

6/30/95



AGREEMENT

between

KALAMAZOO COUNTY ADULT EDUCATION CONSORTIUM

and

KALAMAZOO COUNTY EDUCATION ASSOCIATION

July 1, 1992 - June 30, 1995

Parchment School District

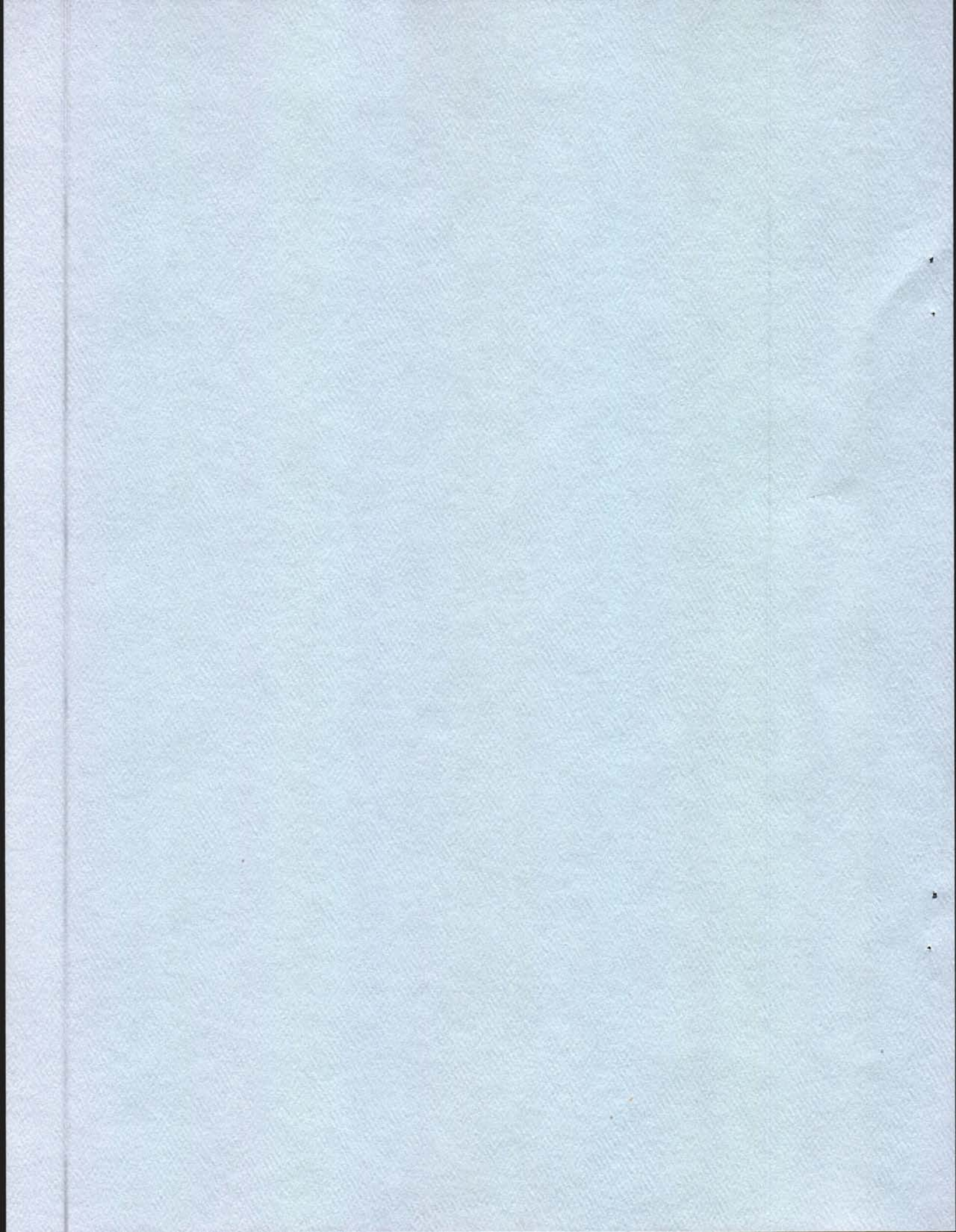


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A G R E E M E N T

THIS AGREEMENT entered into this first day of July, 1992 by and between the Kalamazoo County Adult Education Consortium (hereinafter called the "Employer/Consortium") and the Kalamazoo County Education Association (hereinafter called the "Association"). The Association is acting through its local affiliate, the Kalamazoo County Adult Education Consortium Association.

