



CONTRACT AGREEMENT

BETWEEN

THE COMSTOCK PARK SCHOOL BOARD

AND

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

KCEA ~ MEA ~ NEA

(EDUCATIONAL SUPPORT PERSONNEL)

September 1, 2018 – August 31, 2020

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AGREEMENT

This Agreement entered into on this 1st day of September 2018 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.

B. 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.

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 – RELEASED TIME

A. 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. Employees will be paid at that normal rate of pay except Bus Drivers and Sub Bus Drivers who will receive Field Trip rate plus longevity. 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/Negotiations, 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. All employees will be paid at their normal rate of 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.

B. 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 – CHANGE OF STATUS

A. 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 when 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 (1) steward in each building, one (1) steward for the bus drivers and one (1) steward for the night shift.

B. Alternate Stewards

In the absence of the steward, the President may appoint an alternate steward to handle the complaint and/or grievance; or the President may process or investigate the grievance at his/her discretion by notifying the Board.

C. Processing Grievances

The President or stewards, when processing or investigating a written grievance or a complaint with the Board during working hours shall suffer no loss in wages. Time spent by the employee beyond regular working hours shall not mandate overtime payment.

D. Union Activities

No employee will engage in Union activities during working hours unless permitted within this agreement or by permission from his/her immediate Supervisor.

E. Identification of Stewards

The President shall advise the Board in writing of the names of the stewards, President, President elect, Treasurer and Secretary 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.

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 judgment for that of the Board where the Board is given discretion by the terms of this agreement. The arbitrator shall not render any decision, which would require or permit an action in violation of the Michigan School Laws. The termination of probationary employees shall not be subject to arbitration.
- d. The 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.

H. Security Cameras

Security camera reviews are to be limited in scope to specific incidents in question, not employee surveillance. Reviews may be requested by a parent or employee. Reviews must have the approval of the building administrator or superintendent. Reviews 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 - 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 July 1, 1991. 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
Educational Assistants (including Clerical)
Transportation

2. Posting

- a. The Board and the Association shall prepare and post conspicuously in all buildings of the District an official seniority list that will include accumulated seniority of all members through June 30 of each 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 the first day of school. Any amended seniority list shall be made available to any Association member upon request.
- c. An employee who feels that his/her seniority is inaccurately posted must challenge their seniority listing by December 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 July 1, a revised list will be posted January 15.

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. (Reference Article 11. E.1.)
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 10 - SHIFT PREFERENCE

A. New Shift Times (Maintenance)

In the event a new shift is applied to a given position, the employee with the most seniority within the classification in which the shift is applied will be given preference. The employee desiring such shift shall notify the Board in writing of his/her preference within three (3) working days after being notified.

NOTE: A revision of working 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.

B. Layoffs/Shift Changes

Shift changes will be made by seniority (i.e., least senior employee will be moved first).

ARTICLE 11 - 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

1. 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.
2. Employees shall retain but not accrue seniority while on layoff.

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. 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.

4. 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. Minimally qualified is established in Appendix B.

5. Probationary Employees

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

6. 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.

7. Layoff / Bumping

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.

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.

If an employee has insufficient seniority to bump within his/her classification group, the employer shall offer the employee an existing bargaining unit position (if any) held by another employee with less seniority in another classification to restore the hours necessary to qualify for benefits with the least disruption possible. The employee must be minimally qualified (see Appendix B) for the position in which the additional hours will be assigned and transfer all seniority.

An employee granted a secretarial position under this article may be removed from the position at any time within the trial period by the superintendent. Notice and reasons for removal shall be given in writing to the employee with a copy to his/her steward. The decision of the superintendent is final and not subject to the grievance procedure.

8. Loss of Hours - Bumping

- 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, 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, 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 minimally qualified (see Appendix B) 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.
- c. If the hours of an employee who works 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 minimally qualified (see Appendix B) 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.

- d. An employee granted a secretarial position under this article may be removed from the position at any time within the trial period by the superintendent. Notice and reasons for removal shall be given in writing to the employee with a copy to his/her steward. The decision of the superintendent is final and not subject to the grievance procedure.

9. Educational Assistants

- a. If a Classroom Educational Assistant is bumped by a more senior employee and the bumping employee cannot start the new position for any reason, the current employee will remain in the position until a posting can be filled to cover the classroom.
- b. 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.

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 him/her meet the minimum qualifications for the position (see Appendix B). An employee must have, or have had, seniority within a classification to be eligible to be recalled to it. 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. (Reference Article 9.D.6.)

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 12 - 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 employee's current position. Vacancies known to be of two (2) weeks or longer shall be posted.

In the event a new student enrolls in Comstock Park Public Schools and it is determined by administration that the student will require assistance while the district determines the student's proper needs and classroom placement; an Aide may be assigned to the student for no more than fifteen (15) student days without a temporary or permanent job posting while the student is adjusting to the district program or placement in another district's program.

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 by 5pm on the deadline date. 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.

B. Assignment

1. Requirements

The most senior applicant who meets the minimum requirements (see Appendix B), including specific skills, experience, and over-all ability, shall be granted a two-week training period followed by a four (4) week trial period. 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 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. Employees should be notified as soon as possible by his/her supervisor of any performance concerns. Documentation is to be kept by the supervisor detailing concerns and submitted weekly to the Superintendent and Association. If the senior applicant disagrees with the reasons, he/she may invoke the grievance procedure.

An employee granted a secretarial position under this article may be removed from the position at any time within the trial period by the superintendent. Notice and reasons for removal shall be given in writing to the employee with a copy to his/her steward. The decision of the superintendent is final and not subject to the grievance procedure.

