

Master Agreement

Between the

Carson City-Crystal Educational Support  
Personnel Association-MEA/NEA

and the

Carson City-Crystal Area Schools  
Board of Education

July 1, 2005-June 30,2009

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Article 1  
Agreement

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2006, by and between the Carson City-Crystal Area Schools Board of Education, hereinafter called the "Board" or the "Administration" and the Carson City-Crystal Educational Support Personnel Association-MEA/NEA, hereinafter called the "Association."

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

Article 2  
Recognition

The Carson City-Crystal Area Schools Board of Education hereby recognized the Carson City--Crystal Educational Support Personnel Association-MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et. seq. (PERA), for all full-time and regular part-time Custodial, Maintenance, Food Service, Transportation, Administrative Assistant and Paraprofessional employees. Excluded are supervisors (including supervisors who perform bargaining unit work or who are also employed part-time in a bargaining unit position), Superintendent's secretaries, finance coordinators, accounts payable clerks, substitutes, central office staff and all other employees.

Article 3  
Board Rights

- A. Except as modified by the specific terms of this Agreement, the Board retains all rights and powers to manage the school district and to direct its employees. The Association recognizes these management rights as conferred by the laws and Constitution of the State of Michigan and as inherent in the rights and responsibilities to manage the school district. For purposes of illustration only such rights include:
1. The right to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
  2. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, assign work or duties to employees, determine the size of the work force and to layoff employees.
  3. Continue its rights, policies and practices of assignment and direction of its personnel, determine shifts, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
  4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of providing its services, methods, schedules, and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
  5. The right to hire all employees and, subject to the provisions of law, determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees.

6. Subject to applicable law, the Board may:
    - a. Adopt rules and regulations.
    - b. 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, building or other facilities.
    - c. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
  7. Notwithstanding anything contained in this Agreement, it is understood and agreed that the Board shall have the right to take whatever steps may be necessary in order to comply with and satisfy its obligations.
  8. The exercise of the foregoing powers, rights and authority by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, including sexual harassment policies, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- B. When used in this Agreement, the term "Board" shall include the Board of Education and its administrative employees.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

#### Article 4 Association Rights

- A. The Association shall have permission to use school buildings and facilities at reasonable hours for meetings, in accordance with existing Board policy. Typewriters, duplicating equipment and other established media of communication shall be made available to employees for their reasonable use. The Association shall reimburse the Board for expenses related to use of paper and long distances charges.
- B. Duly authorized representatives of the Association shall have the right to transact official Association business on school property with the permission of the principal of the building, provided that this shall not interfere with or interrupt normal school operation. No Association, Board, or administrative positions on matters relating to supervisor-employee or Board Association relationship shall be discussed in the hearing of the students by the Board, Board members or employee during the school day.
- C. Upon reasonable request from the Association President or designee, the Board agrees to furnish to the Association public information pertaining to construction programs and new tax programs. The Association shall be given the opportunity to advise the Board with respect to said matters prior to the making of final decisions. The Association recognizes that original records will be examined in the confines of the school office and further recognizes that all decisions by the Board will be final.

- D. 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. Said notices shall be of the following types:
1. Notices of recreational and social events
  2. Notices of elections.
  3. Notices of results of elections
  4. Notices of meetings
- E. The Association shall have use of the internal delivery system of the Board, without cost, and the Board shall provide mailboxes for all employees.
- F. At the beginning of every school year, the Association shall be credited with eighty (80) hours of leave allowance, to be used by employees who are officers or representatives of the Association, for Association business. The Association agrees to notify the Superintendent no less than forty-eight (48) hours in advance of the date for the intended use of said leave, unless in an emergency. The Association will reimburse the Board for the cost of a substitute, if hired, and the cost of the affected employees' FICA and retirement.

Article 5  
Association Dues/Fees and Payroll Deductions

A. Association Membership or Service Fee Payer

Each employee shall, as a condition of employment, either:

1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association; or
2.
  - a. Pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The employee may authorize payroll deduction for such fee.
  - b. In the event that the employee shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the employee's wages and remit same to the Association.
  - c. If the Association requests said Service Fee deduction pursuant to b. above, said request shall be made after the Association has notified the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.

- d. The Board, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the Service Fee to the Association or authorized payroll deduction for same.
- e. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected employee. Monies so deducted shall be remitted to the Association, or its designee, no later than ten (10) days following deduction.

