

**Master Agreement  
between**

**Holton Public Schools**

**and**

**Holton Educational Support  
Personnel Association,  
MEA-NEA**

**July 1, 2009 - June 30, 2012**

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## ARTICLE I

### Agreement

- 1.1 This Agreement entered into this 14<sup>th</sup> day of March 2011, by and between the Holton Educational Support Personnel Association - Michigan Education Association/ National Education Association, hereinafter called the "Association", and the Holton Public Schools, hereinafter called the "Employer".

## ARTICLE 2

### Recognition

- 2.1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining for all permanent bus drivers, bus aides, custodial/maintenance personnel, food service personnel, clerical personnel, instructional assistants (including CDA instructional assistants), library paraprofessionals, and mechanic and crew leader\*; excluding confidential, supervisory, bookkeeper, payroll, substitutes, and all others of the Holton School District.
- 2.2 Unless otherwise indicated, use of the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit. Within the various classifications of employees covered herein, there shall be the following categories:
- A. "Substitute employee" is an employee who is used on an irregular basis to fill in when a permanent employee is not available.
  - B. "Permanent employee" is an employee who is regularly scheduled to perform bargaining unit work. No non-permanent employees will be used to replace or to fill permanent positions including those lost through layoff, discharge, termination or through attrition.
  - C. "Full-time employee" is an employee scheduled to work a standard work week for fifty-two (52) weeks per year.
  - D. "Permanently employed one-half time employee" is an employee who works at least four (4) hours or more per day on a regular basis.
  - E\*. "Crew Leader" is a position that management shall have the right to fill at its discretion without regard to posting, bidding or seniority, and shall have the right to discontinue at its discretion. Further, if the crew leader is absent, other personnel shall not be considered as a substitute crew leader unless specifically assigned by the supervisor. A crew leader shall be appointed for food service. Said crew leader shall only function and be paid in that position when the food service supervisor is absent from her duties.

## ARTICLE 3

### Association Rights and Grievance Procedure

- 3.1 The Association and its members shall have the right to use school building facilities when school is normally open for meetings if such use is not in conflict with scheduled school activities, provided that if special custodial services are required the Board may charge for the services according to Board policy.
- 3.2 Duly authorized representatives of the Association shall be permitted to transact official Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations. The representative(s) shall notify the Superintendent or designee of his/her presence at the work site prior to transacting official Association business.
- 3.3 The Board agrees to provide sufficient bulletin board space in the building to carry Association announcements, notices of meetings, results of Association elections and notices pertaining to nominations and elections.
- 3.4 The maximum number of employees who shall be paid by the Employer while conducting negotiations or processing a specified grievance shall be limited to three (3). Any member representation and/or grievance processing during the employee's working hours must first be approved by the employee's immediate supervisor. Negotiations meetings shall be held at a mutually agreed upon time. Compensation shall be at the employees' regular straight time rate of pay and shall cease at the end of the employees' regularly assigned shift, and times shall be by mutual agreement.
- 3.5 It is understood that representatives have full-time work to perform. It is their responsibility to obtain proper approval to leave their assigned work area and/or jobs to conduct Association business and to conduct that business in a manner least disruptive to the efficient operation of the school system. The following procedure shall govern. Representatives and/or alternates shall be governed by department rules regarding employees entering or leaving the department. Representatives and/or alternates may leave the department regarding a possible grievance when approval has been given by the immediate supervisor or the Superintendent.
- 3.6 Any employee who wishes the aid of a representative shall contact his/her immediate supervisor who shall notify the representative of the employee's request. The immediate supervisor shall give the representative approval to leave the department within a forty-eight (48) hour period. If a grievance becomes untimely due to a lack of supervisor approval of the representative's departure, the time limits at the first step shall be extended by the amount of time it took to get said supervisor approval. Any time paid by the Employer to work on grievances or potential grievances shall be spent on the Employer's premises.
- 3.7 The names of representatives or alternates in each department shall be given in writing to the Employer. No representative or alternate shall function as such until the Employer has been advised of his/her selection, in writing, by the unit

secretary. Any change in representatives or alternates will be reported to the Employer as far in advance as possible.

3.8 Any representative or alternate, or other officer of the Association employed by the Employer, having an individual grievance in connection with his/her own work, may ask for a representative to assist him/her in adjusting the grievance in a manner provided for in the Grievance Procedure.

### 3.9 Grievance Procedure

#### A. Definition:

A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement. The termination of services or failure to re-employ any probationary employee shall not be grievable.

#### B. Hearing Levels

##### **Step 1:**

Within ten (10) individual employee work days after the date of an alleged occurrence of a grievance, the aggrieved employee will take the matter up with his/her immediate supervisor. The employee may request the presence of the representative. The supervisor shall send for such representative without undo delay and without further discussion. The supervisor shall give an oral answer to the employee within the following five (5) work days.

##### **Step 2:**

If the matter is not settled at Step 1, the employee and/or committee may submit to the immediate supervisor, within the five (5) work days following the oral answer, a written and signed "Statement of Grievance" which shall name the employee involved, state the date of the alleged grievance and the facts giving rise to the grievance, identify all provisions of this Agreement alleged to be violated by reference, state the contention of the employees and of the Association with respect to these provisions and indicate the relief requested.

Within five (5) work days following receipt of the written grievance, the supervisor shall hold a meeting with the grievant and Association representative. Within five (5) work days of the meeting, the supervisor shall submit a written answer to the employee and the Association. If the matter is settled at Step 2, the employee shall sign the grievance stating that result.

##### **Step 3:**

If the matter is not settled at Step 2, the grievant and/or committee may appeal the matter within five (5) work days following the receipt of the written disposition of the immediate supervisor. Such appeal shall be made by forwarding a copy of the grievance and immediate supervisor's response to the Superintendent of Schools or his/her designee. The

Superintendent of Schools or his/her designee shall, within five (5) work days after receipt of such grievance, schedule a meeting with the grievant and representatives of the Association. The Superintendent shall answer in writing within five (5) work days of said meeting.

**Step 4:**

If the grievance is not resolved at Step 3, the Association may, within ten (10) work days of receipt of the written answer by the Superintendent, refer the matter to the American Arbitration Association for arbitration. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association (AAA), except each party shall have the right to peremptorily strike not more than three (3) names--from the list of arbitrators. The hearing shall be conducted in accordance with AAA rules.

- a. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. Any matter for which there is recourse under State or Federal statutes shall not be heard by the arbitrator. He/she shall have no power to interpret State or Federal law.
- b. Neither party may raise a new defense or ground at Step 4 not previously raised or disclosed in written form at Step 3.
- c. Not more than one grievance may be considered by the arbitrator at the same time except upon expressed written mutual consent, and then only if they are of a similar nature.
- d. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than forty (40) work days prior to the date on which the grievance is filed, except in cases involving—seniority and its application.
- e. The fees and expenses of the arbitrator shall be divided equally between the Employer and the Association. The parties shall bear individually the cost of presenting their respective cases in arbitration.
- f. The decision of the arbitrator shall be final and binding upon the employees, the Board, and the Association. Subject to the right of the Board or the Association to judicial review any lawful decision of the arbitrator shall be forthwith placed into effect.

