

6/30/92

A G R E E M E N T

between

COMSTOCK PUBLIC SCHOOLS

and

COMSTOCK EDUCATIONAL
PROFESSIONAL SECRETARIES ASSOCIATION

1989-90

1990-91

and

1991-92

Comstock Public Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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AGREEMENT

between

COMSTOCK PUBLIC SCHOOLS

and

COMSTOCK EDUCATIONAL PROFESSIONAL SECRETARIES ASSOCIATION

1989-1992

This Agreement entered into this first day of July, 1989, by and between the Comstock Board of Education, hereinafter called the "Employer," and the Comstock Educational Professional Secretaries Association, hereinafter called the "Association." The Employer recognizes the Association as the sole and exclusive bargaining representative for accountants, payroll clerks, secretaries, media assistants and general clerks. The secretary to the Superintendent shall be expressly excluded from the bargaining unit. The Employer agrees not to negotiate with nor recognize any organization other than the Association for the duration of this Agreement.

In consideration of the mutual covenants and agreements herein contained, it is AGREED:

ARTICLE 1

ASSOCIATION MEMBERS RESPONSIBILITIES

- A. Employees recognize their personal and collective responsibilities to live within the tenants of this Contract and to use all official, legal, and appropriate means for submitting any concerns or grievances they hold against the Employer.
- B. The Association is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally. The terms of this Agreement have been equally made for all of the Employees in the bargaining unit. Accordingly, it is agreed that it is fair that each Employee in the bargaining unit pay equally for benefits received and that each assume his/her fair share of the cost of representation.

Employees shall pay the Association membership dues or fees from the second (2nd) paycheck of September and the second paycheck of January, as a continued employment. Amount to be determined by Association. If an Employee fails to make a selection, he/she shall be deemed to have elected the fee. The fee shall in no case be greater than the dues paid for Association membership. Membership dues for new Employees shall be prorated and deducted for the remainder of the contract year at the completion of the probationary period. If during the term of this Agreement it shall be determined by a Court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful.

The Employer shall not be required to discharge any Employee under the provisions hereof until the right of such Employee shall have been determined by a Court of competent jurisdiction, nor shall the Employer have the obligation to institute any litigation for the purpose of determining such right. The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association, by the execution of this agreement, expressly agrees to indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, the provisions herein set forth, or by reasons of claims or demands made by the Association that an Employee be discharged because of the provisions herein set forth.

- C. The Association agrees that it will, in good faith, cooperate with the Employer in attempting to secure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. The provisions of this Section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.
- D. The Employer agrees to cooperate with the Association in the application of this Agreement, and further agrees that it will not engage in any lockout or related activity. The provisions of this Section shall remain in full force and effect until such time as this Agreement shall be superseded by a new agreement between the parties.

ARTICLE 2

PROBATIONARY EMPLOYEES

All new Employees will be on probation for sixty (60) calendar days. The Employer shall have the right to terminate a probationary Employee without the Employee's recourse to the grievance procedure. Written evaluations shall be filed each thirty (30) days during the probationary period in the Superintendent's office. Association President shall be notified upon completion of probationary evaluations.

All Employee benefits contained herein shall become available to the Employee upon successful completion of the probationary period, except that health benefits, if elected, shall begin on commencement of employment.

ARTICLE 3

REDUCTION OF STAFF AND LAYOFF

In the event of any change in positions that requires a reduction in staff, the following criteria will be taken into consideration:

A. Notification

1. When the Employer is to reduce or eliminate a position in the Association, the President of the Association will be notified prior to action.
2. Employees to be laid off will receive written notification ten (10) work days prior to the effective date.

B. Seniority

Seniority, qualifications, knowledge, and skills shall be major considerations.