B. Objections Policy

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 employees. To the extent permitted by law, the remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof consistent with state or federal law, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement or any other administrative or judicial procedure.

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 employee objections to Association fees and/or expenditures, together with a copy of all materials annually distributed by the Association to bargaining unit members who choose not to join the Association and/or object to representation service fees.

C. Dues Deductions

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct such dues, assessments and contributions from the first twenty (20) pay checks of the bargaining unit member beginning in September and ending in June of each year. Monies so deducted shall be remitted to the Association, or its designee, no later than ten (10) days following deduction.

D. Payroll Deductions

In compliance with applicable law and with appropriate written authorization from an employee, the Board shall deduct from the wages of any such employee and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not fully Board-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-Fund for Children and Public Education contributions or any other plans or programs jointly approved by the Association and the Board.

E. Dues/Fees Certification

The Association will certify at least annually to the Board, and at least ten (10) days prior to the date of the first payroll deduction for Association dues and/or service fees, the amount of said dues and/or fees to be deducted. Said dues and/or fees shall include only those amounts permitted by this Agreement and by law.

F. Political Action Contributions

Nothing in this Article shall be interpreted or applied to require involuntary or passive deduction of employee contributions for political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative annual written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.

G. Save Harmless Clause

In the event of legal action against the District, the Board of Education, individual School Board members or its employees and agents, brought in a court or administrative agency because of compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires,
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available, and
3. The Association shall have the authority to compromise and settle any claims which it defends under this section, provided the Board does not incur any expense, liability or responsibility thereby and no obligation is imposed upon the Board by the terms of any such compromise or settlement.

The Association agrees that in any action so defended, it will hold the Board of Education, the District, individual School Board members and its employees and agents harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of compliance with this Article. 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.

Article 6  
Employee Rights, Protections and Responsibilities

- A. Unless a bona fide occupational qualification (BFOQ) exists, the provisions of this Agreement and wages, hours, terms and conditions of employment shall be applied without regard to gender, race, creed, religion, color, national origin, age, marital status, residency, disability, or membership in or association with the activities of any recognized employee organization.
- B. A non-probationary employee shall not be disciplined or reprimanded without just cause. All information forming the basis for disciplinary action (place, approximate date and time, and circumstances) will be made available to the employee and Association. The name of the complainant(s) will also be given if needed to defend against the allegation(s) the disciplinary action is based upon.

- C. An employee shall at all times be entitled to have a representative of the Association present when he/she is being reprimanded, warned, or disciplined for any infraction or delinquency in performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representation is present, provided there is no delay of more than twenty-four (24) hours.
- D. An employee shall have the right to review the contents of all his/her personnel files and records that originated after his/her initial employment, excluding initial references and materials exempt by law, and have a representative of the Association accompany him/her in such review. An appointment shall be made to review a personnel file, and the Superintendent or his/her designee shall be present during the review. When material is to be placed in an employee's file, if it involves a disciplinary action or could be used as a basis for a disciplinary action or is evaluative of nature, the affected employee shall review and sign said material. Said 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.
- E. Any case of assault upon an employee and/or an employee's property shall be promptly reported to the Administration. The Board shall promptly render assistance to the employee, when possible, to prevent injury and loss of property.

Article 7  
Grievance Procedure

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- B. The term "days" as used herein shall mean days in which school is in session during the academic year and days that the school district's business office is open during the summer months between academic years.
- C. A written grievance as required herein 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 subsection 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.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

D. Level One

An employee alleging a violation of the express provisions of this Agreement shall within fifteen (15) days of its alleged occurrence submit the grievance on the proper form, as found in Appendix B, and orally discuss the grievance with his/her supervisor in an attempt to resolve same. Said discussion shall occur within ten (10) days of the submission of the grievance.

If no resolution is obtained within three (3) days of the discussion, the employee shall proceed within seven (7) days of said discussion to Level Two.

E. Level Two

A copy of the written grievance shall be filed with the Superintendent, or designee, with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent, or designee, shall arrange a meeting with the grievant and/or the designated Association Representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent, or designee, shall render a decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, and the supervisor. A copy of it shall be placed in a permanent file in the Superintendent's office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within five (5) days of the date the decision was rendered or, if no decision was rendered, within five (5) days of the date the decision was due, appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the Board of Education's Secretary or its designated agent.

