

A G R E E M E N T

BETWEEN

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

AND

LOCAL UNION NO. 214

**AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

(MAINTENANCE)

2004-2006

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AGREEMENT

Between

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

And

LOCAL UNION NO. 214

**Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

(MAINTENANCE)

This Agreement entered into this ____ day of _____, 2006, by and between the School District of the City of Kalamazoo, Michigan, hereinafter called the "Board," and the International Brotherhood of Teamsters, hereinafter called the "Union."

WITNESSETH:

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

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

GENERAL STATEMENT AND PURPOSE

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

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

ARTICLE I – RECOGNITION

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

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

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

ARTICLE II – BOARD OF EDUCATION RIGHTS

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

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

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

ARTICLE III – GRIEVANCE PROCEDURE

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

Section B: Information Resolution – Any employee or group of employees having a complaint is encouraged to personally, or accompanied by his/her Union representative, bring the complaint to the attention of the appropriate immediate supervisor prior to filing a grievance under the formal written procedure. The immediate supervisor and employee(s) shall use their best efforts to reach a satisfactory settlement. If no satisfactory settlement is reached between the immediate supervisor and the employee(s), the complaint may also be referred to the general supervisor. In

the event the complaint is not satisfactorily settled by informal means, said complaint may become a grievance and the following procedures shall apply.

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

Section C: Formal Written Procedure –

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

The Executive Supervisor or his/her designee shall give a written answer to the aggrieved employee within ten (10) regularly scheduled working days after receipt of the written grievance. If the answer is mutually satisfactory, the employee or the Union shall so indicate it in writing, giving one (1) copy of the settled grievance to the Executive Supervisor or his/her designee.

2. If the grievance is not settled in the first step, and the employee desires to appeal it to the second step, such employee and Union representative must present the grievance to the designated Human Resources representative within three (3) regularly scheduled working days after the Executive Supervisor gave the Union the written first step answer. The designated Human Resources representative and the Union representative shall meet to consider the grievance within fourteen (14) days of the notice of appeal. The designated Human Resources representative shall give the employee and the Union representative a written and signed second step answer within ten (10) regularly scheduled working days after the grievance meeting. If the answer is satisfactory, the Union representative or employee shall so indicate in writing, giving one (1) copy of the settled grievance to the designated Human Resources representative.
3. In the event the grievance is not satisfactorily settled at Step 2, the Union may submit the grievance to the Teamsters Local 214 Grievance Panel for its review. To be timely, the grievance must be presented and the decision of the Grievance Panel must be made within sixty (60) days of the issuance of the designated Human Resources representative's Step 2 decision. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration by giving written notice of the appeal to the designated Human Resources representative. If the grievance is not so submitted within the time frame allowed, it will be considered closed on the basis of the Step 2 answer.

All matters submitted to arbitration shall be processed under the rules of the Federal Mediation and Conciliation Service except as modified herein.

Section D: Arbitrator's Decision, Fees.

1. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement. The arbitrator shall also be without power and authority to make any decision relating to the discipline or discharge of any employee who has not completed his/her probationary period.
2. It shall be the responsibility of the arbitrator to render a decision within thirty (30) days of the closing of the case, if possible.
3. The charges of the arbitrator for his fees and expenses will be borne equally by the parties. If a fee is charged for the room where the hearing is held, this also will be borne equally by the parties. Each party shall pay the expenses of its own witnesses and representatives.
4. The arbitrator's decision on an arbitrable matter within the jurisdiction shall be final and binding upon the Board, the Union and the employee(s) involved.
5. Only one (1) grievance shall be presented to an arbitrator in any one (1) hearing and on any one (1) day, unless the parties agree in writing to combine grievances for the same arbitrator or the grievances involve the same incident and the same issues.

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

1. It is understood and agreed that the time limits specified in this grievance procedure may be extended by mutual agreement in writing between the Union and the Employer.
2. If grievances are resolved before the arbitrator's fee cancellation date and either party fails to execute the settlement before the specified date, the party that fails to execute the settlement shall be responsible for the arbitrator's cancellation fee.

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

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

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

ARTICLE IV – TERMINATION, DISCHARGE

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

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

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

ARTICLE V – SENIORITY GENERAL

Section A: Promotions will be made according to seniority and ability. Any employee bidding on a job will be given prior consideration providing he/she can furnish evidence that he/she has had one or more years of combined training or experience in the trade in which the opening occurs and meets the minimum job specifications and requirements for the job opening as established by the apprentice training program.

