

# **AGREEMENT**

**between  
Comstock Public Schools  
and  
Comstock Educational  
Professional  
Administrative Assistants  
Association**

**2010 - 2012**

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**AGREEMENT**

**between**

**COMSTOCK PUBLIC SCHOOLS**

**and**

**COMSTOCK EDUCATIONAL PROFESSIONAL ADMINISTRATIVE ASSISTANTS  
ASSOCIATION**

July 1, 2010 – June 30, 2012

This Agreement entered into this first day of July, 2010, and ends on the last day of June, 2012 by and between the Comstock Board of Education, hereinafter called the “Employer”, and the Comstock Educational Professional Administrative Assistants Association, hereinafter called the “Association.” The Employer recognizes the Association as the sole and exclusive bargaining representative for all classifications covered under the administrative assistant’s agreement. The executive administrative assistant 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 (2<sup>nd</sup>) paycheck of September and the second (2<sup>nd</sup>) paycheck of January, for each fiscal year of employment. Amount to be determined by the Association. If an Employee fails to designate written approval for deduction, 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 Article I, paragraph B 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 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 forty (40) workdays. 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 twenty (20) workdays 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. Layoff defined: layoff shall be defined as a reduction in the work force beyond normal attrition due to a shortage of work, funds, or change in program.
2. When the Employer is to reduce or eliminate a position in the Association, the President of the Association will be notified prior to action.
3. Employees to be laid off or reduced in hours will receive written notification as soon as determined by the Board of Education but not less than ten (10) work days to the effective date.

#### B. Seniority

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

1. 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. In the event of a permanent reduction in hours by more than five (5) hours per week, eliminated position, or a layoff, the Employee with the least seniority in the classification and lower classifications shall be reduced or laid off provided there are other Employees who are qualified by knowledge, experience, performance, and are available to perform the duties of the laid off Employee.

When a classification is reduced and the Employee laid off is in a lower classification, the Employee with the least seniority in that 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.

In the event of employee layoffs, staff reductions or outsourcing of the entire unit, the following severance package will be provided to bargaining unit members affected by the staff reductions. This severance package will only apply to a bargaining unit member who loses their position entirely. This article will not apply to bargaining unit members who have a reduction of hours or days. The severance package payout will be as follows:

- 15+ years of service with the district – 3 months insurance or cash in lieu and 4 weeks of pay.
- 10 – 14.9 years of service with the district – 3 months insurance or cash in lieu and 3 weeks of pay.
- 5 – 9.9 years of service with the district – 2 months insurance or cash in lieu and 2 weeks of pay.

0 – 4.9 years of service with the district – 1 month of insurance or cash in lieu and 2 weeks of pay.

The displaced employee may elect the cash in lieu of insurance at the district contribution level of their current coverage election. For example a displaced employee receiving full family health insurance with 15 years of service could elect to receive the cash equivalent of 3 months of insurance at the district contribution rate.

The insurance payment will be for health insurance only and at the district contribution rate at the time the lay-off was implemented.

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. An Employee shall maintain classification seniority status due to layoff.

## ARTICLE 4

### TRANSFER

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

#### A. Voluntary Transfer

1. All positions will be posted internally and externally for a minimum of five (5) working days.
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.
3. Employees who are granted a voluntary transfer shall be given a twenty (20) workday 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 voluntarily transfers 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

1. The Association President shall be notified when an Employee is temporarily transferred outside his/her classification. He/she 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 workdays.

#### C. Promotion

1. When an Employee is transferred to a higher classification, he/she will be compensated at the pay rate commensurate with the classification and seniority of the Employee.



## 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, for up to one (1) year of any open position(s) by registered mail to his/her last address listed with the Employer.

#### B. Right to Recall

1. Employees will be interviewed in the reverse order of layoff for any open position(s).
2. If the Employee does not meet the qualifications and requirements, they will remain on layoff.
3. When an Employee on 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. Any 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. Dependent Care

The Employer may, at its discretion, grant leaves without pay for either dependent 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/Adoption Leave

1. The Employer will grant, upon request, a maternity/adoption leave, without pay, to seniority Employees, not to exceed one (1) year. The request must be made not less than sixty (60) 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 June 30<sup>th</sup>.
2. As of July 1<sup>st</sup> each year, Employees will be credited with correct amount of sick days, as based upon individual assignment, up to but not to exceed one hundred fifteen (115) 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.
  - c. The first day of the illness of the spouse, child, parents, grandparents, 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.
  - d. Medical doctor or dental appointment for the Employee. Medical appointments for the employee will be taken in not less than two (2) hour blocks of time.

