

AGREEMENT

THIS AGREEMENT entered into this 1st day of September, 2010, by and between the **HANOVER- HORTON SCHOOL DISTRICT**, Jackson County, Michigan, hereinafter referred to as the Board or Employer, and the **JACKSON COUNTY EDUCATION ASSOCIATION** and its affiliate the **HANOVER-HORTON EDUCATIONAL SUPPORT PERSONNEL**, hereinafter referred to as the Association.

WITNESSETH:

ARTICLE I: RECOGNITION

- A. Pursuant to and in accordance with the applicable provisions of Public Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for all employees employed as full time and part time custodial employees, maintenance employees, secretaries, aides, cafeteria personnel and bus drivers, excluding temporary and substitute employees, confidential employees, professional, supervisory and all other employees employed by the Board.
- B. The Board agrees not to negotiate with or enter into any agreement with any employee organization other than the Association for the duration of this Agreement.

ARTICLE II: DEFINITIONS

- A. 1. **Full Time Employee:** An employee who is regularly scheduled to work at least thirty five (35) hours per week on a permanent basis.
- A bus driver shall be considered full time when he/she is regularly assigned five (5) runs per day.
2. **Part Time Employee:** An employee who is regularly scheduled to work less than thirty five (35) hours per week on a permanent or regular basis.
3. **Substitute Employee:** A person who takes the place of an employee on a non- permanent, day-to-day basis, until the regular assigned employee returns or is replaced.
4. **Temporary Employee:** An employee who provides services when help is required and said assignment or position is not of a permanent, full time, or part time nature.

- B. After thirty (30) consecutive calendar days of employment with the district, temporary employees and substitute employees shall become probationary employees and shall subsequently serve a ninety (90) day probationary period (See Article VIII.A.5).
- C. Temporary employees and substitute employees shall not be used to permanently replace members of the bargaining unit, or to avoid filling vacant positions of full or part time employees.
- D. The term "employee" when used hereinafter shall refer to all employees represented by the Association in the bargaining unit as described in "A" above.
- E. In this agreement, words in the masculine gender shall include masculine or feminine gender.

ARTICLE III: NEGOTIATIONS PROCEDURES/AGENCY SHOP

- A.
 - 1. **Successor Agreement.** The parties hereto agree to commence negotiations on a successor agreement at least sixty (60) days prior to the expiration date of this Agreement.
 - 2. **Bargaining Agreement Furnished.** The Employer agrees to provide each employee with a copy of this Agreement and to provide a copy of this same Agreement to all new employees entering the employment of the Employer.
 - 3. **Additional Agreements.** No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. it is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto, and, cancels and supersedes any other agreement, understandings, past practices and arrangements heretofore existing.
- B. **Special Conferences.** For the discussion of important matters (not grievances) special conferences may be arranged at a mutually satisfactory time between the Association and the Employer representative(s) within ten (10) regularly scheduled working days after request of either party, subject to the following conditions:
 - 1. Such meetings shall be held not more frequently than once each calendar month unless mutually agreed otherwise.

2. Such meetings must be attended by not more than four (4) bargaining unit members appointed by the Association. Such meetings may be attended by a representative of the JCEA. The Superintendent and/or other designated representatives of the Board will represent the Employer.
 3. There must be at least one (1) calendar week's advance, written notice of the agenda from the party requesting the conference. If both parties have subjects they wish to discuss, they shall exchange agendas at least one (1) calendar week prior to such meeting. Discussions at such special conferences shall be limited to the items set forth in the agenda, unless mutually agreed otherwise during said conference.
 4. Such special conferences shall commence during the regular scheduled business day. Employees shall be paid at their regular hourly rate of pay for all time necessarily lost from their regularly scheduled work while attending such conferences. Employees shall not be paid for any time spent while attending such conferences outside their regularly scheduled working hours.
- C. **Agency Shop.** Each bargaining unit member shall, as a condition of employment: (1) upon completion of their probationary period or thirty one (31) days after the effective date of this Agreement, whichever is later, join the Association/Union, or (2) pay a service fee to the Association, pursuant to the Association's Policy Regarding Objections to Political-Ideological Expenditures and the Administrative Procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following the deduction.
- D. **Hold Harmless.** The Association agrees to indemnify and hold the Board harmless against any form of liability, claim, suit, or expense arising out of the enforcement or performance of Section C.
- E. **Savings Clause.** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the

event any provisions herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association will enter into collective bargaining for the purpose of negotiating mutually satisfactory replacement for such provisions.

ARTICLE IV: BOARD RIGHTS

- A. It is recognized that the management and operation of the school, the control of its properties, the maintenance of order and efficiency, is solely a responsibility of the Board.
- B. It is further recognized that it is the responsibility of the Board to select and direct the working force and that it is the responsibility and right of the Board to hire, suspend, or discharge, assign, promote, or transfer, to determine the amount of overtime worked, to lay-off employees because of lack of work, or for other legitimate reasons.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States and Michigan General School Laws.

ARTICLE V: ASSOCIATION RIGHTS

- A. School rooms may be used by the Association for meetings and special programs, at no charge, provided that:
 - 1. Arrangements are made in advance with the building principal.
 - 2. Meetings are scheduled within the regular shift hours of the custodial staff, or special clearance is obtained from the Superintendent.
- B. School messenger service shall be made available to the Association and its members.
- C. Bargaining unit employees may use school telephones for local calls during their off-duty time to take care of business necessities which cannot be done before or after work hours.

- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property during their off-duty time.
- E. At the request of the Association, second shift employees shall be released from duty without pay to attend Association meetings, provided the meeting will not conflict with a school function or job requirement, and seventy-two (72) hours advance notice is given. Said released time shall be granted no more than four (4) times per school year, nor shall any released period exceed two (2) hours in duration. Upon completion of the meeting, the released employees shall return to their duty stations and complete their full shift.
- F. Up to ten (10) days of release time with pay will be granted by the Superintendent to the President or his/her designee of the Hanover-Horton Affiliates Association to attend MEA training activities and/or to carry out Association business. The Association will pay the cost of the substitute for all days over four (4).

In the event a bargaining unit member is elected to a MEA-RA delegate position, an additional one to two days (as per MEA Constitution) will be granted.
- G. The Association President, or his/her designee, and the Superintendent, or his/her designee, may meet to conduct Association business during mutually agreed on times, including during the Association President's work shift.

ARTICLE VI: STRIKES AND LOCKOUTS

- A. **Association Strikes.** The Association agrees that during the life of this Agreement neither the Association, its agents nor its members will authorize, instigate, aid, condone or engage in a strike, slowdown or any other concerted interference with the operations of the Board. The Association further agrees not to engage in any secondary boycott-type activity against any member of the Board. The Board agrees that it will not lockout the employees.
- B. **Employee Strikes.** Any employee, group of employees, or Association steward who instigates, engages in a strike, slowdown or any other concerted interference with the operations of the Board may be reprimanded, disciplined, or discharged in accordance with Article VI.

ARTICLE VII: EMPLOYEE RIGHTS

- A. The time necessarily lost from work by an employee in connection with a defense or a suit brought by a student, or a parent for action taken which arose out of and within the scope of the employee's employment shall not be charged against the employee.
- B. **Complaints.** Upon notice of any complaint by a parent of a student, a student/or other person directed toward an employee, upon which disciplinary action may be taken, no action will be taken by the Employer unless promptly reported in writing to the employee nor shall it become part of the employees personnel file and the employee shall have the right to submit a written statement in response to said complaint which shall become part of the official record.
- C. The Employer will reimburse an employee for any damage or destruction of clothing, personal property or personal vehicle up to fifty (\$50) dollars, which is not covered by other insurance provided:
1. The employee was not negligent in any manner and exercised due care in the safeguarding of said property.
 2. The loss or destruction of said property was reported immediately to the employee's supervisor.
 3. The loss or destruction arose out of and within the scope of the employee's regular employment.
- D. **Necessary Force.** When no other person of authority is present or readily available, employees may use such physical force on the person of a pupil as a reasonable prudent person would use to prevent a pupil from injuring himself or others, or to prevent damage to school property in accordance with Board policy and for no other purpose. The Board shall provide legal advice in the event the employee is the subject of a civil action brought by a student or parent for action taken arising out of and within the scope of one's employment.
- E. **Right to Representation.** An employee shall be entitled, at the employee's request, to have present a representative of the Association when being reprimanded or disciplined for unsatisfactory performance or infraction of rules.
- F. **Just Cause.** No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand, reduction in rank or compensation by the Board or representatives thereof, shall be done in privacy. The employee shall be informed of the basis for disciplinary action and will be provided with all information concerning the basis for this action.

- G. 1. **Personnel File.** The employee shall review and sign all materials that are to be included in the personnel files other than those obtained at the time of initial employment. Such signing does not necessarily indicate agreement. The employee shall have ten (10) working days to submit any written statement in regard to such materials for inclusion in the personnel file.
2. Employees shall have the right, upon request, to review the contents of their personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review. A written statement, for inclusion in the personnel files, may then be made by the employee in regard to materials that were not signed by the employee. The review shall be made in the presence of the Superintendent or his designee. Privileged information which is specifically exempted from review shall include such confidential credentials and related personal references normally sought at the time of employment.
3. Employees believing that the material contained in their personnel file is false or incorrect may, at their option, register a complaint with the Superintendent to have said material corrected or expunged from their file.
4. Any warning or reprimand in an employee's personnel file which does not relate to a recurring incident within a three (3) year period from the date of warning or reprimand shall be removed from the file at the written request of the employee. Said warning or reprimand shall not be used in a future disciplinary action against said employee.
- H. **Progressive Discipline.** The Board subscribes to the concept of progressive discipline and shall notify the employee in writing of alleged delinquencies, indicate expected corrections, and indicate a reasonable period for correction where such is appropriate. Any disciplinary action taken against an employee shall be appropriate to the behavior and/or frequency of that which precipitates said action. Employees performance of work or personal conduct which need correction shall be promptly reported to the offending employee.
- I. **Job Hazards.** In the event an employee is concerned regarding an alleged job hazard, the immediate supervisor shall be notified in writing of same. The supervisor shall investigate such condition and within five (5) days notify the employee of his finding and what action is being contemplated, if any.
- J. **Alcohol and Drug Use.**
1. In the event the Board should meet to modify its current policy pertaining to alcohol and drug use, the Board will consult with the Association prior to any such modification.

