (1) additional vacation day per year up to a maximum of twenty-five (25) days.
4. The maximum accumulated vacation days shall be limited to thirty (30).

**ARTICLE XIII**  
**GENERAL**

**Section A**

The District bargaining team and the Union shall meet once a month, upon request from either party, during the year to discuss matters relating to this agreement. The time and place of all such meetings shall be mutually agreed upon and those Union representatives attending such meeting shall be excused from any of their duties that may conflict with the holding of any such conference. The Union shall be represented by three (3) members of the bargaining committee.

**Section B**

1. When a new Unit III classification is established, the employer shall furnish the Union a job description of such classification, prior to implementation of the position. If the position belongs within the Unit, regular procedures for posting and selection will follow. The salary grade for such classification shall be subject to negotiation between the Employer and the Union.
2. If a classification is established and there is a question of its proper inclusion or exclusion in the bargaining unit, the Employer and the Union shall meet to discuss the classification. If the parties cannot agree on the proper placement of the classification, it will be subject to clarification by the Michigan Employment Relations Commission.

**Section C**

The Union may use school building facilities for its proper business activities without charge upon approval of the Assistant Superintendent for Human Resources.

**Section D**

A pool of ten (10) professional paid leave days per contract term shall be available to the Union that may be used by its officers or other officials to attend conferences and other meetings related to the conduct of affairs or the welfare of the professional school

**ARTICLE XIII—GENERAL** (continued)

**Section D** (continued)

members in general. However, it is understood no members will be so released on days involving special conditions which would cause disruption to the School District. It is recognized that there may be a need to use the above-mentioned pool days as a direct result of the recent organization of this Unit.

**Section E**

Union representatives shall not suffer a pay deduction for time scheduled with authorized representatives of the school district when it applies to negotiations, conferences, grievances, and other matters of mutual interest.

**ARTICLE XIV**  
**COMPENSATION AND FRINGE BENEFITS**

**Section A: Pay Dates**

Members will be paid biweekly consistent with other employee groups. The exception to biweekly pay periods will consist of delays during the summers of 1995, 2000 and 2006 which will be necessary to reduce levels of advance pay through the District. The District will meet with UAW Local 2150, Unit III, by January 1 of those years to discuss the process which will be used to implement the delays and notify the employees.

Pay dates for 1991-92 shall be as follows:

1991-92

Friday, July 12, 1991  
Friday, July 26, 1991  
Friday, August 9, 1991  
Friday, August 23, 1991  
Friday, September 6, 1991  
Friday, September 20, 1991  
Thursday, October 3, 1991  
Friday, October 18, 1991  
Friday, November 1, 1991  
Friday, November 15, 1991  
Wednesday, November 27, 1991  
Friday, December 13, 1991  
Friday, December 27, 1991  
Friday, January 10, 1992  
Friday, January 24, 1992  
Friday, February 7, 1992  
Friday, February 21, 1992  
Friday, March 6, 1992  
Friday, March 20, 1992  
Friday, April 3, 1992  
Thursday, April 16, 1992  
Friday, May 1, 1992  
Friday, May 15, 1992  
Friday, May 29, 1992  
Friday, June 12, 1992  
Friday, June 26, 1992

ARTICLE XIV--COMPENSATION AND FRINGE BENEFITS (continued)

Section B: TB Test

The Board shall pay the expenses of the required TB test.

Section C: Payroll Deductions

Payroll deductions shall be allowed for School Employee's Credit Union, United Way®, Kalamazoo Public Education Foundation (KPEF) and for Union dues.

Section D: Tax Shelters and Annuities

Opportunity shall be provided for participation in a tax-sheltered annuity program.

Section E: Health Insurance

The Board shall provide for each member full premium payment for family membership in the MESSA Super Care II Health and Hospitalization Insurance Plan, including the MESSA Care Rider, or a plan comparable to or better than the current plan.

Section F: Vision Insurance

The Board shall provide for each member a full premium payment for family membership in a vision care program (VSP I) for the duration of this Agreement.

Section G: Long-Term Disability

The School District shall provide a long-term disability plan. Such plan will provide protection against long-term disability, with the following provisions:

- a. After you have been totally disabled for a continuous period of thirty (30) days or expiration of accumulated sick leave, whichever comes later, the plan pays a monthly benefit of seventy (70%) percent of your basic monthly earnings. This monthly benefit will be reduced by specified income benefits from other sources.
- b. After a member has been totally disabled for a continuous period of thirty (30) days or expiration of accumulated sick leave, whichever comes later, the member will be placed on long-term disability. Upon return from a disability which has exhausted a member's accumulated sick leave, the member will have 7% of his/her sick leave reinstated. This will be based on the accumulated sick leave days as of the last day of active work before the member went on disability. Such an amount shall not be less than 5 days.