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

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

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

Section E: Vacation or leave replacements may be employed for as long as 120 days, but shall not acquire seniority unless they are employed as full-time employees immediately following their temporary placement, in which case they will be given seniority as of the date of permanent

assignment as a full-time employee. If the Administration desired to extend this period, it may do so by mutual consent of the employee and the Union.

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

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

1. Voluntarily quits his/her job; or,
2. Is discharged and such discharge is not reversed through the grievance procedure; or,
3. Overstays a leave of absence; or,
4. Is absent from work for three (3) consecutive working days (excluding Saturdays, Sundays and Holidays) without giving, to the Administration during such three (3) days, a notice of reason for such absence that is acceptable to the Administration.
5. Takes a leave of absence for the sole purpose of seeking or engaging in other gainful employment.

ARTICLE VI – LAYOFF AND RECALL

Section A: Layoffs –

1. The word “layoff” means a reduction in the work force.
2. If it becomes necessary for a layoff, the following procedure will be maintained:
 - a. Employees serving their new hire probationary period in the classification subject to lay-off will be laid off first.
 - b. Employees will be laid off from the classification in accordance with the posted seniority list.

The employee with the least amount of seniority will be laid off first, providing always that the remaining employees are capable of performing the work of the employees who are scheduled to be laid off and who have the ability to satisfactorily perform such work with thirty (30) work days' training.

A unit member displaced from his/her classification may bump a less senior licensed employee provided the unit member has performed that job before for the District and currently possesses a license and the capability

and ability to perform the work within thirty (30) work days, or a less senior employee in any other classification provided the unit member is capable of performing the work within thirty (30) days, and certification of licensing is not required as a prerequisite for performing the work.

- c. Employees to be laid off for an indefinite period of time will be given a minimum of fourteen (14) calendar days' notice.
3. In the event that a layoff becomes necessary, the Executive Supervisor or designated Human Resources representative shall poll members of the Union in the classification subject to layoff to determine if the reduction can be accomplished by voluntary layoffs. No employee will be allowed to voluntarily accept a layoff if, in the Supervisor's discretion, the remaining employees in the classification do not have the ability to perform the work in the classification worked by the volunteering employee.

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

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

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

ARTICLE VII – ANNOUNCEMENT OF OPENINGS

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

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

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

1. Administration may make temporary assignments for a period not to exceed one hundred twenty (120) work days, if this is agreeable to the employee and

providing there is not a reduction in the employee's pay. [This assignment may not be used to circumvent the layoff procedure (Article VI, Section A, 2-b)].

2. In addition, Administration may make temporary assignments to meet emergency needs and conditions for a period of up to twenty (20) work days provided that there will be no reduction in the employee's pay during that period.

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

ARTICLE VIII – WAGES AND HOURS

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

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

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

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

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

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

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

Section E: Evening Workers –

1. Evening workers, second shift, are those workers who work at least four (4) hours beyond 4:00 p.m.
2. Evening workers, second shift, shall receive twenty-five (25¢) cents per hour, \$10.00 per full week shift differential.

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

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

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

Section H: A twenty-five (25¢) cents per hour situational premium will be paid to an employee who serves as a Lead Person. Said situational premium shall be allowed only at the sole discretion of the Executive Supervisor. The Administration agrees to notify the Union in writing of persons scheduled for said situational premium.

Section I: All employees shall be required to report to work on time on days that regular school operations are suspended. Employees who are unable to report to work on or before their

scheduled report time must notify his/her immediate supervisor fifteen (15) minutes after their report time.

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

Section K: When a unit member is assigned to act as a supervisor, he/she, after thirty (30) consecutive working days, shall be compensated at one-half (1/2) of the difference in the employee's regular pay and the supervisor's rate of pay.

ARTICLE IX – HOLIDAYS

Section A: The following days shall be paid holidays:

- Independence Day
- Labor Day
- Thanksgiving
- Friday following Thanksgiving
- Observance of Christmas (2 days)
- Observance for New Year's (2 days)
- Good Friday
- Memorial Day

1. In addition to the holidays set forth above, each employee shall be entitled to one (1) floating holiday per year. The utilization of such floating holiday will be identical to vacation utilization as set forth in Article XVIII.
2. The parties have agreed that the Friday before Labor Day shall be a paid holiday as long as state law requires that schools not conduct classes on the Friday before Labor Day.