2. **The Omnibus Transportation Employee Testing Act of 1991.**

- a. The Employer has adopted policies and procedures that comply with all requirements of the act.
- b. The parties mutually recognize and agree that drug and alcohol testing are investigatory proceedings which may subject the employee to disciplinary action for which the employee is entitled to Union representation.
- c. The Employer agrees that any adverse employment action taken against an employee is subject to reasonable and just cause. The employee may appeal Employer decisions through the grievance procedure.

K. **Notification of Compliance Officer.** The District shall notify each employee of the identity of the Sexual Harassment/Title IX and ADA (American's with Disabilities Act) Compliance Officer, who is the Superintendent.

L. **Employee Discharge.** It is agreed that employees shall not be prematurely discharged, after the date of this Agreement, but that in all instances in which the Board may conclude that an employee's conduct may justify discharge, such employee shall first be suspended without pay. In all cases of suspension, the board shall promptly notify the Union Steward in writing. Such initial suspension shall be not more than five (5) regularly scheduled working days, and if such suspension is converted to a discharge shall not be made until the end of said five (5) day period. During the period of initial suspension, the employee may, if he believes he has been unjustly dealt with, request a hearing with respect to the action at the second step of the grievance procedure before the Union representatives and the Supervisor. After such hearing, or if no such hearing is requested, the Superintendent shall decide, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended, should be converted into a discharge, or that the employee should be reinstated with full back pay.

This paragraph is not intended to, nor will supersede, any other portion of this contract unless specifically excluded.

ARTICLE VIII: SENIORITY, LAYOFF AND RECALL

A. **Seniority.**

- 1. Seniority shall be defined as an employee's length of continuous service with the Board which shall be from his most recent date of hire. Absences

from work due to illness, accident, leaves of absence or layoffs shall not be construed as a break in continuous service, except as hereinafter provided.

Employees who work in more than one (1) department will accrue department seniority in each department. Employees who change departments shall hold inactive departmental seniority based on service in their previous department.

Employees who work in more than one (1) classification will accrue classification seniority in each classification. Employees who change classifications shall hold inactive classification seniority based on service in their previous classification.

2. The Board will maintain an up-to-date seniority list, a copy of which shall be posted on the appropriate bulletin boards as soon as possible after September 30 of each year and changes, as they occur, will be furnished to the Association President. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their last hiring date, starting with the employee with the greatest amount of seniority at the top of the list.

The seniority list will also reflect the departmental and classification seniority, active and inactive, of each employee.

3. In the event that more than one individual has the same last date of hire, a drawing shall be held to determine position on the seniority list. The drawing shall be conducted openly and at a time and place which will reasonably allow affected employees and Association Representatives to be in attendance.
4. For the purpose of this Agreement, "date of hire" shall be the date the employee first reported for work pursuant to the instructions from the Board.
5. **Probationary Period.**
 - a. All new employees shall be probationary employees for the first ninety (90) calendar days since their most recent date of hire. The ninety (90) calendar days probationary period may be extended by the additional number of days necessary to make up for duty days missed through the employee's absence and/or school vacation days.
 - b. The Employer agrees to notify the Association President in writing of the new employees and the date they are hired at the same time the payroll department is notified.

- c. Upon satisfactorily completing his probationary period, the employee's name shall be added to the seniority list as of his/her most recent date of hire.
- d. During the probationary period, probationary employees shall come under all of the terms and conditions of this Agreement except access to the grievance procedure in the case of dismissal due to unsatisfactory performance.

6. **An Employee's Seniority Shall Terminate:**

- a. If the employee quits, retires, or is discharged, which discharge is not reversed.
 - b. If, following a layoff, the employee does not give notice to return in accordance with the provisions of Section B, 10, of this Article.
 - c. If the employee is laid off for a continuous period of twelve (12) months or for a period equal to the employee's length of seniority not to exceed three (3) years, whichever is greater.
7. Employees who leave the bargaining unit to accept other positions in the District shall not lose nor gain seniority while not a member of the bargaining unit. If said employee returns to the bargaining unit within one (1) year of departure, they shall begin to accrue seniority at the point they left off at their departure. Said employees who do not return to the bargaining unit within one (1) year shall lose all previously accrued seniority, but shall be credited with all their continuous years of service for fringe benefits. Said employees who return to the bargaining unit within one (1) year shall exercise seniority by bumping the least senior employee in the classification they held prior to departure.

B. **Layoff and Recall.**

- 1. The layoff and recall provisions shall apply separately to the following departments:
 - a. Aides
 - b. Transportation
 - c. Custodial/Maintenance/Mechanic
 - d. Food Service
 - e. Secretarial/Clerical

The job classifications within each department are set forth in Schedules A, B, C, D, and E.

2. **Layoff.** If it becomes necessary to reduce the work force for any reason, temporary and probationary employees shall be laid off first provided the remaining employees are qualified and capable of satisfactorily performing the available work with a break-in period of ten (10) working days and a minimum of training.
3. If further reductions are necessary, employees with seniority in the department shall be laid off based on departmental seniority, provided remaining employees are qualified and capable of satisfactorily performing the available work with a break-in period of ten (10) days and a minimum of training.
4. If senior employees are not qualified or and capable of satisfactorily performing the available work with the break-in period and a minimum of training, then the junior employee(s) in the department qualified and capable of satisfactorily performing the available work shall be retained based on their departmental seniority.
5. If a displaced employee has seniority in another department, the employee may bump the least senior employee in the other department; provided the displaced employee has more seniority in that department/and, provided further, that the displaced employee is qualified and capable of satisfactorily performing the work with the break-in period and a minimum of training.
6.
 - a. Written notice of layoff shall be made to the affected employee(s) at least fourteen (14) calendar days prior to the layoff. School year employees not recalled from summer recess at the time school would normally begin shall also be given written notice at least fourteen (14) days prior to the normal start of school. Said notice shall be applicable if the reason for the layoff is due to emergency lack of facilities or declining enrollment which necessitates a layoff.
 - b. In the event of a strike or other concerted work stoppage or interruption by any other employee group in the District, the Employer may temporarily layoff employees with a twenty-four hour notice.
7. In the event of layoff, the Superintendent shall discuss the matter with the Association President prior to taking any formal action.
8. Eligible laid off employees shall have their insurance benefits continued through the month of the effective date of the layoff.
9. **Recall.** Employees shall be recalled in reverse order of seniority with the most senior employee being recalled first; provided, that, the employee is qualified to perform the available work. To be qualified, an employee

must meet the necessary minimum skill requirements as set forth in the existing job description or past practice. Qualification means that with a minimum amount of instruction and a break-in period of not more than ten (10) work days (which may include a test based upon the existing job description), the work can be performed without impairing the operation.

10. **Procedures.**

- a. The recalled employee shall be recalled by telephone and a certified letter to his last known address on record with the Employer, with a copy to the Association President.
- b. The employee shall have five (5) working days to give notice of intent to return, and if not working must return within five (5) working days of notice of intent to return or upon the date established by the Employer to return, whichever is the later. If the employee has taken another position, the employee must return within ten (10) working days of notice of intent to return or upon the date established by the Employer to return, whichever is the later.
- c. Failure to give proper notice of intent to return or to return within the prescribed time periods above will result in a loss of seniority.

11. No employee shall be forced to accept recall to a department other than that in which the employee was working prior to layoff unless such refusal would cause the Board to fill the open position with someone from outside the bargaining unit.

12. If an eliminated position is reinstated, the employee, who previously held the position, shall be offered the position if such employee is not then on layoff, before it is offered to the laid off employees.

13. The aforementioned layoff and recall provisions shall apply separately to each of the eight (8) employee classifications.

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| a. Custodial | e. General Aide |
| b. Maintenance | f. Instructional Aide |
| c. Cafeteria | g. Secretary |
| d. Bus Drivers | h. Mechanic |

C. **Reduction in Work Hours During the School Year.** When there is a permanent reduction in the work hours within a classification, an employee may claim seniority over another employee in the classification for the purpose of maintaining the employee's hours, provided the employee has greater departmental seniority than the other employee. In no case shall a permanent reduction of any employee's work hours take effect until the Employer gives at least three (3) work days' written notice to the affected employee. An

employee may exercise seniority rights under this Section by written notice to the Superintendent, or his designee, within three (3) work days after receipt of a reduction in hours notice.

- D. **Special Education Aide Reduction.** If the hours of a Special Education Aide are reduced or eliminated during the school year because the students to whom the Aide is assigned leaves the District or no longer requires an Aide (i.e., change in IEP), the Aide shall have the right to bump the Special Education Aide with the same hours and least departmental seniority in the classification provided the Aide has more departmental seniority.

For purposes of this provision an aide shall be deemed to have the same hours if the aide works up to and including fifteen minutes more or less per day than the aide whose hours are reduced or eliminated.

ARTICLE IX: VACANCIES, PROMOTIONS AND TRANSFERS

- A. A position within a job classification will be considered vacant when it is a newly created permanent job position or when an employee is transferred or promoted to another position, quits, retires, is discharged for cause, or dies and the Employer determines that it deems necessary to permanently fill that position.
- B. **Vacancies Shall Be Posted:**
1. The Employer agrees to post vacancies in all buildings as soon as it deems it necessary to fill those vacancies by job bidding. Upon determining that it will fill said vacancy(s) through the job bidding process, the Employer will notify the Association within five days specifying the anticipated posting timelines.
 2. When school is not in session, notice of posting will also be sent to the Association President.
 3. Any employee may apply in writing for a posted vacancy.
 4. Vacancies shall be posted for seven (7) calendar days before an appointment is made.
 5. All vacancies that are posted shall be filled within fourteen (14) calendar days from the end of the period, unless no candidates from the bargaining unit have applied and are qualified as defined herein.