ARTICLE XIV--COMPENSATION AND FRINGE BENEFITS (continued)

Section G: Long-Term Disability (continued)

- c. Benefit duration continuous to age 70 for disabilities resulting from a sickness or an accident.
- d. Monthly benefit which is payable under this plan shall be reduced by the amount of benefits received through workers' compensation, Social Security or Michigan School Employee's Retirement.
- e. The District shall continue health insurance premium benefits for a totally disabled administrator until health insurance is provided through another source such as workers' compensation, Social Security or Michigan School Employee's Retirement.

Section H: Dental Insurance

The Board shall provide for each member full premium payment for family membership in the Delta Dental 80-80-80 Insurance Plan.

Section I: Life Insurance Company

The School District shall provide a Forty Thousand (\$40,000) Dollar term-life insurance policy for the member. The beneficiary of said policy shall be designated by the member.

Section J: Flexible Benefits Plan

If the Board establishes a flexible benefits plan, all Union members may elect to use the premium contributions made by the Board for insurance coverages provided herein to develop an individualized benefits program.

Section K: Travel Allowance

All members will receive a flat rate monthly travel allowance of \$30 per month or will have the option to be compensated for each mile driven in accordance with the Internal Revenue Service approved mileage rate as reimbursement for mileage expenses incurred while driving their personal automobile on school business. Members will elect the mileage option they prefer prior to July 1 of each year and must continue with this option through the remainder of the year. This option will remain in force until changed, in writing, with the Department of Human Resources. It is understood that this mileage reimbursement is designed to cover all associated costs incurred while driving on school business. Members who drive on school business will be required to carry all applicable insurance coverages as required under the Michigan No-Fault Law.

ARTICLE XIV--COMPENSATION AND FRINGE BENEFITS (continued)

Section L: Reimbursement for Property Loss

If the member suffers loss or damage to personal property, the District will reimburse the member up to an amount equal to the deductible on the member's insurance which covers the loss; but in no case shall such reimbursement exceed \$500.00. There shall be no reimbursement for any loss or damage in cases where the member did not exercise reasonable care to secure and/or protect the personal property.

Section M: Severance Pay

The Board shall provide to each retiring member payment of two (2) days' wages at the member's daily rate of pay for each year of professional service performed through the 1985-86 school year. Beginning with the 1986-87 school year, each member shall receive at retirement one (1) additional days' wages at the member's daily rate of pay for each year of professional service performed after the 1985-86 school year.

1. A minimum of five (5) year's professional service in the District shall be required for retirement payment.
2. In the event of the death of a member eligible for retirement payment, the payment shall be made to the beneficiary or estate.

Section N: Sick and Emergency Leave

Each regular full-time member shall earn sick leave credit at the rate of one day per month of service. Service for the purpose of this Article shall be defined as performing the regular duties and receiving salaries. The full allowance for the year shall be credited at the beginning of each year. Unused sick leave shall be cumulative from year to year without limitation. When a member's services terminate, a deduction will be made at such time for all sick leave used in excess of the earned amount.

When a member requests a leave of absence due to illness, physical disability, childbirth or childcare subsequent to childbirth, the member has the privilege of electing to use the benefits accrued under this Article provided, however, that a statement from a licensed physician is presented to the Assistant Superintendent for Human Resources upon request. In the event of an injury or illness compensable under the Michigan Workers' Compensation law, the affected and necessarily absent member 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 Workers' Compensation Commission and his/her regular salary during such necessary absence.

A member incurring an illness, disability, childbirth or childcare subsequent to childbirth prior to the opening of school shall be eligible for all the benefits prescribed in this Article upon the opening of school excluding members new to the system and providing, however, that said member was employed for the system prior to the opening of school in the fall.

Absences due to the illness of members of the immediate family or household shall be deducted from sick leave.

**ARTICLE XIV—COMPENSATION AND FRINGE BENEFITS** (continued)

**Section N: Sick and Emergency Leave** (continued)

Holidays occurring during illness shall not be considered deductible from the member's sick leave accumulation.

Deductions from salary made under this policy shall be determined by the Division of Business and Finance on a prorated contractual daily salary basis.

A statement of all accumulated sick leave shall be presented to each individual member on or before September 30.

**Section O: Personal Leave**

Each member shall be granted two (2) working days leave with pay each working year for personal business provided they secure prior approval of their immediate Supervisor. Members may be granted additional personal business leave days pursuant to the past practice of the parties which includes the submission of Form S-55a.

