



# **COMSTOCK PARK PUBLIC SCHOOLS**

**CONTRACT AGREEMENT**

**BETWEEN**

**THE COMSTOCK PARK SCHOOL BOARD**

**AND**

**COMSTOCK PARK EDUCATIONAL  
EMPLOYEES ASSOCIATION  
(CPEEA)**

**KCEA ~ MEA ~ NEA**

**(EDUCATIONAL SUPPORT PERSONNEL)**

**2007-2010**

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## **AGREEMENT**

This Agreement entered into on this 1st day of July, 2007 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, mechanics, custodial and grounds, educational assistants, secretarial, clerical and copy machine operators, food service and transportation employees (hereinafter referred to as "employee(s)", excluding Supervisory employees and all Central Office personnel. Substitute bus drivers shall have no rights to move to another classification regardless of seniority. This shall apply to filling vacancies, bumping in layoff situations and recall.

### **ARTICLE 2 AID TO OTHER UNIONS**

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

### **ARTICLE 3 UNION SECURITY**

#### **A. MEMBERSHIP CONTINUING**

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

#### **B. MEMBERSHIP NEW**

Employees covered by this agreement shall, as a condition of employment, either become members of the Union or pay the Union's designated service fee. The District shall notify the Union treasurer of newly hired bargaining unit members within ten (10) days of their first day of work.

#### **C. NON-MEMBERS**

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

#### **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.



### **ARTICLE 3 UNION SECURITY (Continued)**

#### **E. INDEMNIFICATION CLAUSE**

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

#### **F. RELEASED TIME - LEAVE FOR UNION BUSINESS**

##### **1. Association Meetings**

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

##### **2. Conferences, etc.**

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

#### **G. SUBCONTRACTING**

Should the Board make the decision to subcontract any support services, the Association shall be notified at least forty-five (45) days prior to requesting bids for such services. Should the law be amended to allow for the negotiations of subcontracting language, the parties shall immediately meet at the request of the other side to begin negotiations on successor language.

### **ARTICLE 4 UNION DUES AND REPRESENTATION FEE**

#### **A. UNION DUES**

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

#### **B. REPRESENTATION FEE**

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

#### **ARTICLE 4 UNION DUES AND REPRESENTATION FEE (Continued)**

C. WHEN DEDUCTIONS BEGIN

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

D. REMITTANCE OF DUES FEES TO FINANCIAL OFFICER

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

E. TERMINATION OF CHECK-OFF

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

F. NEW POSITIONS

Any new positions created during the life of this agreement will be added to the unit providing it is similar to any position heretofore recognized. When mutual agreement is not reached regarding new positions, the decision will be referred to MERC.

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.

**ARTICLE 5 STEWARDS AND ALTERNATE STEWARDS (Continued)**

E. IDENTIFICATION OF STEWARDS

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

**ARTICLE 6 SPECIAL CONFERENCES**

A. SCHEDULING

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

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.

## **ARTICLE 7 GRIEVANCE PROCEDURE (Continued)**

### **1. INFORMAL**

An employee may, within ten (10) Central Office business days of the occurrence of the event upon which the grievance is based, orally discuss this matter with his/her principal or immediate supervisor with the objective of resolving the matter informally.

### **2. LEVEL ONE**

a. 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 principal or immediate supervisor within fifteen (15) Central Office business days of the occurrence of the grievance.

b. Within ten (10) Central Office business days of the filing date, the principal or immediate supervisor will meet with the aggrieved and/or representative in an effort to resolve it. A written answer shall be given within five (5) Central Office business days after such meeting expressing written disposition with a copy of the grievance returned to the aggrieved.

### **3. 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) Central Office business days thereafter be transmitted to the Superintendent or designee stating the reason to pursue the grievance to Level Two. At this level the grievance form or written notification must be co-signed by the aggrieved and the Union except as provided by Act 379.

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

### **4. LEVEL THREE - ARBITRATION**

a. If the decision at Level Two is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Union to the Superintendent within thirty (30) calendar days after receipt of the Level Two decision. If the Board and the Union cannot agree upon an arbitrator within ten (10) days from the date the Superintendent receives the written notice, the matter will be submitted to MERC for settlement under their rules of binding arbitration.

b. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this agreement and to determine disputes involving the application or interpretation of the express provisions of this agreement. The arbitrator shall construe this agreement in a manner that 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.

**ARTICLE 7 GRIEVANCE PROCEDURE (Continued)**

- d. The losing party shall pay the fees and expenses of the arbitrator. If there is a split decision, the arbitrator shall decide the payment of his/her expenses. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
  - e. All arbitration hearings shall be held in the school district.
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 unless the nature of the employee misconduct warrants immediate removal of the employee from the premises.

B. DISCHARGE AND DISCIPLINE

Should the discharged or disciplined employee consider the discharge or discipline to be improper, a grievance may be submitted by the employee in writing at Level Two 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. This section and the arbitration step of the grievance procedure will not apply to the mandatory termination of employment as required by law.

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. The parties recognize that material regarding unprofessional conduct cannot be removed regardless of any agreement to the contrary.

F. NON-DISCRIMINATION

No employee shall be discriminated against based on his/her age, race, national origin, color, sex, marital status, handicap, or religion by the Board. The duty to provide reasonable accommodation under this agreement shall be interpreted in a manner consistent with the American Disabilities Act. (ADA)

G. FILES

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

**ARTICLE 8 DISCHARGE AND DISCIPLINE (Continued)**

H. SECURITY CAMERAS

Security cameras will not be used in the evaluation process, but may be used for disciplinary action. However, disciplinary actions may be used in the evaluation process.

**ARTICLE 9 PROBATIONARY PERIOD**

The probationary period for each new employee shall be sixty-five (65) employee working 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. Seniority for substitute bus drivers shall be from the first date of actual work, except for those drivers who accreted to the Union on 7-1-91. In the event more than one employee has the same seniority date, a tiebreaker shall be determined using the last four digits of the employee's social security number, with the highest number ranked highest, effective July 1, 1992.

B. PROBATIONARY EMPLOYEES

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

C. SENIORITY LISTS

1. Classifications

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

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

2. Posting

- a. The Board and the Association shall prepare and post conspicuously in all buildings of the District an official seniority list by January 15 each year. This list shall be displayed throughout the remainder of the school year.

- b. During each school year the Board and the Association shall amend the seniority list as changes occur, incorporating the changes into a new list to be posted by January 15<sup>th</sup>. Any amended seniority list shall be made available to any Association member upon request.

#### **ARTICLE 10 SENIORITY (Continued)**

- c. An employee who feels that his/her seniority is inaccurately posted must challenge their seniority listing by March 1 in order to be considered for a seniority adjustment. If changes are made in any employee's seniority list or any new hires are added after January 15, a revised list will be posted by the end of the school year.

#### **D. LOSS OF SENIORITY**

Seniority shall be lost for any of the following reasons:

1. If the employee quits.
2. If the employee retires.
3. If the employee is discharged.
4. If the employee is absent for three (3) consecutive working days without properly notifying the Supervisor, unless it was impossible for the employee to submit such notification.
5. If the employee does not return from leave of absence within three (3) working days after the leave expires without notifying the Supervisor unless it was impossible for the employee to submit such notification.
6. If the employee is laid off for more than twenty-four (24) months. The employee shall be responsible for keeping his/her address current with the Board. The Board's obligation is limited to sending the recall notice to the address on file.
7. If the employee does not return to work within ten (10) working days after the date of recall, extension of the ten (10) days will be subject to notification of the need for the extension within the ten (10) day period to the superintendent for approval.
8. 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 11 SHIFT PREFERENCE**

##### **A. REQUEST**

1. Once in the life of each contract, on or before August 1, each employee may request a shift preference providing there is more than one (1) shift in the classification in which the employee works. Assignment to shift preference shall be in accordance with the provisions of Article 14 b. The normal shift times are second shift from 3:30 p.m. until 11:30 p.m. and third shift from 11:30 p.m. until 7:30 a.m. with an allowable time change up to one and one-half (1 ½) hours. Employees will be paid at the shift level that the majority of their hours occur.
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.