1. In the event of a permanent reduction in hours by more than five (5) hours per week or a layoff, the Employee with the least seniority in the classification of the position reduced and lower classifications shall be reduced or laid off provided there are other Employees who are qualified by knowledge, experience and performance to perform the duties of the laid off Employee. When a classification is reduced by one or more positions and the Employee laid off is in a lower classification, the Employee with the least seniority in classification will be transferred to the lower classification, but shall retain the right to transfer to available positions up to his/her classification before demotion.
2. When it has been determined that a layoff is necessary, senior Employees in or above the classification of the position reduced may volunteer for layoff; provided there are Employees qualified to perform the job.
3. If any position is reduced permanently by more than five (5) hours per week, the Employer, Employee and Association President shall meet for consultation to determine whether the reduction in hours should result in the bumping process referred to in B-1, preceding page.

ARTICLE 4

TRANSFER

The Association President will be notified when there is a position change.

A. Voluntary Transfer

1. Positions will be posted unless the position is filled by transfer of an Employee that resulted from a reduction of staff.
2. All qualified Employees applying for transfer to a posted position shall be granted an interview. Association members shall be considered over other candidates in a selection when their qualifications are equal or better to others applying. Each Association member who applies and is accepted for said position, shall be given a two (2) week probationary period before non-Association members are considered for the position.
3. Employees who are granted a transfer shall be given a two (2) week probationary period in the new position. The Employee may return to his/her original position upon request of the Employee or Employer for cause during the probationary period.
4. An Employee who is voluntarily transferred to another classification shall not receive greater compensation in the new classification than other Employees in the classification with more seniority.
5. The Association President shall be notified on the approved form of the classification, rate, and starting date of any transferred or new Employee.

B. Involuntary Transfer

The Employer reserves the right to promote, demote or transfer Employees upon the notification of the Association President.

1. An Employee temporarily transferred outside his/her classification shall have the right to receive the compensation of his/her former position or the temporary position, whichever is greater, if employed in the temporary position more than ten (10) consecutive work days. Transfers of less than ten (10) consecutive work days do not require the notification of the Association.
2. Employees permanently transferred to another classification shall receive the compensation of the position to which he/she has been transferred.
3. An Employee shall maintain classification seniority status due to layoff.

C. Promotion

1. When a first-year Employee is transferred to a higher classification, he/she shall be compensated at the base rate of the new classification upon completion of twenty (20) work days probation period, until his/her first anniversary date.
2. Upon completion of a twenty (20) work day probation period, when an Employee is transferred to a higher classification during his/her second year of employment, the Employee shall move to the second step of their new level. After completion of three (3) months, he/she shall move to the top of that classification upon their anniversary date; providing they are starting their third year of service.
3. When an employee with three (3) or more years of service is transferred to a higher classification, he/she shall be placed on the second step or former wage, whichever is greater. Upon completion of a twenty (20) work day probation period, the Employee shall receive 50% of the difference between his/her present wage and the top step of the new classification.

ARTICLE 5

RECALL

A. Notification

1. The Association President shall be informed prior to the recall of an Employee.
2. Employees to be recalled will be notified by registered mail to his/her last address listed with the Employer.

B. Right to Recall

1. Employees will be recalled in the reverse order of layoff for positions at or below the classification held at layoff.
2. Employees failing to return to work within five (5) days of receipt of notification or within fifteen (15) days of sending notification by registered mail, whichever is less, shall have resigned from the Comstock Public Schools.
3. When an Employee of layoff returns to a position in a classification below the classification held at layoff, he/she accepts the new classification and compensation, but retains the right to transfer to positions up to his/her classification at layoff, as positions are available. When said Employee declines to transfer to a higher position, the new classification is permanent. Future requests for transfers are covered under ARTICLE 4, Section A, Voluntary Transfer.

ARTICLE 6

EMERGENCY SCHOOL CLOSING

If adverse weather or other conditions beyond the control of the Employer make it advisable to close school, the following guidelines shall apply, namely:

- A. Except as hereinafter provided, Employees shall report for duty as usual with reasonable allowance for tardiness if conditions warrant. Each Employee shall make every reasonable effort to comply with the reporting provisions; however, any extenuating circumstances shall be considered prior to penalizing an Employee. If an Employee anticipates a late arrival, the Employee shall notify his/her immediate supervisor as soon as possible.
- B. In the event an emergency results in conditions preventing Employee groups from reporting to work, the Employees will be notified as early as possible. Employees who are notified not to report to work, due to emergency conditions resulting in school closing, will be paid for the time they are directed not to report.
- C. When emergency conditions cause the immediate supervisor/building administrator to be directed not to report for work, the Association members will generally not be required to report. Association members who are directed to report to work on said days will be granted compensatory time off. However, it is understood that if state law, rules or regulations require that lost student instruction time be made up as a result of such closing: Employees shall not be required to report on days that school is closed due to emergencies, but Employees shall work on the make-up days, without additional compensation.

