

A G R E E M E N T

between

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

and

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

UNITS I AND II

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July 1, 2003-June 30, 2006

All Sections and Articles of this Master Agreement apply to Units I and II. Separate recognition clauses and salary placement schedules are included for Units I and II in this single Master Agreement.

ARTICLE I AGREEMENT

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

ARTICLE II RECOGNITION

Section A

Pursuant to and in accordance with Sections 26 and 27 of the Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment for all employees within the bargaining unit as certified by Case No. R 80 C-146 of the State of Michigan, Department of Labor, Employment Relations Commission.

The parties have agreed to "clean up" the language in the current Recognition clauses contained within the Contract.

UNIT I

All Elementary Principals, Secondary Principals, Coordinators, Auditors, Administrator of Data Base Operations, Administrator—Testing, Food Services Administrator, Accountants, Transportation Administrator, Building Services Administrator, and Purchasing Agent. Excluding Superintendents, Assistant Superintendents, Executive Directors, Assistant Executive Directors, Directors, Assistant Directors, Business Managers, Assistant Business Managers, and all other employees.

It is recognized that the positions of Purchasing Agent; Food Services Administrator; Coordinator, Student Information; and Transportation Administrator will stay in Unit I until such time as incumbent vacates the position. At such time, positions will officially revert to Supervisory/Technical status.

UNIT II

All Elementary Assistant Principals, Secondary Assistant Principals, Athletic Directors, and Consultants. Excluding Superintendents, Assistant Superintendents, Executive Directors, Assistant Executive Directors, Directors, Assistant Directors, Business Managers, Assistant Business Managers, and all other employees.

Title of Administrative positions will not be changed in a manner which will confuse such title with those already designated positions in other KPS unions.

Section B

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

Section C

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

Section D

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

Section E

Copies of this Agreement shall be printed by the UAW within thirty (30) days after this Agreement is signed and presented to all administrators now employed, or hereafter employed. An additional fifty (50) copies will be provided to the Union for its use. The costs for said copies shall be paid for by the School District with the understanding that the costs will constitute a savings or at least be competitive with KRESA.

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

Section A

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

Section B

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

Section C

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

ARTICLE IV **UNION SECURITY**

Section A: Union Membership

1. As a condition of employment, all administrators covered by this Agreement and administrators hired, rehired, reinstated, or transferred into the Bargaining Unit shall tender the initiation fee and become members of the Union or shall pay service fees in an amount equal to dues uniformly required for membership (as set forth in the Constitution of the International Union) on or before thirty (30) calendar days after the effective date of this Agreement or their date of employment, or transfer into the Bargaining Unit, whichever is later; and shall continue such membership, or pay such service fees as a condition of continued employment. Prior to finalizing negotiations with a successor external candidate, and/or rehiring, reinstating or transferring an administrator, the District will inform the UAW President or his/her designee of the parameters of the offer being made and the factors being considered. This will normally occur during the weekly meetings with the Union. Human Resources will also generate a notice to the Financial Secretary of the Union telling who the new member is.

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

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

Section B: Check-Off

1. During the life of this Agreement and in accordance with the terms of the Authorization Form shared with the District during previous negotiations and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the Union membership dues levied in accordance with the Constitution of the International Union, or a service fee equal to the amount of Union dues, from the pay of each administrator who, as of the fifteenth (15th) day

of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form agreed to by the Union and the Employer on file with the Employer. The Union's Financial Officer shall submit to the Employer's Payroll Department written certification for the amount of dues/service fees to be deducted pursuant to the provisions of this Article.

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

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

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

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

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

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

Section C: Failure to Comply

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

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

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

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

Section D: Save Harmless

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

Section E: Disputes

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

Section F

Pursuant to the Agreement between the parties as enumerated in Article IV, Section A, the parties have agreed to designate the following charitable funds which may be utilized by an administrator if the administrator qualifies pursuant to the aforementioned provision:

1. American Cancer Society
2. Michigan Heart Association
3. Muscular Dystrophy Association

ARTICLE V
BOARD AUTHORITY

Section A

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

Section B: Administrator Evaluation

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

ARTICLE VI
GRIEVANCE PROCEDURE/BINDING ARBITRATION

Section A

A grievance shall mean a complaint by an administrator, group of administrators, or the Union alleging that there has been a violation or misapplication of a provision of this Agreement. The parties have agreed to develop a new grievance form.

Section B: Procedure

1. **Step 1:** An administrator and a member of the local union bargaining committee shall first discuss the grievance with the immediate Director or Assistant Superintendent, whichever is appropriate, within five (5) working days of the cause of, or receipt of written notification of said alleged grievance.

Following such discussion, a brief memorandum shall be written and signed by both parties, provided such grievance has been resolved.

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

3. **Step 3:** If the grievance is not settled as in (2) above, a meeting with the Assistant Superintendent, representative from Human Resources, and the administrator and a member of the local union bargaining committee shall be held. Such meeting shall be arranged within five (5) working days following the response or when the response was due in (2) above.

The Assistant Superintendent shall give an answer in writing to the Local Union within five (5) working days.

4. **Step 4:** If the grievance is not settled as in (3) above, a meeting with representatives of the Superintendent's Office, the Union's bargaining committee, and the International Union shall be held. Such meeting will be held at a mutually agreed time within a twenty (20) day period. The local Union shall be given a written response to the grievance within ten (10) working days of the meeting and a copy shall be mailed to the UAW regional office.

5. **Step 5:** If the answer to a grievance pursuant to the meeting in Step 4 above is unsatisfactory, the Union shall notify the Employer in writing within twenty (20) days of receipt of such answer that it desires to take the grievance to arbitration.

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

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

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

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

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

The arbitrator shall have no authority to add to, subtract from, disregard or modify any of the terms of this Agreement. Also, the arbitrator shall have no authority to have a grievance that involves the following sections of Article X: Section B (pupil assignments), Section C (staff assignments), Section D (staff placement and selection), and Section G (the budget or budget process); Article XI, Section A (curriculum revision); Article VII, Section D (transfers and promotions); or matters related to Board authority and policies except as limited by this Agreement (Article V). These provisions shall not preclude a grievance challenging an involuntary transfer that results in a pay cut to a Union member from being arbitrated.

Section C: General Provisions

At any conference under this grievance procedure:

1. The Union and Board may have present any and all witnesses they desire. It is understood that the District's legal counsel will be representing the Superintendent at step 4. If any party is to be represented by legal counsel during another step of the grievance procedure, notice shall be given to the other parties at least twenty-four (24) hours in advance of the conference.

2. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision on a grievance within the specified time limits shall automatically advance the grievance to the next step of the grievance procedure. Any grievance not advanced to the next step by the Union within the time limits in that step shall be deemed withdrawn without prejudice or precedent. However, the time limits specified in this procedure may be extended by mutual agreement of the Employer and the Union.

3. No grievance or decision rendered on a grievance shall be placed in an administrator's personnel file without the administrator's consent.

4. A grievance may be withdrawn at any time by the Union.

5. The parties, both a grievant and the School District, shall maintain confidentiality throughout the grievance procedure. If the School District receives a Freedom Of Information Act request in regard to a matter subject to the grievance procedure, it will inform the Union and attempt to inform the grievant prior to the release of any information in response to such request.