#### **ARTICLE 11 SHIFT PREFERENCE (Continued)**

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

#### **C. LAYOFFS/SHIFT CHANGES**

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 that he/she can satisfactorily perform.

#### **C. LAYOFF PROCEDURES**

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

##### **1. Layoff Order**

In the event of a layoff, the person with the least seniority in the classification, regardless of shift, will be laid off first, providing there are remaining employees who are qualified to perform the remaining work.

##### **2. Efforts to Avoid Layoffs**

The Board may accept requests for voluntary layoffs, unpaid leaves and voluntary reductions in hours in the classifications being reduced. Such voluntary layoffs shall not affect the employees recall rights.

##### **3. Probationary Employees**

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



4. Non-probationary Employees

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

Employees who have been reduced from their classification shall have the right to bump a lesser senior employee within his/her classification group occupying a position within the same benefit level or a lower level.

**ARTICLE 13 LAYOFF AND RECALL (Continued)**

An employee bumped by the operation of the above sentence shall have the right to bump a lesser senior employee within his/her classification group occupying a position within the same benefit level or a lower level.

Each subsequent employee bumped by the operation of the above sentence shall have the same bumping rights as the above.

An employee with insufficient seniority to bump within his/her classification group shall be laid off, unless said employee has previously accumulated seniority within another classification group, in which case the employee may bump according to the provisions of this paragraph and transfer all seniority.

5. Necessary Qualifications

The layoff procedure is contingent upon remaining employees in the affected classification 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. In no case shall an employee be able to bump into another classification if he/she has never had seniority in that classification.

6. Special Conference

A layoff will not be affected 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 thirty (30) calendar days notice. Layoffs for the following school year shall be notified thirty (30) calendar days before the last day of school.

7. Loss of Hours

a. In the event an employee is faced with the prospect of losing hours as compared to the previous year, the employee shall have the right to exercise seniority within the classification or any classification in which the employee has worked to attempt to receive a job with more hours. From the start of the school year and up to October 15<sup>th</sup>, the employer will not reduce hours across more than 20% of the employees of a classification in lieu of layoff due to economic reasons. After October 15<sup>th</sup>, the employer will reduce hours of the least senior employee of a classification in lieu of layoff due to economic reasons.

b. If the hours of an employee who works less than twelve (12) months per year are reduced, resulting in a loss of benefits, and no comparable position exists within the same classification in which the hours were reduced, the employer shall offer the employee an existing bargaining unit position (if any) held by another less than twelve (12) month employee with less seniority in the same or another classification, to restore the hours necessary to qualify for benefits with the least disruption possible. An employee whose hours are reduced will not be assigned a combined position with conflicting hours. The employee must be qualified for the position in which the

additional hours will be assigned. If hours are later restored in the employee's prior classification, the employee will be reassigned to that classification.

8. Educational Assistants

Any educational assistant who has not worked as a special education or healthcare educational assistant shall not be able to bump into one of those positions unless he/she has either previously worked in such a position and/or has taken training for those positions as determined by the Educational Assistant Training Committee. This provision shall not apply if the employee has not been afforded the opportunity to take such training.

**ARTICLE 13 LAYOFF AND RECALL (Continued)**

D. PROBATIONARY EMPLOYEES

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

E. RECALL PROCEDURE

1. Seniority

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

2. Notice

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

3. Rejecting Recall

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

4. Return to Full Positions

When an employee involuntarily loses a portion of his/her position and that position is reinstated, he/she shall be entitled to that position without posting.

F. SENIORITY APPLICATION TO MULTIPLE JOB EMPLOYEES

Employees shall not apply district-wide seniority to more than one job classification at the same time. Seniority will be in the classification with the most hours. If hours are equal, the employee must declare the classification of seniority. 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 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. Positions may be adjusted up to forty-five (45) minutes as needed to accommodate schedule changes without posting. Added time shall be in accordance to the employees current position. Vacancies known to be of two (2) weeks or longer shall be posted. Every effort will be made to have an advance posting for known vacancies. A previously new position will be reposted if the hours increase beyond the initial posting and the increased hours qualify for additional benefits within one year of the initial posting. Summer postings will remain on the designated web site for no less than two (2) weeks. Employees who wish to receive summer postings via U.S. Mail should notify the Superintendent's Office prior to the end of the school year. 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.

Job postings shall be from approved job descriptions and shall include the expected first day of work for the successful applicant. If the successful applicant is a current employee, the successful applicant must be in the new position and working no less than ten (10) working days after the termination of the five (5) day posting. The Board shall have the right to withdraw the posting for any reason prior to ten (10) working days after the termination of the five (5) day posting.

## **ARTICLE 14 JOB POSTING (Continued)**

### **B. ASSIGNMENT**

#### **1. Requirements**

The most senior applicant who meets the minimum requirements, including specific skills, experience, and over-all ability, shall be granted a four (4) week trial period which may include up to a two (2) week training period at the beginning when mutually agreed upon by the Association and the Administration. In filling custodial vacancies, seniority within the custodial classification shall be the first factor considered (i.e., no employee from another classification shall be considered unless no custodial employee has applied for the vacancy). Custodial seniority may not be used in filling vacancies outside the custodial classification unless no other bargaining unit member applies. Regardless of how a vacancy is filled, the employee will bring his/her full seniority into that classification.

#### **2. Trial Period and Notification of Applicants**

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

#### **3. Limit on Applications**

- a. An employee who has been unable to perform the duties of a particular position shall not be able to select that position again until such time as he/she has received additional training or the position has changed. The specific deficiencies and methods of improvement shall be provided to the employee.
- b. An employee granted a position under this article or electing to return to his/her former position under the terms of section B shall be prohibited from applying for the same position for a period of twelve (12) months from the effective date of assignment in the posted position. This prohibition shall not apply in instances where the position would constitute an increase in hourly pay rate or increase in hours for the affected employee.

### **C. DISAGREEMENT**

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

### **D. RATE OF PAY**

During the trial period, the employee will receive the rate for classification of the position he/she is performing. If an employee moves to a classification with a higher maximum rate, the employee shall be

placed on the lowest rate of pay for that classification that 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 that corresponds to the step on which the employee was on prior to the move.

E. INVOLUNTARY TRANSFER

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

**ARTICLE 14 JOB POSTING (Continued)**

2. Prior to making an involuntary transfer, the effected employee will meet with the supervisor to discuss concerns and reasons for a consideration of move. Efforts will be made to assist employees in correcting the concerns. All concerns will be documented.
3. Prior to the move, the effected employees will meet with the supervisor and be provided with reasons for the move.

**ARTICLE 15 LEAVES WITHOUT PAY**

A. LEAVES AND REQUIREMENTS

1. Mandatory Leaves

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

- a. Serving in any public or Union position.
- b. Child Care - Such leave may be extended for a reasonable period of time at the discretion of the Superintendent.
- c. Illness leave (physical or mental).
- d. Prolonged illness in the immediate family defined as spouse, child or parent.
- e. Peace Corps or Military Service (provided the employee is drafted).
- f. Return from leave shall be to the employee's former position if at semester. Returns mid-semester shall be to the classification only. At semester, the employee will be returned to his/her former position. Should the former position no longer exist, the employee's rights are limited to the right to return to the classification.