ARTICLE 7

LEAVES WITHOUT PAY

A. Child Care

The Employer may, at its discretion, grant leaves without pay for either child care or health reasons, for a period not to exceed one (1) year. A formal letter will be submitted to the Employer requesting this leave.

B. Medical Leave

A medical leave, not to exceed one (1) year, may be granted by the Employer upon receipt of supportive physician's data. When necessary, an Employee on medical leave shall be replaced with a suitable substitute. Such medical leave shall not serve to terminate an Employee.

C. Maternity Leave

1. The Employer will grant, upon request, a maternity leave, without pay, to seniority Employees, not to exceed one (1) year. The request must be made not less than ninety (90) calendar days prior to the commencement of the leave.
2. The Employer and Employee agree to abide by any legal ruling by a Court, Commission or Board of competent jurisdiction in the application of the above maternity leave agreement.

ARTICLE 8

LEAVES WITH PAY

A. Sick Leave

1. Upon successful completion of the probationary period, Employees will be credited with sick leave of one (1) day per month for each month worked through the 30th of June.
2. As of July 1st of each year, Employees will be credited with correct amount of sick days, as based upon individual assignment, up to but not to exceed seventy-five (75) days.

In the event an Employee goes on long-term disability, sick days not credited since July, 1981, will be added to the remaining sick days.

3. See ARTICLE 10-C.
4. Absences for any of the following reasons may be deducted from the Employee's accumulated days of sick leave, namely:
 - a. Personal illness or injury.
 - b. Family illness.

The first day of the illness of the spouse, child, parents, grandchild, or permanent resident of the Employee's household. Such leave shall only be taken in the case that the presence of the Employee is required. The Employee may utilize additional accumulated sick leave as pre-arranged with supervisor and approved by the Superintendent.

- c. Medical doctor or dental appointment for the Employee.

B. Personal Leave

Employees shall be credited with two (2) days personal leave with pay for legitimate business, professional, or family obligations which cannot reasonably be scheduled outside of the regular work day. Personal leave shall not be used for other employment, the seeking of other employment, social, recreational, vacation, or other similar purposes. The Employer shall not be required to grant leave on any one day to more than one Employee, nor on a day immediately preceding or following a non-work day for the Employee requesting the leave. Except in case of an emergency, a request for personal leave shall be made not less than twenty-four (24) hours prior to the leave date requested. Personal leave shall not accumulate.

C. Funeral Leave

1. Immediate family (spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, grandparent, grandparent-in-law.

Five (5) days funeral leave may be taken with pay.

2. An Employee wishing to attend the funeral of an extended related or friend, may take the time off with pay necessary to attend the funeral: to one-half (1/2) day for a funeral with a 25-mile radius, not to exceed one (1) day for an out-of-town funeral. This time may be deducted from accumulated sick leave.

D. Jury Duty

1. In the event an Employee is ordered for jury duty, the Employee shall be granted the necessary leave time and paid the difference between the court stipend and the Employee's salary. Such Employees shall experience no deduction in sick leave, vacation or overtime accumulation.
2. The above shall also pertain to time spent under court subpoena in conjunction with professional duties as a Comstock School Employee, and as a witness in connection with any criminal proceedings or criminal litigations, upon Superintendent approval.

ARTICLE 9

COMPENSATION

- A. Salaries of Employees covered by this Agreement are set forth in SCHEDULE A, attached hereto and incorporated in this Agreement.
- B. The probationary Employee, upon completion of said probation, shall not be raised beyond the base rate for that classification until the completion of a one (1) year anniversary date. The probationary Employee, upon completion of said probation, shall be raised to the base rate for that classification. Employees shall be raised to the second year and top rates for their classification on subsequent anniversary dates.