ARTICLE VII **SENIORITY**

Section A: Definition of Seniority

1. An administrator in the bargaining unit on the active rolls at the date of Union's certification (May 9, 1980) shall have seniority dating from date of hire into the School District.

2. Any administrator who newly enters the bargaining unit thereafter shall have seniority from the last date of continuous assignment as an administrator.

3. A master list showing the seniority of each administrator shall be maintained up-to-date. The local Union shall be given a revised copy of the master list upon request.

4. The School District will provide the local Union a list of names and addresses of their membership upon request of the Union.

Section B: Affirmative Action

The parties are committed to the goals and principles of affirmative action as established by state and federal statutes, regulations and guidelines; as established by the federal courts; and as established by the Board of Education (Personnel Policy Section 6, Subject GBA Affirmative Action adopted July 10, 1991.) It is understood by the parties to this Agreement that such goals and principles shall be considered in the decision-making process effected by this Article in that such goals and principles may be a determining factor in individual decisions made pursuant to such Article.

Section C

The School District shall announce by way of e-mail all administrative vacancies as soon as they are known. Such announcements will include all relevant information regarding securing such position and the deadline for filing an application.

In the event schools are closed, the School District shall notify all administrators of position openings in the bargaining unit by special mailing or an e-mail which transmission is acknowledged.

Section D

Administrators who desire a change in administrative responsibility or who desire to transfer to another building shall file a regular statement of such desire with Human Resources and the Union on forms provided by the School District.

Administrators who have requested transfer or reassignment shall be notified by the Administration when action on said transfer or reassignment has been taken. Transfer requests not acted upon prior to June 1 will remain active and be considered until ten (10) days before Administrators are to report for the school year.

Voluntary transfers or promotions affecting bargaining unit positions shall be based on the following factors:

ability, experience, past performance and seniority.

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

All administrators requesting an open position whose request is not granted shall be given an answer to their request in writing, if they desire, stating the reason the administrator was not accepted for the position.

Section E

Any and all administrative vacancies which exist during the period of time between the last day of school and ten (10) days before administrators are to report for the next school year shall be filled pursuant to the following procedure:

- (a) The job will be posted, and those currently employed administrators in the same classification will be given the opportunity to request a transfer to the vacant position.
- (b) Once the opportunity has been given to those in the same classification to transfer, the existing vacancy shall be filled by a movement of those individuals in the bargaining unit who were in such classification on May 9, 1980. Such movement will be done on the basis of seniority. If the individual offered such a position refuses the position for any reason, the District will have no further responsibility to offer another position to such individual.
- (c) If the foregoing does not result in the filling of the existing vacancy, then those individuals who are not in classroom positions but who were administrators on May 9, 1980, shall be given the opportunity to be recalled pursuant to the provisions of Article VII, Section G, subparagraph 4.
- (d) If the foregoing does not result in filling of the existing vacancy, then the position will be posted and filled in the usual manner. This is the first step of this procedure which would allow current administrators to seek promotions to positions which they have not held in the past.

Section F

Administrative vacancies which exist during the period of time nine (9) days before the start of the school year through the end of the school year shall be filled pursuant to the following procedure:

- (a) The existing vacancy shall be filled by a movement of those individuals in the bargaining unit who were in such classification on May 9, 1980. Such movement will be done on the basis of seniority. If the individual offered such a position refuses the position for any reason, the District will have no further responsibility to offer another position to such individual.
- (b) If the foregoing does not result in the filling of the existing vacancy, then those individuals who are not in classroom positions but who were administrators on May 9, 1980, shall be given the opportunity to be recalled pursuant to the provisions of Article VII, Section G, subparagraph 4.
- (c) If the following does not result in filling of the existing vacancy, then the position will be posted and filled in the usual manner. This is the first step of this

procedure which would allow current administrators to seek promotions to positions which they have not held in the past.

- (d) In the event the District determines it must hire an administrator in other than a permanent position, the Union shall be notified and a good faith attempt shall be made by both parties to develop a letter of agreement, prior to the date that the individual initiates his/her employment.

Section G

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

- (a) The parties recognize the existence of certain classifications within the bargaining unit in which there is more than one (1) administrator. (An example of such classification is that of elementary principal. Other examples would be the Coordinator of Site-Based School Improvement, Coordinator of Science & Math, Coordinator of Professional Development & Mentoring and Coordinator of Literacy)

- (1) When layoffs are necessary within such classifications, such reductions will be based on the following factors:

ability, experience, past performance, administrative tenure in position, and seniority.

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

- (2) The parties recognize the existence of certain classifications in the bargaining unit in which there is only one (1) administrator. Examples of such positions are: Coordinator of Administrative Information Services, Coordinator of Bilingual & Migrant Education, Coordinator of Fine Arts, and Coordinator of Special Education. When reductions are made that affect such one (1) administrator position, the administrator in such classification shall be designated for layoff. However, such administrator may or may not have bumping rights as set forth in the following paragraph:

An administrator, when designated for layoff, may exercise seniority to replace another less senior administrator of bargaining Unit I or a less senior administrator of Unit II, provided the laid off administrator has held the position during employment with the Kalamazoo Public Schools, and provided the administrator to be replaced does not have administrative tenure in position.

- (3) Administrators who bump a less senior administrator of bargaining Unit I or a less senior administrator of Unit II and administrators who are unable to remain in the bargaining unit shall:
- a. Be called back in seniority order in original classification for a position provided the administrator had performed satisfactorily in such position.
 - b. Be called back and/or returned to a position in Unit I or in Unit II provided the administrator has satisfactorily performed the position since May 9, 1980, or is, in the determination of the School District, capable of performing the work.
 - c. Notice of recall shall be by certified mail, return receipt requested, mailed to the administrator's last known address.
 - d. The Union shall be given notices of layoffs, recalls, and placement of administrators.
 - e. In all cases, an administrator must be qualified to perform the work needed in the classification to which the administrator bumps or is recalled under the procedure set forth above.

Section H: Placement in Teaching Positions

This Contract does not waive any right which School Administrators may have had due to promises or alleged promises made to them prior to the date of certification, May 9, 1980.

Section I: Placement of Excluded Administrators

It is hereby agreed by the parties that an excluded administrator shall have the right to be placed in a bargaining unit classification the administrator previously held for the Kalamazoo Public Schools provided the administrator performed satisfactorily in such position if such administrator is removed or if the position is eliminated. The excluded administrator does not have the right to replace a unit member who has administrative tenure in position or more system seniority.

It is further agreed by the parties that an excluded administrator may be reassigned to a bargaining unit position if there are no displaced or laid off unit members who have a prior right to return to such position.

ARTICLE VIII
HOURS OF WORK AND WORK YEARS

Section A

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

Section B

Meetings of elementary and secondary principals with the members of the Executive Leadership Group and all meetings of administrators called by the Superintendent, or designee, shall be conducted during regular working hours, or after such hours if the urgency of business requires a meeting.

No meetings can be held beyond one (1) hour after students leave on the third Monday of the month except in cases of emergency.

Section C

When schools are closed for inclement weather, ten (10) month administrators will not be required to report. They shall be required to work the make-up days consistent with the school calendar. Additionally, in the event the Superintendent calls a meeting of administrators or administrators are given specific assignments, ten (10) month administrators shall be paid prorated pay for such days.