6. If a vacancy occurs while there are employees on layoff, the vacancy shall not be posted until it is offered to those on layoff in accordance with Article VIII.
- C. Vacancies within a job classification will be awarded to the most senior employee from within the bargaining unit in the classification of the vacancy who is capable of satisfactorily performing the work with a break-in period and a minimum of training. Said employee shall be on a trial period of up to ten (10) working days to demonstrate that he/she should be permanently awarded the job. The trial period for ten (10) month employees shall be during the school year with students in session. The Employer shall not be required to award a bid to an employee for a vacancy within his/her job classification until the employee has satisfactorily completed twelve (12) consecutive months on the last job.
- D. If there are no qualified applicants from within the same classification, the vacancy shall be open to employees in other classifications and to external applicants. The Employer may award the vacancy to the internal or external applicant it determines is best qualified without regard to seniority; provided, however, that if the two best qualified applicants have equivalent qualifications the vacancy shall be awarded to the applicant with the most district-wide seniority.
1. The applicant awarded the vacancy shall be given a trial period of up to ten (10) working days.
 2. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing by the Employer to the employee.
 3. During the trial period, employees who have been on a job and are awarded the position will be paid the minimum rate of pay, or the rate which they are currently earning if greater than the minimum rate for which they are bidding. If the employee is awarded the position after the normal break-in period, the employee will receive the difference of the pay rates in their next regular paycheck.
 4. In the event an employee bids for and is assigned a job, and for any reason asks to be relieved during the trial period, or is considered to be unsatisfactory by the Employer during the trial period, the Employee will be returned to the job he/she held prior to the new assignment. An Employee returned to a former job because of unsatisfactory performance shall be notified in writing of the reasons for the return.
- E. The Employer agrees to provide the Association President with a copy of each posting, a list of the names of the employees who bid for the job and to whom the job was awarded, if it was awarded, within ten (10) calendar days after the posted period.

- F. If a new job classification is created by the Board that is applicable to this Agreement, the Board and Association shall meet to discuss an appropriate pay range.
- G. **Temporary Transfers.**
1. **Involuntary.** The Board shall have the right to temporarily transfer employees from one job to another when employees are absent due to illness, accident, vacations or leaves of absence. When the absence exceeds ten (10) working days, seniority and qualifications will be used in filling the temporary vacancy. A vacancy caused by such a temporary assignment will be filled by a substitute. The Board shall have the right to temporarily transfer employees to fill temporary jobs and to take care of unusual conditions or situations which may arise for a period of not to exceed ninety (90) working days. Temporary transfers shall not be used to avoid the posting of permanent openings or vacancies. However, nothing herein contained shall be construed to prohibit the Employer from temporarily transferring employees to fill posted jobs from the time the posting goes up or until the time the successful bidder's trial period is over and he is permanently assigned thereto. When involuntary transfers are necessary, the Employer will endeavor to transfer the least senior employee in the affected classification who is capable of satisfactorily performing the necessary work. Employees temporarily transferred to work in a higher classification shall be paid the rate of the higher classification commencing with the next pay period.
 2. **Voluntary Substituting.** Aides substituting in a higher aide classification shall be paid at their current rate.
- H. **Employee Disability.** If the Board and the Association mutually agree, an employee, who because of a disability or condition of health is no longer able to satisfactorily perform the job of the job classification he/she occupies, may be assigned, irrespective of his/her seniority, to an open job he/she is capable of satisfactorily performing or may displace an employee with less seniority in a job classification he/she is capable of satisfactorily performing.
- I. **Student Work Program.** The Board agrees to consult with the Association prior to the initiation of a student work program. The Association has the right to accept or reject the proposed program. Current programs will be reviewed annually.
- J. **Voluntary Quits.** Except for Technical Aides, any bargaining unit member who voluntarily leaves the District's employ or bids out of a position within six (6) months of hire or bidding to the position, shall reimburse the District for all actual training costs and license fees incurred or paid by the District to train and qualify the Employee for such position. Technical Aides shall remain in their position for a minimum of four (4) years after certification. If a Technical Aide voluntarily

leaves the District or the position before the end of the four (4) years, the Technical Aide shall reimburse the District for all training and certification costs,

K. Annual Aide Bidding Meeting.

1. By August 1st each year, there will be an Aide department bidding meeting. All Aides will receive written notice of the meeting, a current seniority list and a list of the vacant Aide and current Aide positions (general, instructional, and special education).

Vacant job positions will be bid on by Aide department seniority. When a position has been eliminated, a displaced employee will bid according to department seniority. For instructional and special education positions, instructional and special education aide work experience and qualifications shall be required. To meet the requirements of Title I, qualifications will be defined as the following:

a. No Child Left Behind Qualifications:

Aides hired on or before January 8, 2002, and required by the No Child Left Behind Act of 2001 to meet the requirements of 20 USC 6319 {c} by January 8, 2006, shall:

- i. Obtain a secondary school diploma or its recognized equivalent by January 8, 2006; and
- ii. Be allowed to elect which of the options below he/she will elect in order to satisfy requirements of 20 USC 6319 {c}:
 - a) Completion of at least two (2) years of study at an institution of higher education; or
 - b) Obtain an Associate's (or higher) degree; or
 - c) Successful completion of a local assessment agreed upon by the Association and the District (See Section 2) or the Michigan Test for Teachers Certification (MTTC) or the American College Testing Act (ACT) WorkKeys assessment or any other recommended assessments by the Michigan Department of Education. Upon passing the tests, the district shall reimburse the employee for the cost of the test (one-time only).
- b. The District and the Association shall agree upon and/or develop the Hanover Horton Academic Assessment for Title I Aides. The

local assessment will fulfill the requirements of the Elementary and Secondary Education Act (ESEA) (20 USC 6319 {c}).

- c. An employee in a position subject to the requirements of the ESEA who is unable to meet the requirements by the January 8, 2006 deadline established by law shall be displaced from such position with bumping rights as provided in Article VIII.
2. If an employee cannot make the bidding meeting, a written notice stating the position chosen must be sent to the Association president or send a representative to speak on the employee's behalf. The representative must have written permission from the absent employee to bid on their behalf.
3. Where two (2) employees have the same hire-in-date for the Aide department, district-wide seniority will break the tie. Employees will bid on vacant positions until all positions are filled. An employee having the option for a position of lesser hours than their current position, may choose to be displaced and exercise bumping rights as provided in Article VIII B.

L. Employees Holding Two Positions:

Employees may not bid or apply for a second job that would have combined regular hours over forty (40) hours. Employees working two positions will be eligible only for those benefits that are provided under their primary classification.

ARTICLE X: WORKING CONDITIONS

A. Hours.

1. The normal work day shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours, Monday through Friday, both inclusive for custodian and maintenance employees. Secretarial employee's normal workweek shall consist of thirty-seven and one-half (37-1/2) hours per week.
2. Full-time and part-time cafeteria employees may be assigned duties other than their regular assignment on all records, conference and in-service days; provided, however, that on exam days full-time employees shall be assigned additional duties to maintain their regular full-time hours.

3. Nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day, or forty (40) hours of work or pay per week.
4. Employees shall be notified in writing of their general starting and ending time of their work day and work year prior to the beginning of the school year (or beginning employment for a new employee).
5. The Employer may alter an employee's shift by up to one (1) hour provided forty-eight (48) hours written advance notice is given to the employee, except for emergencies.
6. The Employer may alter an employee's shift by more than one (1) hour provided two (2) weeks written advance notice is given to the employee. Said shift changes shall begin on Monday, end on Friday, and shall be at least one week in duration.
7. The written advance notice requirements in paragraphs 5 and 6 above are to be considered minimums and the Employer agrees to give as much additional notice as possible.
8. Employees shall receive a one-half (1/2) hour unpaid lunch period, normally duty free and uninterrupted, at or near the midpoint of their workday as arranged by their supervisor.
9. Employees who regularly work four (4) hours or more per day shall be entitled to a ten (10) minute uninterrupted break period for each four (4) hours worked at a time worked out between the employee and the immediate supervisor.
10. Employees receiving an unpaid lunch period shall be allowed to leave the school building and grounds during said lunch period. Employees receiving a paid lunch period may leave the school building and grounds so long as they make up the time missed at the end of their shift.
11. It is understood and agreed that the timing of the lunch or break periods may vary depending upon the nature of the work being performed by the employee at the time, and further, under certain conditions, it will be impossible for employees to take a break period until the urgent aspect of the job then being performed has been completed.
12. When schools are closed due to inclement weather or mechanical malfunctions, all custodial, maintenance and secretarial employees shall be required to report for work unless specifically notified otherwise. All other departments will report for work only if specifically notified. Employees shall be compensated for the time actually worked, except custodial/maintenance employees shall be paid a minimum of eight (8)

hours provided they report to work, complete all assigned work and are released by the Supervisor. If an employee, other than a bus driver, is unable to report due to road or other conditions, he/she has the option of using any accumulated leave or time off without pay. Bus drivers will be paid for one hundred eighty (180) days regardless of school closing.

Drivers shall be paid for student school days plus additional two (2) Act of God days (including snow/mechanical malfunction).

In the 2010-2011 school year Bus drivers will be paid for one hundred seventy-eight (178) student days regardless of school closing, and may use sick or personal leave for loss of Act of God days beyond two (2).