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

1. Eligibility Requirements
 - a. Have thirty (30) days of continuous service before such holiday.
 - b. Complete the last scheduled work day prior to the holiday and commence work at the scheduled time on their next scheduled work day after the holiday, unless authorized absence is in effect.

- c. Unauthorized absences on the last scheduled day or the next scheduled day after the holiday for reasons such as personal leave of absence, shall result in forfeiture of such holiday pay.

ARTICLE X – WORKING CONDITIONS

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

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

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

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

Section E: Credit Union – The Board agrees to continue to pay deductions at each pay period for the Educational Community Credit Union for those union members who indicate pay deductions.

Section F: Uniforms –

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

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

Section G: Union-Deduction of Dues –

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

Section H: Jury Duty – Employees required to serve jury duty shall receive the difference between jury duty pay and their regular pay. In order to receive such compensation, an employee must give the Executive Supervisor prior written notice that he/she has been summoned for jury duty and must furnish evidence satisfactory to the Board that he/she reported for and performed jury duty on the days for which he/she claims such compensation. The provisions of this paragraph are not applicable to any employee who, without being summoned, volunteers for jury duty. The purpose of this provision is a joint effort on the part of the Board and the Union to encourage good citizenship on the part of all members of the Union.

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

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

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

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

Section L: In the event that an employee's glasses are damaged on the job, the Board will pay 50% of the cost to repair or replace the damaged glasses, provided, however, that such payments shall not exceed \$100.00 per contract year for any one employee.

Section M: All members of the bargaining unit hired or presently employed after the date of execution of this Contract shall possess a valid Michigan driver's license. Personal use of school vehicles is prohibited. Seat belts are to be worn by all occupants of school vehicles.

Employees with a restricted license due to moving violations will not operate school vehicles until the restrictions are removed. A restricted license will not result in the loss of employment for the unit member. Only authorized District employees or others on District business who have been authorized by an immediate supervisor are to be passengers.

ARTICLE XI – STRIKE CLAUSE

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

ARTICLE XII – LOCKOUT

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

ARTICLE XIII – STEWARDS

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

ARTICLE XIV – LEAVES OF ABSENCE

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

Section B: Leaves of Absence – The Employer will provide covered employees up to twelve (12) weeks of unpaid job protected leave for certain family and medical reasons. Employees who have worked for the Employer for at least twelve (12) months and for 1,250 hours over the previous twelve (12) months of employment are eligible. In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

1. Purpose of Leave

Unpaid leave may be granted for any of the following reasons:

- a. To care for the employee's child after birth or placement for adoption or foster care;
- b. To care for the employee's spouse, son, daughter or parent who has a serious health condition; or
- c. For a serious health condition that makes the employee unable to perform the employee's job

2. Notice, Duration and Certification

When the need for leave is foreseeable, employees are expected to provide thirty (30) days advance notice. When not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. When leave is needed for planned medical treatment, employees must attempt to schedule treatment so as not to unduly disrupt Employer operations. Failure to provide appropriate notice may result in the denial of leave.

Leave for a newborn or newly placed child may be taken only within twelve (12) months from the date of birth or placement and may only be taken continuously.

When medically necessary, leave to care for a family member or for the employee's own serious health condition may be taken on an intermittent or a reduced work schedule basis. All time taken will count toward the employee's twelve (12) week annual entitlement for family and medical leave.

The Employer will require medical certification to support a request for a leave because of a serious health condition and may require second or third opinions (at Employer's expense) and a fitness for duty report to return to work. The medical certification must include the first anticipated date of absence from service to the Employer and the expected date of return. The medical certification to support a leave for family medical reasons must include a statement indicating that the employee's presence is necessary or would be beneficial for the care of the family member and the period of time care is needed or the employee's presence would be beneficial.

When leave is required for a serious health condition, employees will normally be given fifteen (15) calendar days to obtain the necessary medical certifications to support the leave. Employees will be required, unless the Employer waives the requirement, to recertify the need for the leave at least every thirty (30) days and must report in on a periodic basis no less often than every two (2) weeks with respect to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work.

If the unit member has accrued leave remaining after FMLA benefits have been exhausted, the member shall be allowed to use accrual to extend a leave of absence. Following the use of accrued leave, members of the bargaining unit shall be allowed up to a one (1) year leave of absence for medically-related illness or injuries in case of a serious health condition.

3. Wages and Benefits

Leave will be unpaid except as covered by any short-term/long-term disability insurance. At the Employer's option, accrued, but unused, paid vacation leave may be substituted for unpaid leave.