D. Vacated Positions During Trial Periods

The vacated position(s) of an employee taking a new assignment in this article shall be filled by Temporary Assignment (s) (Article 24) while the employee is in their training/trial period. Should an employee elect to return or be removed from his/her new assignment during the training or trial period, he/she returns to their vacated position(s) and the Temporary Assignment(s) shall cease. Upon successful completion of the trial period, the employee's previously vacated position(s) filled by Temporary Assignment(s) shall be posted as a Vacancy (Art. 12. A).

E. Rate of Pay

During the trial period, the employee will receive the rate for the classification of the position he/she is performing. If an employee moves to a position with a higher maximum rate, the employee shall be placed on the lowest rate of pay for that position that is higher than the rate of pay the employee was making prior to the move. If an employee moves to a position 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. If an employee involuntarily loses a position resulting in a pay rate classification change and then receives a position within one year returning to the prior classification, the employee would be returned to the pay rate prior to the involuntary loss. Employees will stay at their current step until their next anniversary of their original seniority date.

F. 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.
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.

G. Probationary Period

The probationary period for each new employee shall be up to sixty-five (65) employee working days of employment for that employee. Any new employee working within a probationary period may be disciplined and/or discharged by the Board for any reason at any time. The Board will inform the local association president and vice president when an employee finishes the probationary period.

ARTICLE 13 - TIME OFF/LEAVES WITHOUT PAY

An employee must use his/her accumulated vacation leave and discretionary days before requesting time off without pay. An employees accumulated vacation time will be used to cover time off that was not requested.

A. Leaves and Requirements

Employees shall retain but not accrue seniority while on unpaid leave.

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.

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 14 - 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 19. 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 (5th) and the tenth (10th) 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 who 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 workdays, 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. Return from Leave

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, holiday or student half days. 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.

Hired before December 1	3 Personal Days
Hired before March 1	2 Personal Days
Hired after March 1	1 Personal Day

This leave should only be used during a normal scheduled workday, not to be used during breaks such as Christmas, Spring Break, etc.

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, stepmother, father, stepfather, wife or husband, son, stepson, daughter, stepdaughter. Five (5) 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.
5. This leave should only be used during a normal scheduled workday, not to be used during breaks such as Christmas, Spring Break, etc.

E. Severance / Retirement

1. Retirement

- a. 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).

- 10 years - \$30.00
- 15 years - \$32.50
- 20 years - \$35.00
- 25 years - \$37.50
- 30 years - \$40.00

b. Early Retirement Announcement (For all employees working 30 or more hours per week)

Employees that notify the district in writing of their intent to retire or separate services from Comstock Park Public Schools at the conclusion of a school year in progress prior to the following dates will be paid an additional stipend as follows:

- January 1st \$1000.00
- March 1st \$ 100.00

Employees that notify the district in writing prior to those dates agree that they relinquish any rights to any school district sponsored medical plans for the months of July and August of that current school year.

Employees that fail to notify the district after March 1 are not eligible for the stipend and will remain on the district's medical plan through August 31.

2. **Other than Retirement**

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 15 - WORKING HOURS

A. Tentative Assignments

Tentative assignments for the following school year will be assigned before May 31 of the current school year. Assignments are subject to change.

B. Contacted Requests

In the event an employee is contacted by the employer before or after their shift and is requested to perform or assist with duties outside their shift and are offsite the employee will be compensated a minimum of 30 minutes or the length of time to complete the task whichever is greater.

C. Employees Other Than 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. The work year shall consist of the number of teacher workdays plus additional days listed below. Position and minimal additional days:

▪ HS Principal Secretary	38
▪ HS Counseling Secretary	28
▪ SE Secretary	23
▪ MC Principal Secretary	20
▪ PI Principal Secretary	20
▪ SC Principal Secretary	20
▪ GR Principal Secretary	20
▪ Athletic Secretary	18
▪ HS Attendance Secretary	15
▪ MC Additional Secretary	15
▪ PI Additional Secretary	15
▪ SC Additional Secretary	15

D. Maintenance

1. Work Day / Week

The normal workday for 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. No existing employee shall be transferred to work outside of Monday through Friday 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.

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. The four (4) day/forty (40) hour week will begin one (1) calendar week after the end of school in June and shall end one (1) calendar week prior to the start of school.
- d. Fourth of July is an eight (8) hour holiday. The parties shall work out hours of work to reach forty (40) hours that week.

E. 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 three (3) working days prior to run selection, which will be held within two (2) weeks of the first day of school, setting forth the route as listed and the approximate length of time. Bus drivers and regularly scheduled substitute bus drivers shall be invited to apply for runs on a seniority basis. Drivers shall be paid a minimum of two (2) hours at driver rate for the run selection. Duties at run selection may include but not limited to the following; selecting a run, bus assignment, mirror adjustment, bus inspection internally and externally, and driving all assigned runs prior to the first day of school. The Administration shall determine qualifications for each situation. Annual posting of run selection may be revisited if problems develop.

In the event there are a reduction of bus runs after the summer run selection, all effected drivers shall have the choice of any other run held by a driver with less seniority within the transportation classification.

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.

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 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.

11. Post Trips

All drivers will receive fifteen (15) minutes to pre-trip their bus following the district's pre-trip checklist. All drivers will receive up to ten (10) minutes to post-trip their bus following the district's post-trip checklist. The pre-trip and post-trip checklists will be mutually developed between the union and the district.

12. Department Meetings

Drivers shall be paid regular driving hourly rate, which may include but not limited to the following: Continuing education classes, in-services and mandatory meetings.

13. 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.

