

7072

CONTRACT AGREEMENT

Between

COMSTOCK PARK SCHOOL BOARD

and the

KENT COUNTY EDUCATION
ASSOCIATION/MEA/NEA
(EDUCATIONAL SUPPORT PERSONNEL)

1989 - 1990

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AGREEMENT

This Agreement entered into on this _____ 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 and less than 15 hours per week employees.

B. PART-TIME EMPLOYEES

Part-time employees normally scheduled to work less than three (3) hours per day and/or less than thirty (30) hours bi-weekly shall not be covered by this agreement; nor shall they be used to replace, displace, or take the place of regular bargaining unit personnel. The specific purpose of these short-hour employees, if required, is for the purpose of performing certain jobs which would not require regular full-time or part-time employment as covered by this agreement. The hourly rate to be paid to these employees shall be the beginning rate of pay as negotiated in accordance with the classification and rate schedule.

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 covered by this agreement at the time it becomes effective, and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union 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.

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. The Board may release custodial employees working after 4 p.m. Without pay to participate in local Union meetings. Time lost 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.

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.

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.

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 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 or designee 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. A written answer shall be given within ten (10) working days after receipt of such grievance.

3. LEVEL THREE

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, he/she shall within five (5) working days thereafter transmit it in writing to the Secretary of the Board or designee with a statement of reasons why it is being appealed.

- b. At its next regular meeting, the Board shall consider the grievance or may designate one (1) or more of its members to hold the hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance.
- c. The Board or Board Committee shall make a final decision thereon within twenty-five (25) working days after the regular Board meeting where the grievance is initially considered.

4. LEVEL FOUR

- a. If the decision of the Board 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 Board's 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 shared equally by the Board and the Union. 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.

5. 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.

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.

ARTICLE 9 PROBATIONARY PERIOD

The probationary period for each new employee shall be ninety (90) calendar days of employment for that employee.

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.

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. 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
Clerks
Educational Assistants (including copy machine operator)
Transportation

2. The Board will keep the seniority list up to date at all times and will post the seniority list once every six (6) months 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.

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.

ARTICLE 11 SHIFT PREFERENCE

A. REQUEST

1. Once in the life of each contract, on or before the first June 30, 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. 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. The Board may accept requests for voluntary layoffs, unpaid leaves and voluntary reductions in hours in the classifications being reduced.
2. 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 will be laid off according to inverse order of seniority, i.e., the employee with the least seniority within the classification being affected.

4. 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. 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 fourteen (14) calendar days notice except in case of an employee work stoppage.
6. 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.

D. PROBATIONARY EMPLOYEES

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

E. RECALL PROCEDURE

1. 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.
2. 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. 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. 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

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.

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 or the release of such information.

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.

ARTICLE 16 LEAVES WITHOUT PAY

A. LEAVES AND REQUIREMENTS

1. 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.
 - e. Peace Corps or Military Service (provided the employee is drafted).

2. 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, exception 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 FOR UNION BUSINESS

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 without pay.

ARTICLE 18 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 1200 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. 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. Leave time may be used for illness or injury of a member of the immediate family residing in the employee's household. 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. 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.

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.

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. RETIREMENT

50% of up to 15 accrued sick days to be paid upon retirement or death; if the employee has accrued less than 15 days the 50% will be applied to the lesser amount.

ARTICLE 19 WORKING HOURS

A. SECRETARIES, EDUCATIONAL ASSISTANTS, COOKS, CLERICAL

The normal work day for employees shall consist of four (4) 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 twenty (20) to forty (40) hours per week, 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. 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. 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. 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. 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. 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 shall be invited to apply for them on a seniority basis. The Administration shall determine qualifications for each situation.
3. Summer special education and skill center runs shall be offered to drivers on a weekly rotating basis. 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.

D. REST PERIODS

All employees working shifts consisting of six (6) hours will be assigned a rest period of fifteen (15) minutes in the first half and the second half of their shift. All employees working shifts consisting of 3 - 6 hours or less will be assigned one rest period of fifteen minutes at or near the midpoint of their shift, or as otherwise agreed to by the employee.

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.

ARTICLE 20 EQUALIZATION OF OVERTIME AND EXTRA DUTY TRIPS

A. ROTATION

Overtime will be equalized on a rotating schedule among the qualified employees within each classification, and within each building. An employee refusing overtime will be placed at the bottom of the list.

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. 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.

ARTICLE 21 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 22 HOLIDAYS

A. GENERAL CONDITIONS

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

B. HOLIDAYS

Employees will receive the following holidays off work with pay, provided the holiday falls within the employee's work year.

- 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 (1/2 day)
- j. Memorial Day

ARTICLE 23 VACATION

A. GENERAL CONDITIONS

1. Vacation time is earned and computed on an hourly basis on a fiscal year basis (June 30 of each year).
2. Vacation earned during any given fiscal year must be taken during and before the end of the following fiscal year.
3. A vacation may not be waived by an employee and extra pay will not be paid for work during that period.
4. 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.
5. 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.