ARTICLE 1 - RECOGNITION

SECTION A - Unit Description: The unit shall be comprised of full-time and regularly scheduled part-time adult education/alternative education teachers, counselors, and psychologists employed by the Employer/Consortium, excluding supervisors and all other employees employed by the Employer/Consortium. The Consortium presently consists of the following school districts: Climax-Scotts, Comstock, Galesburg-Augusta, Gull Lake, Parchment, Portage and Vicksburg. If new school districts, except for Kalamazoo Public Schools, are added to the consortium, the teachers, counselors and psychologists of the new district shall be recognized as a member of the bargaining unit subject to the provisions of this Agreement. If school districts leave the consortium, their teachers, counselors, and psychologists shall no longer be recognized as members of the Bargaining Unit.

SECTION B - Fiscal Agent: Both parties recognize that the Parchment School District serves a dual role as fiscal agent for the Kalamazoo County Adult Education Consortium and Kalamazoo City Adult Education. Furthermore, the parties agree that any of the following school districts may serve as the fiscal agent to the Employer/Consortium: Climax-Scotts, Comstock, Galesburg-Augusta, Gull Lake, Parchment, Portage, Vicksburg and any school district that joins the Kalamazoo County Adult Education Consortium.

SECTION C - Additional Consortium: The parties acknowledge the collective bargaining agreement between The School District of the City of Kalamazoo and the Kalamazoo Adult Education Association and agree that such contract shall have no effect on this Agreement. The parties further agree that the Parchment School District may join with The School District of the City of Kalamazoo, with Parchment serving as the fiscal agent, to collectively offer adult education/alternative education services ("Additional Consortium"). The formation of this Additional Consortium shall in no way be construed to include the employees of the Additional Consortium in the unit description of this Agreement. The formation of this Additional Consortium shall not be expanded beyond the pre-existing adult education/alternative education programs already offered by The School District of the City of Kalamazoo.

SECTION D - Full Commitments: 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 E - Relation to Laws: 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 - Distribution of Agreement: A master copy of this Agreement shall be printed at the expense of the Employer/Consortium after the Agreement is signed and ratified. Twenty (20) copies of the Master Agreement shall be furnished to the Association for its use.

SECTION G - Prior Consultation: Nothing in this Agreement will be construed to limit the Employer/Consortium or its representatives 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.

The Association shall be informed of any potential configuration of the Consortium and/or change in funding structure that would impact the Consortium.

SECTION H - Program Configuration: If programs at districts not listed in Article I, Section A are added to the Kalamazoo County Adult Education Consortium, the parties will discuss the inclusion of new members under this Agreement.

SECTION I - Dominance Over Individual Contracts: Any individual contract between the Employer/Consortium 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 shall be the controlling contract.

SECTION J - Relation to Rules: This Agreement shall supersede any rules, regulations or practices of the Employer/Consortium which are contrary or inconsistent with its terms.

ARTICLE 2 - ASSOCIATION AND EMPLOYEE RIGHTS

SECTION A - Right to Organize: Pursuant to the Michigan Public Employment Relations Act, the Employer/Consortium hereby agrees that every employee shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising

governmental power under the laws of the State of Michigan, the Employer/Consortium undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; 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, his/her participation in any lawful, approved activities of the Association or collective professional negotiations with the Employer/Consortium, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General Schools laws or other applicable laws or regulations.

SECTION B - Use of District Property: Duly authorized representatives of the Association, whose names shall be submitted to the Program Director(s) of the Consortium shall be permitted, subject to the prior approval of said Director, which approval shall not be unreasonably withheld, to transact official Association business on School District property, related to wages, hours, and working conditions at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, work time, or school-related activities, and further provided that when special custodial service is required, the Employer may make a reasonable charge therefore.

SECTION C - Use of Equipment: The Association shall have the right to use Employer facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

SECTION D - Non-Discrimination: The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or handicap.

