

MASTER AGREEMENT

Between the

**HASTINGS EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION—MEA/NEA**

And

**HASTINGS AREA SCHOOL SYSTEM
BOARD OF EDUCATION**

2011 – 2013

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Article 1—Agreement

This Agreement entered into this 27th day of February, 2012, by and between the Hastings Educational Support Personnel Association—MEA/NEA, hereinafter called the “Association,” and the Hastings Area School System Board of Education, hereinafter called the “Employer.”

In consideration of the following mutual covenants, it is hereby agreed as follows:

Article 2—Purpose

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, and terms and conditions of employment for the members of the bargaining unit herein defined.

Article 3—Recognition

The Employer recognizes the Association as the sole and exclusive bargaining representative pursuant to PERA for all full-time and regular part-time custodial and maintenance; secretarial and clerical; library secretarial and library paraprofessional; paraprofessional; and food service employees working ten (10) or more hours per week but excluding: technical supervisor, substitutes, supervisors, the three Administration Office secretarial staff, casual employees and all other employees. Casual employees are those who work less than ten (10) hours per week performing work currently being performed by members of this bargaining unit.

When used in this Agreement, the term "custodial/maintenance" shall refer to all custodial and maintenance personnel who are members of the bargaining unit. The term "secretary" shall refer to all secretarial personnel who are members of the bargaining unit. The term "paraprofessional" shall refer to all paraprofessional personnel who are members of the bargaining unit. The term "food service" shall refer to all food service personnel who are members of the bargaining unit. The terms "employee(s)" or "bargaining unit member(s)" shall refer to all bargaining unit members.

Article 4—Association Rights

- A. The Association and its representatives shall have the right to use school facilities and equipment for meeting at reasonable times when such facilities are not otherwise in use and upon the express prior permission of the administrator responsible for such facilities and equipment. The Association shall be responsible for proper use of all facilities and equipment, including leaving them in the same condition as they were prior to the Association's use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for damages caused to said equipment by improper use by individuals using it for Association business.
- B. Duly authorized non-employee representatives of the Association and its respective affiliates, the Michigan Education Association (MEA) and the National Education Association (NEA), shall be permitted to transact local Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations. Such representatives shall notify the administrator responsible for the building or facility which they intend to enter of their presence and the nature of their intended business prior to actually conducting any such business.
- C. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards in each building or facility to which employees may be assigned. To the extent permitted by law, the Association may use the inter-school District mail system, without U.S. postage, to distribute Association material. Bulletin board materials shall be limited to: notices of recreational and social events; notices of elections and results; and notices of meetings. A copy of all such notices will be forwarded to the Employer.

- D. The Employer agrees to furnish to the Association in response to reasonable requests available information concerning the Employer's financial resources and expenditures, including annual financial reports and audits, names, addresses, seniority and experience credit of all bargaining unit members; compensation paid thereto; budgetary requirements and allocations as adopted by the Board; agendas, minutes, and reports of all Employer Board meetings; census and membership data; and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs or proposals on behalf of bargaining unit members together with information which the Association may require to process any grievance or complaint.
- E. The Association likewise agrees to furnish to the Employer in response to reasonable requests such available information as will assist the Employer in developing intelligent, accurate, informed and constructive programs or proposals together with information the Employer may require to process any grievance or complaint.
- F. The rights granted herein to the Association shall not be granted or extended to any competing labor organization seeking to represent this bargaining unit.
- G. The Association shall furnish the Employer, in writing, with the names of the persons holding office in the Association within ten (10) days of election.

Article 5—Employer Rights

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan Revised School Code, or any other laws or regulations, provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished hereby by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
 - 2. Continue its rights, policies and practices of assignment and direction of its personnel, and the right to establish, modify or change any business or school hours or days.
 - 3. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 - 4. Adopt rules and regulations.
 - 5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
 - 6. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
 - 7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 9. Establish training programs for employees and to require attendance at any workshop, conference, etc., by employees, including special programs, during bargaining unit members' regular working hours.
 10. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, determine the size of the work force and to lay off employees.
 11. Determine and re-determine job content.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, 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 this Agreement.
- D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.

Article 6—Employee Rights and Protection

- A. No non-probationary employee shall be disciplined without just cause. The term “discipline” includes: written warning, reprimand, suspension and dismissal. Adverse evaluation of an employee’s performance shall not be subject to the grievance procedure.
- B. Each employee shall have the right to have an Association representative present at any scheduled meeting with a supervisor at which there exists a reasonable likelihood, to the administrator’s or supervisor’s prior knowledge, that the meeting will result in discipline against said employee. No disciplinary action shall be taken against an employee without the presence of such representation, unless waived by the employee, except in emergency situations in which both immediate action is necessary and prior notification of a representative is not reasonably possible. If disciplinary action shall become likely at a given meeting, the employee shall be advised immediately of such possibility.
- C. An employee shall have the right upon written request to review the contents of his/her personnel file, excluding materials exempt from review by law, and to have a representative of the Association accompany him/her in such review. Such reviews shall not exceed twice during any single calendar year and shall not be held during the employee’s regular duty hours, except lunch and break periods, unless expressly authorized by the employee’s immediate supervisor.
- D. Whenever new substantive material pertaining to the conduct or performance of an employee, including but not limited to student, parental, or school personnel complaints, are to be placed in the employee’s personnel file, he/she shall first be provided an opportunity to review the material so included. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. After reviewing material to be placed in the employee’s file, the affected employee shall sign said material and such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the employee refuses to sign any such material, the Administration may send a copy of the material to the Association President, who shall sign the material and specifically acknowledge in writing that a copy was served on the employee and that the employee refused to sign the material.

Article 7—Grievance Procedure

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- B. A written grievance shall contain the following:
 - 1. It shall be signed by the grievant or grievants;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 4. It shall cite the section or subsections of this contract alleged to have been violated;
 - 5. It shall contain the date of the alleged violation;
 - 6. It shall specify the relief requested.
- C. The time limits provided under this procedure shall be strictly observed unless changed by mutual written consent. Failure of the grievant or Association to proceed to the next grievance step within the time limits set forth shall be deemed to constitute acceptance of the Employer's decision and shall constitute a waiver of any further appeal on the grievance.
- D. Informal Level: When an employee believes that a grievance has occurred, he/she shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. This request shall be made within ten (10) days of the alleged occurrence or omission giving rise to the grievance. The Association may be notified and a representative thereof present with the employee at such meeting. If the employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided in E. below.
- E. Formal Level 1: If a grievance is not resolved in the meeting between the affected employee and his/her immediate supervisor at the Informal Level, the grievance may be formalized in writing, within ten (10) days of the Informal Level meeting between the supervisor and the affected employee. A copy of the grievance shall be sent to the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant and the Association.
- F. Formal Level 2: Within five (5) days of receipt of the supervisor's decision at Level 1, if the Association is not satisfied with the decision at Level 1, or if no decision has been made within five (5) days of the receipt of the grievance by the immediate supervisor, the grievance shall be transmitted to the Superintendent, or his/her designee. Within five (5) days after the grievance has been submitted, the Superintendent, or his/her designee, shall meet with the Association to discuss the grievance. The Superintendent, or his/her designee, shall, within five (5) days after the conclusion of the meeting, render a written decision. A copy of the decision shall be forwarded to the Association and the grievant.
- G. Formal Level 3: Within five (5) days of receipt of the decision of the Superintendent, or his/her designee, at Level 2, if the Association is not satisfied with the decision at Level 2, or if no decision has been made within five (5) days of the meeting at Level 2, the grievance shall be transmitted to the Board of Education. Within thirty (30) days after the grievance has been submitted, a committee of the Board or a designee shall meet with the Association on the grievance. A decision on the grievance shall be issued by the Board no later than its next regularly scheduled meeting following the meeting to hear the grievance.
- H. Formal Level 4: If the Association is not satisfied with the decision at Level 3 or if no decision has been made within the period provided in G. above, the Association may submit the grievance to arbitration before an impartial arbitrator. If the Association desires to submit a matter to Arbitration, a petition shall be filed, with a copy to the Employer, within ten (10) days after the Level 3 response. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

- I. The term “days” as used herein shall mean days when the District’s central administrative offices are open. All grievances shall be processed during times which do not interfere with the performance of employee job responsibilities.

J. Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to rule on any of the following:
 - a. Actions taken by the Employer with respect to probationary employees including, but not limited to, discipline and discharge.
 - b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
 - c. Any matter involving the content of an employee evaluation.
3. He/she shall have no power to change any practice, policy, or rule of the Employer nor to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule, or any action taken by the Employer. His/her power shall be limited to deciding whether the Employer has violated the express articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.
4. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the arbitrability of said dispute. By stipulation of the parties, the Arbitrator shall have the authority to concurrently hear both the jurisdictional issues and the merits of the dispute in the same proceeding. Should the Arbitrator determine that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits. Submission of jurisdictional issues to the Arbitrator shall not be regarded as a waiver by either party of its right to institute civil litigation contesting either the authority of the Arbitrator or any award allegedly rendered in excess of such authority.
6. There shall be no appeal from the arbitrator’s decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved and the Employer. Any litigation to vacate or enforce the Arbitrator’s decision must be initiated within six (6) months of the issuance of the Opinion and Award.
7. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer.

K. Claim for Back Pay

The Employer shall not be required to pay back-wages for longer than thirty (30) days prior to the date a written grievance is filed.

1. All claims for back-wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any other employment or unemployment compensation during the period of the back pay.
2. No decision in any one case shall require a retroactive wage adjustment in any other case.

**Article 8—Performance of Unit Work
By Non-Unit Employees and Students**

- A. An immediate supervisor of employees shall continue to perform bargaining unit work at the same level and extent as has been customary in previous years. In addition, a supervisor may perform unit work for the purposes of demonstration, training or in emergency conditions or where, in the Employer's judgment, an employee does not have the required technical expertise. "Emergency" shall be defined, for the purposes of this Article, as an unforeseen or critical circumstance or combination of circumstances which call for immediate action and which is not expected to recur on a regular basis.
- B. Utilization of co-op students and student help is a management function. Such utilization will be continued at least at the same level and extent as has been customary in previous years.
- C. It is understood that a technical supervisor may perform work customarily performed by the specialized maintenance person which cannot be performed by another employee.

Article 9—Agency Shop

- A. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days of the first day of employment shall, as a condition of employment, pay a service fee to the Association reflecting the fair share of the cost of negotiating and administering this Agreement. Any dispute pertaining to the calculation or amount of the service fee shall be a matter between the employee and the Association and shall not be subject to the grievance procedure or any other proceeding involving the Board of Education or the Employer.
- B. In the event that the employee fails to sign and deliver, as specified above, an assignment authorizing deductions of dues or service fees, the Association may request the Employer to deduct an amount which shall be established in compliance with all applicable legal requirements and which shall not exceed the amount of dues and fees uniformly required of the members of the Association in the manner provided below. This deduction shall be made pursuant to the authority of MCLA 408.471 et seq., being P.A. 1978, No. 390.

The Association shall make this request in writing and shall verify to the Board that the employee has not tendered the required membership dues or service fees. If the employee in question denies that he/she has failed to pay the dues or service fee, the employee may request and will receive a hearing before the Employer limited to the question of whether the employee has paid the required dues or service fees.

- C. If no hearing is requested by the employee or if it is otherwise determined that the employee has not authorized or paid the required dues or service fees, the Employer shall make the required deduction from the employee's wages.