C. Fringe Benefits

1. Vacation - See Schedule "B"
2. Holidays - See Schedule "B"
3. Insurance - See ARTICLE 10
4. The Employer shall pay the Employee's share of the State Education Employee Retirement Fund.
5. Employees with perfect attendance (no sick days used) for one quarter of a year, shall receive a bonus of \$25 each quarter.

1st Quarter - August, September and October
2nd Quarter - November, December and January
3rd Quarter - February, March, and April
4th Quarter - May, June and July

- D. An Employee who works on a holiday will receive double pay. No Employee, however, will be required to work during a holiday.

E. Overtime

Overtime pay at the rate of one and one-half times the regular hourly rate of pay, as set forth in the Schedule, shall be paid for all hours worked in excess of forty (40) hours in any given week. All overtime must have the approval of the Employee's immediate supervisor.

F. Retirement

Employees having completed fifteen (15) years of service and upon retirement from regular employment, after reaching age fifty-five (55), shall receive five hundred dollars (\$500.00) in appreciation of their years of dedicated service. Those who qualify, may elect to take the "Early Retirement Incentive" instead.

G. Less than 32 hours per week Employees

Employees in regular positions on a part-time basis shall receive Health Insurance or Annuity on an appropriate proration of those granted full-time Employees.

ARTICLE 10

INSURANCE

A. Elective Insurance

Each Employee may elect one of the following two (2) benefits:

1. Health Coverage

Single Employee, Employee and spouse, or full family coverage equal to or better than 1978-81 benefits. Should a change in the carrier be necessary, the Association will be consulted prior to the change.

It has been agreed by the parties that for the duration of this contract, (1989-1991), there will be a "cap" for increases in the insurance made available by the School District, in the amount of fifteen (15%) percent. If the increase is more than the fifteen (15%) cap and the following year is less, the difference may be deducted.

2. Annuity

Contracted with a carrier approved by the Employee, the contribution of the Employer shall be seven hundred dollars (\$700.00). This compensation is to be paid annually. The allocation by the Employer shall be made in a manner which will qualify the Annuity premiums for the benefit afforded under SECTION 403 (b) of the Federal Internal Revenue Code or any equivalent provision of subsequent Federal Income Tax Law.

B. Life Insurance

With the exception of twelve (12) month administrative Employees hired prior to 1973, all Employees shall have available to them a five thousand (\$5,000.00) dollar term life insurance policy.

C. Long-Term Disability

All Employees will have the protection of a Long-Term Disability policy at the Employer's expense, beyond the 90th consecutive calendar day of an accident or illness, causing loss of time.

ARTICLE 11

DISCIPLINARY ACTION

A. The Association recognizes the Employer's duty to maintain good discipline for the efficient operation operation of the school. To this end, the Employer reserves the right to discipline and discharge employees for cause, except when such action is arbitrary or discriminatory. The Employer recognizes the right of the Employees to have Association representation, upon request, at a conference with the Employer when disciplinary action is to be taken. Disciplinary action shall be initiated by the Employer within five (5) working days after the Employer shall have received substantial evidence of the misconduct of such employee, or reasonably should have received such evidence.

B. Procedure

Discipline shall be progressively applied as follows:

1. First Step

An oral warning, with written documentation.

2. Second Step

Written reprimand with copy to the Association President.

3. Third Step

Written reprimand with suspension of one (1) to five (5) days, signed in presence of an Association representative. Copy sent to Association President.

4. Fourth Step

Additional suspension or termination signed in the presence of an Association representative.

When the offense merits, the Employer has the right to terminate the employee, or to impose lesser appropriate penalties other than discharge without regard for Steps One through Four. When the Employer disregards these steps, the Association President will be consulted.

C. Restoration of Status

After an Employee has been disciplined, the Employee may earn a written acknowledgement of his/her status as an Employee in good standing. To earn restoration of good standing, one of the following needs to occur:

1. After one (1) year of demonstrated improvement in the area of reprimand, a notice to that effect shall be in the Employee's file and a copy sent to the employee.
2. After one (1) year of demonstrated improvement in the area of reprimand, the Employee may request that a documentation of improvement in the area of reprimand be placed in the Employee's file, and a copy sent to the Employee.