YEARS OF SERVICE DAYS OF VACATION

16	16
17	17
18	18
19	19
20	20

- b.) A 52 week employee with more than ten (10) years of continuous service shall earn an additional day of vacation for each additional year worked to a maximum of twenty (20) days.

YEARS OF SERVICE DAYS OF VACATION

11	16
12	17
13	18
14	19
15	20

ARTICLE 24 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 25 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 26 TEMPORARY ASSIGNMENTS

A. 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.

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.

ARTICLE 27 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 28 INSURANCE AND OTHER BENEFITS

A. MEDICAL INSURANCE

1. For each employee working six (6) hours or more per day who requests it, the Board of Education will pay the premium cost of the Blue Cross/Blue Shield Plan described below or a comparable plan. In 1987-88 the Pre-determination Rider will be added.

PLAN DESCRIPTION:

RIDER D45NM

*Provides 365 days of general hospital care. 45 days for nervous/mental conditions.

(*Master Medical extends the days to unlimited -\$100,000 maximum)

RIDER ML

Removes the \$5 or 10% deductible on x-rays, therapeutic radiology and laboratory tests.

RIDERS F & SA (Blue Cross) and FC & SD (Blue Shield)

Provides continuation of coverage for dependents age 19 and over, while living at home. (F/FC is FAMILY CONTINUATION RIDER. SA/SD is SPONSORED DEPENDENT RIDER).

RIDER GCP-D

Extends Complementary Coverage, for those with Medicare, to 365 days.

RIDERS COB-2 (Blue Cross) and CB-2 (Blue Shield)

If any employee or one of his dependents, covered by two or more group plans is sick or injured, the plans involved work together in paying 100% of allowable hospital and medical expenses.

MASTER MEDICAL & RIDER MM-M

\$100 Individual Deductible

\$200 Family Deductible

80% reimbursement on covered items

50% reimbursement on outpatient psychiatric & private duty nurse

RIDER VST

Covers voluntary sterilization (male & female)

RIDER FAE

Covers physician's fee for non-accidental, life threatening emergencies.

PRESCRIPTION DRUG PROGRAM - \$2.00 co-pay

Covers all but the first \$2.00 of each eligible prescription. (Eligible prescriptions are defined as federal legend drugs, those that by federal law cannot be dispensed without a prescription.)

RIDER PD-EL

Permits Prescription Drug Benefit coverage for Sponsored Dependents, retirees and their dependents.

RIDER MMAL

Excludes member's liability paid under riders or supplements to the basic certificate, as a benefit under Master Medical, (i.e., the \$2.00 deductible on prescription drugs cannot be claimed as a benefit under Master Medical).

MM-BP

Establishes the Master Medical benefit year as a Calendar Year.

PRE-DETERMINATION RIDER

Monitors hospital days on elective surgery. Does not include emergency or birth.

2. Each employee must select his/her insurance coverage based on coordination (need and family status) of benefits.

B. PART-TIME EMPLOYEES

Each employee working four (4) hours or more but less than six (6) hours per day and who selects coverage above, shall pay one-half the premium, and the Board shall pay one-half the premium.

C. OPTION GROUP

1. The Comstock Park Board of Education will contribute \$50.00 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 \$25.00 per month toward the purchase of approved options for each employee working twenty (20) hours per week, but less than thirty (30) hours per week, and not electing health insurance (a. above.).
3. Approved options include messa nontaxable fixed options or meals, the remainder toward the messa nontaxable variable options or annuities. Employees eligible for options shall meet as soon as possible prior to the close of the annual enrollment period each year to arrange for the programs and/or coverage. This language offers the widest possible offerings under the messa options programs.

D. DENTAL CARE INSURANCE

The Board of Education will provide dental care insurance and basic major and orthodontic benefits for all employees working twenty (20) hours or more per week. The category structure is as follows:

1. BASIC BENEFITS

\$50.00 lifetime deductible (per eligible family member).

The amount payable will be 50% - increasing by 10% each subsequent calendar year - or to 100%, provided the participant visits a dentist for examination and cleaning at least once during the calendar year, and all basic services which were recommended by the dentist as the result of the first of such visits are completed.

Benefits to include basic dental services for major corrective and restorative procedures - i.e., examinations, radiographs, patient consultations, preventative treatment, fillings, jackets, oral surgery, denture repairs, diagnostic services, root canal therapy, etc.

2. MAJOR SERVICES BENEFITS

\$50.00 annual deductible - with a maximum of two (2) deductibles per family. After deductible, 50% of the eligible expenses incurred by the participant during the remainder of the calendar year will be paid.

Combined basic and major annual maximum per participant per year - \$1,000.

EXAMPLES: Benefits include prosthodontic services - i.e., bridges, inlays, crown and bridge repair, dentures, and partial dentures.

3. ORTHODONTIC BENEFITS

Orthodontic benefits are provided for eligible dependent children up to the age of 19. The plan will pay 50% of the orthodontic actual charges, up to the plan lifetime maximum of \$1500.