- D. Pursuant to Chicago Teachers Union v Hudson, 106 S. Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

- E. All dues and service fee deductions made pursuant to the union security provisions of this Article shall be made in as nearly equal installments as possible during the school year.
- F. The Association will certify at least annually to the Employer, at least fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fees to be deducted by the Employer, and that said professional fees or service fees are only those permitted by this Agreement and by law.

The Association agrees to cooperatively discuss and exchange information with the Board regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the Board, to provide the Board for its review a copy of the Association's current policy and procedures regarding bargaining unit member objections to Association fees and/or expenditures, together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or object to representation service fees.

- G. Further, the Association agrees to promptly notify the Employer in the event a Court order, Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an Order or arbitration award, the Employer shall promptly give notice to the Association of any decision made by the Employer with regard to compliance.
- H. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one (1) of three (3) such charitable organizations as mutually designated by the Employer and the Association.
- I. The Association shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken or not taken by the Employer in reliance upon information furnished to the Employer by the Association in the course of enforcing this Article. Further, the Association agrees to indemnify and save the Employer, the Board of Education, the individual members of the Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorneys' fees or other forms of liability as well as all Court and/or administrative agency costs that may rise out of or by reason of, action by the Employer or its agents for purposes of complying with the union security provisions of this Agreement. The Association also agrees that neither it nor its

affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

The Association shall have the right to negotiate a settlement with a bargaining unit member whose wages have been subject to involuntary deduction under this Article, provided that this does not involve expenditure of Employer resources or require the Employer to take other remedial action to which it has not consented.

Article 10—Insurance

A. Custodial/Maintenance and Secretarial Personnel

1. a. The Board shall remit, on behalf of an eligible employee, premium payments for insurance coverage as described below:

PAK A – Year One (March 1, 2012 – June 30, 2012)

MESSA Choices II PPO with XVA2 (\$500/\$1,000 In-Network and \$1,000/\$2,000 Out of Network annual deductible and the \$10/\$20 prescription co-pay)
Term Life Insurance – \$25,000 with AD & D
VSP 2
Delta Dental 50/50/50/50 with \$1,000 annual maximum for Class I, II and III and \$1,000 lifetime maximum for Class IV; two (2) cleanings per year

Employee will pay 10% percent of the cost of the premium through June 30, 2012.

PAK A – Effective July 1, 2012

Employer's contribution toward insurance premiums (medical, dental, and vision) are limited to PA 152 caps. This will be the employer's maximum contribution to insurance. Employee will contribute the difference between the cap and the total premium cost but not less than 10% of Pak premium.

- b. An eligible employee who waives the health/hospitalization coverage above shall be enrolled in PAK B, as described below, and will receive the MESSA Choices II PPO with XVA2 single subscriber rate as a cash option subject to deductions for employee FICA and tax withholding.

PAK B

Term Life Insurance—\$25,000 with AD&D
VSP 2
Delta Dental 50/50/50/50 with \$1,000 annual maximum for Class I, II and III and \$1,000 lifetime maximum for Class IV; two (2) cleanings per year

Employee will pay 10% percent of the cost of the premium through June 30, 2012.

Effective July 1, 2012 – Employer's contribution toward insurance premiums are limited to PA 152 caps. This will be the employer's maximum contribution to insurance. Employee will contribute the difference between the cap and the total premium cost but not less than 10% of premium.

- c. Custodial/maintenance and secretarial personnel hired after July 1, 1999 shall be eligible for Board-paid premium contributions for single subscriber coverage only. After twenty-four (24) months of continuous employment with the Board, the employee shall become eligible for Board-paid premium contributions as needed.

B. Food Service Personnel

1. a. The Board shall remit, on behalf of each eligible employee, single subscriber premium payments for insurance coverage as described below:

MESSA Choices II PPO with XVA2 (\$500/\$1,000 In-Network and \$1,000/\$2,000 Out of Network annual deductible and the \$10/\$20 prescription co-pay)

Employee will pay 10% percent of the cost of the premium through June 30, 2012.

Effective July 1, 2012 – Employer’s contribution toward insurance premium are limited to PA 152 caps. This will be the employer’s maximum contribution to insurance. Employee will contribute the difference between the cap and the total premium cost but not less than 10% of premium.

- b. The premium payment by the Board shall only be provided on behalf of an employee regularly assigned to work six (6) or more hours each day.
 - c. An employee not choosing the health/hospitalization coverage above shall receive the MESSA Choices II PPO with XVA2 single subscriber rate as a cash option subject to deductions for employee FICA and tax withholding.
2. The Board shall pay premiums for a \$25,000 term life insurance policy for each employee.

C. Paraprofessional Personnel

1. An employee shall not be eligible to receive insurance benefits unless he/she is employed in the categories of Health Care II-Specialized/Special Education or In-School Suspension/Early Childhood (CDA).
2. a. The Board shall remit, on behalf of each eligible employee, single subscriber premium payments for insurance coverage as described below:

MESSA Choices II PPO with XVA2 (\$500/\$1,000 In-Network and \$1,000/\$2,000 Out of Network annual deductible and the \$10/\$20 prescription co-pay)

Employee will pay 10% percent of the cost of the premium through June 30, 2012.

Effective July 1, 2012 – Employer’s contribution toward insurance premium are limited to PA 152 caps. This will be the employer’s maximum contribution to insurance. Employee will contribute the difference between the cap and the total premium cost but not less than 10% of premium.

- b. The premium payment by the Board shall only be provided on behalf of an employee working in one of the above categories who is regularly assigned to work seven (7) or more hours each day.
- c. An employee not choosing the health/hospitalization coverage above shall receive the MESSA Choices II PPO with XVA2 single subscriber rate as a cash option subject to deductions for employee FICA and tax withholding.
- d. An employee in one of the categories indicated in 1. above shall be entitled to Employer premium contributions according to the following schedule:
 1. after one (1) year—50% of the single subscriber rate
 2. after two (2) years—75% of the single subscriber rate
 3. after three (3) years— employee is eligible for benefits listed above

All years of employment must have been in a category which is eligible for Employer health premium contributions.

An enrolled employee is responsible for making the remaining premium payment after the Employer's premium contribution through automatic payroll deduction.

- e. An employee who is eligible for health insurance shall also be eligible for Board payment of premiums for a \$15,000 term life insurance policy.

D. General Provisions

1. All disputes regarding insurance, except premium payments, are between the employee and the insurance carrier. Such disputes shall not be subject to the grievance procedure.
2. The Board agrees to provide a flu shot for those employees who desire a flu shot.
3. Health plan specifications for the coverage identified above shall not include coverage for services which the Board is prohibited from funding under the State School Aid Act or other laws.
4. Persons first becoming employed as members of the Association's bargaining unit after July 1, 2007 who hold assignments that are otherwise eligible for two-party or family health insurance premium contributions by the Board shall be entitled to Board contributed premiums for single subscriber coverage only for health insurance. These employees shall have the option to enroll in two-person or family health insurance coverage so long as the employee pays the additional premium for that coverage. Employees first becoming members of the Association's bargaining unit on or after July, 1, 2007 shall be entitled to enrollment at two-person or family levels (as applicable) for other insurance programs under this Agreement for which they are otherwise eligible.

Article 11—Part-Time Employees

A. Custodial/Maintenance and Secretarial Personnel

1. An employee working thirty (30) or more hours per week for the school year or longer shall be entitled to all benefits under this Agreement and shall be considered full-time.
2. No employee in the Custodial/Maintenance and Secretarial classifications, other than at the Community Education and Recreation Center, shall be employed for less than twenty (20) hours per week.
3. If an employee works at least twenty (20) but less than thirty (30) hours per week, he/she shall be entitled to prorated Employer paid insurance premiums. He/She shall also receive prorated sick leave, vacation and personal leave days. The prorated amounts shall be on the basis of a forty (40) hour work week.
4. An employee who works at least ten (10) but less than twenty (20) hours per week may only be employed at the Community Education and Recreation Center. Said employee is not entitled to any economic benefits or paid leaves under this Agreement, with the exception of payment at the applicable wage rate in the appropriate classification.
5. Seniority for a part-time employee shall accrue on a prorated basis.
6. The Employer agrees to notify the Association President when a part-time position in the Custodial/Maintenance or Secretarial classification is created. Upon request, the Employer agrees to discuss the classification, job duties and other working conditions associated with the part-time position with the Association President. This obligation shall not require re-negotiation of any portion of this Agreement. In the event the parties fail to reach agreement, the dispute may be processed through the grievance procedure.

7. Custodial/Maintenance and Secretarial Personnel employees working less than ten (10) hours per week may only be employed at the Community Education and Recreation Center.

B. Food Service Personnel

1. An employee working thirty (30) or more hours per week shall be considered full time.
2. An eligible employee shall receive an Employer contribution for contractual insurance benefits in accordance with Article 10, Section B.
3. Sick leave and personal leave shall be pro-rated based on the number of hours worked and shall be recorded when earned and when used as hours. The prorated amounts shall be on the basis of a forty (40) hour work week.
4. Seniority shall accrue as if the employee is full time regardless of his/her part-time status.

C. Paraprofessional Personnel

1. All employees shall be considered to be part-time employees and are not entitled to any economic benefits other than payment at the applicable wage rate and Employer insurance premium contribution to the extent specified in 3. below.
2. Seniority benefits shall accrue as if the employee is full-time regardless of his/her part-time status.
3. An employee in the category of Health Care II-Specialized or In-School Suspension/Early Childhood (CDA) shall be eligible for health care benefits pursuant to Article 10, Section C.

Article 12—Negotiations Procedure

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement and also with regard to any subject or matter which was negotiated in the formation of this Agreement but upon which no Agreement was reached.

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect during its term unless altered by mutual consent of the Employer and the Association, in writing. It is likewise recognized that matters previously unforeseen may be negotiated by mutual consent of the parties.

- B. Representatives of the Employer and Association may meet for purposes of discussing matters of mutual concern. These meetings are not intended to by-pass the grievance procedure or to constitute negotiations.
- C. Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the Agreement unless the parties have a written agreement otherwise. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating team.

- D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- E. This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- F. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) by the Association. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and provided to each current employee and all new employees at the time of hire. All school district personnel policy revisions pertaining to this bargaining unit shall be distributed to all employees within thirty (30) days of the policy revision.

Article 13—Separability

If any provision or application of this Agreement becomes or shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

It is further agreed that within ten (10) days of the effective date of legislation making any provision of this Agreement unlawful or of notification of a judicial determination of such illegality the Employer and the Association will commence negotiating to reach a new agreement concerning the subject matter of the provision(s) determined to be illegal, to the extent that such negotiation is permitted by law.

Article 14—Work Schedules

A. Custodial/Maintenance Personnel

- 1. The normal work week shall be Monday through Friday and shall consist of eight (8) hours per day. Each employee shall be at his/her regularly assigned building ready to commence work at his/her scheduled starting time.
- 2. The Employer shall have the right to establish a maintenance-security position having a five (5) day work week other than that specified in 1. above.
- 3. The Employer shall have the right to post Custodial and/or Maintenance positions having a five (5) day work week other than Monday-Friday. No employee hired on or before December 31, 2001 will be required to change his/her work week by virtue of this provision unless the employee is transferred under the layoff and recall provisions of this Agreement or voluntarily transfers to a position that includes such change.
- 4. The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.
 - a. An employee assigned to work the second shift shall receive a one-half (½) hour paid lunch to be taken in his/her assigned building. An employee assigned to work either a first or third shift shall have a one (1) hour unpaid lunch period.
 - b. Second shift lunches shall be taken at 6:00 p.m. except in cases of a work-related emergency when an employee may extend the lunch time to accommodate the interruption.