**C. Miscellaneous Conditions**

1. Time limits may only be extended by mutual written agreement between the Employer and the Association.

- a. Any grievance not answered within the time limits by the Employer shall be deemed passed to the next step of the grievance procedure.
  - b. Any grievance not initiated or appealed by the Association within the time limits (unless a mutually-agreed upon extension of the time limits has been granted) shall be deemed settled on the basis of the Employer's last response.
2. Grievances filed as Association grievances may, at the option of the Association, be initiated at Formal Level #2 of the grievance procedure.
  3. Once a grievance has been processed or dropped, it cannot be reopened.
  4. More than one grievance may not be considered by the arbitrator at the same time except upon the express written mutual consent of the parties and then only if the grievances are of a similar nature.
  5. The Employer shall not be required to pay back wages more than forty (40) 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 or could have reasonably earned less any compensation that he/she may have received from any source during the period of back pay, including unemployment compensation.
    2. No decision in any one case shall require a retroactive wage adjustment in any other case.

## ARTICLE 4

### Management Rights

- 4.1 The exercise of the Employer powers, rights, authority, duties, and responsibilities, 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 expressed terms of this Agreement and then only if the specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- 4.2 Such rights shall include by way of illustration, the right to:
  - A. Direct the working forces, including the right to hire, assign, promote, evaluate, discipline, layoff, transfer, and determine the size of the workforce, within the scope of this Agreement.

- B. Determine the services, supplies, and equipment necessary to continue its operation, and to establish standards for their use and operation.
- C. Determine overall goals and objectives as well as reasonable policies affecting all programs.
- D. Determine the number and location or relocation of its facilities, including the establishment or relocation or closing of offices, departments, buildings, or other facilities.
- E. Determine the size of the management organization, its functions, authority, and amount of supervision.
- F. Determine all financial policies, including all accounting procedures, and all matters pertaining to public relations.
- G. Determine the qualifications of employees, including job descriptions and essential job functions of employees.

## ARTICLE 5

### Agency Shop

- 5.1 A. All employees shall, commencing with the first full month of employment following the completion of thirty (30) working days in the bargaining unit:
    - 1) become and remain members in good standing in the Association and pay to the Association dues in the amount uniformly required by the Association, or
    - 2) so long as they remain non-members of the Association, pay to the Association a service fee in the amount uniformly required by the Association.
  - B. For the purpose of this Agreement, the term "dues/fees" shall mean all monthly dues/service fees.
  - C. The Employer shall submit a check-off form furnished by the Association, conforming with the terms of this section to new employees at time of hiring.
  - D. This Agency Shop clause is conditioned only by this Agreement and current State Labor Laws and legal interpretations thereof.
- 5.2 Employees, on forms provided by the Association, may direct the Employer to deduct from their wages the amount of their Association dues/fees each month. The Employer agrees to comply with such written authorization from the employee and deliver such deduction to the designated Association official by U.S. mail service within five (5) days of the first payroll period of each month with a complete dues/fees check-off list.



- 5.3 The written authorization of the employee for the deduction of dues/fees shall remain in full force and effect until revoked by him/her by written notice signed by the employee and received by the Employer and the Association not more than sixty (60) days and not less than fifty (50) days before any anniversary or termination date of this Agreement.

## **ARTICLE 6**

### **Employee Rights and Protection**

- 6.1 Nothing contained within this Agreement shall be construed to deny to any employee rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations.
- 6.2 The Employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of disability as defined in the Michigan Persons with Disabilities Civil Rights Act or because of religion, race, color, national origin, age, sex, height, weight or marital status
- 6.3 No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association.
- 6.4 The Employer shall maintain one official personnel file for each employee. The employee shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review.

## **ARTICLE 7**

### **Job Description and Classification**

- 7.1 For each classification, job descriptions will be developed. The Employer reserves the right to modify job descriptions. The descriptions and modifications shall be distributed to all current employees and to all new employees when hired by the District. The descriptions will include at a minimum:
- (a) Job Title and Description
  - (b) Minimum requirements
  - (c) A statement of required tasks and responsibilities
- 7.2 The basic compensation of each employee shall be as set forth in "Schedule A". Employees working less than a full year, other than bus drivers, may elect to receive their compensation for regularly scheduled hours in one of the following ways:

- (a) Actual pay for the payroll period
- (b) Twenty-one (21) equalized pays
- (c) Twenty-six (26) equalized pays

Compensation for additional work will be paid in the payroll period earned.

7.3 The following conditions shall apply to all overtime work:

- A. Time and one-half will be paid for all hours physically worked over forty (40) hours in one week with the exception of 7.3F.
- B. Double-time will be paid for all hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day.
- C. Paid leave shall count toward hours worked except in calculating overtime pay except in 7.3F.
- D. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and employee. Such time shall be at time and one-half.
- E. All overtime hours for cooks and custodians will be allocated in rotation by seniority within each classification.
- F.
  - a. Emergency time shall be defined as when an employee is called to immediately report to work outside of regularly scheduled hours. In case of emergency hours, any vacation, sick, personal, bereavement, and inclement weather/unscheduled school closing days and floating holiday for the 2010-2011 school year, Restricted Discretionary Leave Day for the 2011-2012 school year, will count toward hours physically worked.
  - b. Paid leave for bereavement leave and jury duty will count toward hours physically worked.

## **ARTICLE 8**

### **Work Week, Work Day**

- 8.1 The standard work week shall consist of five (5) consecutive days, Monday through Friday, both days inclusive except upon mutually agreed upon change.
- 8.2 The normal work day for full-time employees shall consist of eight (8) hours, and the normal work week shall consist of forty (40) hours. When school is not in session during the summer and school secretaries are not working, there will be one custodial/maintenance shift from 6:00 a.m.- 2:30 p.m. During the summer when school secretaries are working, the custodial/maintenance shift shall be 7:00 a.m. - 3:30 p.m.

8.3 The Employer shall have the right to change shifts only upon twenty-four (24) hours prior notice. There shall be no shift changes to avoid payment of premium pay, except in case of emergency. Shift changes apply only to custodial/maintenance employees.

8.4. If in any work week, as result of an Employer initiated shift change for custodial/maintenance employees, the employee is working less than the usual number of hours for that employee, the employee will be reimbursed for the time lost as a result of such shift change.

#### 8.5 Break Time

A. All employees except bus drivers: To the extent that the requirements of the employees' respective duties allow him/her to leave the work area, breaks will be scheduled by the immediate supervisor. In any case, however, employees who work six (6) or more hours per day will be accorded two (2) paid breaks of fifteen (15) minutes each on a scheduled shift.

B. Special education bus drivers who take their unpaid breaks will do so at a location situated reasonably between the last scheduled stop and the bus parking lot.

#### 8.6 Lunch

Employees working more than four hours per day shall have a one-half (1/2) hour duty-free unpaid lunch during which time they may leave the District.

#### 8.7 School Closing

A. On any day that school is not in session because of inclement weather/unscheduled school closings, no employee shall suffer loss of pay for the first two (2) such days. Such pay is to be paid in the pay period in which it occurs. All full year and school year employees will not be required to report to work for the first two (2) such days. On all other such days the employee may not be required to work and will not be paid if not required to work, unless a personal day, vacation day, or pre-approved sick day is used. If the employee is asked to report for work, he/she shall be paid.