F. 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.

G. 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. The employee's shift will not be altered to avoid overtime without the consent of the employee.

H. 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. Compensatory time for ice/snow days will be limited to four (4) days per school year.

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. Compensation for ice/snow cancellation days will be limited to four (4) days per school year.

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.

4. Cancelled Scheduled Hours

In the event an after school, program or detention is cancelled, for any reason; the employee shall be compensated at their normal scheduled rate of pay for lost hours.

I. 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.

J. 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).

K. In-Service Training

The CPEEA 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 CPEEA. The District and the Association shall also form a Support Staff Training Committee representing at least one Central Office Administrator, Building Principals, Program Directors, Teachers and at least one Support Staff representative from each unit/classification. The committee shall meet a minimum of twice per year (e.g. August and February) and shall issue its recommendation to the Board and the CPEEA. The mission of this committee will be to develop a framework and structure for support staff training in each building. This committee will monitor the programs annually.

At a minimum, Support Staff 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.

Employees are required to complete three (3) Board authorized and mandatory Annual Compliance Training (ACT) sessions per year before the end of September. Support Staff will be paid their regular hourly rate for time spent in training. Support Staff required to complete CPR/First Aid and Annual Compliance Training (ACT) or other employer mandated training shall be paid at their regular hourly rate. ACT trainings shall be compensated at one hundred twenty (120) minutes outside of the employee's scheduled hours. Additional ACT modules beyond the current employer mandated time may be assigned by building administration or department directors with district approval. These shall also be compensated at thirty minutes per module at regular hourly pay completed outside of the employee's scheduled hours. Drivers will be paid regular driving rate for above training and testing, i.e. drug testing.

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

L. School Improvement / Site Based Decision Making

1. INTRODUCTION

- a. The Board, Administration, Teachers, Support Staff and Association recognize the necessity of maintaining ongoing school improvement plans and importance of continued recognition of quality education services as a fundamental priority and shared goal of the parties.
- b. The parties also believe that in the process of this collaboration around the implementation of Site Based Decision Making (SBDM), there will be a growing sense of openness of communication, growing trust and, ultimately, a developing ability to problem-solve for the improvement of quality education in the Comstock Park Public Schools System.
- c. The Comstock Park Board of Education and the Comstock Park Educational Employees Association (MEA/KCEA) agree to explore together a process of decision making that will deliberately place greater authority and responsibility for education and related decisions within the school itself or within the direct educational delivery unit. They will jointly explore changes in structure and procedures that will facilitate this change.
- d. The Board of Education and the Comstock Park Educational Employees Association agree that employee participation in decision-making is effective in providing positive results for education. Composition of the committee must be in compliance with state law.
- e. The involvement of support staff in building and district school improvement plan shall be voluntary. Compensation for school improvement committee meetings shall be at the regular hourly rate. An invitation to participate from building administrator and a procedure for rotation on/off the school improvement team from the committee shall be issued annually.

ARTICLE 16 - 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. 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 driver's regular run(s), unless approved by the administration. A driver must have a classification of regular bus driver and an AM and PM run to be on the regular drivers' rotation list. Any regular drivers with less than an AM and PM run shall be on the sub drivers' rotation list. 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 17 - TIME AND ONE-HALF

Time and one-half will be paid as follows:

A. Overtime

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 workday exceeds eight (8) hours, 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 (40).

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 4th 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. Flextime 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. Subbing

If an employee is subbing in another employee's regular position the eight (8) hours in one-day overtime language is waved and overtime will be paid when the employee exceeds forty (40) hours in any calendar week.

B. Holiday Overtime

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

ARTICLE 18 - 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.

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 one 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 and scheduled workday. A substitute employee will receive holiday pay only if the substitute has received a posted position for an absent employee, which includes the workday before and the workday after the holiday.

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

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

ARTICLE 19 - 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 vacation but it must be used by August 31. Fifty-two week employees shall be required to use a minimum of three (3) vacation days when substitutes are not necessary.

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 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 five (5) working days per year.
2. An employee with five (5) years or more of continuous service (See A.1. above) shall earn ten (10) 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 eighteen (18) days.

<u>YEARS OF SERVICE</u>	<u>DAYS OF VACATION</u>
16	14
17	15
18	16
19	17
20	18

- 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- three (23) days.

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

- c. Support Staff Discretionary Days – The parties agree that all support staff employees hired before July 1, 2015, will receive two (2) days annually to be used at their discretion. These two (2) days will remain until June 30, 2020 at which time they will be eliminated.

ARTICLE 20 - 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 21 - TEMPORARY ASSIGNMENTS

A. Definition

1. Temporary shall be defined as ninety (90) calendar days or less.
2. In the event a new student enrolls in Comstock Park Public Schools and it is determined by administration that the student will require assistance while the district determines the student's proper needs and classroom placement; an Aide may be assigned to the student for no more than fifteen (15) student days without a temporary or permanent job posting while the student is adjusting to the district program or placement in another district's program.
3. 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. An employee may not temporarily move off their regular position to receive a temporary posting.
4. Positions which fit the definition of temporary shall be posted as temporary vacancies.
5. If the position does run over ninety (90) calendar days, it shall be posted as a regular vacancy as per Article 12.

B. Method of Assignment

A temporary assignment for the purpose of filling vacancies of employee's 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 the most senior applicant who meets the minimum requirements (see Appendix B), including specific skills, experience, and overall ability. 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 senior 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 22 - INSURANCE AND OTHER BENEFITS

A. Insurance

Full-time employees who request PAK A, PAK C, PAK D, PAK E as described below will be responsible to cover all costs (premiums or HSA deductibles) above the negotiated hard cap.