13. An Association Representative will be appointed by the Association to the District Calendar Committee.

B. Bus Drivers (General).

1. Each bus route will be timed morning and afternoon to establish the total time of each run. These will be reviewed periodically and on routing changes the pay scale will be adjusted if warranted.
2. All runs will start at the departure from the garage and end when the drivers return to the garage.
3. The minimum base working day offered to drivers will be two and one-half (2-1/2) hours per day, this includes fifteen (15) minutes for gassing up as well as necessary waiting time and fifteen (15) minutes for each required pre-trip checks. The extended rate will be based on fifteen (15) minute intervals, and will be paid for time over two and one-half (2-1/2) hours.
4. All separate runs will be a minimum of one (1) hour.
5. A combination run (i.e., high school/middle school run or a student added to a run) shall be considered one (1) run.
6. Double runs shall be considered two (2) runs and paid a minimum of two (2) hours plus the required fifteen (15) minute pre-trip.
7.
 - a. On or about July 21 of each year, a bidding meeting will be held to award bus runs for the subsequent school year.
 - b. Runs will be awarded on the basis of seniority with each driver bidding for and being awarded a maximum of five runs, within scheduling restraints. Morning and afternoon runs of the same route will be awarded to the same driver whenever possible.

- c. Once a run has been bid and awarded, the successful bidder is expected to maintain that run for the year unless there are unusual circumstances that will not allow the driver to complete the assignment.
- d. In the event that a run becomes vacant or a run is added during the year, the run will be posted and awarded to the most senior driver with an open time slot who bids on the run.
- e. If an awarded run is eliminated after October 15 of the school year, the driver so affected shall:
 - (1) Be awarded the next vacant run if scheduling allows.
 - (2) Shall suffer no loss or reduction of fringe benefits for the remainder of the school year or shall bump a run of the least senior driver that scheduling allows.
- f. **Reduction of Hours During School Year.** If a bus driver's run is reduced by fifteen (15) minutes or more during the school year, the effected driver may bump into a run of the least senior driver with a run of greater time.

8. **Special Trips.**

- a. Regular drivers shall be given preference for special trips on a rotating basis. Drivers may decline special trips. When regular drivers are unavailable, substitute drivers will be utilized. Trips will be offered on Friday for the following week.
- b. Special trips that take place between 7:00 a.m. and 8:00 a.m., 12:00 noon and 1:00 p.m., and trips between 5:00 p.m. and 6:00 p.m. shall be allowed seven dollars (\$7.00) per meal. Receipts will be required for meal allowances.
- c. If an assigned trip is canceled, a driver will be paid the minimum of any salary lost from the assigned run if they were not notified prior to scheduled departure time. They will also be awarded the next unassigned trip for which they are available.
- d. Extra trip rates will be based on 15 minute intervals.
- e. Summer trips will be given according to seniority, starting with top seniority each trip, except summer school drivers will be given the first opportunity for any summer school field trips. Trips will be paid at regular trip rate.

- f. If any trip is canceled, the driver will be awarded the next unassigned trip by the supervisor.
- g. If the trip requested by the sponsor departs from the High School or Middle School, the drivers' time begins fifteen (15) minutes before said trip start time. If the trip requested by the sponsor departs from somewhere other than the High School or Middle School, the drivers' time begins thirty (30) minutes before said trip start time; and ends when the students are dismissed at the place of origin and the bus is parked for the night.
- h. When a driver takes an extra trip during his/her regular work hours, he/she will receive his/her regular pay for that portion of the trip.
- i. A driver who accepts a special trip and then cancels or fails to show up for the trip without giving at least twenty-four (24) hours advance notice to the Transportation Supervisor shall lose the driver's next special trip opportunity except when an emergency occurs within the twenty-four (24) hour period that prevents the driver from giving the required notice.

9. **Substitutes.**

- a. Substitute will be hired for an absent driver unless:
 - (1) The absence is for two (2) or less runs.
 - (2) A regular driver can make the run and volunteers to do so.
 - (3) These "substitute" runs will be awarded to the most senior driver with an open time slot.

10. **Bus Washings.**

- a. Each driver is responsible for keeping a clean bus; the exterior of the bus shall be washed at least once a month. The transportation supervisor will inspect the bus when the driver turns in a form indicating that the bus has been washed. Failure to wash the bus in any month will result in the following disciplinary action:
 - (1) First Occurrence - driver will receive a written reprimand.
 - (2) Second Occurrence - driver will receive a fine of seven and 50/100 dollars (\$7.50)
 - (3) Third and each subsequent occurrence - driver will be suspended without pay for one working day.

- b. The driver will be paid ten dollars (\$10.00) per month for performing this duty, with a maximum of one hundred (\$100.00) per year. The driver will be paid the accumulated total at the end of the school year.
- c. Bus drivers will be paid ten dollars (\$10.00) for washing a bus other than their own if assigned to use said bus on a special trip with approval of transportation supervisor. This amount is in addition to that provided for in Section b, above.

11. **Driver Jackets.**

- a. Each five (5) years, drivers who drive without a chargeable insurance claim accident will be provided with an appropriate jacket by the Board of Education. The cost of the jacket will be determined by the Board. The jackets will be red or blue and of heavy lining.
- b. Jackets are to be given to the driver within one month of completing their five years.

12. **Bus Drivers Basic Duties.**

- a. The school bus driver shall pick up and deliver students to school in the a.m. and take children home from school in the p.m. An asterisk will be placed next to a student's name with special health needs.
- b. The bus driver shall check fluid levels, tires, radiator, and lights daily. The interior of the bus shall be clean at all times. The rear windows and windshield shall be kept clear. The exterior of the bus shall be kept as clean as possible.
- c. The bus driver will cooperate with the supervisor in making maps, laying out routes, preparing student roster, etc. It will not normally be the responsibility of the driver to personally notify students of their pick-up time. At the time of state audit, drivers will be given the latest computer lists, both pick up and take home, to make their corrections at that time.
- d. The bus driver shall attend drivers' school and will be expected to attend drivers' meetings if at all possible. Meetings will not normally be scheduled on in-service days. Employer called meetings will be paid at trip rate.

- e. The driver must meet the school bus driver competency requirements as set by the Michigan Department of Education.
- f. The bus driver shall have fire drills a minimum of every sixty (60) days.
- g. The driver's personal appearance must be clean and tidy at all times.
- h. The ability to drive satisfactorily will be judged by the supervisor.
- i. Drivers shall comply with all state and federal laws pertaining to the operation of school buses while on the job.
- j. The bus driver shall not allow anyone to drive the bus or act as a substitute for him/her unless authorized to do so by the Superintendent or the transportation supervisor.
- k. Drivers are to transport only students assigned to their buses. Pupils wishing to ride another bus must have a written note from parents and countersigned by the principal and/or designee.
- l. On field trips, athletic team buses, and other special trips, only authorized riders as designated by the sponsor may ride the bus.
- m. Drivers are responsible for the direct supervision of all students who are being transported. This supervisory responsibility ceases when the students are discharged after the accepted discharge time. All drivers involved in the transfer of students at night are to keep early arrival students on their bus until their regular bus arrives.
- n. Riders who cause problems on the bus and whose parents have been contacted may receive a "bus conduct report" form. These are to be given to the transportation supervisor.
- o. A child who has not been taken off the bus list by either the transportation supervisor, a principal, or the Superintendent has a right to ride the bus.
- p. Riders who cause trouble on a field trip or a spectator bus should be referred to the principal in the same way that a regular rider is referred. This should be done the same day or the next school day.
- q. Be consistent with your discipline. If two children are involved, report both.
- r. Children who get on a bus are expected to complete the run.

- s. Any vandalism on the bus is to be reported to the principal and/or the transportation supervisor. The parents of the offender will be presented with a bill to pay for the damage.
 - t. Damage to your bus is to be reported to the transportation supervisor as soon as possible.
 - u. Requests for maintenance to your bus are to be written on Maintenance Request forms. They are to include the date, and your signature. Any maintenance problems with the buses will be given to the mechanics in writing as soon as the bus driver has knowledge of the problem.
 - v. When employees drive for field trips, upon delivery of the students, the driver shall maintain availability at all times within the constraints of Article X, Section B of this Agreement.
13. **CDL License.** The Board will reimburse each bus driver unit member the full CDL license fee. Full payment shall be made the third (3rd) Tuesday of the month following purchase of such license.
14. **Placement of School Buses.**
- a. Any driver who will be away from his/her residence after the regular morning bus run, for the remainder of the day, shall notify the transportation supervisor where he/she can be reached.
 - b. Drivers shall maintain an adequate fuel supply in their buses so that gassing the bus shall not be required in the event of an emergency.

C. **Work Assignments.**

- 1. The Board agrees to work employees only within their own classification, except in cases of emergency or when the regular employee is not readily available.
- 2. An employee of the District shall be required to be on duty or responsible whenever the buildings or facilities are in use.
- 3. **Call Back.** An employee that has returned home after completion of his/her regularly scheduled working hours may be requested to return to work.
- 4. **Substituting.** Unless approved by the Board, an Employee may not substitute for another Employee if the substitute's assignment conflicts with

the Employee's regular job assignment. Substitute assignments within the Aide and Secretarial/Clerical Departments shall be made among the available Employees within those departments on a rotating basis. A list of the times each available Employee can work without a conflict with the Employee's regular job shall be developed to facilitate substitute assignments within these departments. Substitute assignments may result in an Employee working more than eight (8) hours a day, but not more than forty (40) hours in a week.