If the school day legally has to be made up, employees who were paid without working on the closed day will work the rescheduled day without additional pay.

B. A telephone fan-out system will be established by the Employer to supplement radio and television notices of school closings. This fan-out will be used to notify all employees, and the Employer will make every effort to contact the earliest reporting employees first.

- C. In the event school is closed for a paid inclement weather/unscheduled school closing, and the employee was scheduled off from work on a pre-approved sick day, personal day, or vacation day, the employee will be paid for such day, and the pre-approved leave time shall be credited back to the employee.
  - D. Any employee who has not exhausted his/her personal or vacation leave, may use such days when professional development is scheduled for teachers, and work/professional development is not scheduled for the employee/support staff that day.
- 8.8
- A. Any employee reporting for work during normal work hours when no work is available shall receive a minimum of one-half (1/2) day's pay except when they have been notified not to report for work.
  - B. Any employee called out to work for any hours outside their normal working hours shall be paid a minimum of two (2) hours.
  - C. All kitchen personnel scheduled to work outside their normal working hours, but less than eight (8) hours per day or forty (40) hours per week shall receive fifty cents (\$.50) per hour in addition to their regular hourly rate for all such hours worked.
  - D. Custodial/maintenance persons shall be on duty at all activities when rental fees are charged. Food service personnel shall be on duty when the rental involves preparation of food in the kitchen area.
  - E. It will not be necessary to have a custodial/maintenance employee or cook on duty at non-rental activities unless the Employer deems it necessary. However, the Employer endeavors to assure that any group using the kitchen area and/or equipment shall leave said area and/or equipment clean and ready for use by the food service employees in time for the start of the next food service work day. A copy of the activity form will be posted in the kitchen if the activity will use the kitchen area and/or equipment.
  - F. The Employer shall assure that tables are down and ready to use in time for the breakfast program each school day. This shall not be the responsibility of food service personnel.

#### 8.9 Substitutes

When it is determined that a day shift custodial/maintenance employee is going to be absent from work for five (5) or more consecutive days, and the Employer determines that the position will be filled during such absence, said shift shall be offered, by seniority, to a member of that classification working the night shift. These opportunities for day shift work shall be rotated, by seniority, through the custodial/maintenance staff. The night shift of the employee electing such work shall be filled by a substitute.

## 8.10 Clerical Work Year

The clerical work year shall begin ten (10) working days prior to Labor Day, and end not less than five (5) working days after the last day for students.

## ARTICLE 9

### Working Conditions

- 9.1 The Employer shall provide adequate non-exclusive lounges and restrooms at each building for employees' use.
- 9.2 The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work area.
- 9.3 At the start of each school year, an employee shall be notified of his/her designated supervisor or supervisors. In the absence of the building principal, employees shall be made aware of the person who will be available for assistance, if needed, for building administration or supervision.
- 9.4 The Employer shall provide without cost to the employee the following:
  - A. Uniforms will be provided and laundered for each bus mechanic. Five (5) shirts and an eighty dollar (\$80.00) slack/dress short/shoes allowance per year by August 1<sup>st</sup> for each custodial/maintenance and food service employee. Slacks shall be full length and dress shorts shall be knee-length. Both shall be black in color. Work uniforms shall be worn at all times when at work during the school year. When weather conditions permit, dress shorts may be worn in place of the uniform pants or slacks. During the summer, when school is not in session, shorts and/or shirts with short sleeves or appropriate sleeveless shirts may be worn in place of the uniform. Custodial/Maintenance and bus mechanic employees may wear their old color uniforms that are presentable in appearance whenever the Employer changes uniform colors.
  - B. First Aid and Blood Borne Pathogen supplies shall be available in each school building and in each kitchen area. Employees are expected to comply with the Employer's Blood Borne Pathogen (BBP) Policy when dealing with all potentially dangerous materials and situations. Copies of the implementation plan are available in the Superintendent's office. Employees are required to attend any BBP training provided by the Employer.
  - C. All required hand tools for custodial/maintenance employees. The employee shall be responsible to annually account for the tools and their reasonable use.
  - D. A jacket by August 1 of every even-numbered year for each bus driver and mechanic. Each driver and mechanic will select either a lightweight or heavyweight jacket from styles selected by the Employer.

- E. One Hundred Dollars (\$100.00) per year reimbursement upon presentation of a receipt for steel-toed, leather work boots for the mechanic.
  - F. Twenty-Five Dollars (\$25.00) per year allowance toward the cost of one pair of non-skid safety shoes per year for each food service employee.
- 9.5 When an employee is required to use his/her own auto for Employer's business away from the school campus, he/she will be paid a minimum of One Dollar (\$1.00) per day or the IRS mileage rate, whichever is greater.
- 9.6 Food service personnel shall not be required except for in an emergency to transport food from one building to another without the use of power driven vehicles. A suitable power driven vehicle which meets Health Department standards shall be provided from 7:00 a.m. to 2:30 p.m. each day, Monday - Friday, by the District for the use of the food service program.
- 9.7 The Employer shall reimburse bus drivers the fee(s) for required licenses and renewals. New hires as bus drivers shall not be eligible for reimbursement for their current license but shall be reimbursed for all renewals that are required after the completion of their probationary period.
- 9.8 The Employer shall reimburse bus mechanics any fees associated with any required certification and/or renewal.
- 9.9 The Employer shall reimburse CDA-certified instructional assistants for any fees associated with CDA-certification renewal.
- 9.10 Payroll Explanation

The Employer shall include the ISD payroll input sheet with each employee payroll check for all hours worked (i.e. regular hours, overtime hours, trip rate hours, layover hours, etc.). This language applies to bus drivers, employees working in multiple classifications, and employees who have overtime hours.

## ARTICLE 10

### Seniority

- 10.1 All new employees covered by this Contract shall be probationary employees until they have been employed ninety (90) working days. Upon completion of such probationary period, seniority shall be retroactive to date of the first day of work in the bargaining unit as a permanent employee; and the employee shall be considered permanently appointed and placed on the seniority list for the purpose of this collective bargaining Agreement. There shall be no responsibility for the re-employment of probationary employees if they are laid off or discharged during this period; however, the employee and the Association shall

be given written notice of discharge stating the reason for such discharge. Discharges of probationary employees shall not be subject to the grievance procedure.

In the event that more than one individual has the same seniority date, position on the seniority list shall be determined by drawing numbers within one month of the date of hire. All affected individuals must be present, with at least one administrator present at the time of drawing.

10.2 For the purpose of this provision, all employees shall be placed in one of the following classifications based on their current assignments:

- (a) Custodial/Maintenance
- (b) Mechanic
- (c) Clerical
- (d) Food Service
- (e) Instructional Assistant (including CDA Instructional Assistants)
- (f) Bus Driver
- (g) Bus Aide
- (h) Library Paraprofessional
- (i) RTC Paraprofessional

Employees who work in more than one (1) classification shall be ineligible for extra work which would create overtime or interfere with the work in the classifications.

10.3 The Employer shall prepare, maintain and post the seniority list. The seniority list shall indicate an employee's seniority in each classification as well as seniority in the bargaining unit. The initial seniority list shall be prepared and posted conspicuously in all buildings of the Employer within thirty (30) work days after the effective date of this Agreement, with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association. Errors, omissions, and/or deletions in or to the list as posted will be noted and made as required to conform to this Agreement at the request of any employee on written notice to the Association or at the request of the Association on notice to the affected employee.