2. Permissive Leaves

Leaves of absence for reasonable periods may be granted without loss of seniority under the following conditions:

- 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.

- d. Conditions for return from leave shall be determined by the employer and shall be specified at the time of the leave.

B. APPLICATION FOR LEAVE OF ABSENCE

An application requesting a leave of absence must be submitted to the Superintendent no later than three (3) weeks prior to the time the leave is to commence, provided, however, on proper cases, exceptions may be made by the administration. The request for 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.

**ARTICLE 15 LEAVES WITHOUT PAY (Continued)**

C. FRINGE BENEFITS

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

D. RETURNING FROM LEAVE

Employees returning from a 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 16 LEAVES 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 1360 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. Should a bargaining unit member run out of sick leave, he/she must use his or her accumulated vacation leave before asking for unpaid leave. If vacation is used, the bargaining unit member shall be eligible for unpaid vacation time subject to the conditions of Article 21. Sick leave shall be charged on an hourly basis and may be used for the following reasons:

1. Use For Self

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

2. Use For Family

Leave time may be used for illness or injury of a member of the immediate family. After the fifth (5<sup>th</sup>) and the tenth (10<sup>th</sup>) days and as requested by the Superintendent or Superintendent's designee, the employee will communicate the employee's family member's circumstance. This leave may also be used for doctor's appointments for immediate family members which cannot be scheduled outside of working hours, provided the appointment is in conjunction with the above mentioned illness or injury.

3. Proof of Illness

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

4. Sick Leave Bank

There will be a common sick bank for all CPEEA employees and all Administration/Central Office employees. Individual participation in the bank will be voluntary.

A committee composed of six (6) voting members will govern the sick bank. Four (4) shall be selected by the CPEEA and Administration/Central Office employees shall select two (2). The payroll employee may participate in a non-voting capacity or be one of the Administration/Central Office employees committee members. The governing committee will establish policies for sick bank operation.

**ARTICLE 16 LEAVES WITH PAY (Continued)**

Policies to be incorporated into the sick bank will include:

- a. Amount of days available shall be limited to the number of days required for an employee to reach Long Term Disability (LTD) or equivalent for those without LTD.
- b. Use of the sick bank will be revisited after one (1) year.
- c. Donation is limited to one day per employee per year.
- d. Decisions by the sick bank committee are final. However, employees may appeal that decision to the committee.
- e. Eligibility to draw from the bank requires exhaustion of all paid leave, a minimum of ten (10) days in the employees individual sick bank and a five (5) day unpaid waiting period.
- f. For donation purposes, a day received and given by the bank shall be equal to a day regardless of rate of pay or hours worked.
- g. Existing days in the sick bank will be combined.

5. Return from paid leave shall be to the employee's former position. If the position no longer exists, the employee's rights are limited to the right to return to the classification.

B. PERSONAL BUSINESS

Each employee is allowed three (3) days per year for personal business. The first personal day shall not 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 that require the employee's absence from the job.
4. The five (5) days may be extended without pay upon approval of the administration. Immediate family shall be defined as mother, father, wife or husband, son or daughter. Three (3) days per incident shall be granted for other family members, i.e., brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, or other members residing in the employee's household.

**ARTICLE 16 LEAVES WITH PAY (Continued)**

E. SEVERANCE/RETIREMENT

1. Retirement

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

\$30.00 per day up to a maximum of one hundred and ten (110) days (One-half {1/2} that amount for employees working less than four {4} hours per day).

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

\$20.00 per day up to a maximum of one hundred (100) days (One-half {1/2} that amount for employees working less than four {4} hours per day).

**ARTICLE 17 WORKING HOURS**

A. EMPLOYEES OTHER THAN CUSTODIAL/MAINTENANCE AND BUS DRIVERS

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

The following employees will adhere to the above schedule:

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

2. Secretarial minimum guaranteed days will be as follows:
  - HS and North Kent Principal Secretaries 205
  - HS Counseling, Special Education, Elementary and Mill Creek Principal Secretaries 202
  - HS Attendance and Additional Elementary and Mill Creek Secretaries 197

B. CUSTODIAL AND MAINTENANCE

1. Work Day/Week

The normal workday 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 workweek shall consist of forty (40) hours per week, Monday through Friday, unless normally scheduled otherwise. The district may employ no more than one part-time custodian. The District may employ a full or part time custodian to work Tuesday through Saturday. No existing employee shall be transferred to work Tuesday through Saturday without mutual agreement.

2. School Closings

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

**ARTICLE 17 WORKING HOURS (Continued)**

3. Four Day Work Week

- a. Maintenance employees may elect the four (4) day week with staggered schedules to provide coverage Monday through Friday.
- b. Mechanic employees may elect the four (4) day week.
- c. Custodial staff electing the four (4) day week shall be staggered to provide maximum coverage.
- d. The four (4) day/forty (40) hour week and move to the first shift will begin one (1) calendar week after the end of school in June and shall end two (2) full weeks prior to the start of school. The custodians may work their normal shift times or an optional shift of 12:30 p.m. to 9:00 p.m. the first week following the end of the school year and two (2) weeks prior to the beginning of school. On the Thursday before the Friday Labor Day Holiday, custodians will be allowed to work an optional 7:00 a.m. to 3:30 p.m. shift unless orientation is no longer conducted on Wednesday.
- e. Fourth of July is an eight (8) hour holiday. The parties shall work out hours of work to reach forty (40) hours that week.

4. Non-student Days and Snow Days

- a. On snow days custodians may work their regularly scheduled shift or an optional 7:00 a.m. to 3:30 p.m. shift.
- b. On non-student days custodians may work their regularly scheduled shift or an optional 7:00 a.m. to 3:30 p.m. shift as long as events in the buildings are covered. Coverage will be provided on a rotating basis.
- c. On teacher-work days custodians may work their regularly schedule shift or an optional 12:30 p.m. to 9:00 p.m. shift.

C. BUS DRIVERS

1. Runs Defined

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

2. Annual Posting of Runs



The employer shall post all runs by the first Friday of the first full-week in October, setting forth the route as listed and the approximate length of time. The employee (driver) will assume/resume their regular route from the previous school year until the new run selection date in October. Bus drivers and regularly scheduled substitute bus drivers shall be invited to apply for runs on a seniority basis. The Administration shall determine qualifications for each situation. Annual posting of run selection may be revisited if problems develop.

3. Summer Runs

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

**ARTICLE 17 WORKING HOURS (Continued)**

4. Substitute Drivers

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

5. Substitutes

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

6. Transportation Lounge

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

7. Bus Aides

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

8. Down-Time Assignments

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

9. Fueling Buses

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

10. Shuttle Runs

Any additional work that occurs within thirty (30) minutes of a driver's regular run and involves the transportation of students within the school district shall be considered a shuttle run. Any driver

assigned to a shuttle shall be paid for one (1) hour or the length of the shuttle, whichever is longer, at the regular run rate.

D. REST PERIODS

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

E. OVERTIME

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

**ARTICLE 17 WORKING HOURS (Continued)**

F. SCHOOL CLOSING

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

1. Twelve Month Employees:

If schools are closed by action of the Employer for any reason, employees shall make every effort to report to work. Employees failing to report for work, except for impassable highways, personal illness or jury duty, shall make up the time not worked at their regular rates of pay, or salary may be deducted. First shift employees who report to work shall receive compensatory time for all hours actually worked at the rate of one hour of compensatory time for each hour worked. Compensatory time shall only be given for those days which the state does not require to be made up.