F. Level Three

Upon proper application as specified in Level Two, the Board shall within thirty (30) days of application allow the employee or the Association Representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings thereon or otherwise investigate the grievance provided, however, that in no event, except with express written consent of the Association, shall the Board make final determination of the grievance more than one (1) month after the hearing. The Board may, at its discretion, designate a committee of its members to fulfill its obligation at Level Three. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the supervisor, the grievant, and the Association Secretary.

G. Level Four

1. An individual employee shall not have the right to process a grievance at Level Four.
2. If the Association is not satisfied with the disposition of the grievance at Level Three, it may refer the matter to binding arbitration by providing the Board with written notification of its desire to go to binding arbitration. The written notification must be provided to the Board within ten (10) days after the decision of the Board. If the parties cannot agree on an arbitrator within ten (10) days after the Association's written notification to the Board and the Association still desires to refer the matter to binding arbitration, the Association shall file a Demand for Arbitration with the American Arbitration Association. The Demand for Arbitration must be filed within twenty (20) days of the aforementioned written notification by the Association to the Board. The arbitrator shall then be selected in accordance with the rules of the American Arbitration Association, which shall likewise govern the arbitration proceedings.
3. Neither party may introduce new evidence or raise a new defense or ground at Level Four not previously raised or disclosed.

4. The following are excluded from binding arbitration:
  - a. The termination of services or failure to re-employ a probationary employee;
  - b. A job evaluation; and
  - c. Any matter dealing with negotiations.
  
- H. Powers of the arbitrator are subject to the following limitations:
  1. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  2. He/She shall have no power to change any practice, policy or rule of the Board or substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
  3. He/She shall have no power to decide any question which, under this Agreement, is within the responsibility of the Employer to decide.
  4. He/She shall not hear any grievance previously barred from the scope of the grievance procedure.
  5. He/She may not consider more than one (1) grievance at the same time except upon expressed written mutual consent of the parties.
  6. Where no wage loss has been caused by the action of the Board that is the basis of the grievance, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
  7. An arbitration award or grievance settlement will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.
  8. He/She shall have no power to modify disciplinary action taken by the Board when just cause is found, except when the disciplinary action is discharge of a non-probationary employee.
  
- I. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expenses of witnesses called by the other.
  
- J. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the time limits specified, or leave the employment of the Board, except by a claim involving a remedy directly benefiting the grievant regardless of his/her employment, all further proceedings on a previously instituted grievance shall be barred.
  
- K. The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without his/her or their express approval in writing thereon.
  
- L. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or participating Association Representative is to be at his/her assigned duties except as authorized by the Superintendent or his/her designee.

- M. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- N. Notwithstanding the expiration of this Agreement, any claim or grievance based upon a violation that occurred before the expiration of this Agreement may be processed through the grievance procedure until resolution.

Article 8  
School Closure/Dismissal

Whenever schools are closed due to severe weather or other emergencies not within control of the Board, and school year employees are notified not to report, those employees will receive their regular rate of pay for the first two (2) days the District is not required to make up to receive State aid payments. If the District is required to make up the day no pay will be issued for the days. An employee may be directed to report to work by his/her supervisor.

Article 9  
Negotiations Procedure

- A. Neither party in any negotiations shall have control over the selection of the negotiators 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. Both parties agree to submit the final Agreement for ratification to their appropriate governing bodies. After ratification by both parties, their representatives shall affix their signatures to the ratified Agreement within a reasonable time after ratification.
- B. There shall be four (4) signed copies of the Agreement for purposes of record. The Board shall retain one (1) copy, the Superintendent shall retain one (1) copy, and the Association shall retain two (2) copies.

Article 10  
Work Year, Workweek and Workday

- A. The work year for employees shall be defined by the position and determined by the Administration. An employee will be notified at least ten (10) workdays prior to a schedule change.
  - 1. A full year employee is an employee who works fifty-two (52) weeks per year. Except as interrupted by; vacation, holidays, paid or unpaid leave or any other approved time off.
  - 2. A non-full year employee is an employee who works less than fifty-two (52) weeks per year.
- B. The full workweek shall be five (5) consecutive days, except as may be interrupted by a paid holiday, paid or unpaid leave, or other breaks pursuant to this Agreement.
- C. The workday for the following categories shall be:
  - 1. Operation and Maintenance: Eight and one-half (8 ½) hours, including one-half (1/2) hour unpaid lunch period.