#### 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 accumulate to a maximum of five (5) personal leave days. Additional personal leave days earned shall be added to the Association member's personal sick leave accumulation.

C. Funeral Leave

1. Immediate family (spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchild, grandparent, grandparent-in-law). Five (5) days funeral leave may be taken with pay.
2. Employees may upon request have time off to attend the funeral of extended family or close personal friend. Such time off shall not exceed two (2) day. This time will be deducted from 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 conduction 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 appropriate steps 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 not to include MIP Retirement payments.
- D. If an Employee elects to work on a holiday, he/she will receive their holiday pay plus their regular pay. However, no employee will be required to work during a holiday.
- E. Overtime/Compensatory Time

Both the Employer and the Association recognize that due to temporary excessive service demands or unforeseen circumstances, work beyond the normal work day may be necessary. The Employer may direct an employee to work beyond the normal work day. Such employee will be granted either an equal amount of time as compensatory time or paid their normal hourly rate. As employees covered by the Fair Labor Standards Act (FLSA), Association members physically working in excess of 40 (forty) hours in one week will either be granted compensatory time at the rate of one and one-half times the number of hours worked over 40 (forty) or shall be paid overtime pay at the rate of one and one-half times their regular hourly rate of pay, as set forth in the Basic Compensation Scale. All overtime must have the approval of the Employee’s immediate Administrative Supervisor and the Executive Director of Finance and Operations.

The Employer will make every attempt to give the employee advance notice of the need for work beyond the work day. Both the employee and his or her supervisor shall consider the needs of the district and the desires of the employee and attempt to schedule the use of compensatory time as soon as possible. Any compensatory time which is not used by the end of the employee’s work year shall be reclassified as personal leave time, provided that such personal leave time does not exceed the limits on accumulation imposed by Article 8, Section B, in which case, the additional compensatory time shall be added to the employee’s sick leave. If the addition of this compensatory time to sick leave causes the employee to exceed the limits on accumulated sick

leave imposed by Article 8, Section A, the additional compensatory time which exceeds the sick leave limit shall be added to the employee's Vacation time to be taken in the next contract year.

F. Retirement

Employees having completed fifteen (15) years of service and upon retirement from regular employment shall receive One Thousand Dollars (\$1,000) in appreciation of 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. This benefit shall be figured proportionately on 32 hours as full-time employment.

H. Longevity

1. Each Employee shall be granted longevity pay after completing five (5) years of continuous secretarial service at the rate of \$40 per year of service. This compensation shall be paid once per year on the first pay in December.
2. Upon retirement or termination of employment, earned longevity will be paid.

## ARTICLE 10

### INSURANCE

#### A. Elective Insurance

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

##### 1. Health Coverage

##### Years 2010-11 and 2011-12

The District will pay the following monthly amounts for health insurance with the employee paying any amount which exceeds the stated amounts:

Single	\$550.75
2 Person	\$1,183.85
Full Family	\$1,480.69

If the insurance plan chosen by the employee is less than the above stated amount, the employee will receive the difference as additional compensation.

Each year, as soon as possible after the rates for the following year are announced by the Association's insurance carrier, but no later than May 1<sup>st</sup>, Association members will be given a listing of alternative insurance plans in which they may enroll. In the event that they are not provided this list with sufficient time to enroll in an alternative plan with an effective date of July 1<sup>st</sup>, any increases in premiums that exceed the above stated District contribution amount will be shared equally between the Association Member and the District until the date in which the alternative plans can take effect.

For employees hired after 7/1/04 the district contribution will be limited to \$550.75 (100% of the 2008-09 single subscriber PPO rate). All employees in the unit prior to 7/1/04 will be grandfathered at the applicable rate negotiated between the Association and the District.

##### Cash in Lieu of Health Coverage/Annuity

##### Years 2010-11 and 2011-12

In lieu of Health Coverage, employees may elect to receive additional compensation from the District equivalent to the 2008-09 annual premium for Single Subscriber PPO Health Coverage (\$550.75). The employee will decide how this annual compensation is to be paid from the following options:

- Cash in lieu of Health Coverage divided equally over pay periods in that fiscal year.
- Annuity Payment - 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.