10.4 Seniority shall be lost by an employee upon termination, resignation, retirement, transfer to a non-bargaining unit position, failure to return to work upon recall from lay-off or at the end of a leave of absence, or if absent three (3) consecutive work days without notifying the Employer unless there are extreme mitigating circumstances.

- 10.5 For the purpose of Reduction in Personnel, Layoff and Recall, an employee working in more than one classification shall be deemed to be assigned to all classifications in which the employee is working.
- 10.6 All unit officers, bargaining team members, shall have, by virtue of their Association office, top seniority within the unit and respective classifications for the purpose of layoff and recall.

## ARTICLE 11

### Vacancies, Transfers, and Promotions

- 11.1 A vacancy shall be defined as a newly created position or a present position that is not filled. Summer employment opportunities will be posted on the District's web site.
- 11.2 All vacancies, as defined in 11.1 above, which the Employer intends to fill shall be posted within five (5) work days of the vacancy. Each posting shall be posted in a conspicuous place in each building of the District for a period of five (5) work days. Summer postings shall be communicated to all bargaining unit members via the Honeywell Instant Alert system (if in operation), posted on the Employer website, and mailed to the Association President and each classification union representative at his/her home address. Said posting shall contain the following information:
- (a) Date and time of posting of notice
  - (b) Description of work involved
  - (c) Location of work
  - (d) Starting date
  - (e) Rate of pay
  - (f) Hours to be worked
  - (g) Classification
  - (h) Minimum requirements and qualifications
  - (i) Date and time of closing of posting
- 11.3 Interested employees may apply by signing the posting which shall be posted in a prominent location in the administration building within the five (5) day posting period. Employees on vacation or layoff who may wish to be considered for any posted opening or recall during their vacation period or layoff shall notify the Association president of their address and telephone number where they may be contacted. The Association president or vice-president will notify such employee and shall have the authority to sign postings if the absent employee so desires.



- 11.4 Vacancies shall be filled first based upon seniority and qualifications of applicants from within the classification where the vacancy exists. Should no employee from the classification where the vacancy exists apply, the vacancy shall then be filled based upon the seniority and qualifications of the other applicants within the unit.
- 11.5 Within ten (10) work days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. The successful applicant shall be notified in writing with a copy provided to the Association.
- 11.6 In the event of promotion in or transfer from one classification to another, the employee shall be given a forty-five (45) work day trial in which to show his/her ability to perform on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, or at the option of the employee, the employee shall be returned to his/her previous assignment without loss of seniority or bias at his/her former rate of pay.

The original position left vacant by a transfer shall be filled by a temporary substitute until the completion of the transferred employee's trial period. Upon the completion of the transferred employee's trial period, the vacant position shall be treated as a vacancy and posted within five (5) working days.

- 11.7 Transferred employees shall be placed on the probationary step of the wage schedule ("first 90 work days" step) for the forty-five (45) work day trial period. At the successful conclusion of the trial period, as evaluated by the immediate supervisor, the employee shall move to step one ("after 90 work days through 1 year" step). At the conclusion of one (1) year, the employee shall be placed on the step appropriate to his/her unit-wide years of service. This is for placement on the salary schedule only.
- 11.8 Any employee may refuse permanent transfer or promotion without loss of seniority. For the purpose of this Agreement "permanent transfer" shall mean any transfer in excess of thirty (30) calendar days except during summer vacation.
- 11.9 An employee who is temporarily assigned to another job will be paid his/her regular rate or the probationary rate for those duties, whichever is greater.
- 11.10 The parties agree that changes in assignments within classifications may be necessary. Assignment changes shall be for cause, and will in no case require an employee to suffer a loss in wages and/or benefits.

Such changes in assignments shall be on a voluntary basis, whenever possible. If involuntary assignment changes become necessary, the convenience and the wishes of the affected employee(s) will be honored to the extent that such considerations do not conflict with best interests of the District.

In no case, shall voluntary or involuntary assignment changes occur without the affected employee(s) and the Association being apprised on the specific reason(s) for such changes.

- 11.11 When a bargaining unit member is called to sub in his/her own job classification, that individual will be paid at his/her own rate of pay per Appendix A.

## ARTICLE 12

### Reduction In Personnel, Layoff, and Recall

- 12.1 Layoff shall be defined as a reduction in the size of the work force or program.
- 12.2 When layoff occurs, probationary employees in the classification shall be laid off first, and then those employees with the least seniority in the classification shall be laid off.
- A. Layoff and recall shall be based upon seniority within the classification, secondly within the unit.
- B. Layoff notice shall be ten (10) business days in advance of the layoff during the school year, and ten (10) business days in advance of the layoff during the summer break period.
- 12.3 Recall will be inverse to the order of layoff.
- 12.4 There shall be no new employees hired in a classification until all laid-off employees in that specific classification have been offered and given an opportunity to accept recall.
- 12.5 In the event any bargaining unit classification has laid-off employees, no other employees outside the classification shall be used to fill such position until all such laid-off employees have been offered and given an opportunity to accept recall.
- 12.6 The Employer will give preference to employees on layoff status to act as substitutes at substitute rates, provided they so indicate their desire to do so in writing by classification filed with the Superintendent's office upon receiving layoff notice. Otherwise, the Employer shall be free to use its regular pool of substitutes.
- 12.7 Employees who receive a layoff notice shall be allowed to bump in any classification in which they have seniority. Any employee on layoff status will be given first preference as a substitute in another classification of his/her choice, provided he/she has the qualifications and shall be given first preference for a regularly scheduled job opening. All reductions in the workforce shall be with the least senior employees in that classification.
- 12.8 Notice of recall shall be sent by certified or registered mail to the 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) calendar days from

receipt of notice (excluding Saturday, Sunday and holidays) to report to work unless the recalled employee is working elsewhere, in which case the employee shall have fourteen (14) calendar days to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report to work. Failure to report within the timelines defined above shall be considered a voluntary resignation. Exceptions may be made by mutual agreement between the Association and the Employer.

- 12.9 Employees on layoff shall accrue seniority during the period of such layoff.

## **ARTICLE 13**

### **Evaluation**

- 13.1 Each employee's immediate supervisor shall perform an annual evaluation and shall furnish a copy of the evaluation to the employee. If the employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation.
- 13.2 Following each annual evaluation, which shall include a conference with the evaluator, the employee shall sign the evaluation. In no case shall the employee's signature be construed to mean that he/she agrees with the evaluation. An employee may submit additional comments to the written evaluation if he/she so desires.
- 13.3 The content of the employee's evaluation shall not be subject to the grievance procedure. Violations of evaluation procedure and/or timeliness shall be grievable.

## **ARTICLE 14**

### **Safety and Health**

- 14.1 Before commencement of employment, all new employees shall be required to pass a comprehensive physical plus a back x-ray conducted by a Board appointed doctor and paid for by the Employer.
- 14.2 Employees must report all injuries sustained during working hours to the immediate supervisor on the Employer-provided form. Such reporting shall be in writing, and as soon as possible after the incident.
- 14.3 All employees shall observe all reasonable safety rules which are established by the Employer and shall use such safety equipment as required by the Employer which will be provided to the employees.