For the duration of the leave required under this policy, the Employer will maintain the employee's health coverage under any group health plan. Any employee contributions to the health plan must be maintained during the leave to maintain coverage. Employees who fail to return from a leave will be obligated to reimburse the Employer for the cost of Employer paid health coverage, except when the employee's failure to return is due to the continuation, recurrence or onset of a serious health condition which would entitle the employee to medical or family leave or other circumstances beyond the employee's control.

4. Return to Work

Upon return from a leave, employees will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms. The employee will not lose any employment benefit that accrued prior to the start of the leave.

5. Eligibility Year

For purposes of determining eligibility for a leave, the Employer hereby adopts a rolling twelve (12) month period whereby each time an employee takes family and medical leave, the remaining leave entitlement will be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.

6. FMLA (Family Medical Leave Act)

An employee on an FMLA leave which is covered by the sick leave provision will be required to take their sick leave credits and pay while on said leave. An employee who is unable to return to work upon the exhaustion of FMLA leave and who has no remaining credited sick days will have their employment status and seniority severed as of the date FMLA leave is exhausted. An employee who is unable to return to work upon the exhaustion of FMLA leave and who has remaining credited sick days will be continued on a leave of absence for the remaining days until sick leave credits are exhausted. An employee who is unable to return to work upon the exhaustion of this leave extension will then have their employment status and seniority severed as of the date the sick leave credits are exhausted.

Section C: 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. Said days are not to be taken from sick leave credit. 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 (1) 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.

ARTICLE XV – PAID SICK DAYS

Section A: Sick Leave –

1. All full-time employees who have completed the new hire probationary period shall receive sick leave credit at the rate of one (1) day per month. Such credit shall be credited on a monthly basis at a rate of one (1) day per month during the contract year at the beginning of each month during the contract year. Probationary employees shall not be entitled to use any sick leave until completion of their initial probationary period.
2. Accumulation of unused sick leave shall be unlimited.
3. Prompt and adequate notification of sick leave must be made to the Executive Supervisor or a person designated by the Supervisor of his/her absence, by the employee or representative, no later than fifteen (15) minutes after start of his/her work shift. Employees who must be absent for scheduled medical procedures or other related matters must provide notice to the Executive Supervisor as soon as the time of the absence is known. Failure to make proper notification will result in loss of pay.
4. The Union and the Administration recognize the importance of the sick leave provisions and agree that every effort needs to be made to prevent its abuse. Therefore, the Union agrees to discourage its members from such abuse. Sick leave pay and other sick leave provisions of this Section shall not be allowed for absences due to illness or injury caused as a result of willful intention to injure oneself or another person, in the commission of any crime, or as a consequence of working for an employer other than the Board or any other work for wage or profit.
5. Injuries incurred while working on remuneration outside the School System shall not be covered under this provision.
6. Verification of any leave of absence may be required by the Administration when deemed advisable.

ARTICLE XVI – INSURANCE

Section A: Effective March 1, 2006, the health care insurance shall be MESSA Choices. Employees will continue to pay a monthly contribution for their health insurance as follows:

Single	\$13.56
Two Person	\$30.36
Full Family	\$33.58

The insurance shall contain:

- A. \$5.00/\$10.00 prescription card.
- B. \$100.00/\$200.00 deductible.
- C. Delete preventive care rider.

Section B: A paid premium for a \$25,000 term life insurance policy on the employee shall be provided by the Board.

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

Section C: The employees shall receive the Delta Dental Insurance Program 50-50-50 with a yearly dental maximum of \$1500.00 and a lifetime orthodontics maximum of \$1500.00.

Section D: An employee who can demonstrate to the District's satisfaction that s/he has adequate alternate health insurance protection through a spouse's plan or policy may elect to forego the health insurance provided by Section A and receive, instead, a payment of \$100 per month for each month they are working and opt out of the plan. This payment will be made to each qualifying employee on the first pay period after each month for the prior month.

Employees who opt out of the insurance may change their election and resume coverage under the District's policy only at the time and under the conditions established by the insurance carrier. The District shall at no time become the independent guarantor of health insurance protection for unit employees. In the event a national or state law mandates that the District provide each of the unit employees a plan or policy of health insurance, this program will cease immediately and the parties shall meet and confer about other alternate plans which may be considered at that time. This plan will not be activated until at least three (3) unit members apply and are approved for the program.