The annual employer paid amounts shall adjust annually at the beginning of each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

Caps will increase/decrease by the change in medical care component of the United State consumer price index as referenced by the Public Employer Contributions to Medical Benefit Plans Annual Cost Limitation, released by the Michigan Department of Treasury every fall. This will go into effect January 1.

Caps will be calculated on a monthly basis.

For purposes of determining employee contributions, district will use a July – June period of time for determining amounts owed to district.

For any employee that adds medical insurance after March 1, deductions will be discussed with employee based on a case-by-case basis due to the lack of deduction periods remaining. Any arrangement between the district and employee shall not be precedent setting.

If for any reason, the employee does not inform the district that they are not returning for the start of the next school year, the employee will be responsible for all costs above the negotiated hard carp for the months of July and August.

PAK A (MESSA Choices)

1. Medical
 - a. Prescription Coverage Saver RX Card
 - b. \$20 Office Visits Copay
 - c. \$500/\$1000 deductible
2. Long Term Disability: 66 2/3%, \$3,000 maximum, \$4,500 maximum eligible monthly salary, 90 calendar days - modified fill. Freeze on offsets. Alcoholism/drug addiction two (2) year. Mental/ nervous two (2) year.
3. Delta Dental: 90/90/90, \$3,000/\$3,000/\$3,000 75% \$4,000
4. Negotiated Life: \$50,000 AD&D
5. Vision: VSP-3 Plus P 250CL

PAK B (MESSA Dental, Vision, LTD)

1. Long Term Disability: 66 2/3%, \$3,000 maximum, \$4,500 maximum eligible monthly salary, 90 calendar days - modified fill. Freeze on offsets. Alcoholism/drug addiction two (2) year. Mental/ nervous two (2) year.
2. Delta Dental: 90/90/90, \$3,000/\$3,000/\$3,000 75% \$4,000
3. Negotiated Life: \$50,000 AD&D
4. Dependent Life: \$25,000
5. Vision: VSP-3 Plus P 250CL
6. Cash-in-lieu of (CILO) health insurance: \$280 per month which the employee can chose to apply to the programs noted below:
 - a. Approved options include MESSA non-taxable Fixed Options, annuities, 403b, or 457 plan through the district's approved vendor list. Employees eligible for cash-in-lieu (CILO) shall meet as soon as possible prior to the close of the annual enrollment period each year to arrange for the programs and/or coverage.
 - b. Any additional costs above the above-mentioned limits will be paid by the employee through payroll deduction.

PAK C (MESSA ABC PLAN 1 HSA)

1. Medical:
 - a. Prescription ABC RX Coverage.
 - b. Out of Pocket Office Visits, Urgent Care, Emergency Care until deductible is met
 - a. *If the government raises minimum deductibles these will automatically increase.
 - c. PAK Deductible \$1,300/\$2,600
 - d. The board will contribute to an employee's HSA account if PAK C, PAK D, or PAK E are elected.
The employee will make an election after open enrollment has closed for the board to fully fund, half fund, or zero fund the deductible. If the election form is not returned within two weeks the board will not contribute any funds into the employee's HSA account. Contributions to HSA's will be prorated based off the month the employee becomes eligible for the PAK.
2. Long Term Disability: 66 2/3%, \$3,000 maximum, \$4,500 maximum eligible monthly salary, 90 calendar days - modified fill. Freeze on offsets. Alcoholism/drug addiction two (2) year. Mental/ nervous two (2) year.
3. Delta Dental: 90/90/90, \$3,000/\$3,000/\$3,000 75% \$4,000
4. Negotiated Life: \$50,000 AD&D
5. Vision: VSP-3 Plus P 250CL

PAK D (MESSA ABC PLAN 1 10% Co-Insurance HSA)

1. Medical:
 - a. Prescription ABC RX Coverage.
 - b. Out of Pocket Office Visits, Urgent Care, Emergency Care until deductible is met
 - a. *If the government raises minimum deductibles these will automatically increase.
 - c. PAK Deductible \$1,300/\$2,600
 - d. The board will contribute to an employee's HSA account if PAK C, PAK D, or PAK E are elected.
The employee will make an election after open enrollment has closed for the board to fully fund, half fund, or zero fund the deductible. If the election form is not returned within two weeks the board will not contribute any funds into the employee's HSA account. Contributions to HSA's will be prorated based off the month the employee becomes eligible for the PAK.
2. Long Term Disability: 66 2/3%, \$3,000 maximum, \$4,500 maximum eligible monthly salary, 90 calendar days - modified fill. Freeze on offsets. Alcoholism/drug addiction two (2) year. Mental/ nervous two (2) year.
3. Delta Dental: 90/90/90, \$3,000/\$3,000/\$3,000 75% \$4,000
4. Negotiated Life: \$50,000 AD&D
5. Vision: VSP-3 Plus P 250CL

PAK E (MESSA ABC PLAN 2 20% Co-Insurance HSA)

1. Medical:
 - a. Prescription ABC RX Coverage.
 - b. Out of Pocket Office Visits, Urgent Care, Emergency Care until deductible is met
 - a. *If the government raises minimum deductibles these will automatically increase.
 - c. PAK Deductible \$2,000/\$4,000
 - d. The board will contribute to an employee's HSA account if PAK C, PAK D, or PAK E are elected.
The employee will make an election after open enrollment has closed for the board to fully fund, half fund, or zero fund the deductible. If the election form is not returned within two weeks the board will not contribute any funds into the employee's HSA account. Contributions to HSA's will be prorated based off the month the employee becomes eligible for the PAK.
2. Long Term Disability: 66 2/3%, \$3,000 maximum, \$4,500 maximum eligible monthly salary, 90 calendar days - modified fill. Freeze on offsets. Alcoholism/drug addiction two (2) year. Mental/ nervous two (2) year.
3. Delta Dental: 90/90/90, \$3,000/\$3,000/\$3,000 75% \$4,000
4. Negotiated Life: \$50,000 AD&D
5. Vision: VSP-3 Plus P 250CL

