

4509

6/30/2000

CONTRACT AGREEMENT

BETWEEN

THE COMSTOCK PARK SCHOOL BOARD

AND

KENT COUNTY EDUCATION ASSOCIATION
MEA/NEA

(EDUCATIONAL SUPPORT PERSONNEL)

1999 - 2000

Comstock Park Public Schools

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Agreement	1
1	Recognition, Employees Covered	1
	A. Employees Covered	1
2	Aid to Other Unions	1
3	Union Security	1
	A. Membership Continuing	1
	B. Membership New	2
	C. Non-members	2
	D. Membership Conditions	2
	E. Indemnification Clause	2
	F. Released Time - Leave for Union Business	2
	1. Association Meetings	2
	2. Conferences, etc.	3
	G. Subcontracting	3
4	Union Dues and Representation Fee	3
	A. Union Dues	3
	B. Representation Fee	3
	C. When Deductions Begin	3
	D. Remittance of Dues Fees to Financial Officer	4
	E. Termination of Check-off	4
	F. New Positions	4
	G. Change of Status	4
5	Stewards and Alternate Stewards	4
	A. Number of Stewards	4
	B. Alternate Stewards	4
	C. Processing Grievances	4
	D. Union Activities	5
	E. Identification of Stewards	5
6	Special Conferences	5
	A. Scheduling	5
	B. Building Use	5

TABLE OF CONTENTS (continued)

<u>ARTICLE</u>		<u>PAGE</u>
7	Grievance Procedure	5
	A. Definitions	5
	B. Grievance Form (Appendix B)	6
	C. Procedure	6
	1. Level One	6
	2. Level Two	6
	3. Level Three	7
	4. Claims for Back Wages	8
8	Discharge and Discipline	8
	A. Written Documents and Meetings	8
	B. Discharge and Discipline	8
	C. Probationary Employee	8
	D. Discipline - Just Cause	8
	E. Use of Past Record	8
	F. Non-Discrimination	9
	G. Files	9
	H. Cameras on Buses	9
9	Probationary Period	9
10	Seniority	9
	A. Definition	9
	B. Probationary Employees	10
	C. Seniority Lists	10
	1. Classifications	10
	2. Posting	10
	D. Loss of Seniority	10
11	Shift Preference	11
	A. Request	11
	B. New Shift Times	11
	C. Layoff/Shift Changes	12
12	Mutual Consent	12
13	Layoff and Recall	12

TABLE OF CONTENTS (continued)

<u>ARTICLE</u>		<u>PAGE</u>
	A. Definition	12
	B. Seniority of Officers and Stewards	12
	C. Layoff Procedures	12
	1. Efforts to Avoid Layoffs	12
	2. Probationary Employees	12
	3. Non-probationary Employees	13
	4. Necessary Qualifications	13
	5. Special Conference	13
	6. Loss of Hours	13
	D. Probationary Employees	14
	E. Recall Procedure	14
	F. Seniority Application to Part-time Multiple Job Employees	14
14	Movement Out of Unit	14
15	Job Posting	15
	A. Announcement	15
	B. Assignment	15
	1. Requirements	15
	2. Trial Period and Notification of Applicants	15
	3. Limit on Applications	15
	C. Disagreement	16
	D. Rate of Pay	16
	E. Involuntary Transfer	16
16	Leaves Without Pay	16
	A. Leaves and Requirements	16
	1. Mandatory Leaves	16
	b. Child Care	16
	2. Permissive Leaves	17
	B. Application for Leave of Absence	17
	C. Fringe Benefits	17
	D. Returning from Leave	17
17	Leave with Pay	18

TABLE OF CONTENTS (continued)

<u>ARTICLE</u>		<u>PAGE</u>
	A. Sick Leave	18
	1. Use for Self	18
	2. Use of Family	18
	3. Proof of Illness	18
	4. Sick Leave Bank	18
	B. Personal Business	19
	C. Court Appearance	19
	D. Funeral Leave	20
	E. Severance/Retirement	20
18	Working Hours	21
	A. Employees Other Than Custodial/Maintenance and Bus Drivers	21
	B. Custodial and Maintenance	21
	1. Work Day/Week	21
	2. School Closings	21
	C. Bus Drivers	21
	1. Runs Defined	21
	2. Annual Posting of Runs	22
	3. Summer Runs	22
	4. Substitute Drivers	22
	5. Substitutes	22
	6. Bus Aides	22
	7. Down Time Assignments	23
	8. Gassing Buses	23
	9. Shuttle Runs	23
	D. Rest Periods	23
	E. Overtime	23
	F. School Closing	23
	1. Twelve Month Employees	23
	2. School Year Employees	24
	3. State Regulations	24
	G. Altered Work Year	24
	H. Half Days	24
	I. In-Service Training	24
	J. Four Day Work Week	25
19	Equalization of Overtime and Extra Duty Trips	25
	A. Rotation	25
	1. Equalization	25

TABLE OF CONTENTS (continued)

<u>ARTICLE</u>		<u>PAGE</u>
	2. Involuntary Overtime	25
	B. Bus Drivers	25
20	Time and One-Half	26
	1. Bus Driver Overtime	26
	2. Non-Student Attendance Periods	26
21	Holidays	26
	A. General Conditions	26
	1. Eligibility	26
	2. Proven Illness	27
	3. Leaves, etc.	27
	B. Holidays	27
22	Vacation	28
	A. General Conditions	28
	1. Earned Time	28
	2. Use	28
	3. No Waiver of Use	28
	4. Scheduling	28
	5. Illness During Vacations	28
	B. Eligibility for Vacation Pay	28
23	Union Bulletin Boards	29
24	Rates for New Jobs	30
25	Temporary Assignments	30
	A. Method of Assignment	30
	B. Other Temporary Positions	30
26	Jury Duty	30
27	Insurance and Other Benefits	30
	A. Medical Insurance	30
	Plan A	31
	Plan B	31
	B. Part-time Employees	31
	C. Option Group	32
	D. Payments	32
	E. Uniforms	33

TABLE OF CONTENTS (continued)

<u>ARTICLE</u>		<u>PAGE</u>
	1. Custodial/Maintenance	33
	2. Bus Drivers	33
	3. Food Service	34
	F. Substitute Driver License Reimbursement	34
28	Worker's Compensation	34
29	Computation of Benefits	34
30	Wages	34
31	Reimbursement	35
	A. Vehicle Usage	35
	B. Meals	35
	C. Tools	35
32	Students	36
33	General Provisions	36
	A. Physical Examinations	36
	B. Distribution of Agreements	36
	C. Michigan School Employees' Retirement System	37
	D. Work by Supervisors	37
	E. Transportation Lounge	37
	F. Work Outside Primary Classification	37
	G. Hepatitis B	37
34	Termination and Modification	37
	A. Amendments	37
	B. Supremacy	38
35	Strikes and Penalties	38
	A. No Strike	38
	B. Employee Penalty	38
	C. Union Penalty	38
	D. Lock Out	38
36	Board Rights	38
	A. Authority	38
	B. Management	38

TABLE OF CONTENTS (continued)

<u>ARTICLE</u>		<u>PAGE</u>
37	Duration of This Agreement	40
Appendix A	Wage Scale	41
	July 1, 1999 - June 30, 2000	41
	Letters of Understanding	42
Appendix B	Grievance Form	45

AGREEMENT

This Agreement entered into on this 1st day of July, 1999 between the Comstock Park School Board (hereinafter referred to as the "Board") and the KENT COUNTY EDUCATION ASSOCIATION/MEA/NEA (hereinafter referred to as the "union"). For purposes of this agreement, the Board shall be defined as including its administrators and supervisory agents.

ARTICLE 1 RECOGNITION, EMPLOYEES COVERED

A. EMPLOYEES COVERED

Pursuant to, and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, for the term of this agreement, of all building maintenance, custodial and grounds, educational assistants, secretarial, clerical and copy machine operators, food service and transportation employees (hereinafter referred to as "employee(s)", excluding Supervisory employees and all Central Office personnel. Substitute bus driver shall have no rights to move to another classification regardless of seniority. This shall apply to filling vacancies, bumping in layoff situations and recall.

ARTICLE 2 AID TO OTHER UNIONS

The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreements with any such group or organization for the purpose of undermining the Union.

ARTICLE 3 UNION SECURITY

A. MEMBERSHIP CONTINUING

Employees shall, after completion of their probationary period, tender the monthly dues by signing the dues deduction authorization form or by paying the same directly to the Union. The Union agrees to notify the Board on or before September 1 of each year the amount of the dues and the Board agrees to deduct the dues from those employees who have executed the authorization form in ten (10) equal installments. Such authorization shall continue in effect from year to year unless revoked in writing from August 1 to August 31.