5. An employee shall be entitled to one (1), fifteen (15) minute break for each four (4) hours worked. Breaks shall be taken within the employee's assigned building. An employee working less than an eight (8) hour shift shall be entitled to only one (1) break. Employees working an eight (8) hour shift shall have the option of taking one (1), thirty (30) minute break per shift.
6. Work hours during the summer, winter, and spring break periods when school is not in session shall begin not earlier than 7:00 a.m. and will conclude by 5:00 p.m., including one-half (½) hour unpaid lunch. For an employee hired after October 1, 2001, or who is assigned to the Community Education and Recreation Center, the above hours will begin not earlier than 7:00 a.m. and will conclude by midnight, including one-half (½) hour unpaid lunch.

B. Educational Secretarial Personnel

1. An employee will work forty (40) hours per week until or unless there are staff layoffs, at which time less hours may be specified by the building principal or the employee's immediate supervisor. The actual daily work schedule shall be determined by the employee's immediate supervisor after consultation with the involved employee(s). It is up to the building principal or the immediate supervisor to work out a satisfactory lunch period of at least one-half (½) hour unpaid lunch per day as well as any other changes in the work day.
2. The work day for a twelve (12) month employee will be seven (7) hours during Christmas and Spring vacation periods. The work day during the summer will be seven (7) hours, beginning five (5) days following the close of school and ending on the Friday preceding the first day of school by one (1) week.
3. Each employee shall be allowed one (1) fifteen (15) minute break in the morning and the afternoon, with the option of one (1) thirty (30) minute break per day. Break time shall be approved by the immediate supervisor.
4. All Class I and Class II employees shall be allowed to leave work, without loss of pay, one-half (½) hour early on days prior to Spring and Christmas Breaks.
5. All school year employees shall be given written notice of date of return to work each year no later than the last day of the school year.

6. Work Schedule

a.	<u>Secretarial Position</u>	<u>Work Schedule</u>
	To Elementary Principal	SY + 10 days
	For Student Services – Sr. High	SY + 10 days
	For Student Services – Jr. High	SY + 10 days
	To Middle School Principal	SY + 10 days
	To Senior High Principal	11 Months

- b. The work schedule may be adjusted by the Administration.

C. Food Service Personnel

1. Each employee shall work the number of hours and work schedule as designated on those days that students are in attendance and lunch must be served. This work schedule may be adjusted.
2. An employee who works three and one-half (3½) or more hours per day shall be entitled to a twenty (20) minute paid lunch during which he/she must remain on school premises.

3. An employee working eight (8) or more hours per day shall be entitled to two (2), fifteen (15) minute breaks. An employee working more than four (4) but less than eight (8) hours per day shall be entitled to one (1), fifteen (15) minute break. Breaks shall be taken within the employee's assigned building.
4. Extra hours may be assigned.
5. Each employee shall be given the opportunity to work the breakfast program. At the annual meeting, prior to the beginning of each school year, an employee must indicate his/her willingness to work breakfast during that school year. The available work shall be rotated among the interested non-probationary employees on an equal basis, if possible. Normally, a breakfast rotation work period will be for ten (10) days in a row. Breakfast program hours shall be considered as extra hours rather than regularly assigned hours. Upon completion of the probationary period, an employee may join the rotation at the start of the next semester.

D. Paraprofessional Personnel

1. An employee shall work the number of hours and work schedule as designated on those days that students are in attendance and any other days as may be necessary. This work schedule may be adjusted.
2. An employee working four (4) or more hours per day shall have a one-half (½) hour unpaid lunch period at a time designated by his/her supervisor.
3. An employee working seven (7) or more hours per day shall be entitled to two (2), fifteen (15) minute rest periods. An employee working more than four (4) but less than seven (7) hours per day shall be entitled to one (1), fifteen (15) minute rest period. Breaks shall be taken within the employee's assigned building.
4. An employee whose assignment is dependent on attendance of a student(s) or necessary participants in a program, including but not limited to the nursery classroom, adult education or the learning center, shall be required to wait one (1) hour, for which he/she shall be paid, for sufficient attendance to warrant his/her services for the day. If such attendance is not evidenced they shall be sent home. The employee's immediate supervisor may provide the employee with the option to remain at work to perform general paraprofessional duties for which he/she will be paid at the general paraprofessional rate.

E. Custodial/Maintenance, Secretarial and Food Service personnel shall not be required to supervise playgrounds.

F. All break and lunch periods shall be strictly observed.

Article 15—Overtime

- A. 1. Overtime at time and one-half of the employee's rate shall be paid for all hours worked in excess of forty (40) hours during the work week. For purposes of this provision, "hours worked" includes vacation leave time, compensatory time and holidays. Compensatory time may be earned at the same rate in lieu of overtime payment upon agreement between the employee and his/her supervisor provided such agreement is reached prior to the work being performed.
2. Up to forty (40) hours of compensatory time may be accumulated. Use of compensatory time shall be scheduled by the employee with the consent of his/her immediate supervisor.
3. Double time will be paid for holidays, except where modified by the employee's work schedule. (Time and one-half will be paid for work performed on the first day which would otherwise be the employee's first regular day off.

B. Assignment of Overtime

1. Whenever custodial overtime is required, it will be awarded in accordance with the procedures described below.
2. Overtime opportunities will be posted each Tuesday by 4:00 p.m. for the following Thursday – Wednesday interval. Overtime must be accepted / declined by 9:00 p.m. Wednesday for the following Thursday – Wednesday interval. The custodian with the least amount of charged overtime within the building where overtime is required will be assigned the first time overtime opportunity, the custodian with the next least amount of charged overtime in the same building will be assigned the 2nd overtime opportunity and so on.
3. If an overtime opportunity is accepted by an employee and that employee later notifies a supervisor that they are unable to work the overtime that they originally accepted, that employee shall be charged for the overtime opportunity that he / she originally accepted.
4. If an overtime opportunity (for the following Thursday – Wednesday interval) arises after the Tuesday posting, the District will fill the assignment by asking the senior custodian in the building where the overtime is required to accept or decline the assignment. If he / she declines the overtime, it will be offered, on a seniority basis, within the classification and building where the overtime opportunity exists.
5. In the event a custodial overtime opportunity cannot be filled within a building, the overtime will be offered to the custodial staff on a system wide basis. A posting stating the potential for system wide overtime and at what building(s) the overtime may occur will be posted by 4:00 p.m. Wednesday for the following Thursday – Wednesday interval. Custodial staff may sign up for the potential overtime by 4:00 p.m. Thursday. Overtime will be awarded to the custodian with the least amount of charged system wide overtime, provided there is no conflict with assigned overtime in their own building. A list of charged system wide overtime will be updated weekly and posted in the custodial supervisor's office.
6. If the overtime assignment cannot be filled according to the above procedures, the Administration may assign the work to any available bargaining unit or non-bargaining unit employee.
7. Whenever maintenance overtime is required, the maintenance employee with the least amount of overtime charged in the specific job category where the overtime is required shall be called first. If that employee declines the assignment, it will be next offered to the employee within the same job category having the next least amount of charged overtime. If the assignment cannot be filled in this manner, the Administration may assign the work to any available bargaining unit or non-bargaining unit employee. However, if the required overtime requires specific training, the Administration will assign the overtime to the employee possessing such training.
8. Snow / Ice removal overtime opportunities for the Maintenance classification will be determined by seniority (excluding Grounds and buildings outside the city limits) in the fall of each year and those assignments will remain the same throughout the winter season.
9. Whenever secretarial overtime is required, the secretary responsible for the work to be done shall be assigned the overtime. Should that secretary not be available, the overtime shall be offered to the remaining secretaries based on their ability to do the required work as determined by the immediate supervisor.
10. Whenever food service overtime is required, the food service employee with the least number of overtime hours charged in the specific job category requiring the overtime shall be called first. If the required job(s) cannot be filled by that food service employee, it will be considered general overtime within the Food Service Department and will be filled starting with the person with the fewest charged overtime hours and proceeding up the list until the job(s) are filled. In the event there exists additional time after following the preceding, the Administration may assign the work to any available bargaining unit or non-bargaining unit employee.

11. Whenever paraprofessional overtime is required, the paraprofessional responsible for the work to be done shall be assigned the overtime. Should that paraprofessional not be available, the overtime shall be offered to the remaining paraprofessionals based on their ability to do the required work as determined by the immediate supervisor.
- C. Overtime not worked because a custodial, maintenance or food service employee declined the assignment or was unavailable will be charged to the declining or unavailable employee for purposes of overtime rotation. The only exceptions will be if the employee is unavailable for the overtime assignment because he/she is scheduled on a regular shift during the period of the overtime assignment, is ill or is on an approved leave at the time of the offering of the overtime.
- D.
 1. An overtime list showing overtime hours charged to each custodial/maintenance employee shall be posted bi-weekly in a prominent place.
 2. An overtime list showing overtime hours charged to each food service employee shall be posted in a prominent place after each overtime event.
 3. The Association shall have five (5) work days after such posting to challenge the accuracy of any information contained on the overtime list. If no challenge is forthcoming, the list shall be considered conclusive.
- E.
 1. A custodial/maintenance employee wishing to be considered for overtime shall so notify his/her supervisor. Changes to the overtime list shall only be effective on either June 1 or December 1.
 2. A new custodial, maintenance or food service employee, upon hire, shall be asked whether or not he/she wishes to be considered for overtime. If the employee wants to be considered for overtime, he/she shall be charged the maximum number of overtime hours in his/her classification and job category.
 3. An employee who changes classification or job category and wishes to continue to be considered for overtime shall be charged the maximum number of hours in his/her new classification or job category.
- F. A custodial/maintenance employee reporting for overtime duty shall be guaranteed at least two (2) hours pay at the applicable overtime rate. This two (2) hour guarantee shall apply to "call-in" situations only and not where the employee is requested by his/her supervisor to perform occasional extra work commencing at the end of the normal shift of that employee. In the latter instance, overtime shall be offered to the person in the classification in that building having the least amount of charged overtime.
- G. Before commencing an overtime assignment, the employee shall have the authorization of his/her supervisor.
- H. Overtime hours for the purpose of posting will be computed from July 1 through June 30 each year.

Article 16—School Closings/Delays

- A. When school is closed for students due to conditions not within the control of school authorities such as inclement weather, severe storms, fires, epidemics and other emergencies employees will not be required to report to work but shall receive pay according to the limitations and provisions that follow in this Article.
- B. Custodial/Maintenance and Secretarial Employees
 1. On the first day of school that is canceled, employees will not be required to report to work except that a school year secretary may be required to report to work by his/her supervisor. In the event a school year secretary is required to report to work on this day, he/she will be paid at double his/her normal rate of pay.