SECTION E - Association Communications: The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards subject to prior approval of the Program Director, at least one of which shall be provided at each building.

SECTION F - Employee Records: All records pertaining to an employee shall be kept in the employee's file in the Employer/Consortium Director's ("Director") office. The employee shall have the right to write a response to all materials placed in said files. After making an appointment for that purpose,

employees shall have the right, in the presence of the Director or the immediate supervisor, to review the contents of their own personnel file with the exception of college placement papers and employment recommendations. A representative of the Association may, at an employee's request, accompany the employee during the review. Anytime an addition is made to an employee's file, the employee shall be notified. The Employer/Consortium shall not maintain a separate disciplinary file regarding an employee's performance.

SECTION G - Access to Information: The Employer/Consortium agrees to furnish the Association, in response to individual requests, information concerning the financial resources of the Employer/Consortium which are available to the public and/or agreed to by the Director.

SECTION H - Joint Committee Pay: All committees of joint Association and District/Consortium membership established under this Agreement are hereby authorized to meet, without penalty or loss of pay, when called by the Administration.

SECTION I: For purposes of this Agreement, "day" or "work day" shall be defined as any day in which the Central Administration Office of the Employer/Consortium is open for business.

ARTICLE 3 - CONSORTIUM/EMPLOYER RIGHTS

The Association 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 Kalamazoo County Adult Education Consortium and to supervise the employees are vested solely and exclusively in the Employer/Consortium.

ARTICLE 4 - SUBCONTRACTING AND USE OF VOLUNTEERS

The Employer/Consortium hereby reserves the right to use subcontractors or volunteers in accordance with past practice.

ARTICLE 5 - ASSOCIATION DUES OR FEES

SECTION A: Employees covered by this agreement may sign and deliver to the Employer/Consortium an assignment authorizing deduction of membership dues or assessments of the Association (including the National Association and the Michigan Education Association) upon such conditions as the Association shall establish, these dues and assessments to be determined no later than September 30 of the current school year. Such sums shall be deducted from the regular salaries of all such employees.

SECTION B: Any employee covered by this agreement who is not a member of the Association or who does not make application for

membership within thirty (30) days from the commencement of his/her duties, shall as a condition of employment, pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy provided, however, that the employee may authorize payroll deductions for such fees in the same manner as provided in Section A. In the event an employee shall not pay such service fee directly to the Association or authorize payment through payroll deductions, as herein provided, the Employer/Consortium shall, at the request of the Association, terminate the employment of such employee. The Employer/Consortium and the Association expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for dismissal from employment.

SECTION C: The Employer/Consortium will make applicants for positions in the Consortium aware of this provision prior to hiring.

SECTION D: The Association agrees to indemnify and save the Employer/Consortium harmless from and against any and all claims, suits, costs of defense and/or any other form of liability that may arise out of or by reason of action taken by the Employer/Consortium in reliance upon or compliance with the terms and provisions of Section B of this Article.

ARTICLE 6 - ASSIGNMENT OF SCHEDULES

SECTION A:

1. Prior to the end of the term, the Program Director shall survey the staff for assignment preferences.
2. Employees requesting a change in assignment, including in subject matter taught, an increase in the number of hours worked per week, or a decrease in the number of hours worked per week, will be required to submit such a request in writing to the immediate supervisor.
3. Two (2) weeks prior to the end of the fall and winter semester, the Program Director shall determine the tentative schedule, and inform the employees of their tentative schedules for the following semester. It is understood that the tentative schedules may be changed.
4. At the time the tentative schedules are distributed, the Program Director shall proceed to assign each employee a tentative assignment for the following term.
5. If new courses are added to a program, the Program Director shall consider program seniority when making assignments for such new courses.

6. Employees must inform their respective Program Director/Designee of their acceptance of their tentative schedule. In the event an employee cannot fulfill all portions of his/her tentative schedule or if the employee declines the assignment, he/she must also notify his/her Program Director/Designee. The above notification must be submitted in writing five (5) work days from the receipt of the assignment or the Program Director may reassign the hours.

SECTION B: If a tentatively-scheduled class fails to materialize (i.e. lack of enrollees and/or attendance, lack of equipment, materials), the Program Director shall have the right to administratively determine which class(es) constitutes a "non-fill" class and which is thereby to be discontinued and/or combined. The Program Director shall communicate this determination to the program's Association Representative by the sixth (6th) week of the term.