A separate lifetime deductible of \$50.00 per individual applies to orthodontic treatment.

The plan shall include internal and external coordination of benefits (COB).

E. LIFE INSURANCE

The Board of Education will provide a \$5,000 term life policy with an AD&D rider for each employee working four (4) hours or more.

F. LONG-TERM DISABILITY

The Board of Education will provide long-term disability insurance for each employee working four (4) hours or more - included in the long-term disability package will be the following qualifications:

1. maximum of 66-2/3% of salary
2. 180 calendar day waiting period
3. \$1,500 monthly maximum
4. social security, worker's compensation, and retirement offsets.

G. 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 28, G.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.

H. UNIFORMS

1. Each September, or within the probationary period for new employees, the Board will provide three (3) changes of uniforms for all custodial and 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 shall be provided winter jackets of a good quality once every three years. Drivers shall be involved in the selection of jackets.
3. FOOD SERVICE
Food service employees shall be provided \$60.00 per year toward the purchase of shoes and uniforms or aprons.

ARTICLE 29 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 30 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 31 WAGES

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

ARTICLE 32 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 a rate of 21 cents (21¢) 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 lunch, \$6.00 for dinner.

C. TOOLS

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.

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.

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

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

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.)

Items purchased without proper authorization will be deducted from the employee's tool allowance.

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 33 STUDENTS

Students shall not be covered by this agreement, they shall not take the place of full-time 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.

ARTICLE 34 GENERAL PROVISIONS

A. PHYSICAL EXAMINATIONS

1. All personnel, at their expense, shall show proof of freedom from active tuberculosis by fourteen (14) days of active employment.
2. 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 full cost of the basic plan 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.

ARTICLE 35 TERMINATION AND MODIFICATION

This agreement shall continue in full force and effect until 12:00 p.m., June 30, 1990.

- A. 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. This agreement supercedes 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 36 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 37 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 38 DURATION OF THIS AGREEMENT

This agreement shall be effective on ratification and shall remain in effect until June 30, 1990. Wage increases shall be retroactive to July 1, 1989.

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

David C. Kelly
Its President

Stephen J. Hanel
Its President

3-12-1990
Date

3/12/90
Date

M. Cris Webster
Its Secretary

Suzanne R. Carpenter
Its Secretary

March 14, 1990
Date

March 12, 1990
Date

Tom Greene
KCEA

March 15, 1990
Date

APPENDIX A

WAGE SCALES
JULY 1, 1989 - JUNE 30, 1990 (+ 50¢)

Classification	Start	90 Days	1 Year	2 Years	3 Years	4 Years	5 Years
Maintenance	8.19	8.80	9.56	10.38	11.12	11.27	11.42
Custodial	7.41	7.73	8.29	8.93	9.18	9.33	9.48
Secretarial	6.88	7.20	7.76	8.26	8.66	9.46	9.76
Clerks, Education Assistants, Food Serv	6.63	6.79	7.30	7.61	7.93	8.08	8.23
Bus Drivers	8.20	8.20	8.30	8.64	8.64	8.79	8.94
Mechanic	10.50	11.00	11.50	12.00	12.50	13.00	13.25
HVAC	11.00	11.50	12.00	12.50	13.00	13.50	13.75

Extra-duty Trips Per hour with minimum call-in of two (2) hours
1989-90 \$8.10

Part-time Custodians \$6.98 per hour

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, ten (10) cents per hour additional compensation and Third Shift employees working between the hours of 11:30 PM and 7:30 AM shall receive fifteen (15) cents per hour additional compensation. Shift premium shall not apply to Non-student Attendance Periods as defined in Article 21.

LETTER OF AGREEMENT

The KENT COUNTY EDUCATION ASSOCIATION, MEA/NEA, and the COMSTOCK PARK SCHOOL BOARD hereby agree to limit negotiations for a successor agreement to the 1989-90 Agreement to not more than five (5) articles each, including wages and excluding duration.

FOR THE KCEA

David Alley

Date 3-12-1990

FOR THE SCHOOL BOARD

James R. Spalding

Date Feb. 28, 1990

DRAFT
LETTER OF UNDERSTANDING
BETWEEN
THE COMSTOCK PARK PUBLIC SCHOOLS
AND
THE KENT COUNTY EDUCATION ASSOCIATION/MEA/NEA

March 7, 1990

The above named parties agree to the following provisions regarding the health care provided in the 1989-90 master agreement.

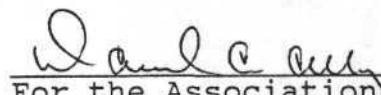
1. A joint committee shall be established to investigate concerns about processing and confidentiality of employee claims.
2. The committee shall consist of not more than four persons selected by the Board and four selected by the Association.
3. The committee shall set whatever procedural rules it deems necessary.
4. A report shall be issued to the parties by May 1, 1990. The form of the report shall be determined by the committee.



For the District

3/12/90

Date



For the Association

3-12-1990

Date