B. Part-Time Employees

1. Each employee working twenty (20) hours or more but less than twenty-five (25) hours per week and who selects PAK A,C,D,E above shall pay one-half (1/2) the premium, and the Board shall pay one-half (1/2) the premium.
2. Each employee working twenty-five (25) hours or more but less than thirty (30) hours per week and who selects PAK A,C,D,E 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 twenty (20) hours or more per week who elects PAK B shall receive 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 twenty (20) hours per week.

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.
2. 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 22, 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. Maintenance

Each September, or within the probationary period for new employees, the Board will purchase four (4) changes of uniforms for all maintenance employees. A committee of at least 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.

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.

ARTICLE 23 - 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 24 – WAGES

A. Wages

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

B. 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.

C. 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.

D. Worker's Compensation/FMLA

1. 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.
2. FMLA - Each employee will be covered by the applicable FMLA laws. If receiving sick pay and FMLA concurrently and a holiday ensues, the employee will be given the holiday pay. No vacation pay, holiday pay or additional sick leave will accumulate as a result of this provision. However, seniority shall continue to accrue.

ARTICLE 25 - 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.

B. 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, and saw blades.
4. The following items would be considered non-consumable 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 26 - 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 27 - 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 position 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. If no evaluation is conducted, employee performance meets expectations. 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 28 - 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 building plus transportation two (2) physical copies for building break rooms and kitchens. The district will provide ten (10) physical copies to association leadership for their disbursement. The Support Staff Contract Agreement is also available electronically on the District's website under the Transparency page for referencing.

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 29 - 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 30 - 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.

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 31 - DURATION OF THIS AGREEMENT

1. This Agreement shall be a two-contract in effect as of September 1, 2018 – August 31, 2020. All support staff will incur a 1.5% increase on the base salary.
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

Its President

Its President

Date

Date

KCEA President

Superintendent

Date

Date

APPENDIX A - Wage Scale September 1, 2018 - August 31, 2019								
COMSTOCK PARK SUPPORT STAFF								
Pay Rate	Start	90 Days	1 Year	2 Years	3 Years	4 Years	5 Years	Sub Rate
Bus Driver	15.81	16.00	16.25	16.50	16.98	17.48	18.08	N/A
Food Service	12.99	13.21	14.11	14.61	15.17	15.40	15.67	*
Maintenance	15.61	16.64	17.93	20.13	20.60	20.83	21.11	N/A
Mechanic	19.51	20.39	21.21	22.05	22.94	23.76	24.18	N/A
Secretarial	13.40	13.92	14.85	15.74	16.38	17.75	18.28	10.02
Instructional Aide	13.20	13.46	14.34	14.83	15.39	15.66	15.88	*
Non Instructional Aide	12.99	13.21	14.11	14.61	15.17	15.40	15.67	*
Office Clerk Aide	12.99	13.70	14.39	14.98	15.57	16.19	16.63	*
PBIS Aide	13.10	13.34	14.22	14.72	15.28	15.53	15.78	
Special Education Inst. Aide	13.41	13.69	14.53	15.03	15.60	15.87	16.09	*
State/Federal Inst Aide	15.97	16.61	17.71	18.78	19.54	21.16	21.80	*
Substitute work will be paid at your regular pay rate when subbing in another employee's regular position, provided you currently work in that classification. All other substitute work will be paid at the sub rate of the classification of the work being done.								
Extra-Duty Trips (with minimum call in of two hours)			\$14.27					
Bus Driver Training - Trainer/Trainee			Trainer	\$15.78	Trainee	\$14.27		
Shift Premium	Second shift employees who work between the hours of 3:30 PM and 11:30 PM shall receive, in addition to their regular pay for the pay period, 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 19. A.2.							
Head Positions	District Head Cook - \$0.70 per hour additional Head Maintenance - \$1.00 per hour additional							
Longevity	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, will receive an additional \$0.30 per hour After completion of 15 Years, will receive an additional \$0.40 per hour After completion of 20 Years, will receive an additional \$0.50 per hour							
Instructional Educational Assistant is defined as an aide working in a classroom in an instructional capacity								
Employee's receiving an additional position in another classification will begin at base (start) rate of the additional classification and progress annually								
* State Minimum Wage								

APPENDIX A - Wage Scale September 1, 2019 - August 31, 2020

COMSTOCK PARK SUPPORT STAFF

Pay Rate	Start	90 Days	1 Year	2 Years	3 Years	4 Years	5 Years	Sub Rate
Bus Driver	16.04	16.24	16.49	16.75	17.23	17.74	18.35	N/A
Food Service	13.18	13.41	14.32	14.83	15.40	15.63	15.91	*
Maintenance	15.85	16.89	18.20	20.44	20.90	21.14	21.42	N/A
Mechanic	19.80	20.70	21.53	22.38	23.29	24.12	24.55	N/A
Secretarial	13.60	14.13	15.08	15.97	16.63	18.01	18.55	10.17
Instructional Aide	13.40	13.66	14.56	15.06	15.62	15.90	16.12	*
Non Instructional Aide	13.18	13.41	14.32	14.83	15.40	15.63	15.91	*
Office Clerk Aide	13.18	13.90	14.61	15.20	15.81	16.43	16.88	*
PBIS Aide	13.30	13.54	14.43	14.94	15.51	15.76	16.02	
Special Education Inst. Aide	13.61	13.89	14.74	15.25	15.84	16.11	16.34	*
State/Federal Inst Aide	16.21	16.86	17.98	19.06	19.83	21.48	22.13	*

Substitute work will be paid at your regular pay rate when subbing in another employee's regular position, provided you currently work in that classification. All other substitute work will be paid at the sub rate of the classification of the work being done.