SECTION C: Teachers assigned to classes that are determined to be "non-filled" after mid-semester shall be provided a new assignment for the balance of the semester with no reduction in pay. If a new assignment for the balance of the semester is not made the employee shall receive his/her scheduled pay for the balance of the semester. The new assignment may or may not be a teaching assignment.

SECTION D: The parties agree that certain positions may require qualifications in addition to the certification necessary to perform work. Such qualifications shall be established by the Program Director. However, the qualifications shall not be arbitrary and shall be related to overall goals and objectives of the program. Qualifications shall be listed on the position posting.

SECTION E: If the Michigan Department of Education implements new or additional requirements for positions in the Adult Education Program which are imperative to the Employer/Consortium continuing to receive State funding or continue to operate a state approved program, the Employer/Consortium shall have the authority to redefine those positions.

ARTICLE 7 - VACANCIES

SECTION A: The Program Director agrees to post openings for vacancies in his/her program that occur after initial assignments have been made. Said posting shall be for five (5) days.

SECTION B: Should a vacancy occur during the summer, notice of said vacancy shall be mailed to all members in the program where the vacancy exists who notified the program director in writing of their interest in receiving vacancy notices during the summer. Bargaining unit members will have ten (10) work days to respond in

writing, if interested in the vacancies. A letter by regular mail to the address included in the notification of interest shall be considered sufficient contact.

SECTION C: In the event no one in a program bids on an open position, the Program Director shall post said position to outside applicants. The position shall be awarded to the most qualified applicant. If qualifications are equal, preference shall be shown for Association members.

ARTICLE 8 - LAYOFF AND RECALL

SECTION A: In the event it becomes necessary to reduce the number of teachers in a given program, employees with the greatest seniority who are certified and qualified to staff the remaining positions shall be retained.

SECTION B:

1. Laid-off employees shall be recalled in inverse order of layoff by program provided they are certified and qualified to fill the vacant position.
2. Notification of recall shall be in writing by certified mail to the employee's last known address. If an employee fails to respond within five (5) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered and shall be deemed a voluntary quit.
3. A layoff is defined as loss of employment, not a reduction in schedule.

SECTION C: It shall be the responsibility of each employee to notify the Program Director of his/her address and of subsequent changes of address. The employee's address as it appears on the Program Director's records shall be conclusive when used in connection with layoffs, recall, or any other notice of the employee.

ARTICLE 9 - SENIORITY

SECTION A: For the purpose of this Agreement, seniority, with the exception of Sections C and F, shall be defined as the time from the most recent date of hire in a program, the date of hire being the date of the first scheduled date of instruction in the semester for which the employee is first hired, with the most recent date of hire taking into account any subsequent break in service due to retirement, termination, resignation, and layoff as hereinafter provided.

SECTION B: In the event that more than one employee has the same date of hire, the position on the seniority list shall be

determined by the last four digits of the social security number, the employee with the larger number being the most senior.

SECTION C: If an employee is transferred to an administrative position in the Consortium and is subsequently returned to a position in the bargaining unit with no break in service, he/she will be credited with all seniority earned prior to the transfer out of the unit.

SECTION D: The Program Director will prepare a seniority list for his/her program within thirty days following ratification of this Agreement. By June 30 of each year, the Program Director will update the seniority list, provide the Association with the updated list and post the updated list. If an employee believes his/her seniority date(s) to be in error, the employee shall notify the Program Director of such error(s) by the fourth Friday of the fall semester. By the fourth Friday of the fall semester, the list shall be considered accurate.

SECTION E: Seniority shall continue to accrue during all paid leaves.

SECTION F: Seniority for step placement on the salary schedule shall be based on length of employment with the Consortium.

ARTICLE 10 - EMPLOYEE HOURS AND DUTIES

SECTION A: All employees with an assignment of five (5) hours or more per day shall be entitled to a duty-free unpaid one-half (1/2) hour lunch period.

SECTION B - Beginning and End-of-Term Work:

1. Paid duty time shall be allocated to each teacher at the beginning of the fall term at the rate of one (1) hour per section taught as preparation time for the new school year. Such time shall be separate from inservice time and/or staff meetings. This time shall be allocated prior to the fall term only.