B. MEMBERSHIP NEW

Employees covered by this agreement who voluntarily become members of the Union after the effective date of this agreement shall be required as a condition of continued employment to continue membership in the Union for the duration of this agreement. The District shall notify the Union treasurer of newly hired bargaining unit members within then (10) days of their first day of work.

C. NON-MEMBERS

Employees who are not members of the Union on the effective date of this agreement, or employees covered by this agreement thereafter, who do not become members within thirty (30) days after the effective date of this agreement, or within thirty (30) days after their employment, shall pay to the Union a sum equal to or less than membership dues as a charge for the representation as long as they remain a non-member. Such fees shall be determined by the Union.

D. MEMBERSHIP CONDITIONS

Employees shall be deemed to have met the conditions of the foregoing if they are not more than sixty (60) days in arrears in payment of dues or fees in accordance with paragraph A, B and C above.

E. INDEMNIFICATION CLAUSE

The Union agrees to indemnify the Board against any and all legal claims, demands, suits, or other forms of liability that arise out of action taken by the Board for the purpose of complying with the foregoing agency shop provision.

F. RELEASED TIME - LEAVE FOR UNION BUSINESS

1. Association Meetings

The Board may release employees working after 4 p.m. with pay to participate in local Union meetings not to exceed one (1) hour per year per affected employee. Time lost beyond the one (1) hour will be made up and paid when worked. Time made up will not result in payment of overtime if such time carries over into a subsequent work day. Notice of such meetings shall be provided to the Board not less than ten (10) working days before the meeting. At the beginning of each school year, the Association may schedule a meeting with bargaining unit members, not to exceed one and one half hours, which shall be paid by the Employer. Unless otherwise mutually agreed, this meeting shall be held on orientation day.

2. Conferences, etc.

Members of the Union will be allowed to attend area meetings, conventions or educational conferences held by the Union, up to a maximum of ten (10) working days (eighty hours). Time off to attend such conferences or conventions shall be with pay. Use of such leave is conditioned upon a minimum of five (5) working days notice, the availability of substitutes and payment of the substitutes, when used, by the Association.

G. SUBCONTRACTING

Should the Board make the decision to subcontract any support services, the Association shall be notified at least sixty (60) days prior to the implementation of such services. Should the law be amended to allow for the negotiations of subcontracting language, the parties shall immediately meet at the request of the other side to begin negotiations on successor language.

ARTICLE 4 UNION DUES AND REPRESENTATION FEE

A. UNION DUES

Employees shall after completion of their probationary period, tender the monthly dues by signing the dues deduction authorization form or by paying the same directly to the Union. The Union agrees to notify the Board on/or before September 1 of each year the amount of the dues and the Board agrees to deduct the dues from those employees who have executed the authorization form. Such authorization shall continue in effect from year to year unless revoked in writing from August 1 to August 31.

B. REPRESENTATION FEE

Any employee who is not a member of the Union shall as a condition of employment, pay a Representation Benefit Fee to the Union, provided however, that the employee may authorize payroll deduction for such fee in the same manner as provided for Union dues. The fee shall be determined by the Union.

C. WHEN DEDUCTIONS BEGIN

Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter following his/her probationary period. In the event that the amount of dues/representation fee exceeds the amount of the employee's pay on the first day of the month, there shall be no deduction of dues/representation fee and collection of such fee shall be the responsibility of the Association.

D. REMITTANCE OF DUES FEES TO FINANCIAL OFFICER

Deductions for any calendar month shall be remitted to the designated address of the treasurer of the local Union, with a list for whom dues have been deducted, as soon as possible after the first payday of each month.

E. TERMINATION OF CHECK-OFF

An employee shall cease to be subject to check-off of deductions beginning with the month immediately following the month in which he/she no longer is a member of the bargaining unit. The local Union will be notified by the Board of the names of such employees following the end of each month in which the termination took place.

F. NEW POSITIONS

Any new positions created during the life of this agreement will be added to the unit providing it is similar to any position heretofore recognized.

G. CHANGES OF STATUS

The Board will make available to the treasurer of the local Union the names and addresses of each employee separated from the payroll, hired, laid off, recalled, or placed on approved leave of absence, or a change of address within fifteen (15) days of such change occurs.

ARTICLE 5 STEWARDS AND ALTERNATE STEWARDS

A. NUMBER OF STEWARDS

Employees of the bargaining unit shall be represented by the President, President elect, Treasurer, Secretary, one steward in each building, one steward for the bus drivers and one steward for the night shift.

B. ALTERNATE STEWARDS

In the absence of the steward, the President may appoint an alternate steward to handle the complaint and/or grievance; or the President may process or investigate the grievance at his/her discretion by notifying the Board.

C. PROCESSING GRIEVANCES

The President or stewards, when processing or investigating a written grievance or a complaint with the Board during working hours shall suffer no loss in wages. Time

spent by the employee beyond regular working hours shall not mandate overtime payment.

D. UNION ACTIVITIES

No employee will engage in Union activities during working hours unless permitted within this agreement or by permission from his/her immediate Supervisor.

E. IDENTIFICATION OF STEWARDS

The President shall advise the Board in writing of the names of the stewards, President, President elect, Treasurer and Secretary within ten (10) days of their election to office.

ARTICLE 6 SPECIAL CONFERENCES

A. SCHEDULING

Special conferences will be scheduled during the school year between the Union officers and representatives of the Board, upon the request of either party. Arrangements for special conferences shall be made in advance, and the agenda of the matters to be taken up at the meeting shall be announced at the time the conference is requested. Conferences shall be held at a time mutually agreed upon (normally outside of working hours). Members of the Union shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by representatives of the Union and/or a representative of the Michigan Education Association.

B. BUILDING USE

The union representatives may meet at a place designated by the Board on the Board's property for at least one-half hour immediately preceding such conference.

ARTICLE 7 GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim by one (1) or more employees, or the Union, that there has been an alleged improper application or violation of this agreement.
2. An "aggrieved employee" is the employee (or employees) or the Union.

B. GRIEVANCE FORM (APPENDIX B.)

Any grievance presented in writing by the employee shall include the following:

1. What, when and where did it happen.
2. What article(s) and section(s) were allegedly improperly applied or violated.
3. Relief sought.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance shall be deemed settled on the basis of the disposition at the preceding level. In the event the written answer is not submitted in the time specified, the aggrieved may proceed to the next level. The time limits specified may, however be extended by mutual agreement in writing between the President and the Superintendent or their designee.

1. LEVEL ONE

- a. An employee may, within ten (10) working days of the occurrence of the event upon which the grievance is based, orally discuss this matter with his/her immediate supervisor with the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, he/she shall file the grievance in writing. The written grievance must be submitted to the employee's immediate supervisor within fifteen (15) working days of the occurrence of the grievance.
- b. Within ten (10) working days of the filing date, the immediate supervisor or representative will meet with the aggrieved and/or representative in an effort to resolve it. A written answer shall be given within five (5) working days after such meeting.

2. LEVEL TWO

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level One b., written notification shall within seven (7) working days thereafter be transmitted to the Superintendent or designee stating the reason to pursue the grievance to Level Two. At this level the grievance form or written notification must be co-signed by the aggrieved and the Union except as provided by Act 379.

- b. Within ten (10) working days of receipt of such grievance, the Superintendent/designee and the grievance committee of the Board will meet with the aggrieved and appropriate Union official to discuss the issues. The employee may be present and shall be present at the request of either the Superintendent or the Union. By mutual agreement, the grievance committee of the Board will not be required to attend these hearings and the meeting will be held only between the Association and the Administration. A written answer shall be given within ten (10) working days after receipt of such grievance.

3. LEVEL THREE

- a. If the decision at Level Two is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Union to the Superintendent within thirty (30) calendar days after receipt of the Level Two decision. If the Board and the Union cannot agree upon an arbitrator within ten (10) days from the date the Superintendent receives the written notice, the matter will be submitted to MERC for settlement under their rules of binding arbitration.
- b. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this agreement and to determine disputes involving the application or interpretation of the express provisions of this agreement. The arbitrator shall construe this agreement in a manner which does not interfere with the exercises of the Board's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.
- c. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this agreement and shall not substitute his/her judgement for that of the Board where the Board is given discretion by the terms of this agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws. The termination of probationary employees shall not be subject to arbitration.
- d. The fees and expenses of the arbitrator shall be paid by the losing party. If there is a split decision, the arbitrator shall decide the payment of his/her expenses. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- e. All arbitration hearings shall be held in the school district.