2. On the second consecutive day and any consecutive days thereafter, employees will report to work at the discretion of the Administration.
3. Days when employees, with the exception of school year secretaries, are not required to report to work shall not exceed one (1) day per week, except at the discretion of the Administration.
4. In the event a cancelled day is rescheduled and a school year secretary was not required to report to work, he/she will be expected to work without pay on the rescheduled day. If the cancelled day is rescheduled for holiday, he/she will receive holiday pay for the rescheduled day.
5. An employee shall telephone his/her immediate supervisor to explain the circumstances preventing the employee's attendance at work in the event he/she is required to work but is unable to report. In such circumstances, the employee will be compensated for his/her regular hours provided the employee makes a good faith effort to report to work.
6. An employee who is asked to work on a day when all other employees in his/her classification are not required to work shall be compensated at straight time compensatory time. This time must be taken no later than the pay period immediately following the school closure, unless mutually agreed to otherwise between the Employer and the employee involved. Employees in Custodial/Maintenance positions shall be called for work on school closing days in order of seniority for those individuals who have previously declared, in writing, their willingness and availability for work on those days.
7. An employee who is required to report to work for either the first or second shift shall complete his/her eight (8) hours of work between the hours of 6:00 a.m. and 11:59 p.m.

C. Food Service Employees

An employee shall not be required to report to work when school is canceled. The employee will receive his/her normal daily payment for the first five (5) cancelled days. In the event the District is required to reschedule the day(s) in order to receive full state membership aid, the employee will work on the rescheduled day(s) at no additional compensation. For all cancelled days beyond the first five (5), if the days are rescheduled as student instruction days, an employee shall be compensated for the hours worked on the rescheduled days.

D. Paraprofessional Employees

1. An employee shall not be required to report to work when school is canceled. The employee will receive his/her normal daily payment for the first five (5) cancelled days. In the event the District is required to reschedule the day(s) in order to receive full state membership aid, the employee will work on the rescheduled day(s) at no additional compensation. For all cancelled days beyond the first five (5), if the days are rescheduled as student instruction days, an employee shall be compensated for the hours worked on the rescheduled days.
2. a. By October 1 of each school year, each building principal will post a sign-up sheet for employees interested in reporting for work prior to the student starting time on a day when school is delayed. On such a delay day, if the building principal determines that work is available, he/she will call the employee(s) needed whose name(s) appear on the list. This work shall be offered on a rotation basis. An employee accepting such work shall be paid at his/her regular rate of pay for the time worked.
- b. In addition to the above general work needs on delay days, the building principal reserves the right to call a specific employee for specialized work on such days. The employee is not required to accept this additional work but will be paid his/her regular rate of pay for the time worked if accepted. Such work opportunities shall be outside of the rotation system referred to in a. above.

Article 17—Vacancies, Transfers and Promotions

- A. A “vacancy” shall be defined as a newly created bargaining unit position or a present bargaining unit position which becomes vacant by reason of permanent separation of an employee due to resignation, retirement, transfer, death or discharge or due to an employee leave of absence which exceeds twelve (12) months. The Employer shall not be required to fill a vacancy where the job is eliminated pursuant to reduction in force or attrition.

- B.
 - 1. A vacancy shall be posted for not less than seven (7) calendar days in a conspicuous place in each school building prior to the permanent filling of the vacancy. An interested employee may apply in writing to the Superintendent, or designee, within the posting period.

 - 2. The posting shall consist of:
 - a. Type of work
 - b. Location of work
 - c. Starting date
 - d. Rate of pay
 - e. Hours to be worked
 - f. Classification
 - g. Requirements and job qualifications

 - 3. The Employer shall notify an employee of vacancies occurring during the summer months, June, July, and August, by sending notices to the employee by via e-mail provided he/she has made the request in writing prior to June 1 and provides e-mail address in that notice.

- C.
 - 1.
 - a. A vacancy shall be filled with an applicant from the same seniority classification in which the vacancy exists who meets the minimum qualifications. Whether an applicant meets the minimum qualifications or not shall be determined through the use of a testing procedure. Applicants from within the seniority classification where the vacancy exists who meet the minimum qualifications shall be assessed against the posted qualifications using their work experience and employment records. If the applicants’ qualifications on the above criteria are essentially the same, seniority in the classification in which the vacancy exists will prevail.

 - b. If none of the applicants from the same seniority classification in which the vacancy exists are selected to fill the vacancy, then the Employer may post the position outside the seniority classification for other applicants.

 - c. Management reserves the right to deny a vacancy to any applicant whose employment record, as reflected in the personnel file, reflects an inability to meet posted job requirements.

 - 2. In September of each year, upon request by either the Employer or Association, a joint committee of an equal number of Association and Employer representatives shall meet to review the existing testing procedures, testing times and locations. If the Committee believes that changes should be made, it shall make a joint written recommendation to the Board regarding such changes.

 - 3. It is understood that for the purpose of filling a vacancy custodial/maintenance, secretarial, food service and paraprofessional shall be considered as separate classifications.

- D. Within ten (10) work days after the expiration of the posting the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

- E. In the event an employee is either awarded a vacancy or is transferred to another assignment, that employee shall be given a trial period in the new assignment for purposes of determining the employee's ability to perform the duties of the new position. Where appropriate and possible the employee shall be allowed to spend at least one (1) day on the job with the person who is leaving the position. Trial periods shall be as follows:

Within Same Classification	10 work days
Custodian	15 work days
Maintenance	30 work days
Secretarial	30 work days
Skilled Maintenance	45 work days
Food Service	30 work days
Paraprofessionals	15 work days

If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member employee, before or at the conclusion of the trial period, the employee shall be returned to his/her previous assignment.

During this trial period, the Employer shall have the right to fill the job previously held by the transferred employee with a substitute and shall not be required to post that position until expiration of the trial period.

- F. When an employee is demoted, reduced in classification, the Employer shall have just cause for that personnel action. This requirement shall not apply when displacement between classifications occurs as a part of a reduction in force or when the Employer returns an employee to his/her former position before or at the expiration of the trial period in a new assignment.
- G. 1. An employee who is promoted to a supervisory position involving the direction of bargaining unit members shall have the option of reverting to his/her former classification, with no interruption of seniority, during the first ninety (90) calendar days in the supervisory position. In the event the employee desires to return to his/her former classification after the first ninety (90) calendar days, he/she shall have the option of replacing the person with the least amount of seniority in the previously held classification provided the returning employee's seniority prior to the promotion exceeds the seniority of the employee being displaced and the displacement does not result in the layoff of a bargaining unit employee.
2. The returning employee's seniority would then be restored on the date of his/her return to the bargaining unit with all prior accumulation. However, the returning employee shall not be permitted to use his/her previously accumulated seniority for job bidding purposes for a period equal to his/her time outside the bargaining unit serving as a supervisor except in those instances where individuals bidding on a job were hired in after his/her return to the bargaining unit. This time limit shall not exceed three (3) years regardless of the number of years the employee was out of the bargaining unit.
- H. Supervisory promotional opportunities shall be posted in accordance with the procedures outlined in B. above. Awarding of supervisory positions shall be a management function and done at its discretion. All applicants shall be informed of management's decision.

Article 18—Seniority

- A. "Seniority" shall be defined as length of service within a classification. The classifications are Custodial/Maintenance, Secretarial, Food Service and Paraprofessional. Accumulation of seniority shall commence upon the employee's first day of work in a classification and shall continue to accumulate if an employee is on layoff or leave. However, no experience credit for purposes of entitlement to advancement on the wage scale or to any other benefits under this contract shall accrue during layoff or leaves. All seniority shall be forfeited when the employee resigns, retires, dies or is terminated. An employee who transfers to another classification shall retain his/her seniority in his/her former classification, but the seniority in that classification shall not continue to accrue.

- B. A probationary employee shall have seniority from his/her initial date of hire but shall not be entered on the seniority list until completion of his/her ninety (90) day probationary period. A new employee shall be responsible for conforming to the Agency Shop provisions of this Agreement upon his/her initial date of hire.
- C. The Employer shall prepare a seniority list for all of the classifications and said list shall be updated twice annually. The seniority list shall be posted and transmitted to the Association President and employees within fifteen (15) days of its compilation or revision. If no objections are received within thirty (30) days thereafter as to the accuracy of the seniority list, the Employer's list shall be regarded as conclusive. The Employer shall insert the seniority list in the employees' pay envelopes on the next pay day after the revision of the seniority list.
- D. In the event that there are ties in seniority, the affected employees shall draw lots to determine position on the seniority list. The Association President, or his/her designee, shall be present at any such drawing.

Article 19—Layoff and Recall Procedure

- A.
 - 1. "Lay-off" shall be defined as a determination by the Employer to effectuate a reduction in the total number of positions. The Employer reserves the right to select the job classification(s), department or school in which reduction(s) shall take place.
 - 2. Layoffs shall be by classification seniority, as defined in Article 18, Section A.
- B.
 - 1. Custodial/maintenance and educational secretarial employees will receive written notice at least thirty (30) days prior to the effective date of lay off.
 - 2. Food service and paraprofessional employees will receive written notice at least ten (10) days prior to the effective date of layoff.
 - 3. The Employer shall send the Association President a list of the employees being laid off on the same day that notices are issued to the affected employees.
- C. Layoffs will occur according to the following procedure:
 - 1. The Employer will identify how many positions in each affected classification will be eliminated. The Employer will also identify which positions in each classification will be eliminated.
 - 2. Probationary employees in the classification(s) being reduced shall be laid off first provided the remaining employees are qualified to perform the remaining work.
 - 3. Non-probationary employees in the classification(s) being reduced shall then be laid off in inverse order of seniority, provided that the remaining employees are qualified to perform the work remaining.
 - 4. If an employee is not laid off but his/her position is eliminated, he/she shall be considered an involuntary transfer. In buildings where there is more than one (1) employee in the affected classification who could be transferred, the least senior employee in that building in the affected classification will be the employee transferred unless a more senior employee in the affected classification volunteers to take the involuntary transfer.
 - 5. Once all employees who will be laid off and all employees who will be involuntarily transferred are identified, notices of layoff or involuntary transfer, as applicable, will be issued to the affected employees.
 - 6. An employee who is being involuntarily transferred, according to the above procedures, will be placed into an available position within the employee's classification for which the employee is

qualified. If there is more than one (1) employee in a classification who is being involuntarily transferred due to layoffs, the most senior qualified employee will be given first choice of all available positions and these available positions will not be posted for filling pursuant to Article 17, Vacancies, Transfers and Promotions.

- D. "Qualifications" shall be determined by the job description in effect at the time of layoff or involuntary transfer. Additionally, an employee assigned as a Title I paraprofessional must meet the requirements of Article 26 of this Agreement in order to be "qualified" for that assignment. To be "qualified" the employee in question must be presently capable of performing the work in question and must have seniority in the classification in which the work exists.
- E. In the event that there is a dispute relative to the "qualifications" of an employee for purposes of assignment in the context of layoff, a testing procedure shall be used to make the determination.
- F.
 - 1. If an employee is laid off, the Employer is not obligated to pay salary or any benefits under this Agreement except health and life insurance to the extent provided in 2. below.
 - 2. Employer paid premiums for insurance programs for which the employee is eligible and enrolled at the time of layoff will terminate thirty (30) days following the effective date of layoff.
- G. The Employer shall recall employees from layoff according to seniority within the classification of the vacant position(s), provided that the recalled employee is "qualified" at the time of recall to perform the available work. "Qualifications" shall be determined by the job description in effect at the time of recall and, if applicable, the requirements of Article 26 of this Agreement. In the event that there is a dispute relative to the "qualifications" of an employee for purposes of assignment in the context of recall, a testing procedure shall be used to make the determination.
- H. Notices of recall shall be sent by certified mail, return receipt requested, to the employee's last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given five (5) work days from receipt of notice to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. An employee who declines recall to perform work for which he/she is classified shall forfeit his/her seniority rights and shall be considered a quit.
- I. A vacancy shall be filled in accordance with Article 17 prior to initiation of recall from layoff.
- J. The Employer shall notify a laid-off employee of vacancies which occur during his/her lay-off by sending notice of same to the employee by U.S. mail, to the employee's last known address.