1. The work year of a twelve (12) month administrator shall be July 1 to June 30.
2. The work year of a ten (10) month administrator shall begin five (5) work days before teachers are scheduled to report for service, and the work year shall end four (4) work days after the teachers last scheduled work day – not to exceed 203 days. If it becomes necessary to exceed the 203 days, bargaining unit members will receive additional pro rata pay for such additional work. Christmas, spring and mid-winter breaks shall be identical to that for teachers.
3. A ten (10) month administrator called for meetings or other duties during the Christmas, spring or summer breaks shall be compensated at the base daily rate of the individual. The individual required to perform such work shall receive a minimum of two (2) hours pay each time that individual is required to perform such work. This pay will be paid by a check separate from the regular pay within thirty (30) days.

4. The Superintendent shall publish and distribute to all administrators copies of the ten (10) month calendar as soon as it is established. This calendar will contain the last official workday for administrators.
5. The Union shall have representation (selected by the Union) on the community-wide school calendar committee.

Section D

1. A ten (10) month administrator shall receive wages at the administrator's regular rate for the following holidays:

Labor Day, Thanksgiving Day, New Year's Day and Memorial Day.

2. A twelve (12) month administrator shall receive wages at the administrator's regular rate for the following holidays:

Independence Day, Labor Day, Thanksgiving Day and the Friday following, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day.

ARTICLE IX **DISCIPLINARY ACTION**

Section A

When an administrator's superordinate has a concern regarding a specific aspect of an administrator's performance, the superordinate shall discuss the concern with the administrator and the administrator shall be given the opportunity to address the area or incident of concern.

All individuals will be requested to log in on a document when reviewing a personnel file of the administrator. Freedom of Information Act requests to view an administrator's personnel file shall only be responded to following written notice to the administrator of the receipt of such an FOIA request.

Section B

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

Section C

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

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

ARTICLE X
ADMINISTRATOR RIGHTS, RESPONSIBILITIES AND COMMUNICATION

The parties agree to prior and timely input and consultation on matters of mutual interest. Consultation with the Union shall include a minimum of three (3) members of the Negotiating Team or Executive Board Local 2150 Officers. Such consultation may include but shall not be limited to the following:

Section A: Open Personnel File

Administrators will have the right to review the contents of their personnel file with the exception of those materials which were secured prior to their employment. The administrator shall contact a member of the Superintendent's Office to secure an appointment for the review of the file. From this date on, all evaluative material in the file shall contain an administrator's signature to indicate the administrator has had the opportunity to read such material.

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

Section B

Administrators seeking a new administrative position may be requested or required to participate in the Assessment Program. All other participation would be on a voluntary basis.

Section C: Curriculum Revision

It is agreed that it is the legal responsibility of the Board to determine the curriculum and programs to be implemented within the School District. It is recognized that the training, expertise, and experience of professional school administrators make them an invaluable resource which can be utilized by the Board as to curriculum and program development. Therefore, it is understood that administrators, including building principals, will be involved in program development and/or changes.

Section D: Contract Review

The Superintendent, or designee, and the Union, shall meet at least once a month to discuss matters relating to this agreement or any other collective bargaining subject. It is further agreed that other matters of mutual interest may be discussed at this meeting. The time and place of all such meetings shall be mutually agreed upon and those Union representatives attending such meeting shall be excused from any of their duties that may conflict with the holding of any such conference. The Union shall be represented by not more than seven (7) members including the Union president.

Section E: Administrator Position Classification

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

Section F: Reduction/Restructuring of Administrative Positions

1. When it becomes necessary to reduce the number of administrative positions, or to restructure existing positions within the bargaining unit, the employer agrees to consult with the Union prior to the proposed action to be taken. The purpose of the timely consultation will be to discuss what impact there will be on remaining Union positions.
2. The parties agree that the flexibility in the structure of positions is needed as employment changes occur in the District. These changes may require a reassignment or restructuring of a Union position. It is understood that whenever possible or reasonable, an attempt will be made to reconfigure work within the Union structure.
3. The employer and Union agree to prior consultation in the event that ten (10) month positions need to be expanded to twelve (12) month or twelve (12) month positions reduced to ten (10) month positions.
4. There will be occasion when additional District principal-related work will need to be assigned to unit members. Whenever possible, the District will consult with members before assignments are made. If there are multiple opportunities, the

District will attempt to match the member's preference with the work to be completed.

Section G: Grievance Resolution

A grievance committee composed of five (5) administrators from the unit shall be selected by the administrators of the bargaining unit. The School District agrees to meet and confer with this committee as the representative of its administrators covered by this agreement in an attempt to resolve grievances and other matters of concern.

Section H: Pupil Assignments

Building principals are responsible to assign each pupil within the building. Pupil assignments shall be made in compliance with District policies and procedures.

Section I: Staff Assignments

Building principals are responsible for staff assignments within the building. In accordance with District procedure, the principal will work cooperatively in the determination of staff assignments. Assignments shall be made in accordance with staff collective bargaining agreements.

Both parties agree that the recent pattern of assistant principal staffing for middle school should set a framework for discussions when additional staff is requested by the building principal.

Section J: Staff Placement

Placement of staff members will be handled cooperatively between Central Administration and affected UAW Administrators. The parties recognize the importance of input, notification, and confidentiality in placement decisions.

The affected UAW administrator shall be given the opportunity to interview prospective candidates whenever possible.

Section K: Absences

When a principal determines that the principal will be absent, the principal shall contact a designated excluded administrator.

When a principal, or the assistant principal, is to be absent, the principal may, within building budgetary limits:

1. Contact a retired administrator;

2. Assign an administrator in the building who will in turn be replaced by a substitute using the same procedure;
3. Ask a building teacher.

When all of the above options are exhausted, the principal will contact the designated excluded administrator.

If an administrator is absent other than for vacation for more than ten (10) consecutive days, the administrator shall be responsible to make a recommendation for a temporary replacement to the Superintendent. If another member of the bargaining unit is assigned as the replacement, additional pay adjustment shall be made at the rate of the starting pay for such classification.

While the District maintains the right to cover the absence of an administrator as it deems appropriate, the parties have agreed that the District shall establish a "career pathing list." The "career pathing list" shall give bargaining unit members an opportunity to advise the administration of their interest in performing duties and responsibilities other than their current assignments. The District shall take into consideration the "career pathing list" when making assignments for opportunities that are temporary in nature.

A letter will be developed by the District and sent each year to the membership to develop a career pathing listing. A copy of this current list will be sent to the Union President and the Negotiating members by April 15 of each year.

Section L: Parent Complaints

In order to encourage the harmonious and expeditious resolution of parent complaints at the local level, the Board agrees that in the case of a complaint on the part of a citizen regarding an administrator, or a program or an employee the administrator supervises, that such citizen shall be encouraged to first discuss the matter fully, either by phone or in person, with the administrator involved before any administrator not within the unit or the Board of Education takes action on the matter. Furthermore, if the Superintendent or designee intends to pursue the matter, the administrator involved will be notified regarding receipt of the complaint. It is understood and agreed that if an administrator's decision is appealed to a higher authority that such administrator shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memoranda, before any further action is taken on the matter.