2. Paid duty time shall be allocated at the rate of one (1) hour per section taught at the end of both fall and winter terms for end-of-term activities, as required by the Program Director.

SECTION C: Lesson plans are to be prepared and are to be kept up-to-date. Said lesson plans are to be available for use by substitutes, and/or review by the Program Director.

SECTION D: Attendance at all required formal staff meetings and required school related activities shall be compensated at the employee's regular rate of pay.

SECTION E: Teachers will receive preparation time at a ratio of twelve (12) minutes for every sixty (60) minutes of teaching time. Ten (10) minutes of preparation time shall be spent before and after work at the work site, except that the before and after preparation time shall not exceed the amount of preparation time earned.

SECTION F: All employees must contact their Program Director/Designee or supervisor if they are unable to report to work. For teachers, the contact should be made as early as possible prior to the teacher's scheduled starting time to allow for a substitutive (if necessary) to be called. It is not the teacher's responsibility to provide for substitutes. In the event an employee is asked to teach an additional class during a period for which he or she is regularly assigned to teach a class, he/she shall be credited with leave time equivalent to the additional class period taught.

ARTICLE 11 - EMPLOYEE EVALUATION

SECTION A: The evaluation of the performance of employees is the primary responsibility of the immediate supervisors. Other evaluators may assist the immediate supervisor in performing such evaluations.

SECTION B: Employees shall be evaluated on their performance, work habits and behavior. The criteria for evaluating shall be made known to the employee prior to the evaluation. Each program director shall prepare an appraisal form to be used for his/her program. The appraisal form shall be shared with the employee upon request.

SECTION C: All monitoring of formal observations of employees shall be conducted openly and with full knowledge of the employee. Employees shall be evaluated when performance warrants it. However, in no event will the employee be evaluated less than once every two (2) years.

SECTION D: The evaluator will discuss the formal evaluation with the employee within fifteen (15) work days of the observation and allow five (5) work days for the employee to respond, in writing, to the evaluation prior to placing the evaluation in the employee's personnel file.

SECTION E: The evaluator will make every reasonable attempt to provide assistance and/or directions in an attempt to rectify any difficulty noted in the evaluation. However, nothing contained herein shall preclude immediate disciplinary action, including discharge, against an employee based upon insufficient performance.

ARTICLE 12 - PROTECTION OF EMPLOYEES

SECTION A: The Employer/Consortium agrees that an employee has the right to use force as allowed by law to protect himself/herself, another employee or a student from injury. The employee shall be expected to exercise reasonable care with respect to the safety of pupils and student property. In any case of physical assault upon an employee while properly performing his/her duties, the Employer/Consortium and the Association will render all reasonable assistance to the employee.

SECTION B: The Program Director/Supervisor shall be responsible for monitoring building sites for conditions of environmental hazards and will adhere to state and local laws regarding health, safety and disaster codes.

ARTICLE 13 - PROHIBITED ACTIVITY

SECTION A: The Association agrees that it will not, at any time, directly or indirectly engage in or assist in any strike as defined by Section 1 of the Public Employment Relations Act.

SECTION B: The Consortium/Employer and the Association also agree that they will not, during the period of this Agreement, directly or indirectly, knowingly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act. The parties further agree that an allegation of the commission of an unfair labor practice charge shall not justify violation of Section A prohibiting strikes.

ARTICLE 14 - GRIEVANCE PROCEDURE AND BINDING ARBITRATION

SECTION A: The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that the grievant's right to privacy shall be preserved to the extent that the investigation allows at each level of the procedure. Nothing herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the Administration.

SECTION B:

1. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of the following provisions of this Agreement may be processed as a grievance as hereinafter provided through Step 4:

Article 6	Assignment of Schedules
Article 8	Layoff and Recall
Article 11	Employee Evaluation (procedure only)
	Termination of Employment

2. A claim by an employee or the Association involving a complaint or problem involving or not involving a provision of this Agreement may be processed as a grievance as hereinafter provided through Step 3.

3. All written grievances shall be filed at Step 1. If the supervisor believes he/she is not authorized to deal with the grievance, the supervisor shall advance the grievance to Step 2.