2. School Year Employees:

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

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

3. State Regulations

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

G. ALTERED WORK YEAR

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

H. HALF DAYS

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

I. IN-SERVICE TRAINING

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

The District and the Association shall also form an Educational Assistant Training Committee consisting of the Director of Curriculum or designee, building principal(s), and teacher and support staff representatives. The mission of this committee shall be to develop a framework and structure for educational assistant training in each building. This committee will monitor the programs annually.

At a minimum, educational assistant training will be provided in CPR/First Aid, recertification for CPR and conflict management. The CPR certification training will be based on the individual needs of the employee.

**ARTICLE 17 WORKING HOURS (Continued)**

The Educational Assistant Training Committee will also develop a training program for Special Education and Healthcare educational assistant positions, for bumping purposes only, which shall be offered to all educational assistants. The individual educational assistants will make the decision whether he/she will attend.

Educational assistants will be paid their regular hourly rate for time spent in training.

The District and the Association will work together to develop a mentor program for new educational assistants.

J. TESTING

When employees move from one classification to another or move from a noninstructional educational assistant to an instructional educational assistant position, the district may test the employee for the qualifications of the position, provided:

1. Any math tests are related to basic math skills.
2. The tests are related to the responsibilities of the job.
3. The test is not changed on an intermittent basis to disqualify employees from new positions.
4. The tests are standardized and equitable.

The administration will work with the Association to monitor and adjust the testing procedures of the district as needed for all classifications. The Association recognizes the unencumbered right of the administration to pre-employment testing.

**ARTICLE 18 EQUALIZATION OF OVERTIME, EXTRA HOURS AND EXTRA DUTY TRIPS**

A. ROTATION

1. Equalization

Overtime and extra hours will be equalized on a rotating schedule among the qualified employees within each classification, and within each building, beginning July 1 of each year, except that

extra hours and/or overtime work which is position specific shall be assigned first to the employee who normally does the work (e.g., extra hours performing secretarial duties for the high school principal would be assigned first to the high school principal's secretary). An employee refusing overtime and/or extra hours will be placed at the bottom of the list. Each classification will handle the logistics of the rotation for their building. Custodians will handle their rotation for week day extra hours within the building. The district will handle the rotation for custodians for weekend extra hours. Administration will monitor and must approve all overtime and extra hours. Exceptions from the building rotation will be allowed for emergency situations

2. Involuntary Overtime

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

B. BUS DRIVERS

Normally, all extra duty trips for bus drivers shall be posted five (5) working days in advance for the following workweek (Monday through Sunday). All interested drivers shall have twenty-four (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

**ARTICLE 18 EQUALIZATION OF OVERTIME, EXTRA HOURS AND EXTRA DUTY TRIPS (Continued)**

driver's regular run(s), unless approved by the administration. A second rotation system shall be maintained for substitute drivers for those extra trips which regular drivers are not available to take. If a driver, when his/her turn is available, fails to accept an extra duty trip(s) he/she shall automatically be eliminated from their turn. In the event there are insufficient volunteers for daytime extra trips, the Board may assign a driver to take the trip, by inverse seniority, provided the assigned driver has no other conflicting employment. When it becomes necessary to assign a driver an extra duty trip in lieu of his/her regular run, volunteers will be sought. If no one volunteers, the extra duty trip shall be assigned to the least senior driver.

**ARTICLE 19 TIME AND ONE-HALF**

Time and one-half will be paid as follows:

A. For all hours over forty (40) in any one (1) week or eight (8) hours in one (1) day except:

1. Bus Driver Overtime If an employee's work day exceeds eight (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 eight (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 (8) hour per day limit may be waived by mutual agreement between the Union and the Employer to provide for a forty (40) hour week with daily hours in excess of eight (8) to a maximum of ten (10) hours per day during periods that students are not in attendance (except the week of the 4<sup>th</sup> of July).
3. Secretaries: Time worked over forty (40) hours per week will be paid at time and a half, taken as flex time, or taken as compensation time as opted by the employee. Flex time may be used for additional hours worked within the same two-week time period at the mutual agreement by the supervisor and employee. Additional hours must be mutually agreed upon in advance by the secretary and supervisor. There shall be no use of compensation days after May 1. Compensation time remaining as of May 1 will be paid to

the employee at time and a half. Normal work hours will not be compromised by additional time without mutual agreement by the secretary and supervisor.

4. Combined transportation and non-transportation overtime hours: Time and one-half will be paid for hours in excess of eight (8) hours per day only when those hours are worked in non-transportation classifications. NOTE: If secretaries fall under this section, their overtime provisions are applicable.

B. For all hours worked on holidays that are defined in this agreement, in addition to holiday pay.

## **ARTICLE 20 HOLIDAYS**

### **A. GENERAL CONDITIONS**

#### **1. Eligibility**

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

## **ARTICLE 20 HOLIDAYS (Continued)**

#### **2. Proven Illness**

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

#### **3. Leaves, etc.**

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

### **B. HOLIDAYS**

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

1. Fourth of July
2. Friday before Labor Day (Even if school is not in session)
3. Labor Day
4. Wednesday before Thanksgiving
5. Thanksgiving Day
6. Friday after Thanksgiving Day
7. Day before Christmas (last scheduled work day)
8. Christmas Day
9. Day before New Year's Day (last scheduled work day)
10. New Year's Day
11. Good Friday (If students report, becomes floating vacation day for all support staff.)
12. Memorial Day

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

**ARTICLE 21 VACATION**

**A. GENERAL CONDITIONS**

1. Earned Time

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

2. Use

Vacation earned during any given fiscal year must be taken during and before the end of the following fiscal year. Fifty-two (52) week employees may carry over five (5) days of vacation but it must be used by July 31.

3. No Waiver of Use

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

4. Scheduling

Arrangements for vacation must be made in advance with and approved by the employee's supervisor. If more employees request a certain vacation period than can be spared at that time, preference of time shall be given to the employee with the longest period of service in the school

**ARTICLE 21 VACATION (Continued)**

district, providing such request was made at least forty-five (45) days in advance. Requests made with less than forty-five (45) days notice may be granted on a first-come, first-served basis, if the employee can be spared. Requests made between fourteen (14) and forty-five (45) days in advance shall receive an approval or denial within one (1) week of submission to the principal or immediate supervisor.

5. Illness During Vacations

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

**B. ELIGIBILITY FOR VACATION PAY**

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

1. An employee with less than five (5) years of continuous service (See A. 1. above) shall earn five-sixths (5/6) of a workday of vacation for each calendar month of service to a maximum of ten (10) 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 fifty-two (52) week employee with more than fifteen (15) years of continuous service shall earn an additional day of vacation for each additional year worked to a maximum of twenty (20) days.

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

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

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

#### **ARTICLE 22 UNION BULLETIN BOARDS**

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

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

#### **ARTICLE 23 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 24 TEMPORARY ASSIGNMENTS**

##### **A. TEMPORARY ASSIGNMENTS DEFINED**

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

##### **B. METHOD OF ASSIGNMENT**

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be made by the administration to meet the temporary needs. Choice of employee to fill the temporary assignment will be based on qualification, experience, availability and other criteria as determined by the Board. Temporary assignments will not normally be made to fill vacancies (except during the time such position is posted) resulting from an employee who has quit or been terminated. Such position to be filled will be posted as a vacancy. When filling health care educational

assistant positions that had previously been temporary positions, the minimum qualifications will not include experience gained as a temporary employee, nor will such experience be allowed to be used as an advantage over a more seasoned applicant.