4. CLAIMS FOR BACK WAGES

All claims for back wages shall be limited to the amount of wages that the employee would have otherwise earned, less any compensation that he/she may have received from other employment during the period for which back pay is claimed. This provision shall not apply to part-time or supplemental employment held prior to the period for which back pay is claimed.

ARTICLE 8 DISCHARGE AND DISCIPLINE

A. WRITTEN DOCUMENTS AND MEETINGS

1. The Board agrees to notify within seven (7) calendar days the President of any disciplinary action taken toward any employee within the bargaining unit. The Board shall limit the notice to the Union to the name of the employee and the date of the disciplinary action.
2. The Board agrees to provide a facility in which an employee disciplined and/or discharged may meet with a steward before he/she is required to leave the premises unless the nature of the employee misconduct warrants immediate removal of the employee from the premises.

B. DISCHARGE AND DISCIPLINE

Should the discharged or disciplined employee consider the discharge or discipline to be improper, a grievance may be submitted by the employee in writing at Level 2 of Article 7 within five (5) working days following the action.

C. PROBATIONARY EMPLOYEE

Any employee working within a probationary period may be disciplined and/or discharged by the Board for any reason at any time.

D. DISCIPLINE - JUST CAUSE

The Superintendent or designee may discipline any other employee for failure to properly perform the duties of his/her assignment or position and/or misconduct constituting just cause leading up to and including discharge.

E. USE OF PAST RECORD

In imposing any discipline on a current charge the Board will not take into account any prior disciplinary action which occurred more than two (2) years previously except where the record would show a pattern of behavior causing the disciplinary action.

F. NON-DISCRIMINATION

No employee shall be discriminated against based on his/her age, race, national origin, color, sex, marital status, handicap, or religion by the Board. The parties recognize the protection provided here for a handicap is limited to a reasonable accommodation.

G. FILES

No materials of an evaluation nature shall be placed in an employee's file without his/her knowledge. The employee shall have the right to review his/her personnel file at reasonable times accompanied by a representative of the Union. The employee shall have the right to have a rebuttal statement attached to any evaluative materials being placed in his/her file.

H. CAMERAS ON BUSES

Cameras on buses shall not be used in the evaluation of drivers. Every effort will be made to inform a driver when a camera is put on his/her bus.

ARTICLE 9 PROBATIONARY PERIOD

The probationary period for each new employee shall be ninety (90) calendar days of employment for that employee except substitute bus drivers covered by this agreement shall serve a sixty (60) working day period.

ARTICLE 10 SENIORITY

A. DEFINITION

The word "seniority" means continuous service with the Board beginning with the first date the employee reports to work in any position represented by the Union. Seniority for substitute bus drivers shall be from the first date of actual work, except for those drivers who accreted to the Union on 7-1-91. In the event more than one employee has the same seniority date, a tie breaker shall be determined, using the last four digits of the employee's social security number, with the highest number ranked highest, effective July 1, 1992.

B. PROBATIONARY EMPLOYEES

1. There shall be no seniority among probationary employees.
2. When an employee finishes the probationary period, he/she will be granted full seniority as defined in Section A.

C. SENIORITY LISTS

1. Classifications

The seniority list for the bargaining unit will show the name, hire date, job title, and classification in which the employee works. The classifications will be as follows:

Mechanics
Maintenance
Custodial & Grounds
Food Service
Secretaries
Clerical
Educational Assistants (including copy machine operator)
Transportation

2. Posting

The Board will keep the seniority list up to date at all times and will post the seniority list once each October and provide the Union President with a copy at each time the lists are posted on the bulletin board and will notify the Union President in writing of any changes within the seniority list between dates of posting. The Association President will sign and date the seniority list when it is issued.

D. LOSS OF SENIORITY

Seniority shall be lost for any of the following reasons:

1. If the employee quits
2. If the employee retires
3. If the employee is discharged
4. If the employee is absent for three (3) consecutive working days without properly notifying the Supervisor, unless it was impossible for the employee to submit such notification.

5. If the employee does not return from leave of absence within three (3) working days after the leave expires without notifying the Supervisor unless it was impossible for the employee to submit such notification.
6. If the employee is laid off for more than twenty-four (24) months. The employee shall be responsible for keeping his/her address current with the Board. The Board's obligation is limited to sending the recall notice to the address on file.
7. If the employee does not return to work within ten (10) working days after the date of recall, extension of the 10 days will be subject to notification of the need for the extension within the ten (10) day period to the superintendent for approval.

ARTICLE 11 SHIFT PREFERENCE

A. REQUEST

1. Once in the life of each contract, on or before August 1, each employee may request a shift preference providing there is more than one (1) shift in the classification in which the employee works. Assignment to shift preference shall be in accordance with the provisions of Article 15 b.
2. An employee who has been unable to perform the duties of a particular position shall not be able to select that position again until such time as he/she has received additional training or the position has changed. The specific deficiencies and methods of improvement shall be provided to the employee.

B. NEW SHIFT TIMES

In the event a new shift is applied to a given position, the employee with the most seniority within the classification in which the shift is applied will be given preference. The employee desiring such shift shall notify the Board in writing of his/her preference within three (3) working days after being notified.

NOTE: A revision of working hours for an established shift shall not be considered a "new shift" provided the hour revision is not in excess of one and one-half (1-1/2) hours. Notice of change of hours as a regular assignment shall be given not less than seven (7) days prior to the change.

C. LAYOFFS/SHIFT CHANGES

In the event of a layoff, the person with the least seniority in the classification, regardless of shift, will be laid off first, providing there are remaining employees who are qualified to perform the remaining work. Shift changes will be made by seniority (i.e., least senior employee will be moved first).

ARTICLE 12 MUTUAL CONSENT

This agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this agreement.

ARTICLE 13 LAYOFF AND RECALL

A. DEFINITION

The definition of the word "layoff" means a reduction in the number of employees employed by the Board for any reason, with recall rights.

B. SENIORITY OF OFFICERS AND STEWARDS

The President, grievance chairperson, and each steward shall, in the event of a layoff, be continued at work as long as there is a position in his/her classification which he/she can satisfactorily perform.

C. LAYOFF PROCEDURES

If it becomes necessary for a layoff, the following procedure will be used:

1. Efforts to Avoid Layoffs

The Board may accept requests for voluntary layoffs, unpaid leaves and voluntary reductions in hours in the classifications being reduced.

2. Probationary Employees

When probationary employees are employed in those classifications where layoffs shall occur, they shall be the first to be laid off.

3. Non-probationary Employees

Non-probationary employees will be laid off according to inverse order of seniority, i.e., the employee with the least seniority within the classification being affected.

4. Necessary Qualifications

The layoff procedure is contingent upon remaining employees being minimally qualified or licensed (if required by code) to perform the work remaining. A person working in a classification shall be deemed minimally qualified in that classification for purposes of this provision only.

5. Special Conference

A layoff will not be effected without special conference held at least one (1) week prior to the effective date of layoff notice if the union is available to meet. Employees to be laid off will receive at least twenty-one (21) calendar days notice except in case of an employee work stoppage.

6. Loss of Hours

- a. In the event an employee is faced with the prospect of losing hours as compared to the previous year, the employee shall have the right to exercise seniority within the classification or any classification in which the employee has worked to attempt to receive a job with more hours. The employer will not reduce hours across more than 20% of the employees of a classification in lieu of layoff due to economic reasons.
- b. If the hours of an employee who works less than 12 months per year are reduced, resulting in a loss of benefits, and no comparable position exists within the same classification in which the hours were reduced, the employer shall offer the employee an existing bargaining unit position (if any) held by another less than 12 month employee with less seniority in the same or another classification, to restore the hours necessary to qualify for benefits with the least disruption possible. An employee whose hours are reduced will not be assigned a combined position with conflicting hours. The employee must be qualified for the position in which the additional hours will be assigned. If hours are later restored in the employee's prior

classification, the employee will be reassigned to that classification.

D. PROBATIONARY EMPLOYEES

The Board shall not be required to recall any probationary employee who was laid off.

E. RECALL PROCEDURE

1. Seniority

When the work force is increased following a layoff, employees laid off shall be recalled according to seniority, i.e., the most senior employee on layoff will be recalled first providing he/she meets the minimum qualifications for the position. An employee must have, or have had, seniority within a classification to be eligible to be recalled to it.