ARTICLE 12

GRIEVANCE PROCEDURE

- A. The Association or an individual Employee having a grievance concerning the interpretation or application of this Agreement which has not been satisfactorily resolved by the normal administrative procedures, shall have recourse to the following procedures:
- B. LEVEL ONE - An Employee with a complaint shall discuss the problem with his/her immediate supervisor. If, after five (5) work days, the complaint is not resolved, the Employee may reduce it to a written grievance with a copy for the supervisor and a copy to the President of the Association. The aggrieved party may have a representative from the Association present at the conference with the supervisor. When the grievance is submitted in writing, it must include:
1. Name of aggrieved party.
 2. Date of occurrence.
 3. Identify the areas of the Contract that have been violated.
 4. Indicate desired disposition.
 5. Description of circumstances.
- C. LEVEL TWO - If after five (5) work days the grievance is not satisfactorily resolved, the grievance may be forwarded to the Superintendent of Schools. If still unresolved within five (5) working days, the Superintendent or his designee, shall call a joint meeting with the aggrieved party, the Grievance Committee, and an alternative representative of the Superintendent's choice, for the purpose of resolving the grievance. Within five (5) work days of the meeting, the Superintendent or his designee shall forward his/her decision in writing.

- D. **LEVEL THREE** - If at this point, the grievance has not been satisfactorily settled, either party hereto, shall have the right to submit such grievance to Arbitration by the American Arbitration Association, in accordance with its Voluntary Labor Arbitration Rules, providing such submission is made within fifteen (15) calendar days, after receipt by the Association of the Employer's Second Step Answer, or the due date for each Answer, if no Answer is given.

If the grievance has not been submitted to Arbitration within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Association.

The Arbitrator shall have no authority to add to, subtract from, change or modify any provision of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an Arbitrator, in his own judgment, to sustain, reverse, or modify any alleged unjust discipline, that may reach this stage of the grievance procedure. The decision of the Arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the Arbitrator, and the American Arbitration Association, shall be shared equally by the Employer and the Association.

- E. **PROGRESS THROUGH STEPS** - The provisions of the grievance procedure shall not apply to any event, decision, interpretation or application of the Agreement for which recourse is being sought through some other Court, Board or Commission.

ARTICLE 13

CLASSIFICATION AND POSITION

I. CHANGES IN CLASSIFICATION

- A. Classification levels and wages are determined during contract negotiations. All positions in the Association shall be reviewed by a review panel as needed, but not to exceed one meeting per year, beginning in 1981, to determine in which classification each position shall be placed.
- B. The review panel shall consist of five (5) voting members: two (2) administrators appoint by the Superintendent, two (2) Association representatives, designated by the Association, and a person mutually agreeable to the Superintendent and the Association President. The review panel shall elect a chairperson and a secretary from the panel membership. Review panel members shall serve until a replacement is appointed.
- C. The review panel shall discuss the classification of all positions in the bargaining unit. Upon request of any panel member, specific positions will be evaluated for a possible change in classification. The evaluation shall consider the following:
 - 1. Skills needed for hire.
 - 2. Amount of "on the job" training required.
 - 3. Comparability to responsibility and work of other positions in the classification.
 - 4. The level of the administrator of the Employee reports to.
 - 5. The independent judgment and responsibility required.
 - 6. The degree of confidentiality required.
 - 7. Pressure factor (phone, students, staff, parents, salespersons, etc.).

For a position to be changed from one classification to another, the change must receive a minimum of three (3) affirmative votes, after evaluation and discussion, from the panel members. The secretary shall report the panel's action in writing, along with the evaluation and rationale for change or not to change, to the Superintendent, and Association President. The Superintendent will notify the Employee affected by the change. Changes recommended by the panel shall be effective thirty (30) days after notification by the Superintendent.