SECTION C - Procedure: The employee who believes there is a basis for a grievance shall first informally discuss the matter with his/her supervisor within five (5) working days of the cause of, or receipt of written notification of, or when the employee knew or reasonably should have known of such grievance, either alone or accompanied by the Association Representative.

STEP 1 - Program Level/Supervisor:

a. If the matter is not resolved informally, the grievant or the Association may within five (5) days, initiate formal proceedings by completing appropriate sections of the Grievance Report form (See Appendix B) and filing it with the supervisor. The supervisor shall, within five (5) days of receipt of the formal grievance, meet with the grievant and Association Representative, in an effort to resolve the grievance.

b. Within five (5) days of such meeting, the supervisor shall render a disposition of the grievance by responding on the Grievance Report form and returning the form to the grievant.

c. If the matter remains unresolved, the grievant or the Association may, within five (5) days of receipt of the Step 1 disposition advance the grievance to Step 2.

STEP 2 - Program Director:

a. Within ten (10) days of receipt of the grievance, the Program Director shall meet with the grievant and the Association in an effort to resolve the grievance. Within five (5) days following such meeting, the Program Director shall render a disposition of the grievance by responding on the Grievance Report form and returning the form to the grievant.

b. If the matter remains unresolved, the grievant or the Association may within five (5) days of receipt of the disposition advance the grievance to Step 3.

STEP 3 - Employer/Consortium:

- a. Grievances unresolved at Step 2 may be advanced to Step 3 by filing with the Consortium Director or his/her designee.
- b. Within fifteen (15) days following receipt of the grievance, the Consortium Director or his/her designee shall meet with the grievant and the Association in an effort to resolve the grievance.
- c. Within five (5) days following such meeting, the Consortium Director or his/her designee shall render a disposition of the grievance by responding on the Grievance Report form and returning the form to the grievant.
- d. The decision of the Consortium Director or his/her designee shall be final and binding except for grievances that may be processed in accordance with Section B1 above. If a grievance which may be advanced to Step 4 remains unresolved, the Association may within ten (10) days of the disposition advance the grievance to Step 4.

STEP 4 - Binding Arbitration: Upon receipt of the grievance at Step 4, the parties shall attempt to select a mutually agreeable arbitrator to hear the grievance. If agreement on an arbitrator is not reached within ten (10) days of receipt of the grievance at Step 4, the Association may file a Demand for Arbitration with the American Arbitration Association in accordance with its current voluntary Labor Arbitration Rules.

SECTION D - Powers of the Arbitrator:

1. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement or any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
2. Both parties agree to be bound by the award of the arbitrator, and there shall be no appeal from an arbitrator's decision provided, however, that the arbitrator has not exceeded his/her power and authority as stated above.
3. The arbitrator shall be empowered to issue monetary awards, but in no case shall such monetary award exceed an amount designed to reimburse an employee for loss of actual earnings or what the employee would have earned.
4. The fees and expenses of the arbitrator shall be shared equally by the parties.

SECTION E - Miscellaneous:

1. Time Limits: The time limits provided in this article shall be strictly observed but may be extended by agreement of the parties. In the event a grievance is filed near the end of any school year and strict adherence to the limits may result in hardship to either party, the Employer/Consortium and the Association shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
2. Agreement Expiration: Any grievance in process at the expiration date of this Agreement will continue in process until resolution.
3. Abandonment of Grievance: A grievance may be withdrawn at any level prior to Step 4 without prejudice or record. Any grievance not advanced to the next step by the Association within the time limits in that step shall be deemed abandoned. If time limits are extended, then the new date shall prevail.
4. The grievant shall be released from his/her normal duties in order to participate. The parties shall attempt to schedule hearings during times the grievant is not regularly scheduled to work.

ARTICLE 15 - FRINGE BENEFITS

SECTION A - Health Insurance: Insurance benefits shall be provided for employees who work twenty (20) or more hours per week.

1. The Employer/Consortium agrees to provide without cost single subscriber health coverage for a full twelve (12) month period to employees with a work assignment of thirty (30) hours or more per week.
2. The Employer/Consortium agrees to provide 2/3 of the single subscriber health coverage for a full twelve (12) month period to employees with a work assignment of twenty (20) hours or more per week, but less than thirty (30) hours per week.