## ARTICLE 15

### Vacations

- 15.1 All full year employees shall receive paid vacation time. Said vacation time may be used by eligible employees at times of the employee's choosing as approved in 15.3 below. Employees shall be required to submit to the Employer a written request at least three (3) days in advance indicating their proposed vacation. When more than one employee requests the same vacation date(s) and work scheduling reasonably prohibits all requesting employees from being absent at the requested time, preference will be given to the affected employee having the greatest seniority.
- 15.2 Vacation time shall be computed as of each employee's anniversary date on the basis of the following schedules:

#### Full Year Employees

<u>Years Employed</u>	<u>Vacation Pay</u>
Less than 1 year	0 days
1 but less than 10 years	10 days
10 but less than 20 years	15 days
20 years or more	20 days

- 15.3 The Employer must answer all employees' requests in writing within three (3) calendar days after receipt of the vacation request.
- 15.4 All eligible employees shall have the right, upon request to the Employer during the pay period immediately preceding his/her scheduled vacation, to receive his/her vacation pay prior to taking such vacation.
- 15.5 Any employee whose sick leave bank has been exhausted shall be granted earned vacation days, upon request to the Employer, to be utilized as paid sick leave.
- 15.6 All employees shall receive earned vacation pay pro-rated to date upon termination.
- 15.7 Each year an employee shall have from his/her anniversary date until his/her next anniversary date to use the vacation allotted in 15.2 above. No vacation will be carried over into the next anniversary year without the written consent of the immediate supervisor.

## ARTICLE 16

### Holidays

- 16.1 The following days shall be recognized as paid holidays for employees working four (4) hours or more:

New Year's Eve (full day holiday)

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday following Thanksgiving  
Christmas Eve Day (full day holiday)  
Christmas Day  
Floating Holiday for the 2010-2011 school year  
Restricted Discretionary Leave Day for the 2011-2012 school year  
which will be taken on a day when students are not in session and  
no substitute is required.

- 16.2 Employees working less than four hours per day shall receive the following holidays:

Thanksgiving Day  
Christmas Day  
Floating Holiday for the 2010-2011 school year  
Restricted Discretionary Leave Day for the 2011-2012 school year  
which will be taken on a day when students are not in session and  
no substitute is required.

- 16.3 If any of the above-specified holidays occur on a Saturday, the holiday will be taken on Friday; if the holiday occurs on Sunday, the holiday will be taken on Monday.

- 16.4 Holiday pay shall be at the regular hourly rate for the amount of hours an employee would have normally worked, in addition to the applicable rate for all hours worked on such holiday. To be eligible for holiday pay, an employee must have worked his or her last scheduled day prior to the holiday and his or her first scheduled day following the holiday. To be eligible for holiday pay, the employee must work the last day preceding and the first day succeeding the holiday which is scheduled for employees of that job category. An employee validly on paid sick leave, vacation, jury duty, or bereavement leave will be considered to have worked.

## ARTICLE 17

### Sick Leave

- 17.1 A sick leave day shall be computed to be the equivalent of an employee's regularly scheduled hours of employment per day. Sick leave shall be accumulated from date of hire at the rate of one (1) day per month of employment, not to exceed eight (8) for school year employees, nine (9) for school year secretaries, and ten (10) for full year employees for the 2011-2012 school year with an unlimited accumulation. Paid sick leave shall be accumulated and used in increments of one-tenth (0.10) hours. Those employees who work the full school year shall accumulate nine (9) days for the 2010-2011 school year and eight (8) days for the 2011-2012 school year even

though they may begin work in August and finish work in June. School year clerical employees shall accumulate ten (10) days for the 2010-2011 school year and nine (9) days for the 2011-2012 school year. Probationary employees shall accumulate sick leave, but such leave shall not be available for use until completion of the probationary period. The Employer shall furnish each employee with a written statement at the beginning of each school year setting forth the employee's accumulated sick leave credit.

- 17.2 Sick leave will be available to an employee for incapacitating illness or exposure to contagious disease or an illness in the immediate family (father, mother, brother, sister, spouse, child, stepfather, stepmother, stepbrother, stepsister, or stepchild) which requires that employee's attendance. Paid family leave, chargeable to sick leave, will be limited to five (5) days per year. Injuries received by the employee while in the employ of another or in conjunction with a violation of the law, which requires the absence of the employee, will not be compensated.
- 17.3 Any employee whose sick leave has been exhausted shall be granted earned vacation days upon request to the Employer, to be utilized as paid sick leave.
- 17.4 If an employee has exhausted his/her accumulated sick leave and vacation, he or she may borrow up to five (5) days anticipated sick leave from the next year. Employees who utilize anticipated sick leave shall reimburse the Employer prior to severance of employment for all borrowed sick leave.
- 17.5 In the event the employee has exhausted all accumulated sick leave during the term of the illness, the Employer shall grant, upon written application, an unpaid sick leave up to one (1) year. While an employee is on an extended sick leave, he/she may accumulate seniority for the first six (6) months and thereafter it shall be frozen until the employee returns to active employment. The employee shall be returned to the same or similar position in the same classification upon the expiration of the leave. The leave may be extended by mutual agreement.
- 17.6 An employee utilizing sick leave because of an injury incurred on the job may be required to furnish a doctor's statement. If the Employer requires the employee to be examined by the Employer's doctor, it shall be at the Employer's expense. The Employer reserves the right to demand a doctor's statement in cases of suspected abuse or where the employee is absent in excess of three (3) days. Where the employee is absent for three (3) days or more because of a single illness, one doctor's statement may cover the entire absence until he/she is released by the doctor.
- 17.7 Up to ten (10) accumulated sick leave days may be used for paternity leave.

## **ARTICLE 18**

### **Other Paid Leaves**

- 18.1 At the beginning of every contract year, each employee shall be credited with two (2) days to be used for the employee's personal leave. An employee planning to use a personal leave day shall notify his/her supervisor at least two (2) days in

advance, except in cases of emergency. No specific description of the intended use of a leave day shall be required except for a leave requested for the day before or after a holiday.

- A. The Employer reserves the right to limit the number of personal days granted the same day in the same job category based upon the staffing requirements of the Employer. Failure to grant personal days on such a basis may be grieved.
- B. Personal days shall be granted in the order of application, except in cases of emergency.
- C. As of June 30 of each contract year, unused personal business days shall be converted to sick leave hours and added to the employee's sick leave accumulation.

18.2 An employee who is called for jury duty shall be compensated the difference between his/her normal salary and that amount of monies he/she has received from the court for the performance of such duty, excluding expenses and travel allowance. An employee called as a witness on behalf of the Board of Education to any court or administrative tribunal will receive his/her full rate of pay less any witness fees and mileage allowance.

18.3 Immediate family shall be interpreted as spouse, mother, father, brother, sister, child, father- and mother-in-law, brother- and sister-in-law, daughter- and son-in-law, step-parent, step-child, step-brother, step-sister, grandchild, step-grandchild, grandparents, and step-grandparents. Close relative shall include uncle, aunt, first cousin, niece, or nephew.

18.4 The employee shall be granted a maximum of five (5) days paid leave per death for immediate family.

18.5 An employee shall be allowed to use one (1) sick day per occurrence of death, to attend the funeral of any person not defined in 18.3. The employee shall be allowed to use up to two (2) sick days per occurrence of death for a close relative.