Section M: Budgeting Process

The annual budgeting process will include the following:

1. The Board of Education will approve a preliminary budget by the beginning of the fiscal year. Administrators having budget responsibilities will be given the opportunity to attend inservice sessions describing the budget development

process to be used, including key dates for administrator input. Such inservice sessions will be scheduled at times that maximize the possibilities for attendance of all administrators. Administrator input will be encouraged. However, the authority to determine the budget recommendations for presentation to the Board of Education rests with the Superintendent or the Superintendent's designee. It is understood by the parties that some budget reductions will require a comparable adjustment in program responsibilities.

2. Individual budgets may be adjusted during a fiscal year. Upon request, administrators having budget responsibilities will be provided explanations by the Assistant Superintendent of Budget and Finance or appropriate designee for any such adjustments to the administrator's budget.
3. Administrators are encouraged to achieve maximum benefits from utilization of budget funds. Accordingly, administrators may request budget transfers within accounts over which the administrator has decision-making responsibilities. These transfers should generally not impact salary, utility or contracted services accounts and are subject to approval at an appropriate level. If the requested transfer is not approved, the administrator will be provided an explanation.
4. Building and/or other administrators will have the responsibility for expenditure of funds derived from incidental use of materials or from internal solicitation of funds and fund-raising programs conducted by the building or department. Board policies and administrative procedures shall be followed in such expenditures.

Section N: Purchasing Procedure

The District's purchasing procedure shall include the following:

1. Administrators shall initiate the purchasing process through submission of a general requisition. The request must be charged to the correct account, within budgeted funds, and the requisition must be signed by the administrator with the decision-making authority over the account. In the event that the requisition is not approved for any reason, including but not limited to the above, the Assistant Superintendent of Budget and Finance or designee will provide an explanation for lack of approval to the applicable administrator.

Section O: Selection of New Employees

The Board agrees that such affected administrators shall have the opportunity to have input into the selection of new personnel being considered for employment in the administrator's building or department. Administrators shall utilize the Employment Recommendation form for the filling of employment recommendations.

Section P: Changing the Number of Staff Assigned to an Administrator's Supervision

The guidelines in staffing assistant principals will be shared with the Union.

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

Included in the budget development process, in the development of staffing allocation formulas, in the schedule of key dates for administrator input, shall be a process for timely and meaningful administrator input.

Section Q: Information Requests

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

ARTICLE XI
INSTRUCTIONAL PROGRAM MATTERS

Section A: Academy Schools

The Kalamazoo Public Schools will not approve any public school academy without benefit of negotiations with the UAW Local 2150 Administrators.

Should the Kalamazoo Public Schools participate in any discussion germane to approving a public school academy, the negotiation team will be promptly notified and will be provided all information regarding same to allow a monitoring of the District's discussions. If the District should decide to open an academy, the parties will negotiate wages, hours and working conditions for the Bargaining Unit work being performed in the academy.

This Agreement is only applicable to public school academies established under Michigan Compiled Law 380.501.

If new legislation is enacted which authorizes a different type of academy, charter or school of choice, the parties will reopen negotiations to accommodate same.

Section B: Professional Activities Allocation

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

Section C

The District agrees to provide for the continuing education of its included administrators through a reimbursement of \$200 per successfully completed credit hour from an accredited institution, not to exceed \$1,000 annually per administrator.

Section D

The District will pay one recertification fee for any administrator requiring certification during a five (5) year period. The District will also pay the fee for the initial certificate if earned during a period of Kalamazoo Public Schools administrator's employment. This agreement will end if the State of Michigan changes the requirement for certification.

ARTICLE XII **LEAVE OF ABSENCE**

Section A: General Leave of Absence

Any administrator may be granted a leave of absence of up to one (1) year for any worthwhile purpose. Such a leave may also be extended for a second year if the Board so chooses. At the expiration of the leave, the administrator shall be reappointed to the District's administrative staff if a position is available for which the administrator is certified and qualified.

Section B: Leave of Absence for Professional Improvement

An administrator may be granted a leave of absence, without pay, for a period not to exceed one (1) year for the purpose of:

Graduate study (a minimum of ten [10] semester hours each semester or its equivalent)

Independent research in education or an educationally related field under the supervision of the Superintendent or an accredited college or university.

Educational travel (itinerary must accompany application).

If substantial changes in the planned program of the leave as outlined in the approved application are to be made, the administrator shall immediately request approval from the Superintendent. Upon the administrator's immediate return to the School District, the administrator shall be granted credit for up to one (1) year on the then-existing salary schedule.

In addition, one (1) administrator every other school year may be allowed a sabbatical leave for approved educational work toward a specialist or doctorate degree at 50% annual pay. Approval for the leave shall be subject to the established District procedures. The administrator must work in the District for a minimum of three (3) years following the sabbatical.

Not later than 60 days after the administrator returns to the District, the administrator shall file a written report with the Superintendent. The report shall include the name of institutions attended, course pursued, credits received, experience gained, the itinerary of travel, together with the administrator's appraisal of the professional value of the activities while on leave. An administrator will not be considered as having completed the requirements of the leave until the final report has been approved by the Superintendent.

ARTICLE XIII **VACATION**

Section A

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

1. Vacation days shall be allotted evenly over a ten-month period, July through April.
2. All twelve (12) month administrators shall receive twenty (20) vacation days per contractual year.
3. After twenty-five (25) years of service, an administrator will be entitled to one (1) additional vacation day per year up to a maximum of twenty-five (25) days.
4. The maximum accumulated vacation days shall be limited to thirty (30).

ARTICLE XIV **GENERAL**

Section A

The Union may use school building facilities for its proper business activities without charge upon approval by the School District.

Section B

A pool of ten (10) professional paid leave days per contract year shall be available to the Union that may be used by its officers or other officials to attend conferences and other meetings related to the conduct of affairs or the welfare of the professional school administrators in general. However, it is understood no administrator will be so released on days involving special conditions which would cause disruption to the School District.

Up to ten (10) additional days may be granted to conduct Union business provided there is no substitute salary cost to the District.

Section C

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

ARTICLE XV
COMPENSATION AND FRINGE BENEFITS

Section A: Pay Dates

Ten (10) month administrators shall be paid biweekly during the life of this Agreement.

All twelve (12) month administrators shall be paid contractual amounts over twenty-six (26) equal payments that will approximate biweekly pay periods.

The pay dates for each school year shall be provided to the Union as soon as these dates are available.

The summer pay date delays will be delayed in the years 2000 and 2006. The District will meet with UAW Local 2150 by January 1st of those years to discuss the process that will be used to implement the delays and notify the employees.

Section B: End of the Year Holiday Schedule

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

Section C: TB Test

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

Section D: Payroll Deductions

Payroll deductions shall be allowed for Educational Community Credit Union, United Way®, Union dues, and for tax shelters on District-approved lists.

Section E: Tax Shelters and Annuities

The parties have agreed to accept an opportunity for administrators to participate in a Tax Deferred Plan commonly referred to as 403B. The employer will pay only the administration cost of this type of plan or plans. The future of this plan will depend on projected legislative action and/or tax revisions.

Section F: Health Insurance

The Board shall provide for each administrator MESSA Super Care I health and hospitalization insurance. Coverage shall be effective June 1, 2002, and shall include the MESSA Care Rider and the Preventative Rider. Effective March 1, 2004, such insurance coverage shall have a \$5/\$10 drug card and a \$100/\$200 deductible. Payment of the deductible shall be the responsibility of the employee.