SECTION B - Paid Leaves of Absence:

1. Bargaining unit members shall earn and claim leave time benefits as part of their condition of employment under the following conditions. The conditions apply even though the individual may be employed by more than one program:
 - a. Leave time will be earned at the rate of one (1) hour of leave time for every twenty (20) hours of employment.

- b. A maximum of eighty (80) hours of leave time may be earned in any single year (July 1 through June 30).
 - c. A maximum of eighty (80) hours of leave time may be used in any single year (July 1 through June 30).
 - d. A maximum of eighty (80) hours of leave time may be carried over from one year to the next.
 - e. Leave time available per week shall not exceed the regularly scheduled hours for that week.
 - f. The leave time pay rate shall be at the same rate as that attained on the salary schedule.
2. Leave pay shall be allowed when used as follows:
- a. Personal illness or injury to the employee.
 - b. Illness in the immediate (spouse/parent/child) family or household occupant.
 - c. Emergency illness in the family or household which requires the employee to make arrangements for necessary medical or nursing care.
 - d. Time necessary for doctor or dental appointments.
 - e. Time necessary for the attendance at the funeral service of person(s) whose relationship, at the discretion of the employee, warrants his/her attendance.
 - f. Time necessary to serve on jury duty provided that remuneration for jury service be returned to the Employer/Consortium.
 - g. Time necessary to attend administratively-approved educational conferences or conventions which are not requested by the Program Director.
3. Each program shall maintain information relative to leave time status for all its employees and a statement of all accumulated leave shall be presented to each employee on or before September 30th each year.
4. The employee agrees to avoid requesting leave time on payroll time sheets when there is not an entitlement.

SECTION C - Graduate Credit Reimbursement: Employees shall be granted reimbursement for graduate semester hours upon successful completion (Grade B or better) with prior approval of the Program Director at the rate of fifty dollars (\$50.00) per semester hour.

Employees do not qualify for reimbursement for courses necessary to obtain or maintain certification.

SECTION D - Compensation for Attendance at Conferences/Workshops:
Employees shall be compensated for attendance at approved conferences and/or workshops at the rate of twenty-five dollars (\$25.00) per one-half (1/2) day and fifty dollars (\$50.00) for the entire day.

ARTICLE 16 - PROFESSIONAL COMPENSATION

SECTION A: Employees' salary or wages shall be paid in biweekly installments during their work year based upon time sheets submitted to the Program Director.

SECTION B: The basic hourly rate of pay for employees shall be as set forth in Appendix A.

SECTION C: Employees shall receive one step on the wage schedule for each year of employment with the Kalamazoo County Adult Education Consortium.

ARTICLE 17 - 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, 1992 and will remain in effect through June 30, 1995, 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.

KALAMAZOO COUNTY
EDUCATION ASSOCIATION

By: Linda Myers
Linda Myers
MEA/NEA Uniserv Director

By: Mike Murphy
Mike Murphy
KCAECA President

KALAMAZOO COUNTY ADULT
EDUCATION CONSORTIUM

By: Richard D. Fries
Richard D. Fries
Attorney/Chief Negotiator

By: Charles Carpenter
Charles Carpenter
Consortium Fiscal Agent

APPENDIX A - SALARY SCHEDULE

Hourly Rates

<u>Step</u>	<u>92-93</u>	<u>93-94 (+4%)</u>	<u>94-95 (+4%)</u>
1	\$15.55	\$16.17	\$16.82
2	16.17	16.82	17.49
3	16.82	17.49	18.19

APPENDIX B

Kalamazoo County Adult Education Association Consortium

Grievance Report Form

Name of Grievant: _____ Assignment: _____

Program Site: _____ Date Filed: _____

Attach additional sheets if space is insufficient.

Step 1 - Program Level/Supervisor

A. Date of Conference Request _____

B. Date of Initial Conference _____

C. Persons Attending Initial Conference _____

D. Disposition by Program Level/Supervisor _____

Signature of Program Level/Supervisor Date

Step 2 - Program Director

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Section(s) of the contract allegedly violated _____

3. Relief Sought _____