**Section P: Extended Personal Leave**

The parties recognize that a need may arise for a member to take an extended personal leave. Such leaves may be granted after consultation with the District.

Members may request an unpaid personal leave due to personal illness, family crisis, physical disability, childbirth (maternity/paternity), or childcare subsequent to childbirth.

**Section Q: Funeral Leave**

A total of five (5) days of absence will be allowed for each death in the immediate family to enable the member 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. If there is no sick leave credit available, a salary deduction will be made on a prorated contractual daily salary basis. The immediate family is interpreted to include spouse, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren. One day 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. If no sick leave is available, there will be a full day deduction for these days.

**Section R: Encouragement and Support of Members**

The Board, recognizing that members are frequently exposed to situations of great stress and pressure, hereby agree to render to its members all encouragement when they are acting within the scope of their employment. The Board further agrees to provide liability insurance coverage for members, and make the full resources of such policy available to any member if the need ever arises. This encouragement should include, but not be limited to, public notice and explanation of policy changes affecting students and parents.

ARTICLE XIV--COMPENSATION AND FRINGE BENEFITS (continued)

Section S: Military Duty

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

Section T: Assignment/Liability Coverage

The School District recognizes that all assignments by a member, whether verbal or in written form, will be considered a part of the employee's regular assignment and eligible for application of the District's insurance policies.

Section U: Performance Bonus

Members shall be eligible for a performance bonus of two (2%) percent of annual salary. Such bonus shall be dependent upon recommendation by the appropriate director or assistant superintendent with review by the Assistant Superintendent of Human Resources.

For 1991-92, performance bonuses will be based on the existing evaluation tool covering the prior 12 months. Evaluations will be completed by November 15. The payment of any such bonuses shall be prior to December 20.

A new evaluation tool will be developed for use in determining performance bonuses in subsequent years. A committee will be formed to design this new instrument. The committee will include at least one member designated by the Union.

Section V: Salary Openers

This is a three year agreement with salary and benefit openers for year two and three.

ARTICLE XV  
REPRESENTATION

Section A

A bargaining committee composed of three (3) members from the unit shall be selected by the employees of the bargaining unit. The School District agrees to meet and confer with this committee as the representative of its employees covered by this agreement in an attempt to resolve grievances and other matters of concern.



ARTICLE XV--REPRESENTATION (continued)

Section B

Upon the signing of this Agreement, the Union will furnish the School District a list of local Union officers and committee members and will notify the School District in writing of any subsequent changes.

The School District will supply the Union with a list of Directors to whom grievances shall be submitted and will advise the Union in writing of changes as they are made.

Section C

The local Union Unit III chairperson and two (2) committee members at large shall comprise the bargaining committee.

Section D

The School District shall recognize any authorized representative of the International Union, which is party to this Agreement, for the purpose of participating in contract negotiations and the handling of other matters under the Agreement.

ARTICLE XVI  
CONFORMITY TO LAW

Section A

In the event that any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect, and the parties shall meet for the purpose of rewriting the voided and any other directly affected provisions, within sixty (60) calendar days of the decision.

ARTICLE XVII  
TERMINATION

Section A

This Agreement shall become effective as of the 1st day of July, 1991, and shall remain in full force and effect until the 30th day of June, 1994, and from year to year thereafter, unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement of its intention to amend, modify or terminate this Agreement.

ARTICLE XVII—TERMINATION (continued)

Section A (continued)

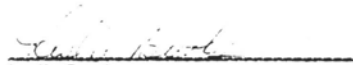
IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 20~~th~~ day of DEC, 1991.


INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS  
OF AMERICA AND ITS TECHNICAL,  
OFFICE AND PROFESSIONAL LOCAL  
2150 (KALAMAZOO EXECUTIVE  
ASSISTANTS UNIT III)

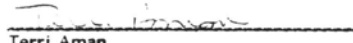
SCHOOL DISTRICT OF THE  
CITY OF KALAMAZOO  
COUNTY OF KALAMAZOO

Negotiating Committee:

Negotiating Committee:

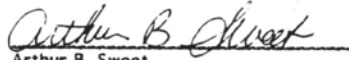
  
\_\_\_\_\_  
Leslie Brooks  
Chairperson

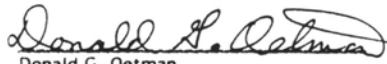
  
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Frank E. Rapley  
Superintendent of Schools

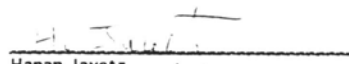
  
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Terri Aman  
Representative

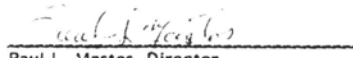
  
\_\_\_\_\_  
Gary Start  
Assistant Superintendent for  
Business and Finance

  
\_\_\_\_\_  
Al Tyler  
Representative

  
\_\_\_\_\_  
Arthur B. Sweet  
Assistant Superintendent for  
Human Resources

  
\_\_\_\_\_  
Donald G. Oetman  
International Representative—UAW  
Chief Negotiator