18.6 The day shall be deducted from the employee's sick leave accumulation.

#### 18.7 Association Leave Days

- 1. At the beginning of every school year, the Association shall be credited with three (3) days to be used by support staff members who are officers or agents of the Holton Educational Support Personnel Association, such use to be at the discretion of the Association. The Association agrees to pay for the costs of the substitute employee for such days when used.
- 2. The Association President shall notify the Superintendent's office at least two (2) days in advance of the leave day(s) to be used.
- 3. No remainder of unused Association leave days shall accumulate from year to year.

## ARTICLE 19

### Unpaid Leaves

- 19.1 Personal leaves of absence without pay or benefits up to six (6) months in duration may be granted upon written request from an employee. During said leaves, seniority shall continue to accumulate. The employee may request in writing to terminate the leave at any time.
- 19.2 Other unpaid leaves of absence may be taken for the following purposes:
- A. Military Leave - A leave of absence shall be granted to any employee who is inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called or otherwise make him/herself available for active duty in the National Guard or Reserve. Return from leave must be requested within ninety (90) calendar days after honorable discharge.
  - B. Military Reserves - A leave of absence, in addition to annual vacation leave, shall be granted to employees for active duty defense training. Such leave shall not exceed ten (10) work days. The employee, at his/her option, may elect to take his/her vacation for this training period.
  - C. Public Service - A leave of absence not to exceed four (4) years shall be granted to any employee upon application for the purpose of campaigning for, or serving in, a public office.
  - D. Association Office - A leave of absence for up to two (2) years shall be granted upon application for the purpose of serving as an officer of the Association, or an officer in its state or national affiliate.
- 19.3 Requests for leaves (and extensions) shall include:
- (a) The reason for the leave
  - (b) The beginning and ending dates
- 19.4 Employees may request an extension of an unpaid leave. If the leave extension is granted, seniority shall be frozen at the seniority accrued on the date the extension begins.
- 19.5 At least five (5) work days prior to the date a leave is scheduled to expire, an employee shall notify in writing the Employer of his/her intent to return to work. An employee failing to give written notice shall be a voluntary quit. In cases where an extension is being requested, a written request must be made at least thirty (30) days prior to the expiration of the leave.
- 19.6 An employee returning from leave, granted under 19.2 above, shall be placed at the salary schedule step that he/she would have been at had he/she worked in the district during the leave. An employee returning from leave, granted under section 19.1, shall be placed at the next salary schedule step above where he/she last was, unless legally required otherwise.



19.7 Family and Medical Leave Act: Employees may be eligible for twelve (12) weeks (sixty work days) of unpaid job protected leave if they have worked at least one year, for 1,250 hours over the previous twelve months, and if at least fifty (50) employees are employed by the Employer for the following reasons:

- (1) for incapacity due to pregnancy, prenatal care or childbirth;
- (2) to care for the employee's child after birth, or placement for adoption or foster care;
- (3) to care for the employee's spouse, child, or a parent who has a serious health condition;
- (4) for a serious health condition that makes the employee unable to perform the employee's job;
- (5) to fulfill military family leave commitments (including up to 26 weeks of military exigency leave).

Further:

- A. The Employer shall continue all health insurance benefits during a family and medical leave. The twelve (12) weeks of unpaid leave but with paid health insurance benefits will run concurrently with any paid leave which the employee may be on and will be determined on a rolling 12-month calendar basis.
- B. A family and medical leave may be taken on an intermittent or reduced schedule basis when medically necessary; in which case the Employer may request a statement of the medical necessity for the schedule and the expected duration.
- C. Upon return, the employee shall be returned to the position held at the beginning of the leave or an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

## ARTICLE 20

### Fringe Benefits

20.1 Upon written application by the employee, the Employer will provide Priority Health Insurance with a \$2,000/\$4,000 Board paid deductible for the employee and his/her eligible dependents for a full twelve (12) months on the following schedule. It is understood that this health insurance shall be provided four (4) to eight (8) hour employees hired and qualified for insurance before January 1, 2006. For employees hired into positions after January 1, 2006, only full time employees working forty (40) hours per week in a single classification will be provided with the above plan. The employee will make an eighty three dollar (\$83.00) per month employee contribution to the cost of the health insurance premium. For clarification, employees hired prior to January 1, 2006, that did not qualify for insurance will not gain insurance by joining classifications or

increasing hours within their classification. Employees must work forty (40) hours per week in one classification in order to qualify for insurance if hired after January 1, 2006.

The Employer will make quarterly deposits of the Board paid deductible for each calendar year on the first of each quarter for each employee receiving health insurance benefits. If an employee's medical needs exceed the quarterly Employer contribution, the Employer will make additional contributions to the HSA account, not to exceed \$2,000/\$4,000 in a calendar year, to meet those needs.

<u>Regular Hours Per Day</u>	<u>Coverage</u>
6 - 8 hour employees	Up to full family rates paid by the Employer
4 - less than 6 hour employees	Single subscription rates paid by the Employer

- 20.2 Any employee enrolled in the health care protection contained in Section 20.1 shall annually declare in writing those members in the family covered by health insurance. The employee shall, within one (1) month, file written changes in the family status with the Employer. Failure to do so will subject the employee to a charge back against payroll where the Employer is required to overpay premiums.
- 20.3 Those employees eligible for insurance in Section 20.1 who are already covered by health insurance through their spouse's health insurance may elect to take cash in lieu of health insurance that can be received as taxable cash or used toward non-taxable options, including tax-deferred annuities, up to Three Hundred Dollars (\$300.00) per month. Tax-deferred annuities may be available from existing Employer approved vendors: Lincoln National Life Insurance Company, Jackson National Life Insurance Company, Farm Bureau Life Insurance Company, AIG Valic, GLP & Associates, Mass Mutual, American General and MEA Financial Services. No additional vendors will be added without the consent of the Board and without five (5) employee participants and meeting IRS regulations.
- 20.4 It is understood that Holton Public Schools shall be responsible for insurance premiums only under the following conditions:
- (1) An employee must work ten (10) days in any given month, or
  - (2) An employee must be on paid leave of absence for at least ten (10) days in any given month (i.e., sick or vacation), or
  - (3) An employee is on FMLA leave.

If an employee does not meet one of the above conditions, such employee shall be responsible to see that his/her premiums are paid.

- 20.5 During an unpaid leave of absence the employee may pay the premiums for his/her insurance through the payroll office or must drop the insurance unless the employee is on FMLA leave.

20.6 National Health Program: In the event a National Health Program is enacted that would effect the benefits in this Agreement, or there is a change in the tax status of benefits that would adversely affect employees, the parties agree to meet to negotiate over the impact of such program on the benefit package contained in this Agreement.

20.7 Health, Dental, Vision, LTD, and Life insurance will be provided to all employees and their eligible dependents eligible for insurance under 20.1 who were hired and qualified for insurance before January 1, 2006, through the following plan, including Plan A for those who take health insurance and Plan B for those who do not take health insurance. After January 1, 2006, it will require forty (40) hours of employment per week to qualify for those employees not previously qualified for insurance.