- D. **Overtime.** The Employer shall have the right to require employees to work overtime and perform extra work as a condition of employment. The Employer will endeavor to assign mandatory overtime on a rotating basis in the same job classification beginning with the employee with lowest seniority in the classification.
1. Notice of scheduled overtime or extra work shall be given to the affected employees at least seventy-two (72) hours in advance, whenever possible.
 2. Whenever additional work is available, either during or outside the normal workday, such work shall be offered on a rotating seniority basis within the classification.
 3. When the extra work or overtime to be performed is a continuation of a specific job that was being performed immediately prior thereto, it shall be considered as unscheduled extra work or overtime and may be performed by the employee or employees who were performing this specific job immediately prior thereto.
 4. Compensation for overtime shall be at time and one-half (1-1/2) the employee's regular straight time hourly rate of pay for all hours worked in excess of forty (40) hours in any one (1) week.
 5. **Call-In.** In the event an employee is called in to work, which is not continuous with his/her regular shift, he/she shall be paid time and one-half (1-1/2) his/her regular straight time hourly rate for the actual time necessarily spent on the job or a minimum of two (2) hours pay at the appropriate overtime rate, whichever is greater. It is understood and agreed there shall be no pyramiding of any premium pay.
 6. **Flex Schedule and Compensatory Time.** Notwithstanding any other provision in this Agreement, including subparagraphs 5 and 6 of paragraph A of this Article X, the Employer may flex the work schedules for school functions to avoid the payment of overtime in emergency situations. The Employer may not utilize substitutes on a regular basis to avoid the overtime payment. Also, compensatory time may be granted in lieu of overtime compensation for any Employee in the bargaining unit

as permitted by law. Compensatory time shall be calculated at 1 1/2 hours for each hour of work for which overtime compensation would be paid. Compensatory time may be accrued up to a maximum of two hundred forty (240) hours. Accrued compensatory time may be used upon request by the Employee within a reasonable time after it is earned provided the use does not unduly disrupt the operation of the Employer. Upon separation an Employee shall be paid for all accrued but unused compensatory hours as required by law.

E. Safety.

1. The Employer shall make provisions for the safety and health of its employees while performing their duties during the hours of their employment and shall furnish such devices as required thereby.
2. Employees shall observe safety rules and shall use appropriate safety devices or equipment.
3. All Employer-required health examinations will be at Board expense. Selection of the physician is at the discretion of the Board.
4. The employee will inform his/her immediate supervisor in writing of any hazard as soon as the employee first becomes aware of any unsafe areas, conditions, or defective equipment. The employee will exercise reasonable safety precaution in the pursuit of the employee duties and correct hazardous and unsafe conditions occurring within the realm of the employee's responsibility and capability. The Board upon notification of an alleged unsafe condition shall investigate such condition and shall make reasonable adjustments in such condition if as the result of the Board's investigation the alleged unsafe condition is found to be a hazard to the employee.

F. Job Descriptions.

1. The Employer shall develop a written job description for each classification in consultation with the Association.
2. Each job Description shall include as a minimum:
 - (a) Title of classification
 - (b) Qualifications
 - (c) Primary duties and responsibilities
3. Job descriptions shall not be grievable.

ARTICLE XI: LEAVES OF ABSENCE

A. Leaves of Absence With Pay.

1. Sick Leave.

- a. Twelve (12) month employees shall earn and accumulate paid sick leave credits on the basis of one (1) day per month for each month or major portion of each month that the employee works until they have earned ten (10) days for the year, and ten (10) month employees shall earn and accumulate paid sick leave credits on the basis of one (1) day per month for each month or major portion of each month that the employee works until they have earned eight (8) days for the year.
- b. Unused paid sick leave credits shall accumulate from year to year up to a maximum of one hundred twenty (120) days. The employee will have the option of accumulating all unused sick leave days or one half (1/2) of the unused sick leave days annually. Employees will be reimbursed fifty percent (50%) of the daily rate of pay for the days not accumulated.

When an employee retires from the school district, as defined by MPSERS, the employee shall be reimbursed fifty percent (50%) of the daily rate of pay for unused sick leave days up to a maximum of One Thousand Five Hundred Dollars (\$1,500).

- c. A record of the sick and personal leave shall be given to the employee once each quarter.
- d. In the event an employee is going to be unavailable for work, the employee shall notify the appropriate supervisor in advance, but not later than one (1) hour prior to the employee's established reporting time, except in cases of emergency when it was impossible for the employee to call. Once the employee has reported unavailability for work, it shall be the responsibility of the Administration to arrange to have the job performed if the Employer deems it necessary.
- e. If an employee becomes ill during his/her work hours, the employee shall notify the appropriate supervisor, if readily available, or call a designated telephone number(s) so that arrangements may be made to cover his/her absence if the Employer deems it necessary.

- f. In situations where there is cause to suspect abuse of sick leave, the Employer shall notify the employee in writing of the suspected abuse and the reasons for same and may require the Employee to submit a physician's statement to verify the absence and future absences. Such notification may be considered a first warning.
- g. After five (5) consecutive days absence due to illness or disability, the Employer may require, at the Employer's expense (unless this cost is covered by the Board insurance policy), a physician's statement to certify that the employee is physically fit to return to duty at the conclusion of such illness or disability without restriction or limitation.
- h. One (1) day of paid sick leave shall be equivalent to the number of hours the employee regularly worked in a regular work day, at the rate applicable to the employee's permanent job classification assignment at the start of the absence for which compensation is requested.
- i. Full-time Employees may use sick leave in increments of not less than two (2) hours. Part-time Employees must have their supervisor's approval to use sick leave in increments of less than one-half (1/2) day. The number of days or hours used shall be deducted from the Employee's sick bank of accumulated unused paid sick leave credits.
- j. Whenever sick leave days are used, the number of days used shall be deducted from the employee's bank of accumulated, unused paid sick leave credits and shall be deducted as either full, half, or one-quarter days.
- k. Bus drivers' sick days will be classified in run units. At the end of the year partial credit will be rounded down to the nearest half or whole unit.
- l. Employees shall be allowed to use sick leave for the following:
 - (1) Personal illness or disability which shall include childbirth and complications of pregnancy.
 - (2) Illness or disability of a member of an employee's immediate family, as defined in Article XI, N, 1, which requires the employee being with and attending to the family member, is not to exceed five (5) days per fiscal year, unless his/her immediate supervisor grants him/her additional time off from work.

m. Employees injured while working for the Employer and thus becoming eligible for Workers' Compensation benefits shall have the following choices:

- (1) Accumulated sick leave days shall, on an optional basis to the employee, be available to the injured employee during the period he/she is unable to work as a result of said injury.
- (2) If the employee elects to use accumulated sick leave, his/her workers' compensation benefits shall be supplemented by the Employer to give the employee the equivalent of his/her regular daily rate of pay. In this case, the employee's bank of unused sick leave would be charged with a proportional amount of time lost, based on the ratio of school funds used to make up the employee's regular daily rate. Earnings of employees receiving workers' compensation shall not exceed regular earnings.
- (3) Any injury shall be promptly reported to the immediate supervisor using the injury reporting form.

n. **Leaves of Absence With Pay** shall be granted for the following reasons:

- (1) **Funeral Leave.** All employees shall receive time off with pay at their regular straight time hourly rate for each day necessarily lost during their normal work week not exceeding three days due to each death in their immediate family or their immediate household. However, payment shall not be made for any such three (3) days on which the employee, for any other reason, would have been absent from work. Immediate family shall be defined as the employee's then current spouse, children, grandparents, grandparents-in-law, parents, parents-in-law, son-in-law, daughter-in-law, brother, sister, grandchildren. The purpose of funeral leave is to provide the employee time off from work to make arrangements for and attend the funeral.

Funeral Leave Non-Immediate Family. Attending the funeral of someone other than the immediate family, as defined above, or the immediate household, shall not exceed three (3) days per fiscal year, unless his/her immediate supervisor grants him/her additional time off from work. If the deceased is not in the immediate family or immediate household of the employee, up to three (3) days may be deducted from vacation leave, personal business leave, or

sick leave, but all days used shall not exceed the three (3) days provided above unless granted per the contract.

All funeral leave after the first day of each occurrence shall be charged against sick leave, personal leave or vacation. If an employee has no paid leave, the employee shall receive one (1) paid funeral leave day and any additional funeral leave days shall be unpaid.

- (2) **Jury Duty.** An employee who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which he/she performs jury duty and on which he/she otherwise would have been scheduled to work for the Board, shall be paid the difference between what he/she receives from the Court as daily jury duty fees and what he would have earned from his employment with the Board on that day on the basis of the number of hours the employee was scheduled to work at his regular rate of pay. The Board's obligation to pay an employee for jury duty as provided herein is limited to a maximum of forty (40) days in any calendar year. In order to receive the payment above referred to, an employee must give the Board prior notice that he/she has been summoned for such jury duty, the days for which he/she claims such payment, and if released from jury duty in time for the employee to work one (1) or more hours during the employee's regular shift, the employee must report for duty.

A second or third shift employee who is on jury duty more than one-half (1/2) day may use vacation or sick time for paid leave that day.

- (3) **Witness Duty.** In the event an employee is subpoenaed to appear in a court of competent jurisdiction to give testimony in a case involving the school district, for which the employee is not an adverse witness, the district shall compensate the employee for the time difference between the employee's daily rate of pay and witness fee.
- (4) **Personal Leave.** Each bargaining unit member shall receive two paid personal business days each year. Personal business days are non-accumulative.

B. Leave of Absence Without Pay.

1. **Disability Leave.** An employee who, because of personal reasons, illness or disability is unable to report may, within seven (7) calendar days after

the employee has been notified that he no longer has any sick leave credits available, request a disability leave of absence and shall be granted said leave without pay or benefits until the completion of the school year. Seniority will accrue through the end of the school year during which the leave was taken. An additional year of leave may be granted by the Board of Education. All such extended leaves will be without pay or benefits. Seniority will not accrue.

2. **Association Events.** Members of the Association selected by the Association to attend functions such as conventions, or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions provided two (2) weeks advance notice is given to the Employer. The total cumulative time allowed shall be ten (10) days in any fiscal year.
3. **Child Care Leave.** A child care leave of absence without pay or benefits not to exceed one (1) year will be granted when requested in writing by an employee for said purpose. A second year may be granted by the Board if requested by the employee at least sixty (60) days prior to the expiration of the original leave.