C. OTHER TEMPORARY POSITIONS

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

**ARTICLE 25 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 26 INSURANCE AND OTHER BENEFITS**

A. MEDICAL INSURANCE

For each full- time employee (six {6} hours or more per day) who requests it, the Board of Education will pay the full cost of either Plan A or Plan B as described below at the lowest carrier rate available to MESSA. Each employee must select his/her insurance coverage based on coordination (need and family status) of benefits.

**ARTICLE 26 INSURANCE AND OTHER BENEFITS (Continued)**

PLAN A:

1. MESSA Choices II or Super Care 1: Choices II with the \$10/\$20 Prescription Coverage or Super Care 1 with Wellness Rider of \$100/\$200 deductible with the extra cost at the employees expense. The Board shall establish a pool of money to be used to reimburse employees for a portion of the costs incurred by the \$10/\$20 drug card. The Board shall contribute \$30,000 for 2007-2008, \$25,000 for 2008-2009 and \$20,000 for the 2009-2010 school year. The pool will cover both certified and support staff contracts. Any unused monies shall be rolled over the following year. The CPEEA shall administer the fund. The Board shall make quarterly payments (reimbursements) to employees. The CPEEA may, at its discretion, institute a one-time per year payroll deduction to supplement the pool. The CPEEA assumes liability for the administration of the pool. The parties recognize that continuation of this pool is negotiable subject to subsequent master agreements.
2. Long Term Disability: 66 2/3%, \$3,000 maximum, \$4,500 maximum eligible monthly salary, 120 calendar days - modified fill. Freeze on offsets. Alcoholism/drug addiction two (2) year. Mental/nervous two (2) year.
3. Delta Dental: 90/90/75, \$2,500/\$2,500/\$2,500
4. Negotiated Life: \$50,000 AD&D
5. Vision: VSP-3+

PLAN B:

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



4. Dependent Life: \$25,000/\$12,500
5. Vision: VSP-3+

**B. PART-TIME EMPLOYEES**

1. Each employee working four (4) hours or more but less than five (5) hours per day and who selects Plan A above shall pay one-half (1/2) the premium, and the Board shall pay one-half (1/2) the premium.
2. Each employee working five (5) hours or more but less than six (6) hours per day and who selects Plan A above shall pay one-quarter (1/4) of the premium, and the Board shall pay three-quarters (3/4) of the premium.
3. Each employee who works four (4) hours or more who elects Plan B shall received said coverage at the expense of the Board.
4. The Board shall pay the premium for a \$5,000 life insurance policy for employees working less than four (4) hours per day.

**C. OPTION GROUP**

1. The Comstock Park Board of Education will contribute \$280.00 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 \$205.00 per month toward the purchase of approved options for each employee working five (5) hours or more but less than six (6) hours per day and not electing health insurance (A. above).

**ARTICLE 26 INSURANCE AND OTHER BENEFITS (Continued)**

3. The Comstock Park Board of Education will contribute \$140.00 per month toward the purchase of approved options for each employee working twenty (20) hours per week, but less than twenty-five (25) hours per week, and not electing health insurance (A. above).
4. Approved options include MESSA nontaxable fixed options, the remainder toward the MESSA nontaxable variable options or annuities. Employees eligible for options shall meet as soon as possible prior to the coverage. This language offers the widest possible offerings under the MESSA options programs.

**D. PAYMENTS**

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

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

subject to Article 26, D.4. of continuing his/her coverage by assuming payments when payments provided by the Board under terms of this Master Agreement expire.

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

#### **E. UNIFORMS**

##### **1. Custodial/Maintenance**

Each September, or within the probationary period for new employees, the Board will provide three (3) changes of uniforms for all custodial employees and four (4) changes of uniforms for all maintenance employees. A committee of at least one (1) custodian and one (1) maintenance employee shall be involved in the selection of uniforms. 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.

#### **ARTICLE 26 INSURANCE AND OTHER BENEFITS (Continued)**

##### **2. Bus Drivers**

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

##### **3. Food Service**

Any Food Service employees working five (5) hours or more shall be provided \$70.00 per year toward the purchase of shoes and uniforms or aprons during the month of September. Any Food Service employees working at least two (2) but less than five (5) hours shall be provided \$35.00 per year toward the purchase of shoes and uniforms or aprons during the month of September.

#### **F. SUBSTITUTE DRIVER LICENSE REIMBURSEMENT**

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

#### **ARTICLE 27 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 28 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 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 29 WAGES**

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

## **ARTICLE 30 REIMBURSEMENT**

### **A. VEHICLE USAGE**

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

## **ARTICLE 30 REIMBURSEMENT (Continued)**

### **B. MEALS**

Each employee who is away from the school building during a breakfast, lunch or dinner period while performing his/her assigned duties, and is required to stay with their bus at an event site, will be reimbursed automatically by the Board for a meal without the need for producing a meal receipt. The amount of automatic reimbursement will be \$5.00 for breakfast or lunch and \$7.00 for dinner. All other extra duty trip meals shall be at the driver's own expense and the driver will not be reimbursed by the Board. Drivers who leave an event for a meal break may not be gone from the event for a period of more than one (1) hour. For drivers, the normal mealtime shall be as follows:

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

### **C. TOOLS**

1. Upon presentation of an itemized receipt(s), building maintenance personnel will be reimbursed up to \$300.00 per year for tool allowance. The employee shall provide his/her own hand tools and small power tools while performing his/her assigned functions.
2. The following guidelines are established for the repair or replacement of "consumable items" for maintenance personnel. The guidelines apply to those articles used in performing maintenance tasks that are a part of, or an attachment to, a tool and are a part or attachment that is consumed or rendered ineffective through its use.

3. The following items would be considered consumable. This listing is for the purpose of example only, and is not to be considered complete: drill bits, router bits, sandpaper, saw blades.
4. The following items would be considered nonconsumable items. This listing is for the purpose of example only, and is not to be considered complete: sockets, screwdrivers, router guides.
5. Since it is a requirement that maintenance employees provide their own tools, it is expected that all such items as described above will initially be purchased by the employee. Consumable items will thereafter be replaced by the district on a direct exchange basis (i.e., new item or authorization to purchase a new item, will be issued when the broken or worn item is returned.)
6. Items purchased without proper authorization will be deducted from the employee's tool allowance.
7. If an item not originally owned by the employee, that would have a specialized use, is necessary to perform an assigned task, it may be purchased only with proper authorization and will remain in the possession of the district.

### **ARTICLE 31 STUDENTS**

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

### **ARTICLE 32 GENERAL PROVISIONS**

#### **A. PHYSICAL EXAMINATIONS**

The Board reserves the right to require that an employee submit to a physical and/or psychological examination by a 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. MICHIGAN SCHOOL EMPLOYEES' RETIREMENT SYSTEM**

The employer further agrees to continue to pay the legally mandated amount for those employees qualifying for this benefit.

#### **C. 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.

#### **D. WORK OUTSIDE PRIMARY CLASSIFICATION**

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

E. HEPATITIS B

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

F. EVALUATION

Evaluation is ongoing and may take place in a variety of professional environments. A supervisor has the responsibility for evaluating each employee at least annually. Evaluations will be based on observed work performance and job description. Said evaluations are to serve a dual purpose of (1) providing a basis for improvement and (2) providing a measurement of effectiveness. Standard evaluation forms (Appendix D) shall be used by the administration for evaluating an employee. Specific incidents will include the date. The form is an official written record signed by the supervisor and the employee that is placed in the employee's official personnel file. Signature of the employee only indicates awareness of the content of the document. The employee shall have the right to attach a written response to their evaluation.