Plan A:

Priority Health

\$2,000/\$4,000 deductible  
\$10/40 Rx Co-pay  
Co-pay Reimbursed by  
District after deductible is met  
Wellness Rider  
Chiropractic Rider

Hearing Aid Rider

Twenty additional visits for three Rehabilitative Services

Dependent Child Continuation Rider

Plan B:

no health coverage

MESSA LTD

- 66 2/3%; \$5,000
- 90 CDMF
- 2 years Own  
Occupation

MESSA Life-\$25,000 AD&D

MESSA VSP-2

MESSA Delta Dental

- 80/80/80 UCR

MESSA LTD

- 66 2/3%; \$5,000
- 90 CDMF
- 2 years Own

MESSA Life-\$25,000 AD&D

MESSA VSP-2

MESSA Delta Dental

- 80/80/80 UCR

20.8

Summer Insurance:

For those school year employees who purchase insurance over the summer period, the Board shall contribute ten percent (10%) of the cost of the insurance listed in 20.7.

## ARTICLE 21

### Bus Drivers

- 21.1 Drivers shall gas buses, clean the interior of buses, and do those things required by State and Federal Law as part of their regularly assigned responsibility. Drivers will be awarded .5 per day at regular rate to perform the responsibilities assigned and for inclement weather conditions.
- 21.2 Job posting will reflect driving time in tenths to which will be added .5 (or .6) per day as stated in paragraph 21.1. Posted times will be computed by the Employer.
- 21.3 Runs will be timed by the Employer. Where excessive stops or turn arounds or special education run considerations are necessary, the driver will notify the Employer for reconsideration. Upon driver request, the Employer will re-time his/her run within a mutually agreed upon time with the pay adjusted retroactive to the date the request was first made. No grievance may be filed prior to the above named procedure having been accomplished.
- 21.4 If a run is revised by the Employer or if requested by the driver assigned to the run, but not more than once each trimester, the run will be re-timed and the pay adjusted accordingly.
- 21.5 Not less than five (5) work days prior to the orientation day, all new bus runs will be posted in accordance with Article 11 of this Agreement. Special education runs will be posted using the current year's time (including a listing of all students and their addresses) for the run; however, if any run (special education or regular run) changes by one-half hour or more per day, the run will be reposted and all drivers will rebid their work. All bidding will be completed by noon on the day prior to the orientation day. Assignments will be announced on orientation day.
- 21.6 Drivers will be required to remain with their buses during a breakdown or accident. They will be paid their regular hourly driving rate for additional time spent and will be required to complete their run at the discretion of the Employer. In no case shall a driver involved in a breakdown or accident receive less than his/her normal daily compensation.
- 21.7 Drivers who are required to attend Driver's School will be paid at the layover rate for the actual hours in class. The Employer may provide a means of conveyance for the employee's transportation and the driver of the conveyance will receive the regular pay rate for the actual amount of driving time to the nearest tenth. If no means of conveyance is provided by the Employer, any driver providing his/her own transportation to the class shall be reimbursed at the current IRS mileage rate. The Employer will pay the registration fee for all drivers required to attend Driver's School.
- 21.8 For the purpose of this section, the term layover time shall be defined as all non-driving time, except as provided in Sections 21.6, 21.10, and 21.11. Any non-driving time of less than ten (10) minutes duration will not be compensated unless the driver is required to remain on the bus and will then be compensated at the regular rate.

21.9 Special Trips – Bus drivers will drive special trips, with student numbers of fourteen (14) or greater. Trips of thirteen (13) or less will be assigned at the discretion of the supervisor when needed. Special trip assignments will be made according to A through D below. Regular drivers cannot normally bid off their regular runs to take special trips. If a special trip assignment will place a driver into overtime hours, that driver is removed from the special trips assignment process until all drivers and substitute drivers have reached overtime status or no substitute drivers are available. If all drivers and substitute drivers are at overtime status, overtime will be assigned to regular drivers following the procedure outlined below.

- A. There shall be a special trip roster established with drivers listed in seniority order. Special trips will be offered in rotation beginning with the most senior driver. There shall be a minimum of two (2) hours driving time on all special trips.
- B. All special trips will be posted for a period of at least five (5) working days. The special trip posting will be removed on each Thursday morning at 9:00 AM and cannot be signed after removal. The posting shall state the approximate time duration of each special trip. Each driver who is interested in performing a special trip, with time duration in consideration, may sign his/her name for a particular special trip during the posting period. Except in cases of emergency and run conflicting trips, all special trips for the next work week will be assigned once per week on Thursday, beginning at 9:15 AM. Drivers must be present at the time of assignment to accept and be granted a special trip. Drivers absent on the assignment day due to illness, routing, or tripping, only, must confirm their availability, in writing or by telephone, for special trips to the Transportation office or the Union Steward, by 9:00 AM on the day of assignment or will be considered ineligible. Assignment of special trips during extended school breaks (i.e. Christmas recess, Spring break) will be assigned to eligible driver(s) at the trip meeting preceding the extended break period. Drivers arriving late will not be allowed to select trips unless the delay was job-related. If the school week ends prior to Thursday, the trip meeting will be held on the last workday of the week. Drivers will answer the posted special trip schedule by indicating "YES" or "NO". Drivers accepting a trip will be paid at the layover rate of pay for attending the meeting.
- C. When special trips are reassigned due to, but not limited to, cancellation, a driver may refuse the reassigned trip without prejudice. Upon refusal, the reassigned trip will be offered to the next most senior driver on the special trip roster. In the event that no driver whose name is on the special trip roster wishes to accept the special trip, it shall be offered, to any driver not listed on the roster. If no driver accepts the trip, the Employer may assign the lowest seniority driver on the special trip roster for the trip.
- D. When a special trip comes in less than seventy-two (72) hours prior to the trip date, the trip will be placed on the emergency trip board. Trips on the emergency board will be offered to the drivers on the special trip board starting with the most senior driver.

- 21.10 Bus drivers will be paid at their layover rate of pay up to 2.5 hours if the employee is assigned by the Employer to make and/or update maps and/or student lists.
- 21.11 Bus drivers will be paid at the layover rate for attending required meetings including, but not limited to, student discipline, bus repairs and route changes.
- 21.12 All drivers will be provided with a copy of the student handbook(s). School bus rules and regulations shall be printed in the handbook(s) with disciplinary action included. Drivers will work with the District to help achieve student compliance with the school bus rules and regulations.
- 21.13 If any special trip is delayed because of scheduling and a driver loses a regular run because of the special trip delay, the school will pay for the driver's lost time.
- 21.14 Bus drivers who drive summer special education shall be allowed to take days off during the summer session without pay. The Employer shall pay for the substitute driver on those days.
- 21.15 Drivers must comply with all Department of Transportation drug and alcohol testing and will be compensated for all time in connection therewith including drive time to and from the test site at the layover rate. Drivers may be offered use of an Employer vehicle to commute to and from the test site. At times, drivers may be transported by Employer personnel to and from the site. If an Employer vehicle is unavailable, the driver will be compensated for all mileage at the current IRS rate. Drivers must return to the transportation office immediately after completion of the test and turn in the test paperwork.
- 21.16 Drivers must be properly licensed and certified at all times while driving for the district.