D. Appeal

1. Employees affected by a change in classification may appeal the change by a request in writing to the Superintendent, with a copy to the Association, within fifteen (15) days of the receipt of notice of the change. The panel will rule on the appeal within ten (10) days.
2. Employees may appeal to the panel's decision within five (5) days of receipt to the Board of Education by forwarding a request in writing to the Superintendent, who in turn shall notify the panel.

II. NEW POSITIONS

The Employer will assign new positions to a classification and notify the Association President. The Association President shall be notified on the approved form of the classification, rate and starting date of any transferred or new Employee.

The Association may appeal the decision within thirty (30) days of notice, to the review panel. The decision of the panel will be the final action until the next review.

ARTICLE 14

DEDUCTIONS

- A. The Employer shall have the right to deduct from the pay of each Employee, such amounts as may be required by law which may be due the Employer, from the Employee or others expressly authorized by the Employee in writing, for: annuity, credit union, savings bonds, and mutually agreed upon charitable donations.

- B. The Employer shall deduct the annual Association dues or fees from the paycheck of each Employee, from the second (2nd) paycheck of September and the second (2nd) paycheck of January. The Employer shall transmit to the Association, monies collected within twenty (20) days of payroll deduction. New Employees shall have their dues deducted from the first paycheck after completing probation. Fees shall be the same as dues uniformly required of members of the Association. If an Employee fails to make a selection, he/she shall be deemed to have elected the fee.

ARTICLE 15

CONDITIONS OF EMPLOYMENT

- A. Whenever Employees are required by the Employer to attend meetings that occur outside of the work day, the Employee will be paid for his/her time at the required meeting at the contractual rate of the Employee attending the aforementioned meeting.
- B. Any Employee required to use his/her automobile for the Employer shall be reimbursed at the rate established by the Employer and consistent with other employee groups. Such use shall be approved in advance by the immediate administrator. No Employee shall be required to transport students.
- C. The Employer shall provide each Employee with a TB test at no cost to the Employee, as requested by law or by the Employer.
- D. Attendance at work-related meetings will be permitted to a limited extent with pay, subject to approval by the Superintendent or his/her designee.
- E. Employees will be reimbursed for tuition for work-related classes/workshops, that are required by the Employer.
- F. Employees shall have individual assignments to determine the length of the work week and the number of work weeks in a work year.
- G. Employees must be scheduled to work at least thirty-two (32) hours per week to be considered full-time.
- H. All overtime must have prior approval of the Employee's immediate supervisor.
- I. No Employee will be required to work during a holiday.
- J. Each Employee's check-stub shall reflect total available sick days and personal days, as current as possible.

ARTICLE 16

DURATION

- A. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein, shall be made by an Association member or group of Association members with the Employer, unless the same has been ratified by the Association and executed in writing by the parties hereto. The waiver of any breach of condition of this Agreement, by either party, shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

- B. This agreement shall become effective as of the first day of July, 1989, and the terms and provisions thereof shall remain in full force and effect through and including the 30th day of June, 1992, unless either party hereto shall notify the other in writing, not sooner than ninety (90) calendar days prior to and not later than sixty (60) calendar days prior to the expiration date of this Agreement; or not sooner than ninety (90) calendar days prior to and not later than sixty (60) calendar days prior to the anniversary date of this Agreement after 1992.

ASSOCIATION WITNESSES:

BOARD OF EDUCATION:

CLASSIFICATION AND BASIC COMPENSATION - SCHEDULE "A"

A. Classification

CLASSIFICATION I-A	Secretary to Business Manager Bookkeeper Payroll
CLASSIFICATION I-B	Secretary to High School Principal Secretary to Director Internal Accounts
CLASSIFICATION II-A	Secretary to Elementary Principal Secretary to Middle School Principal Secretary to Supervisor
CLASSIFICATION II-B	Secretary to Assistant Principal Secretary to Assistant Director Secretary to Assistant Supervisor Secretary to Athletic and Guidance Director Second and Subsequent Secretary In An Office
CLASSIFICATION III	Media Assistant
CLASSIFICATION IV	General Clerk

B. Basic Compensation:

July 01, 1989 to July 01, 1990 (5.95%)