Timeline

1. Prior to September 15, supervisor distributes forms and evaluation timelines.
2. Prior to January 30, supervisor will meet with each staff member and discuss mid-year status.
3. Prior to end of school year, supervisors will meet and discuss the final summary evaluation. Fifty-two (52) week employees will be end of June or mutually agreed upon date.

**ARTICLE 33 AGREEMENT PROVISIONS**

A. SUPREMACY CLAUSE

This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual employee contracts heretofore in effect. All future individual employee contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board. Individual contracts shall not be issued until both parties ratify this Agreement.

B. CONTRARY TO LAW

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and all other applications shall continue in full force and effect.

C. PRODUCTION AND DISTRIBUTION OF AGREEMENT

Prior to printing, the negotiated Agreement shall be submitted to the negotiating committee for the Association for proofreading and approval. The District shall provide each employee with a copy of the Agreement. The Association shall be furnished with fifteen (15) additional copies of the final printed Agreement with additional copies upon request.

D. "ZIPPER CLAUSE"

This Agreement incorporates the Agreement reached by the parties on all agreed issues, which were subjects of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

E. CHANGES OF AGREEMENT

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 34 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 35 BOARD RIGHTS**

A. RESPONSIBILITIES

The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States of America.

B. AUTHORITY

The Association recognizes that the Board is legally responsible for the operation of the entire school system and that the Board has the necessary authority to discharge all of its responsibilities subject to laws above-mentioned and the provisions of this Agreement.

**ARTICLE 35 BOARD RIGHTS (Continued)**

C. MANAGEMENT

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to:

- The establishment of education policies;
- The construction, acquisition and maintenance of school buildings, equipment and supplies;
- The qualifications, selection, testing and training of employees;
- The hiring, transfer, assignment, supervision, discipline, promotion and termination of each employee;
- The establishment and revision of Rules and Regulations governing and pertaining to work and performance of each employee.

The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement and no rules or regulations shall be adopted or revised which violate the express terms of this Agreement.

**ARTICLE 36 DURATION OF THIS AGREEMENT**

1. This agreement shall be effective on ratification and shall remain in effect through June 30, 2010.
2. In witness whereof the parties have caused this agreement to be executed on their own behalf by their duly authorized representatives.

FOR THE UNION

FOR THE BOARD OF EDUCATION

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Its President

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Date

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Date

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Date

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Its President

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Date

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Superintendent

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Date

COMSTOCK PARK SUPPORT STAFF - JULY 1, 2007 - JUNE 30, 2008

APPENDIX A1

Classification	Start	90 Days	1 Year	2 Years	3 Years	4 Years	5 Years
Maintenance	13.64	14.54	15.66	17.61	17.98	18.20	18.44
Custodial	12.59	13.04	13.87	14.85	15.20	15.43	15.66
Secretarial	11.70	12.16	12.97	13.75	14.31	15.50	15.97
RTC/Special Education	11.71	11.94	12.70	13.13	13.63	13.86	14.06
Instructional Education Assistants** and Clerks	11.54	11.76	12.53	12.95	13.44	13.69	13.87
Non-instructional Assistants and Food Service	11.35	11.55	12.32	12.77	13.26	13.45	13.70
Bus Driver	13.81	13.98	14.19	14.42	14.82	15.27	15.80
Mechanic	17.03	17.81	18.53	19.27	20.03	20.76	20.12
HVAC	17.81	18.53	19.27	20.03	20.76	21.50	21.86
<b>Extra –Duty Trips (with minimum call in of two hours)</b>			12.46				
<b>Bus Driver Training</b>			13.91				
<b>Shift Premium</b>	Second shift employees who work between the hours of 3:30 PM and 11:30 PM shall receive, in addition to their regular pay for the pay period, fifteen (15) cents per hour additional compensation and third shift employees working between the hours of 11:30 PM and 7:30 AM shall receive twenty (20) cents per hour additional compensation. Shift premium shall not apply to Non-student Attendance Periods as defined in Article 20.						
<b>Head Positions</b>	Head Cook – \$0.70 per hour additional Head Maintenance - \$1.00 per hour additional						
<b>Longevity</b>	Bargaining unit members will qualify for longevity based on total years of service to the district (seniority date) in accordance with the following schedule:						
	After completion of 10 Years - \$0.10 per hour additional						
	After completion of 15 Years - \$0.20 per hour additional						
	After completion of 20 Years - \$0.30 per hour additional						
	<b>**Instructional Education Assistant is defined as an aide working in a classroom in an instructional capacity.</b>						



COMSTOCK PARK SUPPORT STAFF - JULY 1, 2008 - JUNE 30, 2009

APPENDIX A

Classification	Start	90 Days	1 Year	2 Years	3 Years	4 Years	5 Years
Maintenance	13.93	14.85	16.00	17.98	18.37	18.59	18.84
Custodial	12.86	13.32	14.17	15.16	15.52	15.76	15.99
Secretarial	11.95	12.42	13.25	14.05	14.62	15.84	16.32
RTC/Special Education	11.96	12.20	12.97	13.41	13.92	14.16	14.36
Instructional Education Assistants** and Clerks	11.79	12.01	12.80	13.23	13.73	13.98	14.17
Non-instructional Assistants and Food Service	11.60	11.79	12.59	13.04	13.55	13.74	13.99
Bus Driver	14.11	14.28	14.49	14.73	15.14	15.60	16.14
Mechanic	17.40	18.19	18.93	19.68	20.46	21.20	21.58
HVAC	18.19	18.93	19.68	20.46	21.20	21.96	22.33
<b>Extra –Duty Trips (with minimum call in of two hours)</b>			12.73				
<b>Bus Driver Training</b>			14.21				
<b>Shift Premium</b>	Second shift employees who work between the hours of 3:30 PM and 11:30 PM shall receive, in addition to their regular pay for the pay period, fifteen (15) cents per hour additional compensation and third shift employees working between the hours of 11:30 PM and 7:30 AM shall receive twenty (20) cents per hour additional compensation. Shift premium shall not apply to Non-student Attendance Periods as defined in Article 20.						
<b>Head Positions</b>	Head Cook – \$0.70 per hour additional Head Maintenance - \$1.00 per hour additional						
<b>Longevity</b>	Bargaining unit members will qualify for longevity based on total years of service to the district (seniority date) in accordance with the following schedule:						
	After completion of 10 Years - \$0.10 per hour additional						
	After completion of 15 Years - \$0.20 per hour additional						
	After completion of 20 Years - \$0.30 per hour additional						
	<b>**Instructional Education Assistant is defined as an aide working in a classroom in an instructional capacity.</b>						