  
\_\_\_\_\_  
Hanan Javetz  
Director, Facilities Management

  
\_\_\_\_\_  
Paul L. Mastos, Director  
Region 1-D—UAW

APPENDIX A  
 SALARY SCHEDULE  
 FOR  
 12-MONTH EXECUTIVE ASSISTANTS \*  
 1991-92

Grade	1	2	3	4	5	6	7	8
K	45,504	47,412	49,046	50,681	51,771	52,861	53,679	54,496
J	43,096	44,902	46,419	47,998	49,031	50,062	50,837	51,611
I	41,141	42,866	44,344	45,822	46,807	47,793	48,532	49,271
H	39,276	40,921	42,332	43,743	44,685	45,625	46,331	47,036
G	37,494	39,066	40,412	41,760	42,658	43,556	44,229	44,903
F	35,794	37,294	38,580	39,866	40,723	41,580	42,224	42,867
E	34,170	35,603	36,831	38,059	38,877	39,695	40,309	40,923
D	32,622	33,989	35,161	36,332	37,114	37,896	38,481	39,068
C	31,142	32,447	33,566	34,685	35,431	36,176	36,736	37,295
B	29,729	30,975	32,044	33,113	33,824	34,536	35,070	35,604
A	28,382	29,571	30,592	31,611	32,291	32,971	33,481	33,990

\* 10-month Executive Assistants' salary schedule is based on 83.3% of the 12-month table.

EXECUTIVE ASSISTANTS' PLACEMENT SCHEDULE

- K - Facilities Architect/Engineer  
Supervisor, Business Information Systems
- J
- I - General Supervisor
- H
- G
- F - Environment and Safety Officer  
Executive Personnel Analyst I
- E - Executive Personnel Analyst II  
Supervisor, Business and Finance Operations
- D - Executive Personnel Specialist
- C - Executive Child Care Supervisor  
Community Schools Leader
- B - Auditorium and Communication Specialist  
Financial Analyst
- A

## APPENDIX B

### RECLASSIFICATION PROCEDURES

If the duties and responsibilities of an established position are permanently and significantly changed, or if the immediate supervisor believes a position is misclassified, the following actions should be taken:

1. The responsible immediate supervisor should request the Department of Human Resources for a position re-evaluation, documenting completely the reasons for a position re-evaluation.
2. The position incumbent or representative position incumbent and the incumbent's immediate supervisor may be asked to explain or document the position's job duties and responsibilities for the appropriate Department of Human Resources staff, if necessary. When the Department of Human Resources has reviewed the position and formulated a decision based upon all relevant information, the responsible immediate supervisor shall be notified of the results.

If the Department of Human Resources staff support the reclassification request, the job description and supporting information will be forwarded to the Job Evaluation Committee for evaluation. If the Department of Human Resources denies the reclassification request, the incumbent and the immediate supervisor may appeal to the Job Evaluation Committee to explain the position's job duties and responsibilities.

3. The Job Evaluation Committee shall meet at least annually for the purpose of considering such requests, on dates published well in advance.
4. Should the Department of Human Resources and/or Committee determine that a reclassification is appropriate, it is forwarded to the Superintendent for action.

APPENDIX C

LETTER OF UNDERSTANDING

For the 1991-92 school year members will be eligible for a performance bonus of 2%. The performance bonus will be based on the existing evaluation tool.

In subsequent years and after the development and implementation of a new evaluation tool members will be eligible for a performance bonus of up to 2%.

LETTER OF UNDERSTANDING

It is agreed that the job descriptions for all Unit III members will be re-evaluated to ensure that the descriptions accurately reflect the job responsibilities associated with the respective positions.

Should it be determined that the actual duties and responsibilities of an established position are significantly different, from the information which was used during negotiations, an adjustment in placement will be made on the salary schedule.

All job descriptions shall be re-evaluated by March 31, 1992. Adjustments in placement will be made after consultation with the Union.

LETTER OF UNDERSTANDING

The Executive Child Care Supervisor will be adjusted to reflect the 198 work day year which is consistent with other Local 2150 10 month positions. The current year will be figured by computing the daily rate of pay based on the 198 work schedule:

Reduced to 193 days for the 1991-92 school year as follows:

35,431
.833
29,514.02 ÷
198
149.06x
193
\$28,768.72

The possible 2% performance bonus would be calculated based on the \$28,768.72.