1. Each administrator will be provided an annual opportunity to enroll in said health and hospitalization program. An administrator who elects not to take such health and hospitalization insurance plan, shall have the option of having the District contribute \$100 per month into a tax-sheltered/deferred annuity program as designated by the administrator from the District-approved list.

Section G: Long-Term Disability Plan

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

1. After you have been totally disabled for a continuous period of thirty (30) days or expiration of accumulated sick leave, whichever comes later, the plan pays a monthly benefit of seventy (70%) percent of your basic monthly earnings. This monthly benefit will be reduced by specified income benefits from other sources.
2. After an administrator has been totally disabled for a continuous period of thirty (30) days or expiration of accumulated sick leave whichever comes later, the administrator will be placed on long-term disability. Upon return from a disability which has exhausted an administrator's accumulated sick leave, the administrator will have seven (7%) percent of sick leave reinstated. This will be based on the accumulated sick leave days as of the last day of active work before

the administrator went on disability. Such an amount shall not be less than five (5) days.

3. Benefit duration continuous to age seventy (70) for disabilities resulting from a sickness or an accident.
4. Monthly benefit which is payable under this plan shall be reduced by the amount of benefits received through Workers' Compensation, Social Security or Michigan School Employee's Retirement.
5. The District shall continue health insurance premium benefits for a totally disabled administrator until health insurance is provided through other sources such as Workers' Compensation, Social Security or Michigan School Employee's Retirement.

Section H: Dental Insurance

The Board shall provide for each administrator full premium payment for family membership in the Delta Dental Insurance Plan, comparable to or better than the current plan.

Section I: Life Insurance

The School District shall provide a fifty-five thousand (\$55,000) dollar term-life insurance policy for the administrator. The beneficiary of said policy shall be designated by the administrator.

Section J: Vision Coverage

The District shall provide vision care for the bargaining unit. The vision care plan is VSP III.

Section K: Travel Allowance

Administrators who utilize their automobiles for School District business shall receive a monthly travel allowance. Effective July 1, 1994, administrators shall receive a ten (\$10) dollar per month increase in their current monthly mileage reimbursement. Annual mileage rate increases shall be calculated and paid according to annual Internal Revenue Service (IRS) percentage increases. Such increases shall be retroactive to the effective date when the School District is notified of the IRS adjustment.

In order to ensure equity in monthly mileage reimbursement rates, a committee of three (3) representatives selected by UAW and three (3) representatives selected by the Superintendent shall convene by November 30, 1994, to recommend mileage rates for all UAW administrators. Such recommendations shall be acted upon by December 30, 1994. As a result of the study, in no case shall an administrator receive a monthly mileage reimbursement which is less than the monthly reimbursement which the administrator receives as of July 1, 1994.

Section L: Reimbursement for Property Loss

The employer shall reimburse an administrator for loss, damage or destruction of personal property which was utilized in the performance of the administrator's duties. The employer shall also reimburse the administrator for any personal property loss resulting from employment, providing the relationship between the employment and loss is shown by the administrator.

While employment-related loss to personal property from acts such as vandalism is reimbursable, loss related to normal wear is not reimbursable.

The District shall reimburse the administrator the portion of the loss which is not covered by insurance. However, in no case shall the reimbursement exceed one thousand (\$1,000) dollars. There shall be no reimbursement for any loss or damage in cases where the administrator did not exercise reasonable care to secure and/or protect the personal property. If use of the administrator's insurance causes an insurance rate increase, the increase will also be reimbursable for up to two (2) years.

Section M: Severance Pay

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

1. A minimum of ten (10) years professional service in the District shall be required for retirement payment.
2. In the event of the death of an administrator eligible for retirement payment, the payment shall be made to the beneficiary or estate.

Each regular full-time administrator shall earn sick leave credit at the rate of one (1) day per month of service. Service for the purpose of this Article shall be defined as performing the regular duties and receiving salaries. The full allowance for the year shall be credited at the beginning of each year. Unused sick leave shall be cumulative from year to year without limitation. When an administrator's services terminate, a deduction will be made at such time for all sick leave used in excess of the earned amount.

Section N: Sick and Emergency Leave

When an administrator requests a leave of absence due to illness, physical disability, childbirth or childcare subsequent to childbirth, the administrator has the privilege of electing to use the benefits accrued under this Article provided, however, that a statement from a licensed physician is presented to the Superintendent's Office upon request. In the event of an injury or

illness compensable under the Michigan Worker's Compensation law, the affected and necessarily absent administrator may elect to be paid from the administrator's unused paid sick leave credits (to the extent that the same will support such payment) an amount sufficient to make up the difference between what the administrator received from the Worker's Compensation Commission and the administrator's regular salary during such necessary absence.

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

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

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

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

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

Section O: Family and Medical Leave Act

The parties will implement a letter of agreement outlining the use of federally mandated Family and Medical Leave Act.

Nothing in this agreement will limit the right of the contract.

Section P: Personal Leave

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

Section Q: Funeral Leave

A total of five (5) days of absence will be allowed for each death in the immediate family to enable the administrator to make arrangements for and attend the funeral when travel, distance or other circumstances warrant. Additional days of absence may be allowed but taken from sick leave and/or personal business leave. If there is no sick leave credit available, a salary deduction will be made on a prorated contractual daily salary basis. The immediate family is interpreted to

include spouse, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren. One day of absence per year will be allowed for the purpose of attending the funeral of a relative outside the immediate family. Additional days of absence will be allowed but taken from sick leave credit. If no sick leave is available, there will be a full day deduction for these days.

Section R: Encouragement and Support of Administrators

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

Section S:

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

Section T:

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

Section U

1. Lateral Transfers

When necessary, KPS may change an employee or groups of employees from one job to another within the same pay grade. This will happen when KPS deems this to be in the interest of efficiency and meeting objectives. When an administrator is transferred to a position of equal value or worth, the administrator will maintain his/her existing rate of pay.

When an administrator's position is reclassified to a lower grade because re-evaluation indicates reduced duties (e.g., staff reduction due to program cutback), no salary

reduction should immediately occur. If an administrator's salary is above the maximum of the new grade, the following guidelines should apply:

- (a) Grant no salary increments or general structure increases until the maximum for the new grade equals or exceeds the administrator's salary.

However

- (b) "Red Circle" the incumbent's salary for a maximum of two (2) years and, if the new structure does not catch up to them, reduce the incumbent's salary to the new grade maximum if it continues to exceed the new grade maximum.

2. Compensation Classification Study

In the event that a compensation/classification study is conducted by the District, the Union shall be provided the opportunity to have two (2) members participate on the study committee. Members shall be selected by the Union. Any administrative employee reclassified shall be placed on the step which most closely approximates their salary prior to reclassification, provided, however, that no administrator shall receive a decrease in salary due to the reclassification.

3. Reclassification Procedures

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

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

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

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

4. Job Re-Evaluation and Reclassification Salary Increases

Should an existing position be reclassified to a higher grade, a salary increase should be administered with the same guidelines as a promotion.

When an administrator's job is reclassified to a lower grade because a re-evaluation indicates reduced duties (e.g., due to a program cutback), no salary reduction occurs. If the administrator's salary is above the maximum of the new grade, the following guideline should apply:

- (a) Grant no salary increments or general structure increases until the maximum for the new grade equals or exceeds the administrator's salary.

Section V

Building principals of the schools commonly referred to as "Swan Schools" shall be elevated to Grade 6 at the time that the building becomes a full K-6 building.