C. **Other Leave Provisions.**

1. Other leaves, or extensions of leaves, may be granted at the sole discretion of the Employer upon written request by the employee.
2. Upon return from leave, the employee's previously unused accumulated sick leave days shall be restored.
3. **Family and Medical Leave Act of 1993.**
 - a. Leave provisions of this Agreement shall be construed consistently with the requirements of the Act. However, if the leave provisions under this Article are more generous, this Agreement shall prevail.
 - b. Employees may take paid or unpaid leave in accordance with this Act for birth, adoption, placement in their foster care of a child, or for serious medical conditions affecting themselves or their immediate family as defined in the Act. All such leaves may be concurrent with, and not in addition to, any other applicable leave provided for in this Agreement.
 - c. Upon return from leave under this Act, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.

- D. **Returning from Leaves of Absence.** An employee timely returning upon the expiration of a leave of absence shall be returned to his/her former position provided: (1) the position still exists and (2) the employee is capable of satisfactorily performing said job without limitation or restriction. In the event the job has been abolished, said employee may exercise his/her seniority to fill a job in his/her former classification he/she is capable of satisfactorily performing.

ARTICLE XII: HOLIDAYS AND VACATIONS

A. **Holidays.**

1. Employees shall have the following days off with pay when the specific day falls within the employees' scheduled work year: Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve, New Year's Day, President's Day (February Monday), Good Friday if school is not in session, Memorial Day, and Independence Day. Employees may use vacation or personal leave for the Friday preceding President's Day.
2. In the event school is in session on the day which was to be celebrated as a holiday, the parties agree to meet and negotiate on a mutually agreed upon date for the holiday to be celebrated.
3. To be qualified to receive holiday pay hereunder, an employee must have completed his/her probationary period and must have worked the regularly scheduled work day on the scheduled work day preceding the holiday and the regularly scheduled work day on the scheduled work day following the holiday, unless:
 - a. Such employee was excused in writing by his/her immediate supervisor from working part or all of the hours normally scheduled to work on such days.
 - b. Such day or days occur during the employee's regularly scheduled vacation period.
 - c. Absence on such day or days was caused by illness of the employee and such illness necessitated the use of three (3) or more consecutive sick days, which illness commenced within five (5) calendar days prior to the holiday.
4. If a holiday falls on an employee's regularly scheduled day off, the employee who is eligible for the holiday will be paid holiday pay for that day commensurate with the hours they are regularly scheduled to work.

5. If a holiday occurs during an employee's scheduled vacation, the employee shall receive his/her holiday pay in addition to his/her vacation pay.
6. Holiday pay shall be determined for qualified employees by multiplying their regular straight time hourly rate times the number of hours they regularly work per day.
7. The parties agree that for a bargaining unit member to be eligible for holiday pay under this Article they must work five (5) days per week. Employees who work less than five (5) days per week shall not be eligible for this benefit unless the holiday falls on the employee's normal work day then the employee shall be eligible for the holiday pay.

B. Vacations.

1. Employees shall be granted vacation time as set forth in Schedules A through E.
2. Vacation pay will be paid at the employee's hourly rate.
3. An employee may take his/her vacation at any time following his/her anniversary date in which the vacation was earned subject to the following:
 - a. No vacations may be taken during the two (2) weeks before school begins or during the last (2) weeks of school.
 - b. No vacations may be taken on days when school is in session (student days) without approval of the Superintendent or designee.
 - c. Vacation may be taken in increments of less than one (1) week or five (5) consecutive work days no more than once a month.
 - d. Requests for vacation time during the summer vacation period submitted by April 1st shall be granted based on seniority. Vacation requests made at other times shall be granted in the order received without regard to seniority and must be made at least thirty (30) days in advance except in cases of emergency.
 - e. The Employer may grant exceptions to the above restrictions.
4. Vacation days shall not be accumulated or carried over from year to year unless approved by the Employer. The Employer shall insure that each employee takes his/her earned amount of vacation.

5. If an employee, who is otherwise eligible for a vacation with pay, dies, retires, quits or is discharged on or after his/her anniversary date upon which he/she qualified for such vacation with pay without having received same, such employee shall receive, along with his/her final paycheck, the vacation pay for which he/she qualified as of his/her anniversary date.
6. Employees who are discharged prior to their anniversary date upon which they would have qualified for vacation with pay shall not be entitled to any portion of the vacation pay for which they would have qualified on their anniversary date. All other employees who retire or die shall receive their prorated vacation pay along with their final paycheck.
7. Absence on account of sickness, injury, or disability in excess of that amount accumulated in the employee's individual sick leave bank shall be charged against accrued vacation days at the request of the employee.

ARTICLE XIII: GENERAL

- A. **Rules of Conduct.** The Board shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem necessary and shall post the changed rules for fourteen (14) calendar days before it deems effective, in addition to furnishing a copy of said rule change to the Association President.
- B. **License Requirements.** It shall be the responsibility of each employee to meet all State required qualifications, tests and licenses for the performance of his/her job responsibilities. Any State required license and/or test must be met to qualify for continuous employment. All bargaining unit members shall receive their full license fee reimbursed at the (receipt) of license.
- C. **Subcontracting.** The Employer shall have the right to subcontract work normally performed by bargaining unit employees when it determines it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and/or more economical basis. The Employer agrees not to layoff or dismiss employees as a result of subcontracting.
- D. **Emergency Work.** It is understood and agreed that in case of emergencies when a sufficient number of employees are not readily available to handle such emergencies, any employee of the Board may be used for the duration of the emergency.

- E. **Employee Address and Telephone.** Employees shall be required to keep the Board informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his/her last address on record with the Board shall constitute notice to the employee of the contents of such communication. Changes in address and telephone must be made known to the supervisor as soon as possible.
- F. **Time Sheet.** It is expressly understood that employees shall be responsible for the recording of their own hours and that no other employee shall change those hours. No supervisor shall, without cause and, in any event, without the knowledge of the employee, change those hours. In every case the employee will sign their own time sheet.
- G. **Protection of Fellow Employees.** It is expressly understood that no bargaining unit member shall be responsible for evaluating, including participation in the evaluating of any work of any other bargaining unit member. Likewise, no bargaining unit member shall be responsible for or participate in the disciplining of any other bargaining unit member.
- H. **Required Certification Conferences.** The Board shall, in the event any personnel is required by state, federal, or local guidelines to attend conferences (by way of example, food service nutrition certification) pay those employees their regular hourly rate for all time spent at said conferences and voluntary conferences.
- I. **Special Education.**
1. In the event that the Hanover-Horton Schools will provide services to a medically fragile student in a regular classroom setting, the Board agrees to bargain the issues dealing with the inclusion of said medically fragile student. However, no member will be required to perform any medical procedure unless such procedure is a service mandated by the IEP. For the purpose of this Agreement, "Medical Procedure" shall be defined as a procedure required as part of ongoing medical treatment which requires special training.
 2. The parties acknowledge that the placement of a special education student in a least restrictive environment is legally mandated. It is also recognized that the extent to which any individual student should participate in regular education programs and services involves considerations of that student's unique needs as determined by an individual education planning team (IEPT). Although it is agreed that the student's participation and right to participate in regular education programs and services cannot be affected by this Agreement, the District does agree to consider how the student's placement will effect members when determining the student's placement. It is recognized that this Section of the Master Agreement should be implemented when including

students identified as Emotionally Impaired, Mildly Cognitively Impaired, Moderately Cognitively Impaired, Severely Cognitively Impaired, and Autistically Impaired.

3. The District shall determine the Special Education Aide who will be providing services for a special education student, if such an aide is required and approved, as early as practical. Such aide may participate in the IEPT which initially places (or continues the placement of) the student in a regular education classroom. "Services" shall not include medical procedures beyond the training level of the aide, facility cleanup or off-campus activities not a part of regular classroom activities unless specified by the IEPT.
4. Any bargaining unit member who will be providing services to a special education student in a regular educational classroom setting will be invited to participate in the individual student's appropriate placement. Appropriate arrangements will be made so that any bargaining unit member who has been invited to attend the IEPT may do so as a full participant.
5. If any bargaining unit member whose working conditions are impacted by the student has a reasonable basis to believe that a handicapped student's current Individual Education Plan (IEP) is not meeting the student's unique needs as required by law, the member will advise his/her supervisor in writing. The supervisor shall review the concern and institute the necessary steps to address and/or remedy the concern.
6. On a case-by-case basis, the building principal and the aide who will be providing services to a special education student will mutually determine what ongoing training, observation opportunities and other support should be provided to the aide. Such support shall be provided to the aide. Such support shall be provided in a timely manner, at no expense to the aide, and with release time as appropriate.
7. For each case a committee comprised of the building principal, an Association representative, the teacher and the special education aide providing services shall determine the level of information awareness to be provided to building staff. Due care will be taken to comply with the Family Educational Rights and Privacy Act (FERPA) and appropriate confidentiality will be maintained at all times.
8. The special education aide(s) shall maintain and/or accrue seniority in the aide classification and shall have bumping rights therein.
9. A comprehensive job description shall be developed for the special education aide that relates directly to the individual student being served.

J. **School Improvement.**

1. The Board and the Association agree that employee participation in decision making is effective in providing positive results for education.
2. The provisions contained in this Section shall apply to all School Improvement Plans, programs or processes set forth by School Improvement Committees established in the Hanover-Horton School District as a result of P.A. 25.
3. It is understood that participation on School Improvement Committees is voluntary. Further, employees who participate, or are non-participants, in such activities shall not be negatively evaluated for any conduct relative to such committees.
4. In the event that any provision(s) of a School Improvement Plan, program or process or application thereof violates, contradicts, or is inconsistent with this Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail.

K. **Public School Academies.** The District will provide immediate notice to the Association of any contact, correspondence, or inquiry regarding a Public School Academy application made to the District.

ARTICLE XIV: GRIEVANCE PROCEDURE

A. **Intent.** The primary purpose of this procedure is to secure, in the easiest and most efficient manner, equitable solutions to a claim of an aggrieved party. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with a representative of the Association so long as it does not interfere with the duties of the employee.