## **ARTICLE 22**

### **Subcontracting**

- 22.1 Nothing herein contained shall preclude the Employer from contracting or subcontracting that work which in its opinion it does not have the manpower, equipment or facilities to perform or which in its judgment it cannot economically and/or practically perform with the existing work force; providing that no bargaining unit employee shall suffer loss of regular pay or normal overtime as direct result of work being performed by an outside contractor.
- 22.2 Non-bargaining unit employees shall not be permitted to perform bargaining unit work except in an expediency arising out of an unforeseen circumstance which calls for immediate action, in the instruction or training of employees, demonstrating the proper method to accomplish a task assigned. Bargaining unit work performed by confidential employees shall be exempted from those provisions as herein provided.

## **ARTICLE 23**

### **Maintenance of Standards**

- 23.1 All hours, wages, and working conditions not abridged or modified by this Agreement shall remain in full force and effect.

## **ARTICLE 24**

### **Separability**

- 24.1 In the event that any of the provisions of the Agreement shall be determined to be contrary to law, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.
- 24.2 It is further agreed that in the event such provisions are determined to be contrary to law, this Agreement shall be reopened for the express purpose of renegotiating the invalidated or unenforceable provisions.

## **ARTICLE 25**

### **Employee Discipline**

- 25.1 Employees with seniority shall be discharged or disciplined only for just cause.
- 25.2 The Employer reserves the right to make, enforce, and amend reasonable rules and regulations, not in violation of this Agreement, for promoting efficiency and safe procedures.

## **ARTICLE 26**

### **No Strike Clause**

- 26.1 The Association, its officers, and its members, individually and collectively, agree that neither it nor they will cause, permit or take part in any sit-down, stay-in or slow-down, or any curtailment of work, or restriction of service, or interference with education of the children. The Association, its officers, and its members will not cause or permit its member to cause, nor will any member of the Association take part in any strike or stoppage of any of the Employer's operations.

ARTICLE 27

DURATION OF AGREEMENT

27.1 This Agreement shall be effective as of July 1, 2009, and shall remain in effect until the 30th day of June, 2012.

In witness whereof the parties hereto have caused this Agreement to be signed by their representatives on this 14<sup>th</sup> day of March, 2011.

ASSOCIATION

BOARD

By Donise Boyings  
President

By Jerry Brookhouse  
President

By Graig R. Compeau  
Secretary

By Brian D. Byrnes  
Secretary

By Kerry J. Witte

By W. B. ...

By Kenda Christensen

By Dani ...

By \_\_\_\_\_

By M. ...

By \_\_\_\_\_

By Jeanne Wolfong

By \_\_\_\_\_

By Michael J. Slowik



WAGE SCHEDULE

1%

1.5%

CLASSIFICATIONS	2009-2010	2010-2011	2011-2012
<b>Instructional Assistants/RTC Paraprofessional</b>			
First 90 work days	\$8.28	\$8.36	\$8.49
After 90 days - 1 year	\$8.53	\$8.62	\$8.75
Beginning 2nd year - 6 years	\$9.17	\$9.26	\$9.40
Beginning 7th year - 10 years	\$9.80	\$9.90	\$10.05
Beginning 11th year	\$11.23	\$11.34	\$11.51
<b>CDA Assistants</b>			
First 90 work days	\$9.10	\$9.19	\$9.33
After 90 days - 1 year	\$9.38	\$9.47	\$9.61
Beginning 2nd year - 6 years	\$10.09	\$10.19	\$10.34
Beginning 7th year - 10 years	\$10.79	\$10.90	\$11.06
Beginning 11th year	\$12.35	\$12.47	\$12.66
<b>Library Paraprofessional</b>			
First 90 work days	\$9.27	\$9.36	\$9.50
After 90 days - 1 year	\$9.46	\$9.55	\$9.69
Beginning 2nd year - 6 years	\$10.51	\$10.62	\$10.78
Beginning 7th year - 10 years	\$11.04	\$11.15	\$11.32
Beginning 11th year	\$11.56	\$11.68	\$11.86
<b>Clerical</b>			
First 90 work days	\$9.33	\$9.42	\$9.56
After 90 days - 1 year	\$9.87	\$9.97	\$10.12
Beginning 2nd year - 6 years	\$10.78	\$10.89	\$11.05
Beginning 7th year - 10 years	\$11.71	\$11.83	\$12.01
Beginning 11th year	\$13.09	\$13.22	\$13.42
<b>Mechanic</b>			
First 90 work days	\$14.69	\$14.84	\$15.06
After 90 days - 1 year	\$14.75	\$14.90	\$15.12
Beginning 2nd year - 6 years	\$15.55	\$15.71	\$15.95
Beginning 7th year - 10 years	\$16.42	\$16.58	\$16.83
Beginning 11th year	\$17.25	\$17.42	\$17.68
<b>Bus Aide</b>			
First 90 work days	\$9.24	\$9.33	\$9.47
After 90 days - 1 year	\$9.52	\$9.62	\$9.76
Beginning 2nd year - 6 years	\$10.24	\$10.34	\$10.50
Beginning 7th year - 10 years	\$10.96	\$11.07	\$11.24
Beginning 11th year	\$11.51	\$11.63	\$11.80

<b>Bus Drivers</b>			
First 90 work days	\$12.48	\$12.48	\$12.48
After 90 days - 1 year	\$13.23	\$13.23	\$13.23
After 1 year	\$14.06	\$14.06	\$14.06
Layover rate	\$9.24	\$9.24	\$9.24
<b>Custodial Maintenance</b>			
First 90 work days	\$10.39	\$10.39	\$10.39
After 90 days - 1 year	\$10.70	\$10.70	\$10.70
Beginning 2nd year - 6 years	\$11.94	\$11.94	\$11.94
Beginning 7th year - 10 years	\$12.96	\$12.96	\$12.96
Beginning 11th year	\$14.56	\$14.56	\$14.56
<b>Food Service</b>			
First 90 work days	\$8.28	\$8.28	\$8.28
After 90 days - 1 year	\$8.53	\$8.53	\$8.53
Beginning 2nd year - 6 years	\$9.17	\$9.17	\$9.17
Beginning 7th year - 10 years	\$9.80	\$9.80	\$9.80
Beginning 11th year	\$11.23	\$11.23	\$11.23

The 2010-2011 increase will begin the effective date of the HESPA ratification (3/10/11). The exception is that those employees retiring in 2010-2011 will receive the increase fully retroactive to the beginning of the school year upon notification to the superintendent as long as the notification is given no later than May 1, 2011.

## **APPENDIX A continued**

A.2 Movement from one wage step to the next wage step shall occur on the employee's anniversary of date of hire, except for movement from the probationary step which shall occur after the ninetieth (90<sup>th</sup>) work day.

A.3 Longevity for all employees shall be paid at the following additional rate per hour:

Beginning 12 <sup>th</sup> year	35¢ on base
Beginning 17 <sup>th</sup> year	25¢ on base
Beginning 25 <sup>th</sup> year	25¢ on base

A.4 Each bus driver, food service, instructional assistant and secretary shall receive a bonus of one day's pay for each consecutive thirty-seven (37) scheduled days worked. Such bonus shall be paid in the last paycheck of the month of June. In order to be eligible for the bonus payment, he/she must have been employed at the beginning of the school year. The thirty-seven (37) day rule will be in effect for the 2010-2011 school year but will be removed for the 2011-2012 school year.