ARTICLE XVI
REPRESENTATION

Section A

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

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

Section B

The local Union president and six (6) members shall comprise the Bargaining Team.

Section C

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

ARTICLE XVII
CONFORMITY TO LAW

Section A

In the event that any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect, and the parties shall meet for the purpose of rewriting the voided and any other directly affected provisions, within thirty (30) calendar days of the decision.

ARTICLE XVIII
TERMINATION

Section A

The effective date of this Agreement will be the 1st day of July, 2003, and shall remain in full force and effect until the 30th day of June, 2006, with a wage and fringe benefit re-opener the third year of the Agreement, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement of its intention to amend, modify, or terminate this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed
this 11th day of August, 2006

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA AND ITS TECHNICAL,
OFFICE AND PROFESSIONAL LOCAL
2150 (KALAMAZOO SCHOOL
ADMINISTRATIVE UNITS I AND II)

Negotiating Committee:

Donald Oetman
Donald Oetman, Director, Region I-D

William Webster
William Webster

Charmaine Johnson Echols
Charmaine (Johnson) Echols

Deborah A. Johnston
Deborah A. Johnston

Robert Kucera
Robert Kucera

Sandra Van Erkel
Sandra Van Erkel

Karon E. Yeager
Karon E. Yeager

SCHOOL DISTRICT OF THE
CITY OF KALAMAZOO,
COUNTY OF KALAMAZOO

Negotiating Committee:

Mary Weber
Mary Weber

John G. Manske
John G. Manske

APPENDIX A -- WAGE SCHEDULE

Attached to this Agreement are the wage schedules for bargaining unit employees for the 2003-2004 school year. Salary schedules will continue, however, salaries received will be 1.596% less because the Administrators are contributing that sum to benefit the District in its financial crisis.

During the course of bargaining for the 2001-2003 Collective Bargaining Agreement, the parties agreed to a schedule which will be utilized for establishing step increases in future years. (See attachment B.) In the spring of the year, the State of Michigan publishes a cost of living factor which is required to be published by the Headlee Amendment to the State Constitution. Upon publication, the District will create a new Exhibit B by multiplying every salary displayed on Exhibit B by such cost of living factor. After such adjustment, the District will determine appropriate step increases for the 2004-2005 school year in a manner identical to that utilized in 2002-2003 as demonstrated by Exhibit C. (See attached.)

Following the aforementioned step increase adjustments, a new salary schedule will be created for the 2004-2005 school year. The parties have agreed that said actual wages will be reduced by a factor of 1.596% for said school year.

2002/03 UAW Salary Schedule
For Determining 2003/04 Step Increases

<u>Grade</u>	<u>Bottom</u>	<u>First Quarter Max</u>	<u>Second Quarter Max</u>	<u>Third Quarter Max</u>	<u>Top</u>
Certified 10 Month					
Step Inc. %		4.50%	3.25%	1.75%	0.50%
6+20	\$ 71,215	\$ 74,775	\$ 78,335	\$ 81,895	\$ 85,455
5+20	\$ 66,817	\$ 69,851	\$ 72,885	\$ 75,918	\$ 78,952
4+20	\$ 63,303	\$ 66,336	\$ 69,369	\$ 72,402	\$ 75,435
7	\$ 68,769	\$ 72,008	\$ 75,247	\$ 78,485	\$ 81,724
6	\$ 64,770	\$ 68,008	\$ 71,246	\$ 74,484	\$ 77,722
5	\$ 60,770	\$ 63,529	\$ 66,288	\$ 69,047	\$ 71,806
4	\$ 57,574	\$ 60,333	\$ 63,091	\$ 65,850	\$ 68,609
3	\$ 54,375	\$ 57,133	\$ 59,892	\$ 62,650	\$ 65,409
2	\$ 51,976	\$ 54,255	\$ 56,534	\$ 58,814	\$ 61,093
1	\$ 49,578	\$ 51,856	\$ 54,134	\$ 56,412	\$ 58,690

Certified 12 Month					
Step Inc. %		4.50%	3.25%	1.75%	0.50%
7	\$ 80,904	\$ 84,706	\$ 88,509	\$ 92,312	\$ 96,114
6	\$ 76,199	\$ 80,002	\$ 83,805	\$ 87,608	\$ 91,411
5	\$ 71,498	\$ 74,752	\$ 78,006	\$ 81,260	\$ 84,514
4	\$ 67,735	\$ 70,988	\$ 74,242	\$ 77,495	\$ 80,748
3	\$ 63,972	\$ 67,226	\$ 70,480	\$ 73,734	\$ 76,988
2	\$ 61,148	\$ 63,813	\$ 66,479	\$ 69,145	\$ 71,810
1	\$ 58,328	\$ 60,993	\$ 63,658	\$ 66,323	\$ 68,988

Non-Certified 10 Month					
Step Inc. %		4.50%	3.25%	1.75%	0.50%
G+20	\$ 54,511	\$ 57,015	\$ 59,520	\$ 62,025	\$ 64,530
I	\$ 54,375	\$ 57,133	\$ 59,892	\$ 62,650	\$ 65,409
H	\$ 51,976	\$ 54,255	\$ 56,534	\$ 58,814	\$ 61,093
G	\$ 49,578	\$ 51,856	\$ 54,134	\$ 56,412	\$ 58,690
F	\$ 45,647	\$ 47,925	\$ 50,204	\$ 52,483	\$ 54,761
E	\$ 41,715	\$ 43,994	\$ 46,272	\$ 48,551	\$ 50,829
D	\$ 38,571	\$ 40,849	\$ 43,128	\$ 45,406	\$ 47,685
C	\$ 35,426	\$ 37,704	\$ 39,983	\$ 42,262	\$ 44,541
B	\$ 32,282	\$ 34,560	\$ 36,838	\$ 39,116	\$ 41,394
A	\$ 29,138	\$ 31,416	\$ 33,694	\$ 35,973	\$ 38,251

Non-Certified 12 Month					
Step Inc. %		4.50%	3.25%	1.75%	0.50%
J	\$ 67,728	\$ 70,983	\$ 74,238	\$ 77,493	\$ 80,748
I	\$ 63,973	\$ 67,227	\$ 70,481	\$ 73,734	\$ 76,988
H	\$ 61,148	\$ 63,813	\$ 66,479	\$ 69,145	\$ 71,810
G	\$ 58,328	\$ 60,993	\$ 63,658	\$ 66,323	\$ 68,988
F	\$ 53,702	\$ 56,383	\$ 59,064	\$ 61,746	\$ 64,427
E	\$ 49,079	\$ 51,760	\$ 54,441	\$ 57,121	\$ 59,802
D	\$ 45,378	\$ 48,059	\$ 50,740	\$ 53,421	\$ 56,102
C	\$ 41,679	\$ 44,359	\$ 47,040	\$ 49,720	\$ 52,400
B	\$ 37,978	\$ 40,659	\$ 43,340	\$ 46,021	\$ 48,702
A	\$ 34,278	\$ 36,959	\$ 39,641	\$ 42,322	\$ 45,004