B. **Definitions.**

1. A "*grievance*" is a claim of a violation, misinterpretation or misapplication of any provision of this Agreement.
2. The "*aggrieved person*" is the person, persons or Association making the claim.
3. The term "*employee*" includes any individual or group who is a member of the bargaining unit covered by this Agreement. Any group grievance will

name all employees aggrieved and will be signed by at least two (2) employees actually aggrieved.

4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "day" shall mean working days.

C. **Structure.**

1. There shall be one or more Association Representatives to be elected in a manner determined by the Association.
2. The immediate supervisor shall be the administration representative when the particular grievance arises in that area.
3. The Board hereby designates the Superintendent as its representative when the grievance arises in more than one area and the grievance shall be initiated at level four (4) of the grievance procedure.
4. If an employee has filed a sexual harassment complaint and if resort to the grievance procedure would result in the accused harasser hearing the grievance, the grievance may be transmitted to the next step at the option of the grievant. The District assures employees that all complaints will be handled confidentially and shall be investigated without delay. In no event will the District permit or engage in retaliation of any kind against any employee who initiates a complaint.

D. **Procedure.**

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by written mutual consent. If the grievance is filed on or after June 1, the time limits may be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practical. Decisions at all levels shall be in writing.

Level One – Informal. An employee with a complaint shall discuss it within five (5) days of the occurrence of the event or the employee has knowledge or should have had knowledge of the event which is its basis with his/her supervisor in an attempt to reach a satisfactory solution. The employee may be represented by the Association at any level in the grievance procedure. Following the initial discussion, either party may involve their representatives in additional discussions in order to effect an equitable solution. Within four (4) days, after presentation of the complaint, the supervisor shall give his/her answer orally to the employee.

Level Two - Supervisor. If the employee is not satisfied with the disposition of his/her complaint, he/she may within the next seven (7) days, file a grievance and arrange for a meeting of himself and his Association representative with the supervisor to again seek a satisfactory solution. Within seven (7) days from receipt of the grievance by the supervisor, he shall render a decision in writing to the grievant.

Level Three – Superintendent. If the Association decides there is a legitimate grievance, the Association designee shall, with seven (7) days, arrange a meeting with the Superintendent. Within fourteen (14) days of said meeting, the Superintendent shall render a decision in writing to the Association designee.

Level Four – Board Level. In the event the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within the prescribed time limits, he/she may refer the grievance through the Association to the Board of Education with seven (7) days. Within fourteen (14) from receipt of the written referral to them they shall meet with the Association designee for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered with fourteen (14) days of this meeting.

Level Five - Arbitration

1. If the Association is not satisfied with the Level 4 disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may, at the option of the Association, be submitted to arbitration.
2. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules.
3. The right to demand arbitration over an unadjusted grievance is limited to a period of fifteen (15) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given.
4. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously presented during the grievance process.
5. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the provision of this Agreement, and he shall be without power and authority to make any decision: (1) contrary to, inconsistent with or modifying or varying in any way the terms of this Agreement, or (2) granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.

6. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, and the Board shall not be required to pay back wages of more than two (2) weeks prior to the date a written grievance is filed.
 - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.
7. The arbitrator's decision shall be final and binding on the Association, all employees covered by this Agreement, and on the Board.
8. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
9. The cost and expenses of the arbitrator shall be paid by the loser; determination of same shall be made by the arbitrator.

E. Miscellaneous.

1. A grievance may be withdrawn at any level.
2. No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
3. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. All available information necessary to the determination and processing of any grievance shall be furnished upon written request to the Union or the party involved in said grievance at a reasonable cost for its preparation.
5. Hearings and meetings at all grievance levels will be established by mutual agreement between the Superintendent and the Union.
6. In the event that a grievance is filed by a bargaining unit member of the Union that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties may, by mutual consent, send the grievance directly to the Superintendent.

ARTICLE XV: COMPENSATION

A. Longevity Pay.

1. Staff completing five (5) school years through nine (9) school years will receive seventy-five dollars (\$75.00) payable each June.
2. Staff completing ten (10) school years through fourteen (14) school years will receive one hundred twenty-five dollars (\$125.00) payable each June.
3. Staff completing fifteen (15) school years through nineteen (19) school years will receive one hundred seventy-five dollars (\$175.00) payable each June.
4. Staff completing twenty (20) school years through twenty-four (24) school years will receive two hundred twenty-five dollars (\$225.00) payable each June.
5. Staff completing twenty-five (25) years or more will receive three hundred twenty-five dollars (\$325.00) payable each June.

- B. All employees who regularly work thirty (30) hours per week or more shall have the option of receiving their wages over twenty-six (26) pays (every two weeks).

ARTICLE XVI: BENEFITS

A. Insurance.

1. Employees eligible for benefits as set forth in Schedules A through E shall have their choice of either Plan A or B of the insurance as set forth below:

MESSA PAK Plan A - For Employees Electing Health Insurance:

(2010-2011 School Year)

MESSA Choices II -- 10/20 prescription drug card
\$100/\$200 Deductible
\$10 office visit / \$25 urgent / \$50 emergency room
Both Effective October 1, 2010
Riders include immunization rider
Long-Term Disability alcohol / substance same as any other illness

Delta Dental Class I, II, III 80/80/80 \$1,000 annual max
Class IV Ortho 75%; \$750 lifetime max

MESSA VSP 2 - Silver

MESSA Negotiated Term Life \$20,000 AD&D

MESSA LTD 60%, 120 calendar day modified fill waiting period, \$2,500 monthly maximum

(2011-2012 School Year)

MESSA Choices II -- 10/20 prescription drug card

\$200/\$400 Deductible

\$20 office visit / \$25 urgent / \$50 emergency room

Riders include immunization rider

Long-Term Disability alcohol / substance same as any other illness

Delta Dental Class I, II, III 80/80/80 \$1,000 annual max

Class IV Ortho 75%; \$750 lifetime max

MESSA VSP 2 - Silver

MESSA Negotiated Term Life \$20,000 AD&D

MESSA LTD 60%, 120 calendar day modified fill waiting period, \$2,500 monthly maximum

Stop Gap Loss for 10/20 prescription drug card:

Employees will pay the first \$500 per person/\$1000 per family of \$10/20 drug co-payment stop loss each Plan Year and the District will pay the second \$500/\$1000 of co-payment stop loss each Plan Year (District will not pay cost difference between brand name and generic if brand name is not medically necessary).

MESSA PAK Plan B - For Employees Not Electing Health Insurance:

Delta Dental Class I, II, III 80/80/80 \$1,000 annual max

Class IV Ortho 75%; \$750 lifetime max

MESSA VSP 2 - Silver

MESSA Negotiated Term Life \$20,000 AD&D

MESSA LTD 60%, 120 day modified fill wait, \$2,500 maximum

2. In addition, those employees electing Plan B shall also receive a cash option in the amount of sixty dollars (\$60.00) per month. Cash option will increase to one-hundred eighty dollars (\$180.00 per month) for all full-time custodial/maintenance and secretarial/clerical employees for any year that two (2) or more employees (one [1] additional employee now receiving Plan A) select Plan B during open enrollment.
3. It shall be the responsibility of the Employee to inform the Employer of any changes in his status that may affect his/her insurance coverage.

4. The Employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue code, including provisions for non-reimbursed medical and dependent care.
 5. All staff covered by this Agreement, not offered Board paid health insurance, may purchase **MESSA** Choices II at the District group rate. Payment shall be made under the District's Section 125 Cafeteria Plan.
- B. **Premium Contribution.** Contributions may be pre-tax through the District's IRS Section 125 plan. Full-time employees electing Plan A health benefits shall contribute ten dollars (\$10) for singles and twenty dollars (\$20) for two-person/full-family per pay period for the 2010-2011 school year and fifteen dollars (\$15) for singles and twenty-five dollars (\$25) for two person/full-family per pay period for the 2011-2012 school year.
- C. **Coordination of Benefits/Coverage Clause.** Insurance coverage shall be available to all qualified employees. When both husband and wife are employed with this Employer, one shall be eligible for Plan A and the other for Plan B as set forth above. For those employees who are laid off due to lack of work or prolonged, unpaid disability leaves of absence, the Board will pay the subscription rate for the employee's insurance coverage through the month following the month in which the start of such layoff or leave of absence began. In order for employees to continue coverage beyond such time, they must make arrangements for the payment of the total premium or subscription rate for succeeding months, in which event coverage will be available to them to the extent permitted by the respective policies, if the employee fails to pre-pay the premium, the Board's liability and responsibility for premiums or subscription rates shall automatically be terminated.
- D. **Mileage Allowance.** The Employer shall reimburse employees for the use of their automobile at the IRS rate per mile whenever an employee is required by the Employer to use his/her personal vehicle for school business.
- E. **Payroll Deduction.** The Board shall make payroll deductions upon written authorization from any bargaining unit member for:
1. Employees and Educators Credit Union of Jackson
 2. Jackson City Income Tax
 3. Jackson County United Fund
 4. Any additional insurance coverage or annuity plan approved by the Board and the Association. The approved annuity plans are MEFSA, Northwestern and VALIC.
 5. United States Savings Bonds
 6. Court Ordered Child Support Payments

- F. **Job Split.** Any bargaining unit member working full-time but in more than one classification, shall be paid according to rates and hours worked in each classification.
- G. **National/State Health Care.**
1. Should the National and/or State Government mandate that the Employer provide a specific level and/or plan of health coverage, the Employer agrees to bargain over the implementation of said mandate and its effect upon the Collective Bargaining Agreement and the health insurance coverage for members of the bargaining unit.
 2. All other benefits including life insurance, vision, LTD, dental and annuities shall remain as provided for in this Article.
- H. **Communicable Disease Control Policy Blood Borne Pathogens.**
1. The Board shall make available to the employees a copy of its exposure plan. The copies can be reviewed at easy access points throughout the District.
 2. In addition, the Board shall individually inform all staff members annually of the dangers of blood borne pathogens, the opportunities for training in the handling of blood in the workplace and of individual rights to appeal decisions concerning the selection of those receiving Board sponsored treatment for the problem.
- I. The District shall offer direct deposit for all payments from the District up to four (4) financial institutions.
- J. The District shall provide current sick day and personal day totals once a quarter.
- K. **Insurance Stipend.** Employees required to make premium contributions for insurance benefits shall receive one hundred dollars (\$100.00) if single and two hundred dollars (\$200) if two person/full-family coverage on or before December 31, 2011. The stipends shall be paid only to those employees electing and eligible to receive Plan A health insurance benefits on December 31, 2011.