- Section 125 Flexible Benefit Plan (Medical or Dependent Care (up to amounts allowed by laws governing these plans and Employer-imposed limitations)
- Payment of TDP Contract through the Office of Retirement Services (ORS) to purchase years of service toward retirement
- Purchase of Insurance OPTIONS offered by Insurance carrier (e.g. Short Term Disability, Term Life Insurance, etc.) not included in Health Coverage
- OR any combination of the above options

B. Life Insurance

With the exception of twelve (12) month administrative Employees hired prior to 1973, all Employees shall have provided to them a fifteen thousand (\$15,000) 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 90<sup>th</sup> consecutive calendar day of an accident or illness, causing loss of time. The employee, upon receiving monies from Long-Term Disability, is responsible for paying taxes on LTD income.

D. Dental

The Board shall pay the premiums toward dental insurance at 80-80-80 coverage.

E. Flexible Spending Plan

The Board will offer a "FLEXIBLE SPENDING PLAN" to all Association members. This plan will allow employees to pre-select a certain amount of money to be set aside from their income before taxes to be used for medical expenses or dependent care. This will be controlled by the law that allows this type of pre-tax spending.

## ARTICLE 11

### DISCIPLINARY ACTION

A. The Association recognizes the Employer's duty to maintain good discipline for the efficient operation of the school. To this end, the Employer reserves the right to discipline and discharge an Employee 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 with signatures of the Employee's supervisor and the Employee required on all written documentation placed in a file.

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 and written documentation will be placed on file.

C. Restoration of Status

After an Employee has been formally disciplined, the Employee may earn restoration of his/her status as an Employee in good standing. For each year of employment after the last discipline step, the Employee shall be moved back one (1) step in the progression discipline procedure until the Employee is considered to be at step one. Unless the Employee is notified when the discipline is initially rendered that the seriousness of the offense is so great that the disciplinary action will not be removed from the file, all references to a disciplinary action shall be removed from an Employee's record after three (3) years of service without disciplinary action. It shall be the Employee's responsibility to request such be removed at the end of three (3) years.

## ARTICLE 12

### GRIEVANCE PROCEDURE

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:

- A. **LEVEL ONE** – An Employee with a complaint shall discuss the problem with his/her immediate supervisor. The aggrieved party may have a representative from the Employee Association present at said conference. If after five (5) working days, the complaint is not resolved, the Employee may file a written grievance with a copy for their supervisor and a copy to the President of the Association. When the grievance is submitted in writing it must include the following:
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.
- B. **LEVEL TWO** – If the grievance is not satisfactorily resolved by the immediate supervisor, the grievance will be forwarded to the Superintendent of schools. Within five (5) working days, the Superintendent or his designee, shall call a joint meeting with the aggrieved party, an Association representative, and a representative of the Superintendent's choice, for the purpose of resolving the grievance. Within five (5) working days of meeting, the Superintendent or his designee shall forward his/her decision in writing to the aggrieved party with a copy to the Association President.
- C. **LEVEL THREE** – If the grievance has not been satisfactorily resolved, the aggrieved party may, within thirty (30) calendar days, request that the grievance be submitted to arbitration before the American Arbitration Association in accordance with its rules and regulations. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of the Agreement. The costs of arbitration shall be shared equally by the parties unless the arbitrator in his/her sole judgment shall otherwise decide.
- D. **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. Wages are determined and classification levels may be determined during contract negotiations.
- B. As Requested by an Association member in writing to the Association President, a classification can be reviewed by a review panel, but not to exceed one time a year.

The review panel shall consist of five (5) voting members: two (2) administrators appointed by the Superintendent, two (2) Association representatives, appointed by the Association President, and a person mutually agreeable to the Superintendent and the Association President. The review panel shall convene within thirty (30) business days after the written request of the Association member. The review panel shall elect a chairperson and a secretary from the panel membership.

- C. The review panel shall have the right to discuss the classification of all positions in the bargaining unit. Upon the request of any association 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 the Employee reports to.
  - 5. The independent judgment and responsibility required.
  - 6. The degree of confidentiality required.
  - 7. Stress factor.
  - 8. Essential functions of the job.

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, within five (5) days, along with the evaluation and rationale for the decision to the Superintendent, and Association President. The Superintendent will notify the Employee affected by the change within five (5) days. Changes recommended by the panel shall be effective no later than five (5) days after notification by the Superintendent.

II. 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 the panel's decision to the Board of Education within five (5) days of receipt by forwarding a request in writing to the Superintendent.