**2003/04 UAW Salary Schedule
For Determining 2004/05 Step Increases**

<u>Grade</u>	<u>Bottom</u>	<u>First Quarter Max</u>	<u>Second Quarter Max</u>	<u>Third Quarter Max</u>	<u>Top</u>
Certified 10 Month					
Step Inc. %		4.50%	3.25%	1.75%	0.50%
6+20	\$ 72,853	\$ 76,495	\$ 80,137	\$ 83,778	\$ 87,420
5+20	\$ 68,354	\$ 71,458	\$ 74,561	\$ 77,664	\$ 80,768
4+20	\$ 64,758	\$ 67,861	\$ 70,964	\$ 74,067	\$ 77,170
7	\$ 70,351	\$ 73,664	\$ 76,977	\$ 80,290	\$ 83,603
6	\$ 66,260	\$ 69,572	\$ 72,885	\$ 76,197	\$ 79,509
5	\$ 62,168	\$ 64,990	\$ 67,813	\$ 70,635	\$ 73,458
4	\$ 58,898	\$ 61,720	\$ 64,542	\$ 67,365	\$ 70,187
3	\$ 55,625	\$ 58,447	\$ 61,269	\$ 64,091	\$ 66,913
2	\$ 53,172	\$ 55,503	\$ 57,835	\$ 60,166	\$ 62,498
1	\$ 50,718	\$ 53,049	\$ 55,379	\$ 57,710	\$ 60,040
Certified 12 Month					
Step Inc. %		4.50%	3.25%	1.75%	0.50%
7	\$ 82,764	\$ 86,655	\$ 90,545	\$ 94,435	\$ 98,325
6	\$ 77,952	\$ 81,842	\$ 85,733	\$ 89,623	\$ 93,513
5	\$ 73,142	\$ 76,471	\$ 79,800	\$ 83,129	\$ 86,458
4	\$ 69,293	\$ 72,621	\$ 75,949	\$ 79,277	\$ 82,606
3	\$ 65,444	\$ 68,772	\$ 72,101	\$ 75,430	\$ 78,758
2	\$ 62,554	\$ 65,281	\$ 68,008	\$ 70,735	\$ 73,462
1	\$ 59,670	\$ 62,396	\$ 65,122	\$ 67,848	\$ 70,574
Non-Certified 10 Month					
Step Inc. %		4.50%	3.25%	1.75%	0.50%
G+20	\$ 55,764	\$ 58,327	\$ 60,889	\$ 63,452	\$ 66,014
I	\$ 55,625	\$ 58,447	\$ 61,269	\$ 64,091	\$ 66,913
H	\$ 53,172	\$ 55,503	\$ 57,835	\$ 60,166	\$ 62,498
G	\$ 50,718	\$ 53,049	\$ 55,379	\$ 57,710	\$ 60,040
F	\$ 46,696	\$ 49,028	\$ 51,359	\$ 53,690	\$ 56,021
E	\$ 42,675	\$ 45,006	\$ 47,337	\$ 49,667	\$ 51,998
D	\$ 39,458	\$ 41,789	\$ 44,120	\$ 46,451	\$ 48,781
C	\$ 36,240	\$ 38,572	\$ 40,903	\$ 43,234	\$ 45,566
B	\$ 33,025	\$ 35,355	\$ 37,685	\$ 40,015	\$ 42,346
A	\$ 29,808	\$ 32,139	\$ 34,469	\$ 36,800	\$ 39,131
Non-Certified 12 Month					
Step Inc. %		4.50%	3.25%	1.75%	0.50%
J	\$ 69,286	\$ 72,616	\$ 75,946	\$ 79,276	\$ 82,606
I	\$ 65,445	\$ 68,773	\$ 72,102	\$ 75,430	\$ 78,758
H	\$ 62,554	\$ 65,281	\$ 68,008	\$ 70,735	\$ 73,462
G	\$ 59,670	\$ 62,396	\$ 65,122	\$ 67,848	\$ 70,574
F	\$ 54,937	\$ 57,680	\$ 60,423	\$ 63,166	\$ 65,909
E	\$ 50,208	\$ 52,950	\$ 55,693	\$ 58,435	\$ 61,177
D	\$ 46,421	\$ 49,164	\$ 51,907	\$ 54,650	\$ 57,392
C	\$ 42,638	\$ 45,380	\$ 48,122	\$ 50,864	\$ 53,606
B	\$ 38,852	\$ 41,594	\$ 44,337	\$ 47,079	\$ 49,822
A	\$ 35,066	\$ 37,809	\$ 40,553	\$ 43,296	\$ 46,039

Instructions for Using the UAW Salary Conversion Chart

Step 1: Record your salary for the previous year. _____

Step 2: Find the section of the conversion chart that applies to your category (Certified 10 Month, Certified 12 Month, Non-Certified 10 Month, or Non-Certified 12 Month).

Step 3: Find the line for your grade on the left-hand side of the chart.

Step 4: Follow across on that line and locate the area where your salary for last year falls on the chart. **NOTE: You will probably not find your exact salary for last year on the chart.**

Step 5: If your salary for last year falls anywhere between two of the columns on the chart, use the closest column on the right and note the percent multiplier at the top of the column (4.50%, 3.25%, 1.75%, or .50%).

Step 6: Multiply your salary for the previous year by the appropriate percent:

$$\begin{array}{r} \$ \underline{\hspace{2cm}} \times \underline{\hspace{2cm}} \% = \$ \underline{\hspace{2cm}} \\ \text{(Previous Year Salary)} \quad \text{(Percent Multiplier)} \quad \text{(Amount of Increase)} \end{array}$$

Step 7: Add the amount of increase to your previous year salary.

$$\begin{array}{r} \$ \underline{\hspace{2cm}} + \$ \underline{\hspace{2cm}} = \$ \underline{\hspace{2cm}} \\ \text{(Previous Year Salary)} \quad \text{(Amount of Increase)} \quad \text{(New Salary,} \\ \hspace{15em} \text{without Adjustment)} \end{array}$$

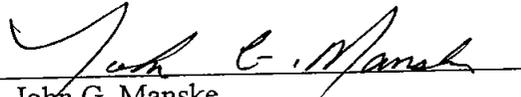
LETTER OF UNDERSTANDING

Administrators who are required to attend building conferences will be granted release time equivalent to that release time granted to classroom teachers.

UAW LOCAL 2150
UNITS I AND II

SCHOOL DISTRICT OF THE
CITY OF KALAMAZOO,
COUNTY OF KALAMAZOO

By: 
William Webster

By: 
John G. Manske

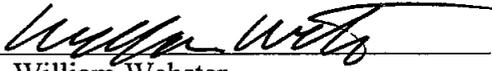
LETTER OF UNDERSTANDING

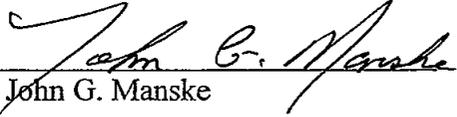
During negotiations for the 2003-2005 Collective Bargaining Agreement between UAW Local 2150 and the Kalamazoo Public Schools, the District's Administrators agreed to a reduction in salary as a result of the financial crisis facing the School District.

The District has agreed that the District's excluded Administrators will continue to make their current contributions toward the cost of their health care coverage in school year 2004-2005 or in the alternative said excluded Administrators shall be subject to a salary reduction equivalent to that which has been agreed to by the UAW.