ARTICLE XVII: DURATION OF AGREEMENT

- A. THIS AGREEMENT shall be effective as of September 1, 2010 and shall remain in full force and effect through August 31, 2012. The parties hereto agree to commence negotiations on a successor agreement at least sixty (60) days prior to the above expiration date, provided either party gives the other party at least ninety (90) days advance, written notice, prior to the contract expiration date, of its intent to terminate this Agreement by notice of termination or amendment. Otherwise, the Agreement shall remain in effect from year to year until proper notice is given. It is understood and agreed that in the event a successor agreement is not reached as of the above expiration date, the parties are no longer liable for any of the terms and conditions set forth therein, except to the extent provided by law.
- B. The authorized representatives of the parties hereto have executed this Agreement this September 1, 2010.

Jackson County Education Association

Hanover Horton School District

John Smith, HHESPA President

Linda Brian, Superintendent

Patty Jones, HHESPA Secretary

Kathie Michel, President
Board of Education

Brad Gibson, MEA
UniServ Director

Brian Brockie, Vice President
Board of Education

Pam Schultz, President
Jackson County Education Association

Christine Vincent, Secretary
Board of Education

SCHEDULE A

Aides

2010-11			Step One (0-1 yr)	Step Two (1-2 yrs)	Step Three (2 + yrs)
		Probation			
	General*	10.07	10.71	11.21	11.67
	Instructional	10.67	11.28	11.83	12.32
	Special Education/RMO /Tech**	11.43	12.05	12.63	13.16
	Tech Aides	15.05			
2011-12			Step One (0-1 yr)	Step Two (1-2 yrs)	Step Three (2 + yrs)
		Probation			
	General I*	10.17	10.81	11.32	11.78
	Instructional	10.77	11.39	11.95	12.45
	Special Education/RMO /Tech**	11.55	12.17	12.75	13.29
	Tech Aides	15.20			

* The substitute rate will be seven dollars (\$7.00) per hour for individuals on the substitute list; eight dollars (\$8.00) per hour for aides currently employed by the District.

** Tech Aides shall receive one dollar (\$1.00) per hour increase upon completion of each of five (5) certifications: HTML, A + C, CNA, CNE, plus one (1) optional as approved by Supervisor.

Benefits

All regular aides shall receive \$20,000 Term Life with AD&D.

Any Aide who received greater benefits under the 1988-90 Master Agreement shall continue to receive said benefits as long as they are employed in their current position.

Any Library Aide hired after September 2001 shall receive Plan B benefits.

The Aides working thirty-two (32) or more hours shall receive VSP-2 Silver and Dental Class I, II, III, 50/50/50: \$500 No Ortho.

SCHEDULE B
Bus Drivers

		2010-2011
Run Rate		16.27
Trip Rate*		13.99
		2011-2012
Run Rate		16.43
Trip Rate*		14.13

* Night Lites shall be paid at the Run Rate.

Benefits

Full-time employees shall receive full single subscriber **MESSA** Choices II health insurance benefits plus VSP 2-Silver and Delta Dental 50/50/50: \$500 no Ortho, or select Option B. Full-time employees shall be defined as those employees scheduled to drive five (5) runs per day. Drivers assigned less than five (5) runs may utilize this benefit with the following proration:

- 4 runs - 80%
- 3 runs - 60%
- 2 runs - 40%

All regular drivers shall receive \$20,000 Term Life with AD&D.

Health Insurance Deductible

The bargaining unit will be held harmless for fringe benefits to all employees by classifications as of ratification date.

26 Pay Option

All drivers will have the option of receiving their wages over twenty-six (26) pays (every two (2) weeks).

SCHEDULE C
Custodial/Maintenance/Mechanic

2010-2011	Probation	Step One	Step Two	Step Three
Maintenance	15.92	17.01	17.35	18.18

2010-2011	Probation	Step One	Step Two	Step Three	Step Four	Step Five
Custodial	12.17	12.83	13.48	14.12	14.82	15.53

For the 2010-2011 school year, the Mechanic will be paid Twenty and 01/100 Dollars (\$20.01) per hour.

2011-2012	Probation	Step One	Step Two	Step Three
Maintenance	16.08	17.18	17.53	18.36

2011-2012	Probation	Step One	Step Two	Step Three	Step Four	Step Five
Custodial	12.29	12.96	13.62	14.26	14.96	15.69

For the 2011-2012 school year, the Mechanic will be paid Twenty and 21/100 Dollars (\$20.21) per hour.

Benefits: Full-time employees shall receive **MESSA** Choices II, Delta Dental Class I, II, III 80/80/80 \$1,000 annual max; Class IV Ortho 75% \$750 lifetime max; VSP 2 - Silver; \$20,000 Term Life with AD&D; LTD 60% benefit; 120 day modified full wait; \$2,500 maximum. Full-time employees shall be defined as those employees scheduled to work 40 hours per week for 52 weeks per year.

Vacation: Employees shall be allowed vacation time as follows:

- a) Employees who, as of their anniversary date, have completed their first but less than three (3) years of continuous service with the Board since their last hiring date shall receive one (1) week of vacation with pay.
- b) Employees who, as of their anniversary date, have completed three (3) but less than six (6) years of continuous service with the Board since their last hiring date shall receive two (2) weeks of vacation with pay.

- c) Employees who, as of their anniversary date, have completed six (6) but less than nine (9) years of continuous service with the Board since their last hiring date shall receive three (3) weeks of vacation with pay.
- d) Employees who, as of their anniversary date, have nine (9) or more years of service and are full year employees shall receive four (4) weeks of vacation pay.

SCHEDULE D Food Service

			Step One (0-1 yr)	Step Two (1-2 yrs)	Step Three (2 + yrs)
2010-2011		Probation			
	Cook	10.76	11.40	11.93	12.45
	Server	10.22	10.85	11.31	11.84
			Step One (0-1 yr)	Step Two (1-2 yrs)	Step Three (2 + yrs)
2011-2012		Probation			
	Cook	10.86	11.52	12.05	12.58
	Server	10.32	10.96	11.43	11.96

Benefits

Full time employees shall receive full single subscriber **MESSA** Choices II health insurance benefits or select Option B. Full-time employees shall be defined as those employees scheduled to work thirty-five (35) hours per week for the school year.

Delta Dental Class I, II, III 80/80/80 \$1,000 annual max

Class IV Ortho 75% \$750 lifetime max

MESSA VSP 2 - Silver

MESSA Negotiated Term Life \$20,000 AD&D

MESSA LTD 60%, 120 day modified full wait, \$2,500 maximum

Health Insurance Deductible

The bargaining unit will be held harmless for fringe benefits to all employees by classification as of ratification date.

SCHEDULE E
Secretarial/Clerical

				Step One		Step Two		Step Three
2010-2011		Probation		(0-1 yr)		(1-2 yrs)		(2 + yrs)
		14.06		14.68		15.31		15.96
				Step One		Step Two		Step Three
2011-2012		Probation		(0-1 yr)		(1-2 yrs)		(2 + yrs)
		14.20		14.82		15.46		16.12

Benefits: Full-time employees shall receive MESSA Choices II, Delta Dental Class I, II, III 80/80/80 \$1,000 annual max; Class IV Ortho 75% \$750 lifetime max; VSP 2 - Silver; \$20,000 Term Life with AD&D; LTD 60% benefit; 120 day modified full wait; \$2,500 maximum. Full-time employees shall be defined as those employees scheduled to work 35 hours per week for 40 weeks per year.

Vacation: Employees, except ten (10) month Employees hired after September 1, 2007, shall be allowed vacation time as follows:

- a) Employees who, as of their anniversary date, have completed their first but less than three (3) years of continuous service with the Board since their last hiring date shall receive one (1) week of vacation with pay.
- b) Employees who, as of their anniversary date, have completed three (3) but less than six (6) years of continuous service with the Board since their last hiring date shall receive two (2) weeks of vacation with pay.
- c) Employees who, as of their anniversary date, have completed six (6) but less than nine (9) years of continuous service with the Board since their last hiring date shall receive three (3) weeks of vacation with pay.
- d) Employees who, as of their anniversary date, have nine (9) or more years of service and are full year employees shall receive four (4) weeks of vacation pay.

Response by Superintendent: _____

_____/_____
Superintendent's Signature Date

=====

Level IV

This grievance is submitted to Level IV for consideration by the Board of Education because:

_____ The Level III response was unsatisfactory.

_____ There was no timely Level III response.

Additional Information: _____

_____/_____
Grievant's Signature Date

Response by Board of Education: _____

NON-CONTRACTUAL ITEMS

VACANCIES:

After bid-meeting, each member will be notified of start date, time of job and basic job duties.

VACATIONS:

The parties may agree to a four (4) day, ten (10) hour schedule during the summer vacation period. The details will depend on the circumstances each summer.

SNOW DAYS:

The Custodial/Maintenance Supervisor may adjust start time.

The Custodial/Maintenance Supervisor may transport employees to and from the job site.

TRANSPORTATION PAY

If the District changes the current system of transporting students, the parties agree to negotiate any amendments to this Agreement required to implement such change.

LETTER OF AGREEMENT

The District will cover the one-time cost of the classes and certification tests. The District agrees that there is no time requirement for additional years of work beyond the first Letter of Agreement. The District believes that additional compensation should be based on technical expertise.

Signature

Signature

Date

Date

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