CLASSIFICATION	IA	IB	IIA	IIB	III	IV
Probation	\$8.00	\$7.62	\$7.05	\$6.73	\$4.81	\$4.81
Base	8.65	8.26	7.69	7.36	5.13	4.81
Second Year	9.27	8.89	8.38	8.07	7.14	6.41
Top	9.91	9.51	9.07	8.78	7.75	6.93

B. Basic Compensation:

July 01, 1990 to July 01, 1991 (5.95%)

Classification	IA	IB	IIA	IIB	III	IV
Probation	\$8.48	\$8.07	\$7.47	\$7.13	\$5.10	\$5.10
Base	9.16	8.75	8.25	7.80	5.43	5.10
Second Year	9.82	9.42	8.89	8.55	7.56	6.79
Top	10.50	10.08	9.61	9.30	8.21	7.34

B. Basic Comprehension:

July 01, 1991 to July 01, 1991 (5.95%)

CLASSIFICATION	IA	IB	IIA	IIB	III	IV
Probation	\$8.98	\$8.55	\$7.91	\$7.55	\$5.40	\$5.40
Base	9.71	9.27	8.63	8.26	5.75	5.40
Second Year	10.40	9.98	9.42	9.06	8.01	7.19
Top	11.12	10.68	10.18	9.85	8.70	7.78

C. Longevity

Each Employee shall be granted longevity pay after completing five (5) years of continuous service at the rate of \$15.00 per year of service. This compensation shall be paid once per year on the first pay day in December, starting in 1985.

SCHEDULE "B"

A. Vacation for Employees working 1950 or more hours per year:

1. Allotment

<u>Years of Employment</u>	<u>Rate</u>
a. 1st	1 Week
b. 2nd - 4th	2 Weeks
c. 5th - 10th	3 Weeks
d. 11th - plus	4 Weeks

2. Application

- a. New Employees must complete six (6) months before any vacation days are available. (May only take one-half if the available days at that time).
- b. Vacation days will be calculated from the Employee's hire-in-date or from the adjusted hire-in-date, if said Employee has moved from a less-than-1950 hours per year Employee to a more-than-1950 hours per year Employee.
- c. Employees changing from a less-than-1950 hours per year position to 1950 or more hours per year, may utilize vacation as follows:
 - (1) they may utilize days due them from their previous position.
 - (2) they will begin earning vacation at the new rate upon starting in the 1950-or-more hours per year position. This vacation time may be utilized after three (3) months in the new position.

B. Vacation for Employees Working Less-Than-1950 Hours Per Year

1. All Employees will be entitled to one (1) vacation day per year after completing their first anniversary date. This day may be used any day of the work year, with the approval of the immediate supervisor.
2. Additional vacation days may be used according to the following schedule, after completion of six (6) months of employment.

Years of Employment

Rate

a.	1st	1 Days
b.	2nd - 4th	2 Days
c.	5th - 10th	3 Days
d.	11th - plus	4 Days

(Additional vacation days are to be utilized during the school vacation days).

C. Employee Holidays

1. Firm Holidays

- a. Independence Day
(For Employees scheduled to work the week of July 4th)
- b. Labor Day
- c. Thanksgiving Day
- d. Friday after Thanksgiving Day
- e. Christmas Eve Day
- f. Christmas Day
- g. New Year's Eve Day
- h. New Year's Day
- i. Good Friday
- j. Memorial Day

2. Variable Holidays

a. Holidays

Holiday #1

Holiday #2

Holiday #3 (For Employees with 11 plus years of completed service).

b. Application of Variable Holidays:

Variable holidays may be utilized by less-than-1950 hours per year Employees during school vacation periods. More-than-1950 hours per year may take their variable holidays at any time, provided that management may sequence days off to keep essential offices open.

3. If any of the firm holidays fall on a Saturday or Sunday, equivalent time off shall be provided.

SCHEDULE "C"

NEW EMPLOYEE/TRANSFER FORM

Date: _____

EMPLOYEE NAME: _____

CLASSIFICATION: _____

STARTING DATE: _____

HOURLY RATE: _____

(Signature)

Copies: Superintendent
Association President
Payroll
Employee