

AGREEMENT

between
Comstock Public Schools
and
Comstock Educational
Professional
Administrative Assistants
Association

2014 - 2015
2015 - 2016

ARTICLE I
ASSOCIATION MEMBERS RESPONSIBILITIES

AGREEMENT

between

COMSTOCK PUBLIC SCHOOLS

and

**COMSTOCK EDUCATIONAL PROFESSIONAL ADMINISTRATIVE ASSISTANTS
ASSOCIATION**

July 1, 2014 – June 30, 2016

This Agreement entered into this first day of July, 2014, and ends on the last day of June, 2016 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 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.

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

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 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 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.

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.

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.

Cash in Lieu of Health Coverage/Annuity

Years 2014-15 and 2015-16

In lieu of Health Coverage, employees may elect to receive additional compensation from the District equivalent to the Board approved state mandated amount for a Single Subscriber, currently \$5,500 annually. 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 90th 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.

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 13

CLASSIFICATION AND POSITION

1. 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.

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.

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 2014, and the terms and provisions thereof shall remain in full force and effect through and including the 30th day of June 2016, 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 2016.

ASSOCIATION WITNESSES:

Stephanie R. White
Association President

ADMINISTRATION:

[Signature]
[Signature]

C. BASIC COMPENSATION SCALE

Association members will receive a .75% Increase in Salary Schedule for the 2014-15

	2013-14		2014-15		2015-16	
	I	II	I	II	I	II
PROBATION	\$14.96	\$13.49	\$15.07	\$13.59	\$15.22	\$13.73
BASE	\$15.94	\$14.61	\$16.06	\$14.72	\$16.22	\$14.87
2ND YEAR	\$16.87	\$15.53	\$17.00	\$15.65	\$17.17	\$15.81
3RD YEAR	\$17.83	\$16.55	\$17.96	\$16.67	\$18.14	\$16.84
TOP	\$18.02	\$16.71	\$18.16	\$16.84	\$18.34	\$17.01

Association members will receive a 1% pay increase for the 2015-2016 contract though it will only be implemented if the district's student enrollment is greater than the 2014-2015 fall enrollment and the state per pupil foundation grant and unrestricted categorical funding remains the same or increases. If these contingencies occur, this salary schedule will apply after the fall count is confirmed, otherwise the contract will be reopened for economic items only.

D. Signing Bonus Lump Sum payment: Each employee is to be paid a one-time lump sum signing bonus as per payroll calculations on the November 14, 2014 pay period.

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 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. 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.