2. Notice

Notice of recall shall be sent to the employee at his last known address by registered mail or certified mail. If the employee fails to report for work within ten (10) working days from the date of the mailing or notice of recall, he/she shall be considered as a quit.

3. Rejecting Recall

Employees recalled to a position with lower pay and/or fewer hours may reject recall to that position and remain eligible for recall.

F. SENIORITY APPLICATION TO PART-TIME MULTIPLE JOB EMPLOYEES

Employees shall not apply district-wide seniority to more than one job classification at the same time. Employees will declare the classification in which they shall hold seniority upon entering the second classification. Seniority rights for purposes of layoff and/or recall shall not accrue for any job classification in which an employee did not hold seniority.

ARTICLE 14 MOVEMENT OUT OF UNIT

If an employee is promoted to a position under the employer not included in the unit, and is within twelve (12) months returned to a position within the unit, he/she shall retain but not accumulate seniority while working in the new position. Employees returning to the unit under the above circumstances shall retain all rights previously accrued for the purpose of any benefits provided for in this agreement.

ARTICLE 15 JOB POSTING

A. ANNOUNCEMENT

The Board shall notify the employees by posting with a copy to the Union President of the newly created or vacated positions to be filled within the bargaining unit. Vacancies known to be of one (1) week or longer shall be posted. A previously new position will be reposted if the hours increase beyond the initial posting and the increased hours qualify for additional benefits within one year of the initial posting. If the newly created or vacant position(s) occur during regularly scheduled vacation periods, a copy of the posting will be mailed to all employees who are not working. Receipt lateness or lack of receipt of mailed posting shall not be subject to the grievance procedure. Within five (5) working days after notice is given, any employee may notify the Superintendent or designee in writing that he/she is interested in applying for such position. The posting shall include job title, shift, general job description, hours per week, rate of pay, and minimum requirements for the position.

B. ASSIGNMENT

1. Requirements

The most senior applicant who meets the minimum requirements, including specific skills, experience, and over-all ability, shall be granted a four (4) week trial period. In filling custodial vacancies, seniority within the custodial classification shall be the first factor considered (i.e., no employee from another classification shall be considered unless no custodial employee has applied for the vacancy). Custodial seniority may not be used in filling vacancies outside the custodial classification unless no other bargaining unit member applies. Regardless of how a vacancy is filled, the employee will bring his/her full seniority into that classification.

2. Trial Period and Notification of Applicants

The trial period shall be used to determine the employee's desire to remain on the job or the Board's desire to have the employee continue the assignment. The Board shall, upon request, provide the Union President the name of the senior applicant and whether or not such applicant was awarded the position.

3. Limit on Applications

- a. An employee who has been unable to perform the duties of a particular position shall not be able to select that position again until such time as he/she has received additional training or the position has changed. The specific deficiencies and methods of improvement shall be provided to the employee.

- b. An employee granted a position under this article or electing to return to his/her former position under the terms of section B shall be prohibited from applying for the same position for a period of twelve (12) months from the effective date of assignment in the posted position. This prohibition shall not apply in instances where the position would constitute an increase in hourly pay rate or increase in hours for the affected employee.

C. DISAGREEMENT

In the event the senior applicant is denied the job or removed within the trial period, the reasons shall be given in writing to the employee with a copy to his/her steward. If the senior applicant disagrees with the reasons he/she may invoke the grievance procedure.

D. RATE OF PAY

During the trial period, the employee will receive the rate for classification of the position he/she is performing. If an employee moves to a classification with a higher maximum rate, the employee shall be placed on the lowest rate of pay for that classification which is higher than the rate of pay the employee was making prior to the move. If an employee moves to a classification with an equal or lower maximum rate, the employee shall be placed at the rate of pay which corresponds to the step on which the employee was on prior to the move.

E. INVOLUNTARY TRANSFER

Involuntary transfer may be made when deemed appropriate by administration. However, no employee shall be subject to arbitrary or capricious involuntary transfer.

ARTICLE 16 LEAVES WITHOUT PAY

A. LEAVES AND REQUIREMENTS

1. Mandatory Leaves

Leaves of absence for reasonable periods not to exceed two (2) years will be granted without loss of seniority for:

- a. Serving in any public or Union position.
- b. Child Care - Such leave may be extended for a reasonable period of time at the discretion of the Superintendent.

- c. Illness leave (physical or mental).
- d. Prolonged illness in the immediate family defined as spouse, child or parent.
- e. Peace Corps or Military Service (provided the employee is drafted).

2. Permissive Leaves

Leaves of absence for reasonable periods may be granted without loss of seniority for:

- a. The Board may grant an educational leave for each employee who successfully enrolls to attend school as a full-time student.
- b. Other leaves of absence without pay, may be granted by the Board upon written request by the employee. Denial of said leaves shall not be subject to the grievance procedure.
- c. Such leaves may be extended for good cause.

B. APPLICATION FOR LEAVE OF ABSENCE

An application requesting a leave of absence must be submitted to the Superintendent no later than three (3) weeks prior to the time the leave is to commence, provided, however, on proper cases, exceptions may be made by the administration. The request for the leave of absence and the anticipated length of time; and if requested, verification shall be submitted. The Superintendent may grant the leave of absence within one (1) week after receipt of the request for the leave as provided above. Any extensions for leaves of absence shall be handled the same as the request for the regular leave.

C. FRINGE BENEFITS

Benefits, including vacation, shall not accrue during leaves without pay which are in excess of five (5) working days per year. Cost of benefits may be assumed by the employee should they request such benefits to continue.

D. RETURNING FROM LEAVE

Employees returning from leave of absence of more than twenty (20) working days must submit indication of such intent to return in writing certifying his/her ability to return to work at least five (5) working days prior to the requested date of return. The employee shall be returned to his/her former position, provided the position is still in existence.

ARTICLE 17 LEAVE WITH PAY

A. SICK LEAVE

Each employee shall be granted one day (i.e., hourly equivalent) for sick leave for each month worked with not less than ten (10) nor more than twelve (12) days per year with a maximum accumulation of 1280 hours. One day of sick leave shall be computed as the number of hours an employee is normally scheduled to work per day during the period the day was earned. Sick leave shall be charged on an hourly basis and may be used for the following reasons:

1. Use For Self

Leave time may be used for absence from employment because of personal illness, injury or disability or for doctor's or dental appointments which cannot be scheduled after working hours.

2. Use For Family

Leave time may be used for illness or injury of a member of the immediate family. This leave may also be used for doctor's appointments for immediate family members which cannot be scheduled outside of working hours, provided the appointment is in conjunction with the above mentioned illness or injury.

3. Proof of Illness

If an employee is absent because of personal disability for more than three (3) consecutive work days, the Board may request proof of illness in the form of a physician's statement. If proof is not submitted by the employee within 3 days after the request is made, the Board will not be required to pay sick leave beyond three (3) days.

4. Sick Leave Bank

A bargaining unit member may donate his/her accumulated sick leave hours to the sick leave bank for use by a bargaining unit member who has exhausted his/her accumulated leave. Donations by employees shall be in accordance with the following:

- a) Voluntary donations of one (1) day (i.e., hourly equivalent) per year per employee into a sick leave bank.
- b) Maximum accumulation in the sick leave bank of 900 hours, upon which donations shall cease.

- c) To be eligible to receive donated hours, an employee must have gone five (5) working days beyond the date of exhaustion of their accumulated leave.
- d) A doctor's statement may be required to verify the illness and the need for the continued absence.
- e) A committee appointed by the Association, and one administrator, will review requests for hours from the sick leave bank, for approval.
- f) Failure of the committee to approve sick bank hours for any particular employee shall not be the basis of any grievance, nor shall such denial be the basis of any claim whatsoever against the Board.

If the sick leave bank drops to 480 hours or less, the employees may resume annual voluntary donations of one (1) day (i.e. hourly equivalent) per employee until the sick leave bank is restored to the maximum of 900 hours.

B. PERSONAL BUSINESS

Each employee is allowed three (3) days per year for personal business. These days shall be deducted from an employee's accumulated sick leave. The number of hours for each day of leave shall be computed as the number of hours an employee is normally scheduled to work per day during the month the personal business is taken. Such leave must be approved in advance by the supervisor. Request for personal leave must be in writing five (5) days in advance, except for emergencies allowed in advance by the Supervisor. Personal business leave may not be used to extend a vacation or holidays. Such leave must be used for business that can only be conducted during normal working hours and shall not be used for personal gain or recreation. Requests for personal business leave just prior to or following a holiday or vacation and requests for personal business leave for more than one working day in succession require approval by the supervisor with knowledge of the nature of the need for such leave and agreement with said need.