COMSTOCK PARK SUPPORT STAFF - JULY 1, 2009 - JUNE 30, 2010

APPENDIX A

Classification	Start	90 Days	1 Year	2 Years	3 Years	4 Years	5 Years
Maintenance	14.28	15.22	16.40	18.42	18.83	19.05	19.31
Custodial	13.18	13.65	14.52	15.53	15.91	16.16	16.39
Secretarial	12.25	12.73	13.58	14.40	14.98	16.23	16.72
RTC/Special Education	12.26	12.51	13.29	13.74	14.27	14.51	14.72
Instructional Education Assistants** and Clerks	12.08	12.31	13.12	13.56	14.08	14.33	14.52
Non-instructional Assistants and Food Service	11.89	12.09	12.90	13.37	13.88	14.09	14.34
Bus Driver	14.46	14.64	14.86	15.10	15.52	15.99	16.54
Mechanic	17.84	18.65	19.41	20.17	20.98	21.73	22.12
HVAC	18.65	19.41	20.17	20.98	21.73	22.51	22.89
<b>Extra –Duty Trips (with minimum call in of two hours)</b>			13.05				
<b>Bus Driver Training</b>			14.57				
<b>Shift Premium</b>	Second shift employees who work between the hours of 3:30 PM and 11:30 PM shall receive, in addition to their regular pay for the pay period, fifteen (15) cents per hour additional compensation and third shift employees working between the hours of 11:30 PM and 7:30 AM shall receive twenty (20) cents per hour additional compensation. Shift premium shall not apply to Non-student Attendance Periods as defined in Article 20.						
<b>Head Positions</b>	Head Cook – \$0.70 per hour additional Head Maintenance - \$1.00 per hour additional						
<b>Longevity</b>	Bargaining unit members will qualify for longevity based on total years of service to the district (seniority date) in accordance with the following schedule:						
	After completion of 10 Years - \$0.10 per hour additional						
	After completion of 15 Years - \$0.20 per hour additional						
	After completion of 20 Years - \$0.30 per hour additional						
	<b>**Instructional Education Assistant is defined as an aide working in a classroom in an instructional capacity.</b>						

**APPENDIX B**

**SUPPORT STAFF GRIEVANCE REPORT FORM**

COMSTOCK PARK PUBLIC SCHOOLS

(Submit to Supervisor in Duplicate)

\_\_\_\_\_  
Name(s) of Grievant(s)

\_\_\_\_\_  
Building/Department

\_\_\_\_\_  
Classification

\_\_\_\_\_  
Date

**LEVEL 1.a** (Timelines: Within 15 Central Office business days of the occurrence)

A. Date grievance occurred: \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_

2. Section(s) and/or subsection(s) of the contract alleged to have been violated \_\_\_\_\_  
\_\_\_\_\_

3. Relief Sought \_\_\_\_\_  
\_\_\_\_\_

C. Date of Initial Verbal Meeting with Supervisor \_\_\_\_\_

D. Position of Grievant \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Written grievance submitted to supervisor on: \_\_\_\_\_ (Filing Date of Grievance)

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

A. Date of Second Meeting with Supervisor \_\_\_\_\_

B. Position of Grievant \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

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

C. Disposition by Supervisor \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

---

---

**(Submit to Superintendent or designee)**

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

Received by Superintendent/designee/Board Committee \_\_\_\_\_ Date \_\_\_\_\_  
Signature \_\_\_\_\_

Grievant Signature \_\_\_\_\_ Date \_\_\_\_\_

Association's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

A. Date of Meeting with Superintendent or designee \_\_\_\_\_

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

B. Disposition by Superintendent/designee/Board Committee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Superintendent/Designee/Committee

\_\_\_\_\_  
Date

---

---

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

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition of Arbitration \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date of Disposition \_\_\_\_\_

APPENDIX C

CALENDARS



**COMSTOCK PARK SCHOOLS**  
2007-2008 SCHOOL YEAR



AUGUST 2007				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	<b>SR</b>	30	31

(TD) 1.0 (SD) 0.0

JANUARY 2008				
M	T	W	TH	F
	<b>HV</b>	<b>HV</b>	<b>HV</b>	<b>HV</b>
7	8	9	10	11
14	15	16	17	<b>SE TR</b>
21	22	23	24	25
28	29	30	31	

(TD) (SD) 9.0 9.0

SEPTEMBER 2007				
M	T	W	TH	F
<b>LV</b>	<b>SB</b>	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

19.0 19.0

FEBRUARY 2008				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
<b>WB</b>	19	20	21	22
25	26	27	28	29

20.0 20.0

OCTOBER 2007				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

23.0 23.0

MARCH 2008				
M	T	W	TH	F
				TE
<b>TR</b>	11	12	13	14
17	18	19	20	21
24	25	26	27	28
<b>PTC</b>				

21.0 20.0

NOVEMBER 2007				
M	T	W	TH	F
			<b>PTC</b>	2
5	6	7	8	9
12	13	14	15	16
19	20	<b>CT</b>	<b>TV</b>	<b>TV</b>
26	27	28	29	TE

20.0 18.5

APRIL 2008				
M	T	W	TH	F
		1	2	3
<b>SV</b>	<b>SV</b>	<b>SV</b>	<b>SV</b>	<b>SV</b>
14	15	16	17	18
21	22	23	24	25
28	29	30		

17.0 16.0

DECEMBER 2007				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
<b>HV</b>	<b>HV</b>	<b>HV</b>	<b>HV</b>	<b>HV</b>
<b>HV</b>				

15.0 15.0

MAY 2008				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	<b>MV</b>
<b>MV</b>	27	28	29	30

20.0 20.0

Jan 10.0 9.5

JUNE 2008				
-----------	--	--	--	--

CT - Comp Time  
 HV - Holiday Vacation  
 LD - Last day  
 LV - Labor Day Vacation  
 MV - Memorial Vacation  
 PTC - Parent Teacher Conf. - Afternoon  
 SB - School Begins  
 SE - 1st Semester Ends  
 SV - Spring Vacation  
 TE - Trimester Ends

88.0	85.0	M	T	W	TH	F	5.0	4.5
1st Sem.		2	3	4	5	LD TR		
		9	10	11	12	13		
		16	17	18	19	20	92.0	89.5
		23	24	25	26	27	88.0	85.0
		30					180.0	174.5

TR - Teachers Record Day  
 TV - Thanksgiving Vacation

WB - Winter Break  
 1/2 Day Students



## COMSTOCK PARK SCHOOLS 2008-2009 SCHOOL YEAR



AUGUST 2008				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	SR	28	29

(TD) (SD)

JANUARY 2009				
M	T	W	TH	F
			H V	HV
5	6	7	8	9
12	13	14	15	SE TR
19	20	21	22	23
26	27	28	29	30

(TD) (SD)

1.0 0.0

10.0 10.0

SEPTEMBER 2008				
M	T	W	TH	F
LV	S B	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21.0 21.0

FEBRUARY 2009				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
WB	17	18	19	20
23	24	25	26	27

19.0 19.0

OCTOBER 2008				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23.0 23.0

MARCH 2009				
M	T	W	TH	F
2	3	4	5	TE
TR	10	11	12	13
16	17	18	19	20
23	24	25	26	27
PTC	31			

22.0 21.0

NOVEMBER 2008				
M	T	W	TH	F
PTC	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	TE	CT	TV	TV

18.0 16.5

APRIL 2009				
M	T	W	TH	F
		1	2	CT
SV	S V	S V	SV	SV
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

17.0 16.0

DECEMBER 2008				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
HV	H V	HV	H V	H V
HV	H V	HV		

15.0 15.0

MAY 2009				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	MV
MV	26	27	28	29

19.0 19.0

Jan 10.0 9.5

CT - Comp Time

HV - Holiday Vacation

LD - Last day

LV - Labor Day Vacation

MV - Memorial Vacation

PTC - Parent Teacher Conf. - Afternoon

SB - School Begins

SE - 1st Semester Ends

SV - Spring Vacation

88.0 85.0

1st Sem.