2. Food Service: An employee shall be notified of the schedule at least ten (10) workdays prior to a schedule change.
  3. Transportation:
    - a. Bus Driver: As per scheduled run(s).
    - b. Mechanic: Nine (9) hours, including one (1) hour unpaid lunch.
  4. Administrative Assistant: An employee shall be notified of the schedule at least ten (10) workdays prior to a schedule change.
  5. Paraprofessional: An employee shall be notified of the schedule at least ten (10) workdays prior to a schedule change.
- D. No employee's hours shall be reduced for the sole reason of increasing another employee's hours.
- E. All provided lunch periods should be scheduled approximately mid-shift.
- F. A minimum of two (2) hours shall be credited to an employee called in for an emergency required to deal with the emergency situation and not with other duties. If the emergency time credited is beyond the eight (8) hours already worked in a day, or occurs on a Saturday, Sunday, or holiday, overtime shall be paid in accordance with the provisions of Section I. below.
- G. An employee shall be informed in advance if he/she is to attend an in-service or workshop. If required to attend, the employee shall be paid his/her regular rate of pay for the hours of the in-service or workshop. A bus driver shall be paid at the training rate found in Appendix A.
- H. Each employee shall be granted one (1), fifteen (15) minute paid break period for each four (4) hours worked. The specific scheduling of the break period(s) shall be done by mutual agreement of the employee and the supervisor.
- I.
1. Overtime/Extra time shall first be offered to the most senior employee within the building and department where the overtime/extra time is needed. If the most senior employee refuses the overtime/extra time, then the work will be offered to the next most senior employee and so on until the overtime/extra time rotation list, comprised of all employees wishing overtime/extra time in order of seniority has been completed. The supervisor shall move to the next place on the overtime/extra time rotation list when new overtime/extra time is available. If no employee voluntarily accepts the overtime/extra time, the least senior employee shall be assigned the work. This subsection shall be limited to food service employees, operation & maintenance employees, and paraprofessionals when non-specialized paraprofessional employees are needed.
  2. Overtime shall be compensated at the rate of time and one-half (1- ½) of the regular hourly pay for all hours over forty (40) hours worked in a week.
  3. All time worked on Sunday, unless Sunday is part of the employees regular schedule, and holidays shall be compensated at two (2) times the employee's regular hourly pay for all hours worked. If an employee is scheduled for the Sunday through Thursday shift and works on Saturday, the time on Saturday shall be paid at two (2) times the employee's regular hourly pay for all hours worked.

4. An employee may elect compensatory time off in lieu of receiving overtime/extra time pay with supervisory approval. The compensatory time shall be earned at a rate of one and one-half (1 1/2) hours or two (2) hours for each hour of overtime worked in accordance with the provisions of 2. above or straight time for all extra time worked. Compensatory time shall be taken within two (2) pay periods of its accrual. If the compensatory time off is not taken within this time period, appropriate payment for the overtime/extra time shall be provided.
5. For the purposes of meeting the hours worked in a week requirement for receiving overtime/extra time pay, an employee who received holiday pay shall be considered to be at work for the time being paid.

Article 11  
General Working Conditions

- A. The Board shall provide without cost to the employee the following:
  1. Approved first aid kits and materials in all work areas, gloves, and appropriate training in the handling of blood, blood products and other bodily products.
  2. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hard-hats, and auditory protection devices.
  3. Safety shoes and glasses where applicable.
- B. An employee shall be reimbursed at the current IRS mileage rate for use of his/her personal vehicle if required to travel between work sites. At no time shall an employee be required to use his/her personal vehicle for the transportation of students or school supplies.
- C. An employee shall be compensated at his/her regular hourly rate for attending a mandatory meeting. A bus driver shall be paid at the training rate found in Appendix A.
- D. One (1) primary supervisor shall be identified for each employee.
- E. An employee required to perform diapering or other hygienically or medically related in Appendix A.
- F. Transportation employees required to assist physically disabled students shall receive a per run stipend as found in appendix A.

Article 12  
Conditions of Employment

- A. In addition to those working conditions outlined in Article 11, the following shall apply to all transportation employees:
  1. Runs
    - a. All drivers shall continue to hold their run(s) from year to year with no change except as provided in c. below unless there has been or will be a significant change in runs due to demographic or geographic changes within the school district. In such event, there shall be a bid meeting with at least seven (7) calendar days' notice to drivers at which time all runs shall be posted in accordance with c. below and runs awarded to drivers on the basis of seniority.