Section E: The Board agrees to provide a group disability plan provided by Illinois Mutual Insurance Company or another carrier with substantially the same benefit levels. The specific terms and provisions of such benefit are contained with the current agreement between Illinois Mutual and the District. All employees shall be supplied with a handbook provided by the carrier which outlines the specific benefits provided by such disability program.

ARTICLE XVII – SEVERANCE PAY

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

1. After ten (10) years Kalamazoo Public School service: An amount equal to thirty (30%) percent of his/her unused sick leave at his/her current rate of pay.
2. After fifteen (15) years Kalamazoo Public School service: An amount equal to thirty-five (35%) percent of his/her unused sick leave at his/her current rate of pay.

3. After twenty (20) years of Kalamazoo Public School service: An amount equal to forty-five (45%) percent of his/her unused sick leave at his/her current rate of pay.

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

ARTICLE XVIII – VACATION AND PERSONAL DAYS

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

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

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

Section C: All unit employees who are eligible to receive more than two (2) work weeks of vacation will be required to take at least one (1) full week of vacation at one time. Remaining days may be taken as the employee desires. All vacation time will be requested and approved according to the scheduling rules outlined below.

1. Vacations will be scheduled by the District at mutually convenient times subject to the need for having particular employees on particular operations at particular times.
2. Special Request Procedure. Employees may request special vacation periods to be taken after March 15 in any year by submitting the appropriate vacation request between January 1 and February 28. The District will make reasonable effort to allow employees to take their vacation at the desired time. In the event of conflict between requests, the request of the most senior employee in the relevant classification will be given first consideration. The Employer shall notify those employees who have submitted special requests of its approval or denial no later than March 15.
3. General Request Procedure. Employees who do not request their desired vacation in accordance with the above special procedure by February 28 and employees

who request a vacation period which will begin prior to March 15 shall request the vacation at least two (2) weeks in advance of the desired vacation period. Such requests will be considered and acted upon on a first-come first-serve basis alone. Employees shall be notified of approval or denial no later than one (1) week after their request.

4. Employees may request that vacation days be granted for emergency purposes with less than the required notice.

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

Section E: The District will advise members of the unit of their accrued vacation and sick time twice every year, in January and July.

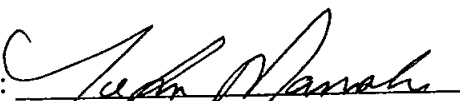
Section F: Personal Days – Employees covered by this Agreement shall be allowed one (1) personal day per year. Personal days may be taken in connection with another vacation or holiday. Personal days may not be carried over from year to year.

ARTICLE XIX – DURATION OF AGREEMENT

Section A: This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the School District and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

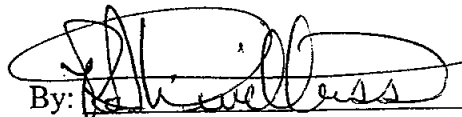
Section B: This Agreement shall become effective September 1, 2004, and will remain in effect until midnight August 31, 2006, and will be automatically renewed for successive periods of one (1) year unless either party gives written notice to the other party at least sixty (60) days prior to the expiration date of its intention to amend or terminate this Agreement.

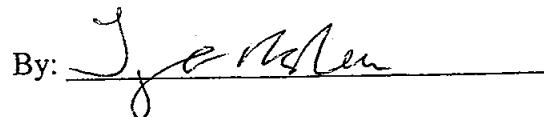
**BOARD OF TRUSTEES OF THE
SCHOOL DISTRICT OF THE
CITY OF KALAMAZOO,
COUNTY OF KALAMAZOO**

By: 

By: _____

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

By:  B.A.

By: 

APPENDIX A
MAINTENANCE CLASSIFICATION

GRADE I	Groundswoker
GRADE II	Groundswoker (2 years KPS experience) Mechanic's Helper
GRADE III	Groundswoker (3 years KPS experience) Mechanic's Helper (2 years KPS experience) Painter
GRADE IV	Groundswoker (4 years KPS experience) Mechanic's Helper (3 years KPS experience) Painter (2 years KPS experience)
GRADE V	Groundswoker (5 years KPS experience) Mechanic's Helper (4 years KPS experience) Painter (4 years KPS experience)
GRADE VI	Groundswoker (6 years KPS experience) Mechanic's Helper (5 years KPS experience) Painter (6 years KPS experience)
GRADE VII	Small Engine Repairworker
GRADE VIII	Mechanic (1-2 state certifications) Electronics Technician
GRADE IX	Locksmith Telecommunication Technician Certified Electronics Technician (general class radio license) Small Engine Repairworker (3 state certifications) Mechanic (3-4 state certifications)
GRADE X	Certified Journeyman Electrician Certified Journeyman Plumber Certified Journeyman Carpenter State-Certified Master Mechanic Energy Management Operator