Article 20—Vacations

- A. Each 52-week employee (11 month employee will have prorated vacation time) shall be granted an annual vacation of:
 - 1. Two (2) weeks after one (1) year.
 - 2. Three (3) weeks after five (5) years.
 - 3. Four (4) weeks after twelve (12) years.
- B. June 30 of each year will be the date used for figuring the amount of vacation earned by the employee during the preceding twelve (12) months. Vacation time shall not be accumulative from year to year.
 - 1. During the first four (4) years of employment an employee shall accrue vacation days at the rate of five-sixths (5/6) day per month worked.

2. After the fourth anniversary date of hire and up through the eleventh full year of employment, an employee shall accrue vacation at the rate of one and one-fourth ($1\frac{1}{4}$) days per month worked.
 3. After the eleventh anniversary date of hire an employee shall accrue vacation at the rate of one and two-thirds ($1\frac{2}{3}$) days per month worked.
- C. The scheduling of all vacations shall be subject to the discretion of the Employer. The Employer shall consider the operating needs of the school district, the availability of employees to perform the work and the desires of the employees in the scheduling of vacations. Vacations may not be taken in segments of less than one (1) day with the exception of during Spring Break, Christmas Break or summer recess when one-half ($\frac{1}{2}$) day segments may be used with prior permission of the immediate supervisor. Vacation requests must be submitted to the Employer. In the event that the Employer determines it has insufficient numbers of available personnel, vacation requests for the same time period shall be honored on the basis of seniority.
- D. If an employee becomes ill and is hospitalized or homebound under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled.
- E. 11 month secretaries on a full work schedule shall be paid for eight (8) hours for each vacation day scheduled.

Article 21—Holidays

- A. 1. All full-time, 52-week per year employees shall have the following days off with pay at their regular rate (11 month employees will not have the Fourth of July holidays):
- | | |
|---------------------------|---------------------------|
| Good Friday | Thanksgiving |
| Memorial Day | Friday after Thanksgiving |
| Day before Fourth of July | Day before Christmas |
| Fourth of July | Christmas |
| Day after Fourth of July | Day after Christmas |
| Friday before Labor Day | Day before New Year's Day |
| Labor Day | New Year's Day |
| | Day after New Year's Day |
2. If a holiday falls on a Friday, the following Monday shall be considered the day after, or the preceding Wednesday shall be considered the day after.
 3. If a holiday falls on a Saturday, the preceding Thursday shall be considered the day before, the preceding Friday shall be considered the Holiday and the following Monday shall be considered the day after, or the preceding Wednesday shall be considered the day after.
 4. If a holiday falls on a Sunday, the preceding Friday shall be considered the day before, the following Monday shall be considered the holiday and the following Tuesday shall be considered the day after, or the preceding Thursday shall be considered the day after.
 5. If a holiday falls on a Monday, the preceding Friday shall be considered the day before, the preceding Thursday may be considered the day after.
 6. The alternate days shall be used when students are scheduled to be present on the regular days so employees will be present when school is in session and employees will get the holidays. In addition, if students are scheduled to be in attendance on any of these holidays, the employees will be expected to work and will receive pay for the holiday and pay for the day of work.

B. All full-time school-year secretaries shall have the following days off with pay at their regular rate:

Good Friday
Memorial Day
Labor Day
Thanksgiving
Friday after Thanksgiving
Day before Christmas
Christmas
Day after Christmas
Day before New Year's Day
New Year's Day
Day after New Year's Day

C. Food Service employees shall have:

1. An employee who has been employed for two (2) or more years shall receive five (5) paid holidays. The holiday pay will be used for the school conference days.
2. An employee who has been employed for four (4) or more years shall receive nine (9) paid holidays. The holiday pay will be used for the school conference days.

D. Paraprofessional employees shall have:

An employee who has been employed for two (2) or more years shall receive holiday pay for Christmas Day and New Year's Day.

E. In order for an eligible employee to receive pay for a holiday under A., B., C. or D. above, he/she must have worked on the last regularly scheduled work day immediately preceding the holiday and on the first regularly scheduled work day immediately following the holiday. For purposes of this provision, a work day immediately preceding the holiday and on the first regularly scheduled vacation day, bereavement day, compensatory time day, involuntary or emergency hospitalization including confinement resulting from involuntary or emergency hospitalization (verification from the person's treating physician or a Board-paid physician may be required), disability resulting in hospitalization and/or confinement as the result of a pregnancy (verification from the person's treating physician or a Board-paid physician may be required) or day on which the employee is serving on jury duty shall be considered a day worked by the employee.

Article 22—Sick Leave and Terminal Leave Pay

- A. All employees, except Paraprofessionals, shall earn one (1) sick leave day per month to a maximum of twelve (12) days per year for Custodial/Maintenance and Secretarial employees and to a maximum of ten (10) days per year for Food Service employees. Paraprofessionals shall earn six (6) sick leave days per school year, credited at the beginning of the school year.
- B. The maximum accumulation of sick leave is one hundred fifty (150) days.
- C. Sick leave may be used for personal illness and disability of the employee and/or his/her immediate family which is defined as a parent, step-parent, child, step-child, spouse or any individual for whom the bargaining unit member is considered the legal guardian.
- D. Sick leave may be used for doctor appointments for the employee and/or his/her immediate family. Sick leave other than for personal illness or disability of the employee shall be limited to seven (7) days per year.
- E. An employee who is eligible for Workers' Disability Compensation Act benefits will receive from the Employer the difference between the allowance under the Workers' Disability Compensation Act and his/her regular weekly income, excluding overtime payments, for a period of ninety (90)

calendar days with no subtraction from accumulated sick leave. Upon the completion of this ninety (90) calendar day period, the employee may use his/her accumulated sick leave on a pro-rated basis determined by the percentage of regular earnings not covered by the Workers' Disability Compensation Act benefits received. All fringe benefits except sick leave accumulation and vacation accrual shall continue until accumulated sick leave is exhausted at which time the employee shall be considered to be on unpaid leave of absence and the provisions regarding unpaid leaves shall be applicable. Sick leave accumulation and vacation accrual shall continue for the first six (6) months of Workers' Compensation Disability Act benefits.

- F. In June of each year, each employee shall receive a notice of his/her accumulated sick leave. If an employee believes there is an error, he/she must report it within thirty (30) days of receipt of the notice.
- G. In cases where the Employer suspects misuse of sick leave, the Employer shall have the right to require medical verification from the employee after the third consecutive day of absence, which shall consist of a written statement from the employee's attending physician, psychiatrist or psychologist. This shall not limit the Employer's right to investigate and act upon employee misuse of sick leave. The Employer retains the right to have an employee claiming an extended or recurring illness or disability examined by a physician, psychiatrist or psychologist of the Employer's choosing. Said examination shall be at the Employer's expense and a copy of the report shall be furnished to both the Employer and the employee.
- H. All sick leave earned shall be recorded as hours. When sick leave is used, hours will be deducted from the accumulated sick leave.
- I. For purposes of the Family and Medical Leave Act (FMLA), paid sick leave allowed and taken shall be charged against the employee's entitlement under the FMLA at the election of either the Employer or the employee. This shall apply to:
 - 1. Sick leave which is utilized to care for a family member with a serious health condition, including where an employee must make arrangements for necessary medical and/or nursing care. For purposes of this Section, a family member is defined to be either a parent, step-parent, child, step-child or spouse.
 - 2. Sick leave which is utilized due to a serious health condition which renders the employee unable to perform the functions of his/her job.
- J. Terminal Leave Payment
 - 1. If a Custodial/Maintenance or Secretarial Classification employee is retiring and he/she has at least ten (10) years experience in the District, he/she is entitled to terminal leave pay using the formula found in either a. or b. below but not both. If a district is annexed to the Hastings Area District, any experience in that district shall be considered as Hasting Area District experience.
 - a. A payment equal to ten percent (10%) of his/her current salary; or
 - b. A payment equal to twenty-five percent (25%) of the employee's regular daily wage for each accumulated sick leave day as of the date of retirement. In order to qualify for any payment under this alternative, the employee must have an accumulation of at least one hundred (100) sick leave days. In no event will payment be based on more than one hundred fifty (150) sick leave days.
 - 2. If a Food Service employee is terminating his/her employment and he/she has at least ten (10) years experience in the District, he/she is entitled to a terminal leave payment equal to ten percent (10%) of his/her gross earnings for the last year of his/her employment. This payment will not be paid to an employee who is discharged by the Employer unless said discharge is reversed by subsequent action.

Article 23—Other Paid Leaves

- A. 1. Each employee shall be granted one (1) personal business leave day per year, accumulative to two (2) days. An employee planning to use a personal business day or days shall notify his/her supervisor at least two (2) days in advance, except in cases of emergency.
 - a. For Custodial/Maintenance and Secretarial employees, personal business days may be used in increments of four (4) hours or eight (8) hours.
 - b. For Food Service and paraprofessional employees, all personal leave time earned shall be recorded as hours and when personal leave is used by an employee, hours will be deducted from his/her personal leave accumulation.
2. Personal business leave may not be taken immediately before or after a school holiday or vacation period, except for purposes of recognition of religious holidays.
- B. Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, excluding adversarial matters between the Employer and the Association, shall be paid his/her full compensation for such time. Any pay other than for expenses given the employee for such duty will then be given to the school district. This amount shall not exceed the amount paid to the employee by the District, nor shall it preclude the District from compensating the employee his/her regular salary.
- C. Any employee who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve pay and the regular pay he/she would receive from the Employer during any period when the affected employee engages in full time active duty in the Reserve or National Guard. The employee must provide proof of service and pay. A maximum of two (2) weeks per year shall be the compensable limit.
- D. 1. Bereavement Leave for Custodial/Maintenance, Secretarial and Food Service Employees
 - a. A maximum of five (5) days with pay, not chargeable to other paid leave, will be granted for death of the employee's spouse, child, step-child, or parent.
 - b. A maximum of three (3) days will be granted for death of the employee's step-parent, parent-in-law, brother, sister, grandparent, grandchild, aunt, uncle, or any legal resident of the employee's home. This leave shall be charged (after the first day of absence) against the employee's sick leave, accrued vacation, and / or personal business leave. If there is insufficient leave accumulated, the days will be unpaid.
 - c. In the event of a death of a person not listed in subparagraphs a. or b. above, the employee may take up to one (1) day chargeable to sick leave, vacation or personal days. If there is insufficient leave accumulated, the day will be unpaid.
 - d. All arrangements for bereavement leave are to be made with the employee's immediate supervisor and / or the Superintendent (or his / her designee).
2. Bereavement Leave for Paraprofessional Employees
 - a. A maximum of three (3) days with pay will be granted for a death in the immediate family of an employee. For this subsection, immediate family is defined as a parent, step-parent, parent-in-law, brother, sister, grandparent, grandchild, aunt, uncle, or legal dependent of the employee.
 - b. A maximum of four (4) additional days with pay may be granted by the Administration for the death of a spouse, child, or step-child. All arrangements for bereavement leave shall be made with the Superintendent, or his/her designee.
 - c. In the event of a death of a person not listed in a. above, the employee may take up to one (1) unpaid day.