C. COURT APPEARANCE

Other leaves with pay, not deductible from sick leave, are absences for court appearances as a witness in any case connected with the employee's work or the school, or whenever an employee is subpoenaed to attend any case.

D. FUNERAL LEAVE

An employee shall be allowed five (5) working days per incident as funeral leave under the following conditions:

1. Said leave is not deducted from sick leave.
2. The leave is for a death in the immediate family.
3. The leave is necessary for attendance at the funeral, attending to estate problems or other related problems which require the employee's absence from the job.
4. The five (5) days may be extended without pay upon approval of the administration. Immediate family shall be defined as mother, father, wife or husband, son or daughter. Three (3) days per incident shall be granted for other family members, i.e., brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, or other members residing in the employee's household.

E. SEVERANCE/RETIREMENT

1. Retirement

Upon the retirement of an employee who has been employed at least ten (10) consecutive years for Comstock Park Public Schools, the employee shall be compensated for any unused accumulated sick leave at the following rate:

\$20.00 per day up to a maximum of 100 days (1/2 that amount for employees working less than 4 hours per day).

2. Upon leaving Comstock Park Schools for reasons other than retirement, employees who have been employed at least ten (10) consecutive years shall be compensated at the following rate:

\$10.00 per day up to a maximum of 100 days (1/2 that amount for employees working less than 4 hours per day).

ARTICLE 18 WORKING HOURS

A. EMPLOYEES OTHER THAN CUSTODIAL/MAINTENANCE AND BUS DRIVERS

The normal work day for employees shall consist of up to eight (8) hours per day as assigned by the administration with 30-60 minutes for lunch not included in the designated work period. The regular work week shall normally consist of Monday through Friday, as assigned by the administration. Exceptions may be made by the Administration as deemed desirable.

The following employees will adhere to the above schedule:

- | | |
|----------------|---------------------------|
| 1. Secretaries | 3. Educational Assistants |
| 2. Cooks | 4. Clerical |

B. CUSTODIAL AND MAINTENANCE

1. Work Day/Week

The normal work day for custodians and maintenance employees shall be eight (8) hours per day, with 30 minutes off for lunch not included in the eight (8) hours. The regular work week shall consist of forty (40) hours per week, Monday through Friday, unless normally scheduled otherwise.

2. School Closings

Employees shall not be required to determine the need for snow plowing or school closing. The employee shall receive shift premium, if applicable, for plowing and may work regular hours in addition to plowing time.

C. BUS DRIVERS

1. Runs Defined

Bus drivers shall work on a per run basis. The regular runs shall be morning before school begins, at noon when kindergarten, skill center and special education is released, or additional runs caused by early dismissal, and the afternoon when classes are dismissed. Morning, noon and afternoon runs shall have a two (2) hour minimum for regular drivers and regularly scheduled substitute bus drivers. All other trips will be classified as extra duty trips with the exception of the runs between regular runs to transport students to another site within the Comstock Park School District or within five (5) miles (one way) from the transportation lot.

2. Annual Posting of Runs

The employer shall post all runs at least one (1) week prior to the start of school each year whenever possible, setting forth the route as listed and the approximate length of time. Bus drivers and regularly scheduled substitute bus drivers shall be invited to apply for them on a seniority basis. The Administration shall determine qualifications for each situation.

3. Summer Runs

Summer special education and skill center runs shall be offered to drivers on a biweekly rotating basis. Drivers who rotate on summer special education runs will be allowed to use their sick leave days provided they can provide the district with medical verification of the need for the leave, if requested. Bereavement days may also be used by these drivers. Drivers will sign up for summer special education and skill center runs prior to the last full week of school. Drivers who are called to substitute on such runs and who are not at home, or there is no answer, will be bypassed for that run. The time of the call will be recorded.

4. Substitute Drivers

Regularly scheduled substitute bus drivers will be assigned on a rotating basis. If the substitute bus driver does not answer when called, the date and time of the call will be recorded and the substitute caller will continue down the rotation list. Unless excused by administration, if a substitute driver refuses a substitute assignment on three (3) successive occasions, the substitute will lose all seniority and be placed at the bottom of the substitute seniority list. In the event the assignment is refused by all substitutes on the rotation list, the least senior substitute employee shall be required to work. Habitual refusal of opportunities to substitute shall be just cause to remove the substitute driver's name from the substitute list.

5. Substitutes

The Board may assign substitutes as necessary to meet the needs of the District, provided they are not driving a posted run that the driver has bid on.

6. Bus Aides

Summer work for special education bus aides shall be assigned on a seniority basis with the person who is awarded the position assigned to it for the entire summer. Aides assigned to such runs shall not be on a rotating basis but shall work the entire period.

7. Down Time Assignments

The Employer may assign drivers work within the transportation department during down time for which they are being paid. Employees must stay on school premises during paid down time.

8. Gassing Buses

If buses are available during down time, they will be gassed during this time.

9. Shuttle Runs

Any additional work which occurs within 15 minutes of a drivers regular run and involves the transportation of students within the school district shall be considered a shuttle run. Any driver assigned to a shuttle shall be paid for one (1) hour or the length of the shuttle, whichever is longer, at the regular run rate.

D. REST PERIODS

All employees working shifts consisting of six (6) hours or more will be assigned a rest period of fifteen (15) minutes at or near the midpoint of the first half and the second half of their shift. All employees working shifts consisting of three (3) or more hours but less than six (6) hours will be assigned one rest period of fifteen minutes at or near the midpoint of their shift. Rest periods shall not be taken at the end of a shift or other times unless agreed to by the employee and the supervisor.

E. OVERTIME

An employee reporting for work not in conjunction with his/her regular work shift shall be guaranteed two (2) hours work or two (2) hours pay at the rate of time and one half. This provision does not apply to previously scheduled and assigned extra trips or scheduled in-service. The employee's shift will not be altered to avoid overtime without the consent of the employee.

F. SCHOOL CLOSING

The following procedures will be utilized in the event of school closings:

1. Twelve Month Employees:

If schools are closed by action of the Employer for any reason, employees shall make every effort to report to work. Employees failing to report for work, except for impassable highways, personal illness or jury duty, shall make up the time not worked at their regular rates of pay, or salary may be deducted. First shift employees who report to work shall receive

compensatory time for all hours actually worked at the rate of one hour of compensatory time for each hour worked. Compensatory time shall only be given for those days which the state does not require to be made up.

2. School Year Employees:

In the event the employer is required to make up a canceled day of student instruction in order to receive full state aid payments, school year employees will not receive pay for the canceled instructional day but will be rescheduled and paid on the scheduled make-up day.

In the event the employer is not required to make up a canceled day of student instruction in order to receive full state aid payments, school year employees will not be required to report to work and will be paid for the canceled instruction day.

3. State Regulations

If the rules or regulations of the department of education or the law changes regarding the issue of the make-up of lost student instructional days, Section G will be subject to renegotiation at the request of either party.

G. ALTERED WORK YEAR

A school year employee may be scheduled off during the school year and work a corresponding number of days after the end of the school year, at the discretion of the superintendent or the superintendent's designee and the employee.

H. HALF DAYS

When required to work, employees working a reduced scheduled because of one-half student attendance days, shall receive not less than two hours pay or their normally scheduled day if it is less than two hours. On student half (1/2) days, cooks who would otherwise not be scheduled to work, will be assigned work and paid for two hours or more as determined by their supervisor(s).

I. IN-SERVICE TRAINING

The CPESPA and Administration shall form a joint committee to assess training needs for support staff. The committee shall meet twice per year (e.g. October and February) and shall issue its recommendation to the Board and CPESPA.

J. FOUR DAY WORK WEEK

1. Maintenance employees may elect the four (4) day week with staggered schedules to provide coverage Monday through Friday.
2. Mechanic employees may elect the four (4) day week.
3. Custodial staff electing the four (4) day week shall be staggered to provide maximum coverage.
4. The four (4) day/40 hour week will begin following the second week after the end of school in June and shall end two weeks prior to the start of school.
5. Fourth of July is an eight hour holiday. Hours of work to reach 40 hours that week shall be worked out by the parties.

ARTICLE 19 EQUALIZATION OF OVERTIME AND EXTRA DUTY TRIPS

A. ROTATION

1. Equalization

Overtime will be equalized on a rotating schedule among the qualified employees within each classification, and within each building, beginning July 1 of each year, except that additional hours and/or overtime work which is position specific shall be assigned first to the employee who normally does the work (e.g., extra hours performing secretarial duties for the high school principal would be assigned first to the high school principal's secretary). An employee refusing overtime will be placed at the bottom of the list.