- b. If a new run or vacancy in a current run becomes available, it shall be posted in accordance with the posting procedure in Article 14 and awarded to the most senior driver applicant. The posting shall include the length, number of stops and estimated time of the run.
  - c. All runs available during the summer period shall be posted in accordance with the posting procedure in Article 14 and awarded to the most senior driver applicant.
  - d. "Down time" means that the driver is waiting to complete the transportation of students.
2. Extra/Sports Trips
- a. An extra or sports trip is defined as any transportation of students other than a regular run.
  - b. Extra/sports trips shall be posted, along with the projected length of the trip. Trips shall be awarded to interested drivers who bid on the trip starting with the most senior driver and using a rotation system.
  - c. If no driver willingly accepts an extra/sports trip, and there is no substitute driver available for such a trip, the least senior driver may be required to take the trip.
  - d. Extra/sports trips leaving during regular driving time shall be available to drivers who have regularly scheduled runs. A driver shall be paid his/her regular run rate for any scheduled run(s) missed in addition to the extra/sports trip in its entirety.
3. Substitutes/Temporary Run Vacancies
- If there is a temporary vacancy for fifteen (15) or more consecutive days in the driving schedule due to the illness or absence of another driver, after the fifteenth day such temporary run shall be offered to a driver, on the basis of seniority, who can accommodate it in his/her regular driving schedule.
4. Licensing/Training
- a. The Board shall pay for all required licensure, testing and physical examination, as may be requested for full licensure. However, a bus driver shall reimburse the Board for the payments made by the Board if the driver does not remain in the employ of the Board for the length of the licensure period. Said reimbursement shall be prorated to the time not worked. The Board shall have the right to obtain reimbursement through payroll deduction.
  - b. The Board shall identify a physician for conducting such physical.
5. Meals/Lodging Reimbursement
- a. The Board shall reimburse a driver for all meal costs up to a maximum of five dollars (\$5) for breakfast, ten dollars (\$10) for lunch and fifteen dollars (\$15) for dinner while on a field trip. A receipt is required.

- b. The Board shall reimburse a driver for the cost of a motel room if a field trip involves an overnight stay. A receipt is required. A driver shall not be required to share a room.
  - 6. A driver, who reports to work and upon arrival finds that school has been canceled, shall be paid for one (1) regular run as if school had not been canceled that day.
  - 7. The Board shall pay for the cost of cleaning the uniforms of each-mechanic employee. The board shall also reimburse the employee for one (1) pair of work boots-per year with a maximum reimbursement of \$100.00 (one hundred dollars).
  - 8. Each bus driver shall be supplied a new winter jacket every third (3<sup>rd</sup>) school year. After consultation with the bus drivers, the Superintendent shall make the decision as to which jacket shall be purchased. A driver shall be required to wear the jacket while on duty during the winter months as is appropriate.
- B. In addition to those working conditions outlined in Article 11, the following shall apply to all food service employees:
- 1. All summer work (e.g.: ordering, organizing, etc.) shall be offered to the cook at the school where the work is needed and additional help shall be offered in seniority order to the cook helpers at the same school. In the event, no employee at the specific school is able to perform the necessary work, the work shall be offered to others in the district on the basis of seniority.
  - 2. The Board shall provide each employee three (3) aprons per year.
  - 3. Kitchen work generated by groups who use school facilities shall be handled in accordance with the posting and overtime/extra time provisions of this Agreement.
  - 4. Additional hours beyond the currently scheduled hours will be offered first to qualified employees on a seniority basis.
- C.
- 1. The Board shall pay for all required licensure, testing and physical examination, as may be requested for full licensure or certification of any operation and maintenance employee.
  - 2. The Board shall pay for the cost of cleaning the uniforms of District grounds and District maintenance employees. The board shall also reimburse the employee for one (1) pair of work boots per year with a maximum reimbursement of \$100.00 (one hundred dollars).
- D. Any employee assigned responsibility for calling substitutes shall be paid a minimum of one (1) hour at the employee's overtime rate of pay. The Board shall reimburse all telephone expenses, if calls are made from the employee's home.
- E. The Board shall provide CPR training to any employee who is required to be certified in CPR as a condition of employment. The Board shall pay for any incurred expenses including, but not limited to, registration fees/tuition and books. In addition, if the training is conducted offsite, round trip mileage from the employee's work site or home, whichever is closer, shall be paid at the current IRS rate.