JUNE 2009				
M	T	W	TH	F
1	2	3	4	LD TR
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

5.0 4.5

92.0 89.5

88.0 85.0

180.0 174.5

TE - Trimester Ends

TR - Teachers Record Day

TV - Thanksgiving Vacation

WB - Winter Break

1/2 Day Students



## COMSTOCK PARK SCHOOLS 2009-2010 SCHOOL YEAR CALENDAR



AUGUST 2009				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21

(TD) (SD)

JANUARY 2010				
M	T	W	TH	F
				HV
4	5	6	7	8
11	12	13	14	SE TR
18	19	20	21	22

(TD) (SD)

24/31	25	26	27	28
-------	----	----	----	----

25	26	27	28	29	10.0	10.0
----	----	----	----	----	------	------

SEPTEMBER 2009				
M	T	W	TH	F
	1	<b>S</b> <b>R</b>	3	4
<b>LV</b>	<b>S</b> <b>B</b>	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

18.0 17.0

FEBRUARY 2010				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
<b>WB</b>	16	17	18	19
22	23	24	25	26

19.0 19.0

OCTOBER 2009				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

22.0 22.0

MARCH 2010				
M	T	W	TH	F
1	2	3	4	TE
<b>TR</b>	9	10	11	12
15	16	17	18	19
<b>PTC</b>	23	24	25	26
29	30	31		

23.0 22.0

NOVEMBER 2009				
M	T	W	TH	F
<b>PTC</b>	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	TE	<b>CT</b>	<b>TV</b>	<b>TV</b>
30				

19.0 17.5

APRIL 2010				
M	T	W	TH	F
			1	<b>CT</b>
<b>SV</b>	<b>S</b> <b>V</b>	<b>S</b> <b>V</b>	<b>S</b> <b>V</b>	<b>SV</b>
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

17.0 16.0

DECEMBER 2009				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
<b>HV</b>	<b>H</b> <b>V</b>	<b>H</b> <b>V</b>	<b>H</b> <b>V</b>	<b>HV</b>
<b>HV</b>	<b>H</b> <b>V</b>	<b>H</b> <b>V</b>	<b>H</b> <b>V</b>	

14.0 14.0

MAY 2010				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	<b>MV</b>
<b>MV</b>				

19.0 19.0

Jan  
10.0 9.5  
83.0 80.0  
1st Sem.

- CT - Comp Time
- HV - Holiday Vacation
- LD - Last day
- LV - Labor Day Vacation
- MV - Memorial Vacation
- PTC - Parent Teacher Conf. - Afternoon

JUNE 2010				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	<b>LD</b> <b>TR</b>
14	15	16	17	18
21	22	23	24	25
28	29	30		

9.0 8.5  
97.0 94.5  
83.0 80.0



SB - School Begins  
SE - 1st Semester Ends  
SR - Staff Report  
SV - Spring Vacation

TE - Trimester Ends  
TR - Teachers Record Day  
TV - Thanksgiving Vacation

180.0 174.5

WB - Winter Break

**1/2 Day Students**

## APPENDIX D



# SUPPORT STAFF MID-YEAR UPDATE

NAME:

BUILDING:

DATE:

POSITION:

SCHOOL YEAR:

### I. WORK CHARACTERISTICS:

**Accuracy** – Correctness of work duties performed.

**Quality of Work** – Produces work that meets requirements of accuracy, effectiveness and thoroughness.

**Punctuality** – Arrives on time for shift and prepared to work. Adheres to lunch and break schedule.

**Organization of Time** – Plans and performs work systematically. Makes efficient use of time.

**Meets Deadlines** – Prioritizes lists to accomplish the most urgent and important goals as directed.

**Knowledge of Job** – Understands and performs job requirements efficiently and safely.

**Supervision** – Minimal supervision needed.

**Strengths:**

**Goals:**

*Employee Plan:*

*Administrative Support:*

### II. PERSONAL CHARACTERISTICS:

**Initiative** – Interested in work. Willing to make decisions and work independently. Maintains good attendance.

**Attitude** – Is constructive, professional, supportive, courteous and positive. Works well with other staff.

**Appearance** – Appropriate grooming and attire.

**Dedication** – Actions/discussions support the District as a whole at the work site.

**Personal Growth** – Accepts and uses constructive criticism.

**Strengths:**

**Goals:**

*Employee Plan:*

*Administrative Support:*

**III. COMMUNICATION SKILLS:**

**Adaptation** – Ability to handle difficult situations.

**Professional Growth** – Asks questions and uses appropriate methods for seeking assistance.

**Speaking Skills** – Ability to speak effectively to parents, staff and students.

**Confidentiality** – Ability to handle delicate situations with diplomacy.

**Writing Skills** – Ability to accurately write routine reports and correspondence.

**Reading Skills** – Ability to read and interpret documents such as instructions and procedure manuals.

**Listening Skills** – Listens appropriately to ideas and information from co-workers, students and other staff.

**Strengths:**

**Goals:**

*Employee Plan:*

*Administrative Support:*

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

*NOTE: The signing of this form by the employee does not necessarily mean he/she agrees with all the things stated, but only that the employee has read the contents. The employee is welcome to attach his/her own comments to this form if the employee wishes.*

*\*Form filed at Building Level*



## SUPPORT STAFF EVALUATION

NAME:  
DATE:  
BUILDING:  
POSITION:  
SCHOOL YEAR:

<i>Key:</i>	
1.	Excellent
2.	Good
3.	Acceptable
4.	Needs Improvement
5.	Not Applicable

### I. WORK CHARACTERISTICS:

- Accuracy** – Correctness of work duties performed.
- Quality of Work** – Produces work that meets requirements of accuracy, effectiveness and thoroughness.
- Punctuality** – Arrives on time for shift and prepared to work. Adheres to lunch and break schedule.
- Organization of Time** – Plans and performs work systematically. Makes efficient use of time.
- Meets Deadlines** – Prioritizes lists to accomplish the most urgent and important goals as directed.
- Knowledge of Job** – Understands and performs job requirements efficiently and safely.
- Supervision** – Minimal supervision needed.

**COMMENTS/SUGGESTIONS:**

### II. PERSONAL CHARACTERISTICS:

- Initiative** – Interested in work. Willing to make decisions and work independently. Maintains good attendance.
- Attitude** – Is constructive, professional, supportive, courteous and positive. Works well with other staff.
- Appearance** – Appropriate grooming and attire.
- Dedication** – Actions/discussions support the District as a whole at the work site.
- Personal Growth** – Accepts and uses constructive criticism.

**COMMENTS/SUGGESTIONS:**

### III. COMMUNICATION SKILLS:

- Adaptation** – Ability to handle difficult situations.
- Professional Growth** – Asks questions and uses appropriate methods for seeking assistance.
- Speaking Skills** – Ability to speak effectively to parents, staff and students.
- Confidentiality** – Ability to handle delicate situations with diplomacy.
- Writing Skills** – Ability to accurately write routine reports and correspondence.
- Reading Skills** – Ability to read and interpret documents such as instructions and procedure manuals.
- Listening Skills** – Listens appropriately to ideas and information from co-workers, students and other staff.

**COMMENTS/SUGGESTIONS:**

**IV. SUMMARY:**

**V. EMPLOYEE COMMENTS:**

**OVERALL EVALUATION:**

\_\_\_\_\_ Exceeds Expectations  
\_\_\_\_\_ Meets Expectations  
\_\_\_\_\_ Needs Improvement

\_\_\_\_\_ Date

\_\_\_\_\_ Date

NOTE: The signing of this form by the employee does not necessarily mean he/she agrees with all the things stated, but only that the employee has read the contents. The employee is welcome to attach his/her own comments to this form if the employee wishes.

*\*Form filed at Central Office in Personnel File*

**LETTER OF UNDERSTANDING**

Between

The Comstock Park Public Schools

And

Comstock Park Educational Support Personnel Association/KCEA

The parties agree for the 2007-2010 school years that should the State of Michigan mandate the number of instructional days or an increase in the number of instructional hours, the contract will be reopened to address these issues.

July 1, 2007

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Union President

\_\_\_\_\_  
Union Representative

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