UAW LOCAL 2150

KALAMAZOO PUBLIC SCHOOLS

By: 
William Webster

By: 
John G. Manske

LETTER OF UNDERSTANDING

During the course of negotiations for the 1996-97, 1997-98 Agreement between the School District of the City of Kalamazoo, County of Kalamazoo, and UAW Local 2150 (Units I and II) the parties discussed the issue commonly referred to as "leap frogging." During those discussions, it was recognized that the District has an obligation and right to attract and hire the most qualified individuals available for vacant administrative positions.

If the most qualified candidate is determined by the District to be an internal candidate, the District will utilize the historic conversion procedure. If the most qualified candidate is being hired from outside the School District, the District will first consider the following factors during its negotiations with the candidate in regard to placement on the relevant salary schedule:

1. Experience – school or related field.
2. Internal equity.
3. Qualifications/education background.

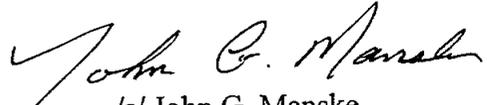
While the ultimate decision relative to placement on the salary schedule lies with the School District, the District will consider such mechanisms as moving expense allowance and signing bonus in its efforts to maintain internal equity.

Prior to finalizing negotiations with a successful external candidate, the District will inform the UAW president or his/her designee of the parameters of the offer being made and the factors being considered.

UAW LOCAL 2150
UNITS I AND II

SCHOOL DISTRICT OF THE
CITY OF KALAMAZOO,
COUNTY OF KALAMAZOO

By: 
/s/ William Webster

By: 
/s/ John G. Manske

LETTER OF AGREEMENT

NOW COMES the Kalamazoo Public Schools and the UAW, Local 2150, and in resolution of grievances 98-99 nos. 3, 4 and 5, the parties do hereby agree to resolve said grievances as follows:

1. When a bargaining unit member of the KEA is granted a leave of absence for the purpose of becoming an interim employee in a position represented by the UAW Local 2150, such individual shall be responsible to pay either UAW dues and/or a service fee to the UAW during such placement as an interim bargaining unit administrator.

2. Kalamazoo Public Schools will notify said "interim Administrator" as described herein that they must make arrangements for the above-described dues obligation within thirty (30) days of employment as in "interim administrator."

These grievances are being resolved without precedent.

KALAMAZOO PUBLIC SCHOOLS

UAW, LOCAL 2150

By: /s/ John G. Manske
John G. Manske

By: /s/ Merry J. Smith
Merry J. Smith

LETTER OF UNDERSTANDING

In the 2002-2003 school year, the District's professional development work was administered by a member of the UAW Local 2150. That position was eliminated when the incumbent in said position had to move out of the Kalamazoo area. The School District continues to recognize that this work "belongs" to UAW Local 2150.

At any time, if the Union requests that such work be assigned to a member of Local 2150, the District will meet with Union representatives for the purpose of developing a plan to transition said work back to one or more members of UAW Local 2150.

UAW LOCAL 2150

KALAMAZOO PUBLIC SCHOOLS

By:


William Webster

By:


John G. Manske

LETTER OF AGREEMENT

The UAW Local 2150 and the Kalamazoo Public Schools and said parties do agree to the following Letter of Agreement:

1. The School District has supplied certain members of the bargaining unit Nextel cell phones for the past several years. Effective March 1, 2004, bargaining unit members must pay one-half (1/2) of the monthly charge for the Nextel phone. Said sum will be payroll deducted.
2. The Administrator will reimburse the District for all personal calls made in excess of the calls included in the plan within two (2) weeks of receiving the bill from the Business Office.
3. If an Administrator decides that he or she will not make personal phone calls on said Nextel cell phone, then the District will continue to pay 100% of the cost of said phone. Said Administrator must agree that there will be no personal phone calls made on said phone except in cases of emergency. No Administrator will be discharged or demoted as the result of utilization of said cell phone for personal reasons. If personal calls are made, the Administrator will make arrangements to reimburse the District if any additional charges were incurred as the result of said call. If it is necessary for the District to recoup such charges from the Administrator, said Administrator will first receive written notice from the District.
4. If an Administrator decides that he/she does not want a District-supplied cell phone, he/she will be supplied a pager by the District. Such pager must be on during normal school hours.

UAW LOCAL 2150

KALAMAZOO PUBLIC SCHOOLS

By: 
William Webster

By: 
John G. Manske

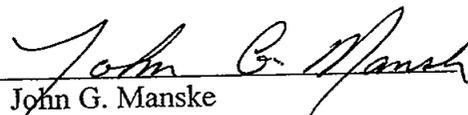
LETTER OF UNDERSTANDING

Ms. Christine Dahl is currently employed by the District as a Director in the EFE Program (Education for Employment.) It was agreed that at such time as Ms. Dahl leaves said position, the District will recognize the Director of EFE position as work that belongs to UAW Local 2150.

UAW LOCAL 2150

KALAMAZOO PUBLIC SCHOOLS

By: 
William Webster

By: 
John G. Manske

REQUEST FOR CONSULTATION WITH
UAW LOCAL 2150

1. Statement of Need for Consultation.

Once the Union or the Administration delivers the Statement of Need for Consultation, a consultation meeting shall be scheduled within ninety-six (96) hours unless both parties agree otherwise.

2. Once meeting has been conducted, the party responding to the call for said meeting shall respond in writing within ninety-six (96) hours.

3. When the consult was requested by the Administration, a summary of the Administration's reaction to the Union's input shall be delivered to the Union President within ninety-six (96) hours of the receipt of the response in No. 2.

This process does not preclude the Union's right to file a grievance under Article VI.

The resolution of UAW grievance 05-06-01 and other discussions regarding consultation, the parties have agreed to utilize the attached form for consultation between the UAW 2150 and the Kalamazoo Public Schools.

UAW 2150

KALAMAZOO PUBLIC SCHOOLS

By: Merry Smith
Merry Smith

By: John G. Manske
John G. Manske

**LETTER OF AGREEMENT
BETWEEN THE KALAMAZOO PUBLIC SCHOOLS
AND THE
LOCAL 2150 UAW ADMINISTRATORS (UAW)**

Re: District operating as the fiscal agent for one (1) year for the Reach and Teach Program

Because both the UAW and the District feel it is in the best interest to educate students in need (expelled, drop-out, chronically suspended and other) and an external-operated program is providing this service, the UAW will agree to allow this program to continue for one (1) year, without being staffed by members from UAW, while the District operates as its fiscal agent.

Should the District be the fiscal and/or program agent beyond 2005-2006, the District agrees to:

Post all positions for the Reach and Teach Program if it becomes a part of Kalamazoo Public Schools for the 2006-2007 school year by March 1, 2006, so that any and all UAW members interested in working under the description posted as an administrative position will be allowed to apply and be covered under the current Master Agreement. The administrator of such a program in 2006-2007 would be a member of Local 2150.

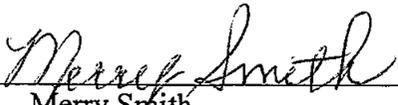
Prior to the posting or assignment of supervisory duties for the Reach and Teach or similar program, the District will consult with the UAW.

The UAW contract agreement for 2005-2006 will detail whether a salary incentive is bargained for its members. All students enrolled in the Reach and Teach program for 2005-2006 will be added to the blended enrollment count on September 28, 2005.

Nothing in this Agreement sets a precedent or establishes a practice.

UAW Local 2150

Kalamazoo Public Schools

By: 
Merry Smith

By: _____
John G. Manske

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