Extra-Duty Trips (with minimum call in of two hours)	\$14.48							
Bus Driver Training - Trainer/Trainee	Trainer	\$16.01	Trainee	\$14.48				

Shift Premium	Second shift employees who work between the hours of 3:30 PM and 11:30 PM shall receive, in addition to their regular pay for the pay period, 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 19. A.2.
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Head Positions	District Head Cook - \$0.70 per hour additional		
	Head Maintenance - \$1.00 per hour additional		

Longevity	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, will receive an additional \$0.30 per hour
	After completion of 15 Years, will receive an additional \$0.40 per hour
	After completion of 20 Years, will receive an additional \$0.50 per hour

Instructional Educational Assistant is defined as an aide working in a classroom in an instructional capacity

Employee's receiving an additional position in another classification will begin at base (start) rate of the additional classification and progress annually

* State Minimum Wage								
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APPENDIX B – BASIC SKILLS ASSESSMENTS

Basic skills assessments to be mutually agreed upon by both parties to meet minimum qualifications for positions listed in Appendix B. Basic Skills Assessments are preferred to be computer adaptive tests created and administered by third party entities or organizations.

BASIC SKILLS ASSESSMENTS: ETS Assessment and Clerical Testing

460 Passing Score

Classification	ETS	CLERICAL TEST	Educational Experience
Secretarial	460	*Required	X
Office Clerk	460	*Required	X
Positive Behavior Incentive Support (PBIS) Aide	460	*Required	X
Special Education Instructional Aide Assist	460		Transcripts (60 hours of higher ed. Diploma (Assoc. or higher)
Instructional Aide Assistant	460		Transcripts (60 hours of higher ed. Diploma (Assoc. or higher)
State & Federal Instructional Aide Assistant - Secondary	460		College Degree (BA or BS)
State & Federal Instructional Aide Assistant - Elementary	460		College Degree (BA or BS)

*Required

Clerical Test Skills Requirements:

- **Basic Computer**
- **Information Literacy**
*If these are passed, then the following must be taken.
- **E-mail, Word, Excel**

APPENDIX C - 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

Grevant Signature _____ Date _____

Associations 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 D - CALENDAR 2018-2019

**COMSTOCK PARK SCHOOLS
2018-2019 School Calendar**

AUGUST 2018						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	SB	28	29	30	LV	

(TD) (SD)

4/4 4/4

JANUARY 2019						
S	M	T	W	TH	F	S
			HV	HV	HV	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

(TD) (SD)

19/99 19/99

SEPTEMBER 2018						
S	M	T	W	TH	F	S
						1
2	LV	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

19/23 19/23

FEBRUARY 2019						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	WB	WB	20	21	22	23
24	25	26	27	28		

18/117 18/117

OCTOBER 2018						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

23/46 23/46

MARCH 2019						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	SV	30
31						

20/137 20/137

NOVEMBER 2018						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	TV	TV	TV	24
25	26	27	28	29	30	

19/65 19/65

APRIL 2019						
S	M	T	W	TH	F	S
						6
	SV	SV	SV	SV	SV	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

17/154 17/154

DECEMBER 2018						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20* SE*	22	
23	HV	HV	HV	HV	HV	29
30	HV					

15/80 15/80

MAY 2019						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	MV	28	29	30	31	

22/176 22/176

- HV - Holiday Vacation
- LD - Last day*
- LV - Labor Day Vacation
- MV - Memorial Vacation
- NS - No School
- SB - School Begins
- SE - Semester Ends*
- SR - Staff Report
- SV - Spring Vacation
- TR - Teacher Record*
- TV - Thanksgiving Vacation
- WB - Winter Break
- 1/2 - Day Students

*Semester 1/2 days are for teacher records

HALF DAYS
August 30
December 20 & 21
June 5 & 6

JUNE 2019						
S	M	T	W	TH	F	S
						1
2	3	4	5* LD*	7	8	
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

4/180 4/180

JULY 2019						
S	M	T	W	TH	F	S
		1	2	3	4	5
	6	7	8	9	10	11
	12	13	14	15	16	17
	18	19	20	21	22	23
	24	25	26	27	28	29
	30	31				

APPENDIX D - CALENDAR 2019-2020

COMSTOCK PARK SCHOOLS
2019-2020 School Calendar

AUGUST 2019						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	SB	27	28	29	LV	31

(TD) (SD)
4/4 4/4

JANUARY 2020						
S	M	T	W	TH	F	S
			HV	HV	HV	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

(TD) (SD)
20/100 20/100

SEPTEMBER 2019						
S	M	T	W	TH	F	S
1	LV	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

20/24 20/24

FEBRUARY 2020						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	WB	WB	19	20	21	22
23	24	25	26	27	28	29

18/118 18/118

OCTOBER 2019						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

23/47 23/47

MARCH 2020						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22/140 22/140

NOVEMBER 2019						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	TV	TV	TV	23
24	25	26	27	28	29	30

18/65 18/65

APRIL 2020						
S	M	T	W	TH	F	S
			1	2	SV	4
5	SV	SV	SV	SV	SV	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