Article 24—Unpaid Leaves

A. Illness/Disability

An employee who is unable to work because of a personal illness or disability and who has exhausted accumulated sick leave may be granted an unpaid leave of absence of up to one (1) year for the purpose of recovery from such illness or disability. Employees eligible for leave under the Family and Medical Leave Act (FMLA) will be granted unpaid leave for the purposes and to the extent required by that statute.

1. An unpaid leave of absence taken due to personal illness/disability which is a serious health condition of the employee, as defined by the FMLA, shall be taken concurrently with this leave provision to the extent of the employee's eligibility under the FMLA.
2. The Board has the right to receive medical certification from the employee's health care provider regarding the necessity for leave taken under this section. The employee will facilitate and cooperate in the furnishing of such information, which shall include, for leaves taken under FMLA, responses to the inquiries contained in the Department of Labor form entitled "Certification of Physician or Practitioner."
3. The Board has the right to require that a second medical opinion, at the Board's expense, be obtained. If that opinion differs from that of the employee's health provider, the employee and Board, in consultation with the Association if requested by the employee, shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, the employee and the Association. The cost of this examination shall be paid by the Board.
4. The Board shall have the right to require re-certification during the leave period and medical certification of the employee's fitness to return to duty at the expiration of the leave period.

B. Association Leave

An unpaid leave of absence for up to one (1) year may be granted to an employee for the purpose of serving as an officer of the Association or its state or national affiliates.

C. Public Office Leave

An unpaid leave of absence for up to one (1) year may be granted to an employee for the purpose of serving in a public office.

D. Family Leave

1. An unpaid leave of absence for up to one (1) year may be granted to an employee for the purpose of critical care of any immediate family member (spouse, parent or child) or for the care of any individual for whom the employee has been appointed legal guardian. Employees eligible for leave under FMLA for these purposes will be granted leave to the extent required by that statute.
2. An unpaid leave of absence taken for the purpose of caring for a spouse, child or parent with a serious health condition, as defined by the FMLA, shall be taken concurrently with this leave provision to the extent of the employee's eligibility under the FMLA.

E. Child Care Leave

A leave of absence for a period of up to six (6) months may be granted for purposes of child care.

1. An unpaid leave of absence taken for the purpose of caring for a child with a serious health condition or because of the birth of a child, and in order to care for that child, or due to placement for adoption or foster care, as defined by the FMLA, shall be taken concurrently with this leave provision to the extent of the employee's eligibility under the FMLA.

2. Leave taken under this section in connection with the birth of a child or due to placement for adoption or foster care must be concluded at the end of the twelve (12) month period beginning on the date of birth or placement, as is applicable.

F. General conditions pertaining to unpaid leave shall be as follows:

1. Seniority shall remain unbroken and shall continue to accumulate during an unpaid leave. However, no experience credit for the purpose of entitlement to any other benefit under this contract shall accrue during unpaid leaves.
2. Except as specified in 3. below, the employee taking unpaid leave shall be responsible for payment of insurance premiums, to the extent continuation coverage is available under COBRA, during the length of such leave if the employee desires to continue the coverage provided under this Agreement.
3. Except for employees hired after July 1, 2007, during the first six (6) months of leave for personal illness/disability, the Board shall continue to pay employer-contributed premiums applicable to the employee under Article 10 of this Agreement. Eligibility to continue in such fringe benefit programs shall be subject to the rules of the insurance carrier/policy holder. The Board will be responsible for payment of premiums for the following leaves for all employees eligible under FMLA:
 - a. Where leave is taken for the purpose of caring for a spouse, child or parent with a serious health condition, as defined by the FMLA, and as referenced under D. above, Board paid medical insurance premium continuation shall not exceed twelve (12) weeks or the extent of the employee's entitlement under the FMLA, whichever is less.
 - b. Where leave is taken for the purpose of caring for a newborn child or due to placement for adoption or foster care, as defined by the FMLA, and as referenced in E. above, Board paid medical insurance premium continuation shall not exceed twelve (12) weeks or the extent of the employee's entitlement under the FMLA, whichever is less.
 - c. With regard to any obligation of the Board to continue insurance premium contributions during unpaid leaves of absence under this Article, the Board shall only be required to contribute the amount of premium under Article 10 of this Agreement which would otherwise be required if the employee was not on leave status. The employee on leave, in these circumstances, will remain responsible for the employee's share of the premium under Article 10.
4. If the employee fails to return from leave at its expiration, except in the event of the continuation, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control, the Board shall have the right to recover all premium payments made during the unpaid leave interval, other than premiums attributable to use of paid leave which has been substituted for unpaid FMLA leave. These amounts may permissibly be deducted from any wage or other payments due the employee with any deficiency to be remitted by the employee to the Board within five (5) days of demand.
5. All requests for unpaid leave shall be submitted to the Superintendent in writing except those in H. below. The request shall specify the desired beginning and ending dates of the leave and the purpose for which leave has been requested.
 - a. A request for leave of absence under A., D. and E. above shall be made at least thirty (30) days prior to the date on which leave is to commence. If circumstances do not permit a thirty (30) day notice, notice shall be given by the employee as soon as practicable.
 - b. Requests for leave of absence under B. and C. above shall be made at least sixty (60) days prior to the date on which leave is to commence.

6. An extension of up to one (1) year may be granted on all of the above-stated leaves. At least thirty (30) days prior to the ending date of the leave, an employee must notify the Employer in writing of the request for an extension, giving the ending date of the extension. The Employer will notify the employee within ten (10) days upon receipt of the request for extension as to whether or not the extension has been granted and the reasons for denial if the extension is not granted.
 7. When an employee is returning from an unpaid leave connected with personal illness or disability, the Employer reserves the right to require medical evidence of the employee's ability to resume normal job duties. The Employer shall also have the right to have the employee examined by an Employer-selected physician, psychiatrist and/or psychologist at the Employer's expense.
 8. Return from leave shall be to the employee's former position if the leave is for one (1) year or less. If the employee is on leave for more than one (1) year, his/her position will be declared vacant and posted under Article 17 of this Agreement. If an extension of leave is granted beyond one (1) year, the employee will return to his/her previous classification but to the job held by the least senior person in that classification.
- G. 1. The Association and the Board may jointly permit a discretionary unpaid leave of absence, with Board paid insurance premiums for the employee on such unpaid leave during the period that unemployment benefits ordinarily would be received by a laid-off bargaining unit member. Said leave of absence may only be granted in the event that the leave is taken to allow a laid-off employee to be recalled or to prevent the layoff of an employee having a comparable number of working hours and pay rate to the employee granted the leave.
2. The conditions of F. above shall apply with the exclusion of F., 2. and 3.
- H. Paraprofessional and Food Service Personnel
1. A Paraprofessional may be granted up to five (5) days unpaid leave per year subject to approval by his/her building principal.
 2. A Food Service employee may be granted up to five (5) days unpaid leave per year subject to approval by the Food Services Supervisor.
- I. The provisions of the FMLA shall apply to eligible employees only.

Article 25—Safety, Education and Training

- A. When the Employer and the individual employee agree that outside job-related training would be beneficial to the employee and the school system, the Employer may authorize tuition or conference registration fees not to exceed one hundred twenty-five dollars (\$125.00) per term to attend school approved courses or conferences. Time off for this purpose, tuition and course/conference selection, shall only be with prior approval of the Employer.
- B. If a custodial/maintenance employee who wears corrective lenses while at work has a prescription filled for new glasses, which are "safety" glasses, he/she shall be reimbursed, upon presentation of proper receipt, up to fifty dollars (\$50.00) for the additional cost of having the prescription filled to "safety" glass specifications. This payment shall not be made more than once each fiscal year, per employee.

Article 26—Special Conferences

Upon request of either the Administration or the Association President, the Association President and the Employer will meet to discuss a matter of concern to the requesting party. Such meeting by request shall be limited to not more than one (1) per month except by mutual consent. If these conferences are held during an employee's work hours, the involved employee(s) shall suffer no loss of pay. No more than two (2) representatives of the Association shall be released for a meeting called under this Article except at the Employer's discretion.

Article 27—Evaluations

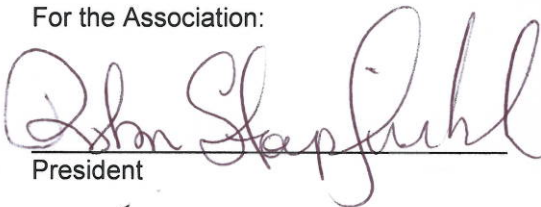
- A. It is intended that performance appraisal shall assist an employee in fulfilling his/her responsibilities and in completing his/her tasks as school system programs, services, activities and projects are implemented.
- B. An evaluation of an employee shall be performed on the evaluation form attached to this Agreement. An evaluation of an employee shall be performed at least once a year between July 1 and June 30. An evaluation conference will be held between the employee and supervisor, if requested by either individual. The employee shall be given a copy of the completed evaluation instrument and shall sign the evaluation, acknowledging receipt of same. The employee may submit additional comments to the written evaluation on a separate sheet which will be attached to the evaluation. All written evaluations, as well as any employee written comments, shall become part of the employee's personnel file.

Article 28—Duration of Agreement

In witness whereof the parties here have caused this Agreement to be signed by their representatives on this 27th day of February, 2012.

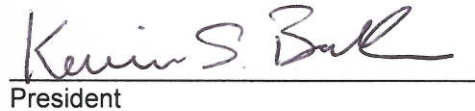
The terms of this Agreement shall be effective July 1, 2011 and shall expire on June 30, 2013.

For the Association:



President

For the Board:



President



Bargaining Chairperson



Secretary

Appendix A
Job Classifications and Wages

- A. 1. The Employer shall maintain and make available to the Association President job descriptions for all job classifications and categories. If the Employer creates a new classification or category during the term of this Agreement, the Employer shall issue a job description and set an interim wage rate for the new classification or category. The Employer shall forward such information to the Association President in order to permit the Association an opportunity to request bargaining on the relationship of wages, hours and employment conditions to the newly established categories and/or classifications.
2. Before any change in the job classification of an employee, other than through the awarding of a vacancy as in Article 17, the Administration will consult with the Association President.
- B. Custodial/Maintenance and Secretarial Personnel
1. If an employee does not use any of his/her accumulated sick leave during any two (2) week period, he/she will be compensated an additional twenty cents (20¢) an hour for that time period. The amount will be paid in the next payroll period after it is earned. Said amount is not considered as a part of the regular wage scale.
2. After an employee has completed ten (10) full years of service, he/she will receive a longevity payment of four percent (4%). After twelve (12) full years of service the payment will be eight percent (8%).
- C. Food Service Personnel
1. If an employee does not use any of his/her accumulated sick leave during any two (2) week period, he/she will be compensated an additional fifteen cents (15¢) an hour for that time period. The amount will be paid in the next payroll period after it is earned. Said amount is not considered as a part of the regular wage scale.
2. Each year there will be a two (2) hour orientation and preparation meeting held on the day prior to the scheduled first day of school for which employees will be paid.
3. Each employee will receive a uniform allowance of one hundred twenty dollars (\$120) which shall be paid on or before September 15th of each year. The Board will annually issue guidelines regarding uniform appearance and deviations after consultation with Food Service Personnel.
- D. Paraprofessional Personnel
- If a person has substituted as a paraprofessional for one thousand (1,000) or more hours within the two (2) years immediately preceding being hired into a paraprofessional position, the initial salary schedule placement will be at Step 2.
- E. The Employer reserves the right to create work to assist any school system employee without obligation to the bargaining unit.
- F. All employees shall receive a pass for any home athletic event, except tournaments. The pass is for use by the member only.