2. Involuntary Overtime

In the event overtime is refused by all members on the rotation list, the least senior employee who is qualified in the classification shall be required to work, unless a substitute or temporary worker is employed by the administration for this purpose.

B. BUS DRIVERS

Normally, all extra duty trips for bus drivers shall be posted five (5) working days in advance for the following work week (Monday through Sunday). All interested drivers shall have 24 hours notice, (provided the employer has 24 hours notice) to sign their names for the extra trip(s). Extra duty trip assignments shall be made on a rotation system initiated by seniority and are not to be in conflict with a driver's regular run(s), unless approved by the administration. A second rotation system shall be maintained for substitute drivers for those extra trips which regular drivers are not available to take, If a driver, when his/her turn is available, fails to accept an

extra duty trip(s) he/she shall automatically be eliminated from their turn. In the event there are insufficient volunteers for day-time extra trips, the Board may assign a driver to take the trip, by inverse seniority, provided the assigned driver has no other conflicting employment. When it becomes necessary to assign a driver an extra duty trip in lieu of his/her regular run, volunteers will be sought. If no one volunteers, the extra duty trip shall be assigned to the least senior driver.

ARTICLE 20 TIME AND ONE-HALF

Time and one-half will be paid as follows:

- A. For all hours over 40 in any one week or 8 hours in one day except:
 - 1. Bus Driver Overtime If an employee's work day exceeds 8 hours as a result of an extra duty trip, the employee shall be exempt from receiving overtime premium for those hours in excess of 8 hours per day. However, in the event their weekly hours exceed forty in any calendar week, they shall be entitled to time and one-half for all hours over forty.
 - 2. Non-student Attendance Periods The eight hour per day limit may be waived by mutual agreement between the Union and the Employer to provide for a forty hour week with daily hours in excess of eight to a maximum of ten hours per day during periods that students are not in attendance.
- B. For all hours worked on holidays that are defined in this agreement, in addition to holiday pay.

ARTICLE 21 HOLIDAYS

A. GENERAL CONDITIONS

1. Eligibility

To be eligible for the holiday pay, an employee must have worked his/her last scheduled day prior to the holiday, and his/her first scheduled day after the holiday, unless the absence was approved in advance by the supervisor.

2. Proven Illness

In the event an employee is unable to work the day before and/or the day after the holiday because of a proven personal illness or injury, item 1. above shall not apply.

3. Leaves, etc.

An employee who is on an official leave of absence without pay, on a medical leave or a worker's compensation leave, is not eligible for holiday pay.

B. HOLIDAYS

Employees will receive the following holidays off work with pay, provided the holiday falls within the employee's work year. A substitute driver will receive holiday pay only if the substitute is working a continuous assignment for an absent driver, which includes the work day before and the work day after the holiday.

- a. Fourth of July
- b. Labor Day
- c. Thanksgiving Day
- d. Friday after Thanksgiving Day
- e. Day before Christmas (last scheduled work day)
- f. Christmas Day
- g. Day before New Year's Day (last scheduled work day)
- h. New Year's Day
- i. Good Friday
- j. Memorial Day

- C. Any employee required to work on Easter Sunday shall be paid double time for all hours worked.

ARTICLE 22 VACATION

A. GENERAL CONDITIONS

1. Earned Time

Vacation time is earned and computed on an hourly basis on a fiscal year basis (June 30 of each year).

2. Use

Vacation earned during any given fiscal year must be taken during and before the end of the following fiscal year.

3. No Waiver of Use

A vacation may not be waived by an employee and extra pay will not be paid for work during that period.

4. Scheduling

Arrangements for vacation must be made in advance with and approved by the employee's supervisor. If more employees request a certain vacation period than can be spared at that time, preference of time shall be given to the employee with the longest period of service in the school district, providing such request was made at least forty-five (45) days in advance. Requests made with less than forty-five (45) days notice may be granted on a first-come, first-served basis, if the employee can be spared.

5. Illness During Vacations

If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, the remainder of his/her vacation will be rescheduled.

B. ELIGIBILITY FOR VACATION PAY

Each employee will earn vacation in accordance with the following schedule:

1. An employee with less than five (5) years of continuous service (See A. 1. above) shall earn 5/6 of a work day of vacation for each calendar month of service to a maximum of ten working days per year.
2. An employee with five (5) years or more of continuous service (See A. 1. above) shall earn fifteen (15) days of vacation per year.

3. a.) A less than 52 week employee with more than fifteen (15) years of continuous service shall earn an additional day of vacation for each additional year worked to a maximum of twenty (20) days.

<u>YEARS OF SERVICE</u>	<u>DAYS OF VACATION</u>
16	16
17	17
18	18
19	19
20	20

- b.) A 52 week employee with ten (10) years of continuous service shall earn an additional day of vacation for each additional year worked to a maximum of twenty- five (25) days.

<u>YEARS OF SERVICE</u>	<u>DAYS OF VACATION</u>
10	16
11	17
12	18
13	19
14	20
15	21
16	22
17	23
18	24
19	25

ARTICLE 23 UNION BULLETIN BOARDS

The Board will provide space in each building which may be used by the Union for posting notices of the following types:

1. Notices recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

ARTICLE 24 RATES FOR NEW JOBS

When a new job is placed in the unit and cannot be properly placed in an existing classification, the Board will establish a classification and rate schedule. In the event the Union does not agree that the rate schedule is satisfactory, it shall be subject to negotiations.

ARTICLE 25 TEMPORARY ASSIGNMENTS

A. METHOD OF ASSIGNMENT

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be made by the administration to meet the temporary needs. Choice of employee to fill the temporary assignment will be based on qualification, experience, availability and other criteria as determined by the Board. Temporary assignments will not normally be made to fill vacancies (except during the time such position is posted) resulting from an employee who has quit or been terminated. Such position to be filled will be posted as a vacancy. When filling health care aide positions that had previously been temporary positions, the minimum qualifications will not include experience gained as a temporary employee, nor will such experience be allowed to be used as an advantage over a more seasoned applicant.

B. OTHER TEMPORARY POSITIONS

From time to time, the board finds it necessary to hire seasonal employees and others for specific projects. Regular employees may apply and be considered for such jobs that they are qualified and available for. Such jobs will be posted and shall include an estimated duration of assignment.

ARTICLE 26 JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

ARTICLE 27 INSURANCE AND OTHER BENEFITS

A. MEDICAL INSURANCE

For each full-time employee (six hours or more per day) who requests it, the Board of Education will pay the full cost of either Plan A or Plan B as described below at the

lowest carrier rate available to MESSA. Each employee must select his/her insurance coverage based on coordination (need and family status) of benefits.

PLAN A:

Super Care 1 Long Term Disability	66 2/3%	\$3,000 maximum \$4,500 maximum eligible monthly salary 120 calendar days - modified fill Freeze on offsets Alcoholism/drug addiction 2 year Mental/nervous 2 year
Delta Dental	90/90/75, \$2,000/\$2,000/\$2,500	
Negotiated Life	\$50,000 AD&D	
Vision	VSP-3	

PLAN B:

Long Term Disability	66 2/3%	\$3,000 maximum \$4,500 maximum 120 calendar days - modified fill Freeze on offsets Alcoholism/drug addition 2 year Mental/nervous 2 year
Delta Dental	90/90/75, \$2,000/\$2,000/\$2,500	
Negotiated Life	\$50,000 AD&D	
Dependent Life	\$25,000/\$12,500	
Vision	VSP-3	

B. PART-TIME EMPLOYEES

1. Each employee working four (4) hours or more but less than five (5) hours per day and who selects Pak A above, shall pay one-half the premium, and the Board shall pay one-half the premium.
2. Each employee working five (5) hours or more but less than six (6) hours per day and who selects Pak A above, shall pay one-quarter of the premium, and the Board shall pay three-quarters of the premium.
3. Each employee who works four (4) hours or more who elects Pak B shall received said coverage at the expense of the Board.

4. The Board shall pay the premium for a \$5000 life insurance policy for employees working less than four (4) hours per day.

C. OPTION GROUP

1. The Comstock Park Board of Education will contribute \$100.00 per month toward the purchase of approved options for each employee working thirty (30) hours per week and not electing health insurance (A. above).
2. The Comstock Park Board of Education will contribute \$75.00 per month toward the purchase of approved options for each employee working five (5) hours or more but less than six (6) hours per day and not electing health insurance (A. above).
3. The Comstock Park Board of Education will contribute \$50.00 per month toward the purchase of approved options for each employee working twenty (20) hours per week, but less than twenty-five (25) hours per week, and not electing health insurance (A. above).
4. Approved options include MESSA nontaxable fixed options, the remainder toward the MESSA nontaxable variable options or annuities. Employees eligible for options shall meet as soon as possible prior to the coverage. This language offers the widest possible offerings under the MESSA options programs.