16/156 16/156

DECEMBER 2019						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19*	SE*	21
22	HV	HV	HV	HV	HV	28
29	HV	HV				

15/80 15/80

MAY 2020						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	MV	26	27	28	29	30
31						

20/176 20/176

- HV - Holiday Vacation
- LD - Last day*
- LV - Labor Day Vacation
- MV - Memorial Vacation
- NS - No School
- SB - School Begins
- SE - Semester Ends*
- SR - Staff Report
- SV - Spring Vacation
- TR - Teacher Record*
- TV - Thanksgiving Vacation
- WB - Winter Break
- 1/2 - Day Students

*Semester 1/2 days are for teacher records

HALF DAYS
August 29
December 19 & 20
June 3 & 4

JUNE 2020						
S	M	T	W	TH	F	S
	1	2	3*	LD*	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

4/180 4/180

JULY 2020						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APPENDIX E – MID-YEAR AND FINAL EVALUATION FORMS



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:

_____ Date

Evaluator

_____ Date

Employee

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:

Key:

- | | |
|----|-------------------|
| 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

_____ 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 Central Office in Personnel File*

AGREEMENT	6
AGREEMENT PROVISIONS (Article 33)	50
AID TO OTHER UNIONS (Article 2)	8
Altered Work Year (Working Hours) (Article 17-G)	32
Alternate Stewards (Stewards and Alternate Stewards) (Article 5-B)	11
Announcement (Job Posting) (Article 14-A)	22
Annual Posting of Runs (Working Hours - Bus Drivers) (Article 17-C-2)	30
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Assignment (Job Posting) (Article 14-B)	22
Association Meetings (Union Security) (Article 3-F-1)	9
Authority (Board Rights) (Article 35-B)	52
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Building Use (Special Conferences) (Article 6-B)	12
Bus Aides (Working Hours - Bus Driveres) (Article 17-C-7)	31
Bus Driver Overtime (Time and One Half – Overtime) (Article 19-A-1)	35
Bus Drivers (Equalization of Overtime and Extra Duty Trips) (Article 18-B)	34
Bus Drivers (Working Hours) (Article 17-C)	30
Changes of Agreement (Agreement Provisions) (Article 33-E)	50
Changes of Status (Union dues and Rep. Fee) (Article 4-G)	10
Classifications (Seniority) (Article 10-C-1)	16
COMPUTATION OF BENEFITS (Article 28)	45
Conferences, etc. (Union Security) (Article 3-F-2)	9
Contrary to Law (Agreement Provisions) (Article 33-B)	50
Court Appearance (Leaves With Pay) (Article 16-C)	27
Custodial and Maintenance (Working Hours) (Article 17-B)	29
Definition (Layoff and Recall) (Article 13-A)	19
Definition (Seniority) (Article 10-A)	16
Definition (Temporary Assignments) (Article 24-A)	40
Definitions (Grievance Procedure) (Article 7-A)	13
Department Meetings (Working Hours - Bus Drivers) (Article 17-C-12)	31
DISCHARGE AND DISCIPLINE (Article 8)	15
Discharge and Discipline (Discharge and Discipline) (Article 8-B)	15
Discipline - Just Cause (Discharge and Discipline) (Article 8-D)	15
Down-Time Assignments (Working Hours - Bus Drivers) (Article 17-C-8)	31
DURATION OF THIS AGREEMENT (Article 36)	53
Earned Time (Vacation - General Conditions) (Article 21-A-1)	37
Educational Assistants (Layoff and Recall) (Article 13-C-9)	21
Efforts to Avoid Layoffs (Layoff and Recall) (Article 13-C-2)	19
Eligibility (Holidays – General Conditions) (Article 20-A-1)	36
Eligibility for Vacation Pay (Vacation) (Article 21-B)	37
Employee Penalty (Strikes and Penalties) (Article 34-B)	51
Employees Covered (Recognition) (Article 1-A)	7
Employees Other Than Custodial/Maintenance and Bus Drivers (Working Hours) (Article 17-A)	29
Equalization (Equalization of Overtime and Extra Duty Trips) (Article 18-A-1)	34
EQUALIZATION OF OVERTIME, EXTRA HOURS AND EXTRA DUTY TRIPS (Article 18)	34
Evaluation (General Provisions) (Article 32-F)	49
Files (Discharge and Discipline) (Article 8-G)	15
Four Day Work Week (Working Hours - Custodial/Maint) (Article 17-B-3)	30
Fringe Benefits (Leaves Without Pay) (Article 15-C)	25