WAGE SCALE

A. Secretarial Personnel

Step		July 1, 2011
0	Probationary	\$9.54
1	90 days to 6 months	\$10.36
2	6 months to 1 year	\$11.29
3	1 year—2 years	\$12.06
4	2 years—3 years	\$12.85
5	3 years – 10 years	\$13.89
6	10 years or more	\$14.17

B. Maintenance

1. Utility/Grounds I

Step		July 1, 2011
1	0–6 months	\$13.29
2	6–12 months	\$13.49
3	12 months – 10 years	\$13.96
4	10 years or more	\$14.24

2. Grounds II/Maintenance I/Maintenance II–Shipping/Receiving

Step		July 1, 2011
1	0–6 months	\$14.30
2	6–12 months	\$14.64
3	12 months – 10 years	\$15.04
4	10 years or more	\$15.34

4. Maintenance III

Step		July 1, 2011
1	0–6 months	\$14.82
2	6–12 months	\$15.11
3	12 months – 10 years	\$15.44
4	10 years or more	\$15.76

5. Specialized Maintenance

Step		July 1, 2011
1	0–6 months	\$16.55
2	6–12 months	\$16.82
3	12 months – 10 years	\$17.99
4	10 years or more	\$18.34

D. Food Service

1. Assistant Cook/Baker

Step		July 1, 2011
1	0 to 60 days	\$9.70
2	60 days to 1 year	\$10.06
3	1 year—2 years	\$10.38
4	2 years—3 years	\$10.76
5	3 years—5 years	\$11.06
6	5 years – 10 years	\$11.41
7	10 years or more	\$11.64

2. Accountant

Step		July 1, 2011
1	0 to 60 days	\$9.51
2	60 days to 1 year	\$9.84
3	1 year—2 years	\$10.18
4	2 years—3 years	\$10.51
5	3 years—5 years	\$10.88
6	5 years – 10 years	\$11.20
7	10 years or more	\$11.42

3. General Help I/Snack Bar Supervisor

Step		July 1, 2011
1	0 to 60 days	\$9.12
2	60 days to 1 year	\$9.45
3	1 year—2 years	\$9.82
4	2 years—3 years	\$10.16
5	3 years—5 years	\$10.49
6	5 years – 10 years	\$10.83
7	10 years or more	\$11.05

4. Gen. Help II

Step		July 1, 2011
1	0 to 60 days	\$8.51
2	60 days to 1 year	\$8.95
3	1 year—2 years	\$9.43
4	2 years—3 years	\$9.90
5	3 years—5 years	\$10.38
6	5 years – 10 years	\$10.74
7	10 years or more	\$10.96

6. Cook

Step		July 1, 2011
1	Probationary—maximum 60 days	\$.20 cents per hour less than step
2	0 to 1 year	\$10.50
3	1 year—2 years	\$11.20
4	2 years—4 years	\$11.87
5	4 years – 10 years	\$12.24
6	10 years or more	\$12.49

E. Paraprofessional

1. K-12

Step		July 1, 2011
1	0 to 1 year	\$7.74
2	1 year—2 years	\$7.97
3	2 years—3 years	\$8.65
4	3 years—4 years	\$9.31
5	4 years—6 years	\$9.95
6	6 years – 10 years	\$10.29
7	10 years or more	\$10.50

3. Health Care I – General

Step		July 1, 2011
1	0 to 1 year	\$8.95
2	1 year—2 years	\$9.12
3	2 years—3 years	\$9.34
4	3 years—4 years	\$10.00
5	4 years—6 years	\$10.48
6	6 years – 10 years	\$10.90
7	10 years or more	\$11.12

4. Health Care II – Specialized

Step		July 1, 2011
1	0 to 1 year	\$11.11
2	1 year—2 years	\$11.21
3	2 years—3 years	\$11.32
4	3 years—4 years	\$11.50
5	4 years—6 years	\$11.65
6	6 years – 10 years	\$11.84
7	10 years or more	\$12.08

5. In School Suspension / Early Childhood (CDA)*

Step		July 1, 2011
1	0 to 1 year	\$10.16
2	1 year—2 years	\$10.83
3	2 years—3 years	\$11.51
4	3 years—4 years	\$12.19
5	4 years—6 years	\$12.84
6	6 years – 10 years	\$13.53
7	10 years or more	\$13.80

*An employee in the Early Childhood grant program will be compensated on this scale upon his/her attainment of the CDA credential.

- F. All paraprofessionals will be scheduled to attend a six (6) hour in-service day which will be scheduled by the Board of Education in consultation with negotiators and they will be paid at their regular rates of pay for the time attended.

Appendix B
Grievance Report Form

Grievance # _____

Hastings School District

Distribution of Form

- | | |
|-------------------|----------------|
| 1. Superintendent | 2. Supervisor |
| 3. Association | 4. Grievant(s) |

Building/Assignment	Name of Grievant	Date Filed
---------------------	------------------	------------

Formal Level I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Date

Signature

C. Disposition of Supervisor: _____

Date

Signature

D. Disposition of Grievant and/or Association: _____

Date

Signature

Formal Level II

A. Date Received by Superintendent, or his/her designee: _____

B. Disposition of Superintendent, or his/her designee: _____

Date

Signature

C. Position of Grievant and/or Association: _____

Date

Signature

Formal Level III

A. Date Submitted to Governing Body: _____

B. Disposition of Governing Body: _____

Date

Signature

Appendix C

Hastings Area School System

Performance Appraisal Summary Report
Custodial/Maintenance and Food Service Personnel

Name: _____ Date: _____

Assignment: _____ Building/Department: _____

Appraisal Categories/Comments

	Satisfactory	Concern Noted	Unsatisfactory
Job Knowledge	_____	_____	_____
Quality of Work	_____	_____	_____
Quantity of Work	_____	_____	_____
Attitude	_____	_____	_____
Dependability	_____	_____	_____
Initiative	_____	_____	_____
Flexibility	_____	_____	_____
Personal Qualities Related to Job Responsibilities	_____	_____	_____
Use of Safety and Conservation Methods	_____	_____	_____
Communication with Citizens	_____	_____	_____
Support of System Programs, Policies and Procedures	_____	_____	_____
Job-Related Growth Efforts	_____	_____	_____
Relations with Other Staff Members	_____	_____	_____
Other _____	_____	_____	_____

COMMENTS:

Positive Indicators: _____

Growth Objectives: _____

Signature of Evaluator

Signature of Employee

Date

Date

The signature of the employee indicates the summary report has been received.

Employee's response (optional): _____

Evaluator's reply (optional): _____

Signature of Evaluator

Signature of Employee

Date

Date

Appendix C

Hastings Area School System

Performance Appraisal Summary Report
Office Personnel

Name: _____ Date: _____

Assignment: _____ Building/Department: _____

Appraisal Categories/Comments

	Satisfactory	Concern Noted	Unsatisfactory
Job Knowledge	_____	_____	_____
Quality of Work	_____	_____	_____
Quantity of Work	_____	_____	_____
Attitude	_____	_____	_____
Dependability	_____	_____	_____
Initiative	_____	_____	_____
Flexibility	_____	_____	_____
Personal Qualities Related to Job Responsibilities	_____	_____	_____
Communication with Citizens	_____	_____	_____
Support of System Programs, Policies and Procedures	_____	_____	_____
Job-Related Growth Efforts	_____	_____	_____
Relations with Other Staff Members	_____	_____	_____
Other _____	_____	_____	_____

COMMENTS:

Positive Indicators: _____

Growth Objectives: _____

Signature of Evaluator

Signature of Employee

Date

Date

The signature of the employee indicates the summary report has been received.

Employee's response (optional): _____

Evaluator's reply (optional): _____

Signature of Evaluator

Signature of Employee

Date

Date

Appendix C

Hastings Area School System

Performance Appraisal Summary Report
Paraprofessionals

Name: _____ Date: _____

Assignment: _____ Building/Department: _____

Appraisal Categories/Comments

	Satisfactory	Concern Noted	Unsatisfactory
Promotion of Personal Development of Students	_____	_____	_____
Management of Student Behavior	_____	_____	_____
Communication with Parents and Other Citizens	_____	_____	_____
Job Knowledge	_____	_____	_____
Quality of Work	_____	_____	_____
Quantity of Work	_____	_____	_____
Attitude	_____	_____	_____
Dependability	_____	_____	_____
Initiative	_____	_____	_____
Flexibility	_____	_____	_____
Personal Qualities Related to Job Responsibilities	_____	_____	_____
Support of System Programs, Policies and Procedures	_____	_____	_____
Job-Related Growth Efforts	_____	_____	_____
Relations with Other Staff Members	_____	_____	_____
Other _____	_____	_____	_____

COMMENTS:

Positive Indicators: _____

Growth Objectives: _____

Signature of Evaluator

Signature of Employee

Date

Date

The signature of the employee indicates the summary report has been received.

Employee's response (optional): _____

Evaluator's reply (optional): _____

Signature of Evaluator

Signature of Employee

Date

Date

Appendix D

Job Descriptions

A. Maintenance Personnel

Utility Worker

Duties shall consist of:

- delivering of mail, materials, equipment and any other necessary delivery
- other duties as directed by the Supervisor
- shall be available to assist in other maintenance work

Groundskeeper I

Duties shall consist of:

- maintaining the athletic field and field house
- maintaining grounds surrounding the school buildings such as trimming of shrubs, mowing grass, snow removal and other outside work except building and equipment maintenance
- work under the guidance and direction of Groundskeeper II
- other duties as assigned by the Supervisor

Groundskeeper II

Duties shall consist of:

- maintaining the athletic fields and field house
- maintaining grounds surrounding the school buildings such as trimming of shrubs, mowing of lawns, snow removal and other outside work except building maintenance
- responsibility for the care and light maintenance of all tools and equipment used in this work
- a thorough knowledge of grass and sod care, fertilizing, liming, weed control and other requirements for proper lawn maintenance is required including the laying out and marking of all athletic areas required in the educational program
- constantly being aware of and keeping abreast of new programs in sod care and athletic fields layout
- having the ability and responsibility to assign and plan work for employees in this department
- other duties as assigned by the Supervisor

Maintenance I

Duties shall consist of:

- work assigned in accordance with specific job skills
- work required for the general upkeep of the plant, such as painting, repair of equipment and buildings
- replacing lights in gym, stairwells and auditoriums
- maintenance of all heating plants (requires specific job skills)
- all other maintenance not covered by Custodial 3
- other duties as assigned by the Supervisor

Shipping-Receiving Clerk

Qualifications for this position shall include a thorough knowledge of inventory control methods, practical experience in handling of school purchase orders and practical experience in shipping, receiving and delivery techniques.

This position shall have the full responsibility for:

- receiving, checking and delivering all equipment and supplies ordered by the District
- the warehouse and inventory control of all items in it
- receipt, delivery and return of all items used from the enrichment center

- making any written report and inventory list as requested by the Administrative Assistant for Non-Instruction
- tasks may include pick up and delivery of mail
- other duties will be assigned by the Supervisor

Maintenance II

This position shall be under the direction of the Supervisor of Maintenance and Grounds and shall work an 8-hour day on the first shift, 5-day week with the workdays to be Wednesday, Thursday, Friday, Saturday and Sunday. The weekend for this position shall be Monday and Tuesday and any work performed on these days shall be treated for overtime purposes as a Saturday and Sunday.

Maintenance II person shall be qualified to handle all work as described in job description for Utility and Maintenance personnel. Building checks shall be a prime function on Saturday and Sunday.