- F. The Board shall pay for any TB test required of an employee in conjunction with his/her employment by the Board.

Article 13  
Seniority

- A. A new employee hired in the unit shall be considered a probationary employee for the first sixty (60) days of his/her employment that are actually worked. Upon completion of the probationary period, he/she shall be entered on the seniority list from the most recent first day of reporting for work. Time spent working as a substitute shall not count towards fulfilling the probationary period.
- B. There shall be no seniority among probationary employees. A probationary employee may be discharged, disciplined, transferred, or laid off with or without cause or notice and without recourse to the Grievance Procedure.
- C. Seniority shall be on a departmental basis, in accordance with the most recent first day of reporting for work in that Department. "Job Categories" are specific positions. Departments and job categories included therein are as follows:
  - 1. Paraprofessional
  - 2. Administrative Assistant
  - 3. Transportation
    - a. Bus Mechanic
    - b. Bus Driver
  - 4. Operation and Maintenance
    - a. Custodian
    - b. Maintenance
  - 5. Food Service
    - a. Cook
    - b. Cook Helper
- E. The seniority list will show job categories and total years of seniority in the bargaining unit. If two (2) or more employees have the same first day of reporting for work, the last four (4) digits of their Social Security Number shall be used to determine the order of seniority. The lowest number shall be placed first on the seniority list.
- F. An employee shall lose his/her seniority and employment shall be terminated for the following reasons only:
  - 1. He/She quits.
  - 2. He/She is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
  - 3. He/She does not return to work when recalled from layoff as set forth in the recall procedure.
  - 4. He/She does not return to work from sick leave as set forth in the sick leave procedure.

5. He/She is absent for three (3) consecutive working days without notifying the Employer.  
In proper cases, exceptions may be made. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated.
  6. He/She is laid off for two (2) years or the length of the employee's seniority whichever is less.
- G. If an employee accepts an administrative position within the District, regardless of the number of hours of said administrative position, his/her seniority shall be frozen.

Article 14  
Vacancies, Transfers and Promotions

- A. A vacancy shall be defined as a newly created position or a present position that is not filled due to the resignation, retirement or transfer of the employee.
- B. During the school year, all vacancies shall be posted in a conspicuous place in each building of the district, and on the districts website, for a period of seven (7) calendar days. Said posting shall contain the following information:
  1. Job Category
  2. Location of work
  3. Starting date
  4. Rate of pay
  5. Hours to be worked
  6. Department
  7. Minimum requirements as reflected in the job description

The Administration shall notify an employee of vacancies occurring during the summer months-June, July, August-by sending notice of same to the employee by U.S. mail, if the employee so requests. The employee is responsible for supplying self-addressed, stamped envelopes to the Central Office.

- C. Interested employees, regardless of department/category, may apply in writing to the Superintendent, or his/her designee, within the seven (7) day posting period.
- D. In filling vacancies, the Board agrees to give due weight to the background and attainments of all applicants, the length of time employed by the District and other relevant factors. An attempt will be made to fill positions from within the current staff before any external posting.
- E. If there are internal applicants for a position, the Administration shall make known its decision as to which applicant, if any, has been selected to fill the position within ten (10) workdays after the expiration of the posting period. Each applicant shall be so notified in writing with a copy provided to the Association.
- F. Any employee who substitutes in a higher paying position within the bargaining unit will be paid on the same seniority step at the higher position rate of pay. An employee temporarily transferred for the employer's convenience to a lower job category will continue to be paid at his/her normal rate of pay.
- G. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.