Fueling Buses (Working Hours - Bus Drivers) (Article 17-C-9)	31
Funeral Leave (Leaves With Pay) (Article 16-D)	27
General Conditions (Holidays) (Article 20-A)	36
General Conditions (Vacation) (Article 21-A)	37
GENERAL PROVISIONS (Article 32)	49
Grievance Form (Appendix B) (Grievance Procedure) (Article 7-B)	13
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Half Days (Working Hours) (Article 17-H)	32
Hepatitis B (General Provisions) (Article 32-E)	49
Holiday Overtime (Time and One Half) (Article 19-B)	35
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Holidays (Article 20-B)	36
Identification of Stewards (Stewards and Alternate Stewards) (Article 5-E)	11
Illness During Vacations (Vacation - General Conditions) (Article 21-A-5)	37
In-Service Training (Working Hours) (Article 17-I)	33
INSURANCE AND OTHER BENEFITS (Article 26)	41
Involuntary Overtime (Equalization of Overtime and Extra Duty Trips) (Article 18-A-2)	34
JOB POSTING (Article 14)	22
JURY DUTY (Article 25)	40
Layoff / Bumping (Layoff and Recall) (Article 13-C-7)	20
LAYOFF AND RECALL (Article 13)	19
Layoff Order (Layoff and Recall) (Article 13-C-1)	19
Layoff Procedures (Layoff and Recall) (Article 13-C)	19
Layoffs/Shift Changes (Shift Preference) (Article 11-C)	18
Leaves and Requirements (Leaves Without Pay) (Article 15-A)	24
LEAVES WITH PAY (Article 16)	26
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Leaves, etc. (Holidays - General Conditions) (Article 20-A-3)	36
Limit on Applications (Job Posting) (Article 14-B-3)	22
Lock Out (Strikes and Penalties) (Article 34-D)	51
Loss of Hours (Layoff and Recall) (Article 13-C-8)	20
Loss of Seniority (Seniority) (Article 10-D)	17
Management (Board Rights) (Article 35-C)	52
Mandatory Leaves (Leaves Without Pay) (Article 15-A-1)	24
Medical Insurance (Insurance and Other Benefits) (Article 26-A)	41
Method of Assignment (Temporary Assignments) (Article 24-B)	40
Michigan School Employees' Retirement System (General Provisions) (Article 32-B)	49
Necessary Qualifications (Layoff and Recall) (Article 13-C-4)	19
New Positions (Union Dues and Rep. Fee) (Article 4-F)	7
New Shift Times (Shift Preference) (Article 11-B)	18
No Strike (Strikes and Penalties) (Article 34-A)	51
No Waiver of Use (Vacation - General Conditions) (Article 21-A-3)	37
Non-Discrimination (Discharge and Discipline) (Article 8-F)	15
Non-Probationary Employees (Layoff and Recall) (Article 13-C-6)	19
Non-Student Attendance Periods (Time and One Half - Overtime) (Article 19-A-2)	35
Notice (Layoff and Recall) (Article 13-E-2)	21
Number of Stewards (Stewards and Alternate Stewards) (Article 5-A)	11
Option Group (Insurance and Other Benefits) (Article 26-C)	43
Other Temporary Positions (Temporary Assignments) (Article 24-C)	40
Overtime (Time and One Half) (Article 19-A)	35
Overtime (Working Hours) (Article 17-E)	32
Part-Time Employees (Insurance and Other Benefits) (Article 26-B)	43
Payments (Insurance and Other Benefits) (Article 26-D)	43
Permissive Leaves (Leaves Without Pay) (Article 15-A-2)	24
Personal Business (Leaves With Pay) (Article 16-B)	26

Physical Examinations (General Provisions) (Article 32-A)	49
<u>Plan C (Insurance and Other Benefits - Medical Insurance) (Article 26-A-3)</u>	42
Post Trips (Working Hours - Bus Drivers) (Article 17-C-11)	31
Probationary Employee (Discharge and Discipline) (Article 8-C)	15
Probationary Employees (Layoff and Recall) (Article 13-C-5)	19
Probationary Employees (Layoff and Recall) (Article 13-D)	21
Probationary Employees (Seniority) (Article 10-B)	16
PROBATIONARY PERIOD (Article 9)	23
Procedure (Grievance Procedure) (Article 7-C)	13
Processing Grievances (Stewards and Alternate Stewards) (Article 5-C)	11
Production and Distribution of Agreement (Agreement Provisions) (Article 33-C)	50
Proof of Illness (Leaves With Pay) (Article 16-A-3)	26
Proven Illness (Holidays - General Conditions) (Article 20-A-2)	36
Recall Procedure (Layoff and Recall) (Article 13-E)	21
RECOGNITION, EMPLOYEES COVERED (Article 1)	7
REIMBURSEMENT (Article 30)	47
Rejecting Recall (Layoff and Recall) (Article 13-E-3)	21
Released Time - Leave for Union Business (Union Security) (Article 3-F)	9
Requirements (Job Posting) (Article 14-B-1)	22
Responsibilities (Board Rights) (Article 35-A)	52
Rest Periods (Working Hours) (Article 17-D)	31
Return from Leave (Leaves With Pay) (Article 16-A-5)	26
Return to Full Positions (Layoff and Recall) (Article 13-E-4)	21
Returning From Leave (Leaves Without Pay) (Article 15-D).	25
Rotation (Equalization of Overtime and Extra Duty Trips) (Article 18-A)	34
Runs Defined (Working Hours – Bus Drivers) (Article 17-C-1)	30
Scheduling (Special Conferences) (Article 6-A)	12
Scheduling (Vacation - General Conditions) (Article 21-A-4)	37
School Closing (Working Hours) (Article 17-F)	32
School Closings (Working Hours - Custodial/Maint) (Article 17-B-2)	29
School Improvement / Site Based Decision Making (Working Hours) (Article 17-K)	33
School Year Employees (Working Hours - School Closing) (Article 17-F-2)	32
Secretaries (Time and One Half - Overtime) (Article 19-A-3)	35
Security Cameras (Discharge and Discipline) (Article 8-H)	15
SENIORITY (Article 10)	16
Seniority (Layoff and Recall) (Article 13-B)	19
Seniority (Layoff and Recall) (Article 13-E-1)	21
Seniority Application to Multiple Job Employees (Layoff and Recall) (Article 13-F)	21
Seniority Lists (Seniority) (Article 10-C)	16
Severance / Retirement (Leaves With Pay) (Article 16-E)	27
SHIFT PREFERENCE (Article 11)	18
Shuttle Runs (Working Hours - Bus Drivers) (Article 17-C-10)	31
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