Maintenance III

The following are requirements for this position:

- have a general knowledge of the following:
 - basic carpentry—locks, shelving, door closures, etc.
 - basic plumbing—repair of sinks, drains, etc.
 - repair of pumps, compressors, motors, fans, unit heaters, etc.
 - basic painting—walls, machinery, equipment, etc.
 - welding
- have complete knowledge of the maintenance and operation of boilers and their control system. Skills required may be obtained by proven experience and/or schooling—some systems may be computer controlled.
- knowledge of temperature control systems and their control systems. Skills required may be obtained by proven experience and/or schooling—some systems may be computer controlled.
- understand and apply the maintenance schedule as developed by the Supervisor of Maintenance and Technical Services for any assigned building(s)
- general maintenance work as required for the upkeep of school system facilities
- other duties as assigned by the Supervisor

Specialized Maintenance

This position shall be under the supervision of the Supervisor of Maintenance and Grounds. The person holding this position shall have the ability to assign and plan work for the Specialized Maintenance Assistant.

This classification shall require the knowledge and repair of:

- plain paper copiers
- thermo fax machines
- spirit duplicating machines
- electric motors
- movie projectors
- audio tape recorders
- video tape recorders
- film strip projectors
- opaque and overhead projectors
- record players
- locks—retumbling & cutting keys
- electrical wiring
- master, secondary clocks
- scoreboards and controllers
- security systems

telephones
computers, disk drives, printers and monitors
other work as assigned by the Supervisor

B. Secretarial Personnel

Responsible directly to building-level administrator and/or program supervisor and assumes responsibilities for building operations as assigned by the administration.

C. Food Service

Cook

Duties shall consist of:

- responsible for all production records of all food prepared
- responsible for the making of all soups and sauces and be able to reach in large pots to take out food daily
- responsible for the preparation of the main entrees
- responsible for the preparation of the a-la-carte entrees
- responsible for the neatness and cleanliness of the freezer and cooler by being able to sweep and mop floors and clean shelves
- responsible for the setting up of hot food—must be able to lift 40# pans of food in the steam table
- responsible for supplying food to the snack bar during the lunch hour
- responsible for checking with the Manager on amounts to prepare
- responsible for putting stock away—must be able to lift 50# when necessary
- responsible for letting the Manager know about any shortages of supplies
- responsible for keeping the serving lines supplied during lunch
- general kitchen work as necessary
- other assignments directed by the Food Services Supervisor

Baker

Duties shall consist of:

- responsible for all production records of all food prepared
- responsible for all baking of menu items—must be able to reach in the top oven and able to lift up to 40# pans on a daily basis
- responsible for making all toppings for desserts
- responsible for making all puddings and jello—must be able to lift 10-15# pans in and out of cooler daily
- responsible for serving during the lunch periods
- responsible for letting the Supervisor know of any food shortages in the baking area
- responsible for counting and keeping track of all leftovers
- responsible for keeping the line supplied with desserts during the lunch period
- responsible for using recipes when they apply
- general kitchen work as necessary
- other assignments as directed by the Food Services Supervisor

Assistant Cook

Duties shall consist of:

- responsible to be a constant aide to the cook in all preparations and responsibilities—should be ready to take over cook's duties whenever the situation requires
- general kitchen work as necessary
- other assignments as directed by the Food Services Supervisor

General Help I

Duties shall consist of:

- responsible for taking care of production records
- responsible for supervision of own unit
- responsible for daily ordering of canned goods and other items
- responsible for the neatness and cleanliness of the unit
- responsible for checking with the Supervisor on amounts to prepare
- responsible for the distribution and quality of food to the students and also able to take cases of milk out of the cooler and carry to the line daily
- responsible for the return of goods to the main kitchen
- responsible for the upkeep of equipment—must be able to reach into steam table and clean out wells daily and be able to reach into the milk cooler and freezer and clean when needed
- responsible for letting Supervisor know about any shortages of supplies
- responsible for presenting a friendly atmosphere to the students
- general kitchen work as necessary
- other assignments as described by the Food Services Supervisor

Accounting

Duties shall consist of:

- responsible for collecting all money from other schools
- responsible for counting and rolling all money daily
- responsible for all deposits and must be able to carry at least 35# bags of coins each day
- responsible for writing up deposit tickets on each deposit
- responsible for keeping all daily cash summary sheets and records up to date
- other assignments as directed by the Food Services Supervisor

Snack Bar Supervisor

Duties shall consist of:

- responsible for snack bar operation
- responsible for the breakfast program from 8:00 to 8:25 a.m. at the high school
- responsible for the preparation of the main entree (hamburgers, hot dogs, etc.) at middle school and high school
- responsible for the neatness and cleanliness of the snack bar and designated area of the storeroom
- responsible for setting up all other items in the snack bar (ice cream, milk, cake, cookies, etc.), also must be able to carry a case of milk daily to the snack bar from the cooler
- responsible for checking with the Supervisor on amounts to prepare
- responsible for keeping daily production records on amounts prepared at middle and high schools
- responsible for proper upkeep of equipment and must be able to reach in and clean the milkshake machine daily at the high school
- responsible for letting the Supervisor know about any shortages of supplies
- responsible for keeping serving line supplied during lunch
- responsible for presenting a friendly atmosphere to the students
- general kitchen work as necessary
- other assignments as directed by the Food Services Supervisor

General Help II

Sandwiches and Salads

Duties shall consist of:

- responsible for the making of all sandwiches and salads on the menu
- responsible for the assorted dressings
- responsible for checking with the Supervisor on the proper amounts

- responsible for following proper recipes
- responsible for the proper display on the serving lines
- responsible for the general cleanliness of work area and cooler—must be able to lift 50# cases of lettuce in cooler
- responsible for checking with Supervisor on the use of leftovers
- responsible for serving during the lunch periods
- responsible for cleaning the serving line and tables on a daily basis
- other assignments as directed by the Food Services Supervisor

Line

Duties shall consist of:

- responsible for helping set up the hot foods, cold foods, and condiments—must be able to lift 40# pans in the steam table daily
- responsible for keeping the line well supplied with silverware, paper goods and food items used
- responsible for serving the hot food during lunch time
- responsible for cleaning the steam table and counter areas after lunch—must be able to reach the top shelf and clean inside of the wells on steam table
- responsible for cleaning the dining room tables after lunch
- responsible for keeping designated area in the cooler neat and clean
- other assignments as directed by the Food Services Supervisor

Snack Bar

Duties shall consist of:

- responsible to the snack bar supervisor by helping in serving students
- responsible for neatness and general sanitation of the work area
- responsible for giving the right change
- responsible for presenting a friendly atmosphere to the students
- responsible for carrying foods to and from the snack bar and line
- responsible for keeping adequate supplies available
- other assignments as directed by the Food Services Supervisor

Cashier

Duties shall consist of:

- responsible for the 17 steps in running the cash registers
- responsible for helping set up the line
- responsible for the sale of all food on the serving line
- responsible for maintaining a friendly atmosphere with the students
- responsible for helping keep the serving line well supplied during the lunch periods
- responsible for keeping enough change on hand
- responsible for checking the menu each day with the Supervisor for price changes
- other assignments as directed by the Food Services Supervisor

Dishwasher and Kitchen Help

Duties shall consist of:

- responsible for cleaning lunch dishes by putting them through the dishwasher
- responsible for cleanliness of dish machine by being able to reach in to the back and taking pipes and racks in and out daily
- responsible for keeping the serving line supplied with trays and silverware
- responsible for cleaning all kitchen carts and racks at least once a week
- responsible for using proper supplies for cleaning
- responsible for keeping the pot and pan area clean and neat
- responsible for checking with the Supervisor if more supplies are needed
- other assignments as directed by the Food Services Supervisor

D. Paraprofessional Personnel

General

Qualifications for this position shall consist of:

- high school diploma or equivalent
- ability to perform clerical tasks proficiently
- ability to communicate effectively with students and staff using proper grammar and vocabulary
- ability to maintain discipline in all school settings
- completion of first aid and CPR courses desirable
- punctual in all assignments
- observes all District policies appropriate to this position
- accepts the responsibility of assigned tasks

Duties and responsibilities shall consist of:

- aid teacher in preparing room or school
- help prepare and distribute lesson materials
- work with small groups of students or individual students on drill and practice under teacher's supervision
- keep classroom neat and orderly
- aid teacher in arranging bulletin boards
- supervise playground under teacher's supervision
- assist with student records when asked
- when necessary, supervise students in cafeteria
- aid in storing materials and getting classroom ready for closing of school
- specific assignments will call for specific tasks as determined by the assignment
- any duties as may be assigned by the building principal

In-School Suspension

Qualifications for this position shall consist of:

- high school diploma
- must demonstrate ability to be consistent and firm without being harsh with students
- must like to work with adolescents
- good public relations and interpersonal skills

Duties and responsibilities shall consist of:

- supervise in-school suspension students
- coordinate assignments for in-school suspension students from teachers
- maintain accurate records
- other duties as may be assigned by the building principal

Health Care I—General

The role of this position is to provide health care support and related services as determined to be necessary for handicapped and disabled students.

Qualifications for this position shall consist of:

- high school diploma or equivalent
- ability to perform clerical tasks proficiently
- the ability to communicate effectively with students and staff using proper grammar and vocabulary
- ability to maintain discipline in all school settings
- completion of first aid and CPR courses desirable
- specific functional training and/or job experience as is appropriate to the position
- capacity to directly provide health related and allied services not requiring advanced or specialized training
- observes all District policies appropriate to this position
- accepts the responsibility of assigned tasks

Duties and responsibilities shall consist of:

- aid teacher in preparing room for school
- help prepare and distribute lesson materials
- work with small groups of students or individual students on drill and practice under teacher's supervision
- keep classroom neat and orderly
- aid teacher in arranging bulletin boards
- supervise playground under teacher's supervision
- assist with student records when asked
- when necessary, supervise students in cafeteria
- aid in storing materials and getting classroom ready for closing of school
- specific assignments—provide health care support and related services for a student(s) as determined to be necessary to serve the needs of identified handicapped and/or disabled students; provide hygienic services for non-disabled or non-handicapped students where such services are required due to the age of the students and program needs
- any duties as may be assigned by the building principal

Health Care II—Specialized

The role of this position is to provide health care support and related services that are determined to be necessary to serve handicapped and/or disabled students.

Qualifications for this position shall consist of:

- high school diploma or equivalent
- ability to perform clerical tasks proficiently
- ability to communicate effectively with students and staff using proper grammar and vocabulary
- ability to maintain discipline in all school settings
- completion of first aid, CPR and other required training
- specific functional training and/or job experience as is determined to be necessary to serve the needs of handicapped and/or disabled students requiring health care or related services
- capability to directly provide health related and allied services requiring advanced and/or specialized training (e.g. catheterization, suctioning)
- observes all District policies appropriate to this position
- accepts the responsibility of assigned tasks

Duties and responsibilities consist of:

- aid teacher in preparing room for school
- help prepare and distribute lesson materials
- work with small groups of students or individual students on drill and practice under teacher's supervision
- keep classroom neat and orderly
- aid teacher in arranging bulletin boards
- supervise playground under teacher's supervision
- assist with student records when asked
- when necessary, supervise students in cafeteria
- aid in storing materials and getting classroom ready for closing of school
- specific assignment: provide health care and related services for a student(s) as determined to be necessary to serve the needs of identified handicapped and/or disabled students
- any duties as may be assigned by the building principal