D. PAYMENTS

Payments for such insurance shall begin, in the case of new employees, at the beginning of the insurance month immediately following the time they begin their duties, or as soon as the group accepts the enrollee. Restrictions to the Board's obligation for medical care insurance are defined as:

1. The employee shall notify the employer when their dependents are covered by more than one carrier.
2. A single person (defined as an employee who receives coverage for himself or herself only) who qualifies for individual membership under group provisions.
3. The insurance benefits provided in this Article shall begin when the employee has properly completed the necessary forms and actually begins employment. Such insurance shall terminate when the employee's employment is terminated or when the employee is on a leave of absence without pay. The employee shall have the option, subject to Article 27, D.4. of continuing his/her coverage by assuming

payments when payments provided by the Board under terms of this Master Agreement expire.

4. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters.
5. The Board's responsibilities shall not extend to the provision of benefits unless it has failed in meeting its responsibilities which shall be limited to:
 - a. timely paying of all premiums;
 - b. complying with all requirements of the carrier and/or underwriter;
 - c. securing business coverage no less than that which is outlined in the certificate of insurance on file in the business or administrative office.
6. Disputes between beneficiaries or employees and any insurance company shall not be subject to the Grievance Procedure established herein.

E. UNIFORMS

1. Custodial/Maintenance

Each September, or within the probationary period for new employees, the Board will provide three (3) changes of uniforms for all custodial employees and four (4) changes of uniforms for all maintenance employees. The care and cleaning of these uniforms is the responsibility of the employee. All uniforms are the property of the district and will be returned when requested by the administration.

2. Bus Drivers

Bus drivers shall be provided winter jackets of a good quality once every three years. Regularly scheduled substitute drivers will become eligible for a jacket at the beginning of the school year following the school year in which the substitute driver completes their probationary period, provided the substitute will continue to be available for work. Drivers shall be involved in the selection of jackets. The selection will be made by October 1 of the year in which jackets are to be replaced.

3. Food Service

Food service employees shall be provided \$70.00 per year toward the purchase of shoes and uniforms or aprons during the month of September.

F. SUBSTITUTE DRIVER LICENSE REIMBURSEMENT

Regularly scheduled substitute bus drivers will be reimbursed for the cost of required CDL driver's license following a minimum of six (6) months of continuous satisfactory employment.

ARTICLE 28 WORKER'S COMPENSATION

Each employee will be covered by the applicable Worker's Compensation laws and the Board further agrees that an employee being eligible for Worker's Compensation will receive, in addition to Worker's Compensation income, an amount sufficient to make up the difference between Worker's Compensation and his/her regular weekly income, such amount may be deducted from the employee's accumulated sick leave on a pro rata basis. No vacation pay, holiday pay, or additional sick leave will accumulate as a result of this provision. However, seniority shall continue to accrue. An employee may choose not to use sick leave while collecting worker's compensation and will continue to receive benefits for a period up to the length of his/her accumulated leave (1/3 day per day on worker's compensation). Upon exhaustion of accumulated sick leave, the employee shall be entitled to only worker's compensation benefits.

ARTICLE 29 COMPUTATION OF BENEFITS

Unless otherwise expressly stated in this agreement, all hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this agreement. Part-time employees shall receive the following benefits on a pro rata basis in accordance with the number of hours they work per day and per week and shall be computed on the basis of the regular full-time employee on eight (8) hours per day for vacation and holidays.

ARTICLE 30 WAGES

The wages shown in Appendix A are made part of this agreement.

ARTICLE 31 REIMBURSEMENT

A. VEHICLE USAGE

Each employee who agrees to use his/her own vehicle for official school business at the request of the supervisor shall be reimbursed at the IRS rate for each mile driven while conducting such official school business. The employee shall submit a request for reimbursement to his/her supervisor not later than 30 days after the date on which the expense was incurred.

B. MEALS

Each employee who is away from the school building during a normal meal period, while performing his/her assigned duties, has the option of procuring a meal at school district expense. Request for reimbursement shall be submitted to the supervisor not later than 30 days after the date on which the expense was incurred. The amount of reimbursement shall not exceed \$5.00 for BREAKFAST OR lunch, \$7.00 for dinner. Drivers who leave an event for a meal break may not be gone for more than one (1) hour. For drivers, the normal meal time shall be as follows:

Breakfast:	Any trip leaving before 8:30 a.m.
Lunch:	Any trip which encompasses the hours from 11:00 a.m. to 1:00 p.m.
Dinner:	Any trip which encompasses the hours from 4:00 p.m. to 6:00 p.m.

C. TOOLS

1. Upon presentation of an itemized receipt(s), building maintenance personnel will be reimbursed up to \$300.00 per year for tool allowance. The employee shall provide his/her own hand tools and small power tools while performing his/her assigned functions.
2. The following guidelines are established for the repair or replacement of "consumable items" for maintenance personnel. The guidelines apply to those articles used in performing maintenance tasks that are a part of, or an attachment to, a tool and are a part or attachment that is consumed or rendered ineffective through its use.
3. The following items would be considered consumable. This listing is for the purpose of example only, and is not to be considered complete:

drill bits
sandpaper

router bits
saw blades

4. The following items would be considered nonconsumable items. This listing is for the purpose of example only, and is not to be considered complete:

sockets screwdrivers router guides

5. Since it is a requirement that maintenance employees provide their own tools, it is expected that all such items as described above will initially be purchased by the employee. Consumable items will thereafter be replaced by the district on a direct exchange basis (i.e., new item or authorization to purchase a new item, will be issued when the broken or worn item is returned.)
6. Items purchased without proper authorization will be deducted from the employee's tool allowance.
7. If an item not originally owned by the employee, that would have a specialized use, is necessary to perform an assigned task, it may be purchased only with proper authorization and will remain in the possession of the district.

ARTICLE 32 STUDENTS

Students shall not be covered by this agreement, they shall not cause the elimination or reduction of hours of regularly scheduled employees, and the number of these shall not exceed 6 at any one time and they shall not work more than 3 hours per day, 15 hours per week except during time of the year when school is not in session. Rates paid to students shall not exceed those paid to employees covered by this agreement. Students, in this section, shall refer only to students of Comstock Park Public Schools.

ARTICLE 33 GENERAL PROVISIONS

A. PHYSICAL EXAMINATIONS

The Board reserves the right to require that an employee submit to a physical and/or psychological examination by qualified person(s), in which case the Board is entitled to all relevant information. If such person declares an employee is unable to fulfill his/her assigned obligations, the employee may request another examination to be performed by some other qualified person designated by the Board. The Board shall bear the full cost of required examinations.

B. DISTRIBUTION OF AGREEMENTS

The Board agrees to print and distribute copies of the agreement, and to provide each new employee with a copy when entering the employ. Fifteen additional copies shall be provided to the Union.

C. MICHIGAN SCHOOL EMPLOYEES' RETIREMENT SYSTEM

The employer agrees that all eligible employees shall be covered by the Michigan School Employees' Retirement System. The employer further agrees to continue to pay the legally mandated amount for those employees qualifying for this benefit.

D. WORK BY SUPERVISORS

Supervisory employees shall not replace bargaining unit positions through performing bargaining unit work on a regular basis. Performance of such work is not intended to replace or delete bargaining unit positions.

E. TRANSPORTATION LOUNGE

Cleaning of the transportation lounge shall be handled by the drivers as a group with the exception of the restroom and vacuuming which shall be handled by the custodial staff on a weekly basis.

F. WORK OUTSIDE PRIMARY CLASSIFICATION

The Association and the Board agree that employees who are allowed to take a part-time assignment outside of their primary classification must report for that assignment as if it were their primary assignment. Therefore, the parties agree that joint Association/Board meetings will be held to deal with cases of suspected abuse.

G. HEPATITIS B

The Employer agrees to provide each employee with a packet of information regarding Hepatitis B. Specifically, this packet will include a list of all medical facilities that an employee must use along with their address and telephone number.

ARTICLE 34 TERMINATION AND MODIFICATION

This agreement shall continue in full force and effect until 12:00 p.m., June 30, 1999.

A. Amendments

Any amendments that may be agreed upon shall become and be a part of this agreement without modifying or changing any of the other terms of this agreement.