III. NEW POSITIONS

1. 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.
2. 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 (2<sup>nd</sup>) paycheck of September and the second (2<sup>nd</sup>) 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 workday, 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 one complete TB test at no cost to the Employee, as required 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. All Employees of the Association will have on file with the Association President a written job description. Updates in said job description will be forwarded to the Association President.
- H. Employees must be scheduled to work at least thirty-two (32) hours per week to be considered full-time.
- I. All overtime must have prior approval of the Employee's immediate supervisor and the Executive Director of Finance and Operations.
- J. No Employee will be required to work during a holiday.
- K. Each Employee's check-stub shall reflect total available sick days and personal days, as current as possible.
- L. Each Employee will have a written evaluation on file in the Superintendent's office annually.
- M. Association positions will not be posted in combination with other paid positions in the district.
- N. The building principals will furnish their administrative assistant with a current list of the persons who are responsible for emergency decision-making in the principal's absence.



**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 2010, and the terms and provisions thereof shall remain in full force and effect through and including the 30<sup>th</sup> day of June 2012, 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 2012.

ASSOCIATION WITNESSES:

FOR THE EMPLOYER:

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## CLASSIFICATION AND BASIC COMPENSATION

### SCHEDULE "A"

A. Classification

CLASSIFICATION I

Administrative Assistant to Exec Director of  
Finance & Operations/Personnel  
General Accounting  
Payroll  
Administrative Assistant to Principal  
Administrative Assistant to Director  
Administrative Assistant to Assistant Principal  
Administrative Assistant to Supervisor  
Guidance Office Administrative Assistant

CLASSIFICATION II

Administrative Assistant to Athletic Director  
Supportive Administrative Assistant in an Office  
Media Assistant

- B. Time sheets will be submitted by Employees to their supervisor at two-week intervals throughout the work year. Time sheets will detail the hours physically worked by the employee, as well as clearly note any compensatory time or overtime earned. If sick leave, personal business, funeral, jury duty, floating holiday, or vacation days are used, or if compensatory time is used; the Employee will submit an appropriate "Absence Approval Form" to their supervisor and indicate the reason for the absence on their time sheet.

C. BASIC COMPENSATION SCALE

1% Increase in Salary Schedule for both 2010-11 and 2011-12:

	2009-10		2010-11		2011-12	
	I	II	I	II	I	II
PROBATION	\$14.37	\$12.97	\$14.51	\$13.10	\$14.66	\$13.23
BASE	\$15.31	\$14.04	\$15.46	\$14.18	\$15.62	\$14.32
2 <sup>ND</sup> YEAR	\$16.20	\$14.93	\$16.36	\$15.08	\$16.53	\$15.23
3 <sup>RD</sup> YEAR	\$17.14	\$15.91	\$17.31	\$16.07	\$17.48	\$16.23
TOP	\$17.31	\$16.06	\$17.48	\$16.22	\$17.66	\$16.38

**SCHEDULE “B”**

A. Vacation for Employees working 1, 950 or more hours per year:

1. Vacation days may be taken as follows:

<u>Year of Employment</u>	<u>Weeks of Vacation</u>
First	None
Second	One
Third – Fifth	Two
Sixth – Ninth	Three
Ten plus	Four

2. Application

- a. NEW EMPLOYEES MUST COMPLETE ONE YEAR OF SERVICE BEFORE ANY VACATION DAYS MAY BE USED.
- b. Vacation days will be calculated from the Employee’s original hire-in-date if said Employee has moved from a less-than 1,950 hours per year Employee to a more-than 1,950 hours per year Employee.
- c. Employees changing from a less-than 1,950 hour per year position to a 1,950 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 1,950-or-more hours per year position. This vacation time may be utilized after the probation period has been completed.
- d. Except in case of an emergency, a request for vacation shall be made not less than 48 hours prior to vacation date.

B. Vacation for Employees Working Less-Than-1,950 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 utilized as follows:

<u>Year of Employment</u>	<u>Days of Vacation</u>
First	None
Second	One
Third – Fifth	Two
Sixth – Eleventh	Three
Twelfth – Fifteenth	Four
Sixteenth – Nineteenth	Five
Twentieth plus	Six

- C. Any unused earned vacation days will be paid upon an employee’s retirement or termination of employment.

D. Employee Holidays

1. Firm Holidays

- a. Independence Day (For Employees scheduled to work the week of July 4<sup>th</sup>)
- 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. Friday before Spring Break
- j. Memorial Day

2. Variable Holidays

- Holiday #1
- Holiday #2
- Holiday #3
- Holiday #4 (For Employees with 11 or more years of employment)

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