Article 15  
Layoff and Recall

- A. When layoffs are necessary due to economic necessity or other condition, as defined by the Board in its discretion, layoffs will be made on a department basis. Probationary employees in the department in which the reduction in staff occurs shall be laid off first.
- B. In the event additional personnel must be laid off, layoffs within a department shall be based on seniority of employees within the department. However, a more senior employee may be laid off while a less senior employee is retained if the more senior employee is not qualified to perform the duties of the position(s) held by the less senior employee. The Superintendent shall determine "Qualified".
  - 1. Qualification will be based partly on qualifications in the job descriptions and other factors (ex. may include but are not limited to; evaluations, discipline, etc.) the Superintendent deems important. If a less senior employee is retained the Superintendent will outline the reason in writing to the Association President.
- C. An employee who is laid off from a department may claim the job of an employee in another department provided the employee previously held a position in that department and has the ability to perform the job. A laid off employee shall not be entitled to exercise such "bumping" rights unless he/she is currently qualified for the position.
- D. An employee who is to be laid off shall be notified at least thirty (30) calendar days in advance except in cases where the need to layoff was unanticipated or unforeseen.
- E. When the work force is increased after a layoff, an employee shall be entitled to be recalled on the basis of seniority to the department in which the employee was employed at the time of layoff. The employee shall be entitled to fill a vacancy in another department in which the employee was previously employed, provided the laid off employee has the qualifications to perform the available work.
- F. Notice of recall shall be sent to the employee at his/her last known address by certified mail, return receipt requested. It shall be the responsibility of a laid off employee to keep the school informed of his/her current address.
- G. If an employee fails to notify the Superintendent's office of his/her intent to return to work within ten (10) calendar days after a certified, return receipt requested, recall notice is received, it will conclusively constitute the employee's resignation. If the recall notice is not received because the employee has failed to provide the Superintendent's office with his/her current address, the aforementioned ten (10) calendar day time limit shall begin from the time the recall notice is mailed, rather than the date the recall notice is received.
- H. If an employee notifies the Superintendent's office of his/her intent to accept recall and then fails to report to work, except in cases of illness or emergency, on the first day for that position, that also shall be conclusively construed as the employee's resignation.

Article 16  
Paid Leave

- A. A non-probationary employee will be entitled to twelve (12) sick days per year. Sick days for a new employee will be earned at a rate of one (1) per month from the first day of reporting for work. A probationary employee may not use sick days. Sick days may accumulate to one hundred (100) days. Any accumulated days in excess of the maximum one hundred (100) days will be paid for at a rate from the following schedule at the beginning of each year:
1. Eight (8) hour/fifty-two (52) week employees at fifteen dollars (\$15.00) per day.
  2. Five (5) to eight (8) hour employees at ten dollars (\$10.00) per day
  3. Less than five (5) hour employees at seven dollars and fifty cents (\$7.50) per day.
- B. A non-probationary employee who has no accumulated sick leave shall have six (6) days of sick leave allowance credited to him/her on the first day he/she works at the beginning of each fiscal year and will earn the remaining six (6) days of sick leave on the basis of one (1) day for each month or portion of month worked during the first six (6) months of the fiscal year.
- C. A return-to-work note will be required if:
1. A doctor's treatment was required;
  2. The absence was caused by a work-related injury; or
  3. The employee misses five (5) or more consecutive days of work for personal illness.
- D. A return-to-work note may be required if the employee misses less than five (5) consecutive days of work for personal illness.
- E. An employee may use accumulated sick days for the following reasons:
1. Personal illness including disabilities caused by pregnancy, childbirth, abortion or miscarriage.
  2. Serious illness, injury or hospitalization of a member of the employee's family that necessitates the employee's absence from school. Family shall be defined as spouse, child, grandchild, parent, brother, sister, grandparent, mother-in-law, father-in-law or person who stands in the stead of one of the preceding.
  3. Deaths and funerals in the family. Up to five (5) days of paid leave can be used because of death and funeral in the immediate family (per death). Immediate family shall be defined as spouse, child, grandchild, parent, brother, sister, grandparent, mother-in-law, father-in-law or person who the employee and Superintendent agree stands in the stead of one of the preceding. The Superintendent may authorize additional paid or unpaid days.
  4. Funerals of friends and relatives who are not members of the immediate family. One (1) day of paid leave, per death, may be used to attend the funeral of a close friend or relative who is not a member of the immediate family. If more than one (1) day is required, the employee may use vacation days, personal days or unpaid leave.