B. Supremacy

This agreement supersedes and cancels all previous agreements, verbal or written preceding the ratification date of this agreement, between the employer and the union and constitutes the entire agreement between the parties.

ARTICLE 35 STRIKES AND PENALTIES

A. NO STRIKE

The Union nor any person acting in its behalf nor any individual employee will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her work position, or stoppage of work or abstinence, in whole or in part from the full faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.

B. EMPLOYEE PENALTY

Willful violation of this Agreement and/or article by any employee or group of employees will constitute just cause for discharge and/or the imposition of discipline or penalties.

C. UNION PENALTY

In the event of a violation of this article by the Union, the Board shall have the right to seek injunctive relief and damages against the union.

D. LOCK OUT

The Board agrees that during the life of this agreement there shall be no lock out of employees.

ARTICLE 36 BOARD RIGHTS

A. AUTHORITY

The Union recognizes that the Board, on its 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 School Code and the Constitution of the State of Michigan and of the United States.

B. MANAGEMENT

Except as expressly abridged or modified by this agreement or by Act 379, the powers, rights, authorities, duties and responsibilities shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the schools' business, the equipment, and the operations and to direct the working forces and affairs of the Board.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees for just cause, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees so long as such action does not conflict with layoff and recall provisions of this agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance, or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this agreement.
11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

ARTICLE 37 DURATION OF THIS AGREEMENT

1. This agreement shall be effective on ratification and shall remain in effect until June 30, 2000.
2. In witness whereof the parties have caused this agreement to be executed on their own behalf by their duly authorized representatives.

FOR THE UNION

FOR THE BOARD OF EDUCATION

Raymond Bedford
Its President

Stephen Thode
Its President

8/3/99
Date

8/3/99
Date

Hal Clark

James G. Van Dyke
Superintendent

8/3/99
Date

8/10/99
Date

Kim Pfeiffer

8-3-99
Date

APPENDIX A - JULY 1, 1999 - JUNE 30, 2000

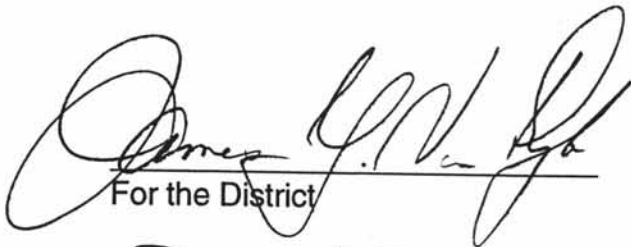
Classification	Start	90 Days	1 Year	2 Years	3 Years	4 Years	5 Years
Maintenance	11.26	12.01	12.93	13.94	14.85	15.03	15.22
Custodial	10.30	10.68	11.38	12.17	12.46	12.66	12.84
Secretarial	9.66	10.05	10.72	11.35	11.83	12.82	13.19
Instructional Education Assistants and Clerks	9.52	9.72	10.33	10.70	11.11	11.30	11.47
Noninstructional Assistants and Food Service	9.37	9.53	10.17	10.55	10.96	11.12	11.31
Bus Driver	11.41	11.55	11.72	11.92	12.11	12.29	12.50
Mechanic	14.07	14.70	15.31	15.91	16.54	17.15	17.45
HVAC	14.70	15.31	15.91	16.54	17.15	17.76	18.06
Extra -Duty Trips (with minimum call in of two hours)			10.29				
Bus Driver Training			11.50				
Shift Premium	Second shift employees who work between the hours of 3:30 PM and 11:30 PM shall receive, in addition to their regular pay for the pay period, fifteen (15) cents per hour additional compensation and Third Shift employees working between the hours of 11:30 PM and 7:30 AM shall receive twenty (20) cents per hour additional compensation. Shift premium shall not apply to Non-student Attendance Periods as defined in Article 20.						
Longevity	Bargaining unit members will qualify for longevity based on total years of service to the district (seniority date) in accordance with the following schedule:						
	After completion of 10 Years - \$.10 per hour additional						
	After completion of 15 Years - \$.10 per hour additional						
	After completion of 20 Years - \$.10 per hour additional						

LETTER OF UNDERSTANDING
BETWEEN
THE COMSTOCK PARK PUBLIC SCHOOLS
AND
THE COMSTOCK PARK EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
REPRESENTED BY THE
KENT COUNTY EDUCATION ASSOCIATION

The above named parties agree to the following provision:

The Association President(s) (CPESPA and CPEA) shall meet monthly with the Superintendent and the Assistant Superintendent to discuss issues of mutual concern.

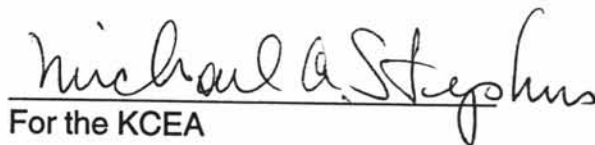
This represents the full and complete understanding of the parties with regard to these matters.


For the District

8/10/99
Date


For the CPESPA

8/3/99
Date


For the KCEA

8/3/99
Date

LETTER OF UNDERSTANDING
BETWEEN
THE COMSTOCK PARK PUBLIC SCHOOLS
AND
THE COMSTOCK PARK EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION
REPRESENTED BY THE
KENT COUNTY EDUCATION ASSOCIATION

For the purposes of the Master Agreement between the parties dated July 1, 1999 through June 30, 2000, the following shall apply to temporary work or temporary vacancies:

1. Temporary shall be defined as 90 calendar days or less.
2. Placement in a temporary position shall not affect the benefit level of employees currently employed in the District for the purposes of insurance, sick leave or vacation. Holiday pay shall be as if the employee were permanently in the position.
3. Positions which fit the definition of temporary shall be posted as temporary vacancies.
4. If the position does run over 90 calendar days, it shall be posted as a regular vacancy as per Article 15 of the Master Agreement.

This letter shall not apply to temporary situations which occurred or started prior to December 5, 1994. This represents the full understanding of the parties regarding temporary positions and their effect on benefit levels.


For the Board

8/10/99
Date


For the CPESPA

8/13/99
Date

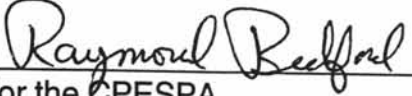
LETTER OF UNDERSTANDING
BETWEEN
THE COMSTOCK PARK PUBLIC SCHOOLS
AND
THE COMSTOCK PARK EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION
REPRESENTED BY THE
KENT COUNTY EDUCATION ASSOCIATION

For the 1999 - 2000 school year, the parties agree to form a committee comprised of representatives of the Association and representatives of the Board to explore insurance options and total compensation issues. The work of the committee is not binding on either party. There will be no formal report, minutes or endorsement offered by the committee. The representatives of each party are simply to report back to their constituents as to the findings of the committee. All issues are subject to negotiations following the expiration of the 1999 - 2000 Master Agreement and this letter will expire with said expiration.


For the Board

Date

8/10/99


For the CPESPA

Date

8/3/99

LEVEL 1.b (Timelines: Within 10 working days of the filing date, supervisor will meet to resolve issue)

A. Date of Second Meeting with Supervisor _____

B. Position of Grievant _____

Signature of Grievant Date

Signature of Supervisor Date

(Timelines: Within 5 working days of the meeting, supervisor will provide written answer to grievant)

C. Disposition by Supervisor _____

Signature of Supervisor Date

(Submit to Superintendent or designee)

LEVEL 2.a (Timelines: If grievant is not satisfied with the disposition at Level 1.b, they must provide written notification within 7 working days to the Superintendent or designee) At this level, the grievance must be co-signed by the aggrieved and the Union except as provided by Act 379.

Received by Superintendent/designee/Board Committee _____ Date _____
Signature

Grievant Signature _____ Date _____

Association's Signature _____ Date _____

LEVEL 2.b (Timelines: Within 10 working days of receipt of grievance, the Superintendent/Designee and Board of Education Grievance Committee* will meet with grievant/union to discuss issues.) *attendance can be waived by mutual agreement

A. Date of Meeting with Superintendent or designee _____

(Timelines: A written answer will be given within 10 working days of meeting)

B. Disposition by Superintendent/designee/Board Committee _____

Signature Superintendent/Designee/Committee Date

LEVEL 3 ARBITRATION (Timelines: If decision is not satisfactory at Level 2, the Union has 30 days to submit in writing to the Superintendent/designee that the grievance will be submitted to arbitration.)

A. Date Submitted to Arbitration _____

B. Disposition of Arbitration _____

Date of Disposition _____