APPRENTICE SCALE

1 st year	50% scale
2 nd year	60% scale
3 rd year	70% scale
4 th year	85% scale

APPENDIX B
WAGE SCHEDULE

<u>Grade</u>	<u>Rate</u>	<u>Lead Pay</u>
1	\$10.85	
2	\$11.16	
3	\$11.47	
4	\$11.78	\$12.03
5	\$12.08	\$12.33
6	\$14.64	\$14.89
7	\$15.40	\$15.65
8	\$16.67	
9	\$18.24	\$18.49
10	\$19.02	\$19.27

**APPENDIX C
POLICIES**

KALAMAZOO PUBLIC SCHOOLS

SECTION: G

Personnel

**SUBJECT: GCBE
GDBE**

Staff Vacations

PROCEDURE

Page 1 of 3
Date: 5/10/84

Applies to:

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

Method of crediting:

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

Vacation Credit Per Year Monthly Vacation Allowance

A	10 days year	One per month for first ten months of fiscal year (or one per month to the close of the fiscal year (if hired Sept. 1 or later).
B	15 days/year	Two per month for first three months of fiscal year, one per month next nine months.
C	17 days/year	Two per month for first five months of fiscal year, one per month next seven months.
D	19 days/year	Two per month for first seven months of fiscal year, one per month next five months.
E	20 days/year	Two per month for first eight months of fiscal year, one per month next four months.

F	21 days/year	Two per month for first nine months of fiscal year, one per month next four months.
G	22 days/year	Two per month for first ten months of fiscal year, one per month next two months.
H	23 days/year	Two per month for first eleven months of fiscal year, one per month last month.
I	24 days/year	Two per month for fiscal year.
J	25 days/year	Three per month for first month of fiscal year, two per month last eleven months.

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

Accounting for
Vacation days:

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

How vacation is taken:

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

Accumulation of
Vacation days:

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

accumulation shall be 30 days for Kalamazoo Public Schools' employee.

**KALAMAZOO PUBLIC SCHOOLS
Employee Services Department**

VACATION EXAMPLE

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

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

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

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

LETTER OF AGREEMENT

In the costing of those new provisions contained in Article XVI, Section A, relative to employees' contributions towards their insurance coverage and the change to the MESSA Super Care I insurance program, it was determined that the District would generate a savings of \$9,119. The District will be seeking similar changes to the insurance benefits received by the District's teachers. It has been agreed that if the District does not secure similar contributions or an equivalent package of such contributions, the District will make a one-time lump sum, payment to each individual unit member for the pool of \$9,119. Such one-time payment would be factored as to whether said member had single, two persons or full family coverage.

TEAMSTERS LOCAL 214

KALAMAZOO PUBLIC SCHOOLS

By: _____
Terry Dorcy

By: _____
John G. Manske

Date: _____

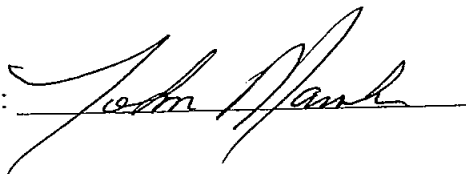
Date: _____

**A D D E N D U M
TO
AGREEMENT
BETWEEN
THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO
AND
LOCAL UNION NO. 214
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
(MAINTENANCE)**

On December 7, 2006, the parties to the Agreement between the School District of the City of Kalamazoo and Local Union No. 214 Affiliated with the International Brotherhood of Teamsters (Maintenance) 2004-2006, agreed as follows:

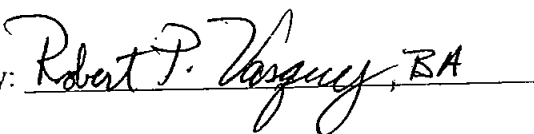
1. **Duration:** The Agreement is for one (1) year, expiring at midnight August 31, 2007.
2. **Wages:** There will be a wage adjustment of 2.5%, retroactive to September 1, 2006.
3. An additional one time, lump sum, payment of .5% of an employee's pay as determined by that employee's regularly-scheduled hours.

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

By: 

By: _____

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

By: 

By: _____