5. Personal business. Two (2) sick days may be used as paid leave days for personal business purposes. These will be deducted from the sick leave days. These business days shall be used only under the following conditions:
  - a. In situations of urgency for the purpose of conducting personal business which is impossible to transact on the weekend, after school hours or during vacation periods.
  - b. An employee desiring to use a business leave day shall submit his/her request on an application form available from his/her supervisor at least five (5) working days in advance of the anticipated absence, except that in cases of emergency, the employee shall apply as soon as possible. The application form must be returned to the supervisor.
  - c. No more than two (2) employees from any department will be allowed to take personal leave at the same time while school is in session. If more than two (2) employees request the same personal leave time, requests will be approved on a first-come-first-served basis.
- F. Exceptions may be granted in special cases if advance arrangements are made with the supervisor and approved by the Superintendent.
- G. If possible, an employee shall call in sick to the supervisor at least one (1) hour prior to the designated starting time. Unless incapacitated, failure to notify the supervisor of absence could result in disciplinary action, up to and including dismissal.
- H. An employee called for jury duty or subpoenaed as a witness in a court case, in which the employee is not a party, shall be paid the difference between the amount provided for jury duty or witness fee and the employee's regular wages during the period the employee is actually serving. An employee called for jury duty or subpoenaed as a witness shall provide his/her supervisor with notice on the employee's following workday.
- I. Upon retirement an employee shall be paid for his/her remaining sick days according to the following:
  1. Eight (8) hour, fifty-two (52) week employees fifteen dollars (\$15.00) per day.
  2. Five (5) to eight (8) hour employees ten dollars (\$10.00) per day.
  3. Less than five (5) hour employees seven dollars and fifty cents (\$7.50) per day.
  4. To receive this payment for sick days the retiring employee must also meet the following criteria:
    - a. In 2006 – 2007 the employee must have 50 unused days.
    - b. In 2007 – 2008 the employee must have 60 unused days.
    - c. In 2008 – 2009 and beyond the employee must have 70 unused days.

Article 17  
Unpaid Leaves of Absence

- A. An application for an unpaid leave must be made in advance to the supervisor in writing, except in case of emergency. The request must be approved or disapproved within five (5) working days.
- B. An unpaid leave may be approved by the Superintendent or his/her designee. Unpaid leave may not exceed fifteen (15) days in any calendar year with the following exceptions: personal illness or disability, child care leave, illness or disability of a member of the immediate family (defined as spouse, child, grandchild, parent, brother, sister, grandparent, mother-in-law, father-in-law or person who stands in the stead of one of the preceding), or leave to which an employee is entitled by law (F.M.L.A., discrimination on the basis of disability, military leave, etc.).
- C. For a probationary employee, leave may be granted for the following reasons:
  - 1. Military leave including service with the National Guard.
  - 2. Court or legal action (not including jury duty or subpoena).
  - 3. Leave to which the employee is entitled by law.
- D. For a non-probationary employee, leave may be granted for the following reasons:
  - 1. Military leave including service with the National Guard.
  - 2. Serving in an elected or appointed public office.
  - 3. Job related study.
  - 4. Illness or disability of self or family member (spouse, child, parent, in-laws).
  - 5. Child care leave.
  - 6. Court or legal action (not including jury duty or subpoena).
  - 7. Family business (farming, Amway, Christmas trees, etc.).
  - 8. Vacation, provided all paid vacation days have been used. No more than one (1) employee in any department will be allowed to take unpaid vacation at anyone time. If more than one (1) employee requests the same unpaid vacation time off, requests will be approved on a first-come, first-served basis.
  - 9. Leave to which the employee is entitled by law.
- E. Unpaid leave may also be granted under the Family Medical Leave Act. Under the F.M.L.A., an employee who has worked for at least one (1) year (1250 hours) is entitled to up to twelve (12) weeks of unpaid leave for child care, foster care placement or adoption, "serious health" condition of self, parent, spouse or child. Other restrictions also apply. For more information, contact the District's business office.

Article 18  
Vacations

- A. Effective the 2001-02 school year, all full-year employees shall receive vacation in accordance with the following schedule.
  - 1. First year-one day for each two (2) months worked to a maximum of five (5) days:
  - 2. Second through seventh year-ten (10) days;

3. Eighth through fourteenth year-fifteen (15) days;
  4. Fifteenth year and beyond-twenty (20) days:
  5. Beginning with the twenty-first year of employment and for each year thereafter, an additional one (1) day of vacation for each additional year of employment to a maximum of twenty-five (25) days.
- B. Vacation requests will be granted at such times during the year as are suitable considering the employees' requests and the staffing needs of the school district. The supervisor shall have the discretion to make the ultimate decision regarding the scheduling of vacations. However, as to vacations to be taken from June through August, requests made before May 1 of each year shall be honored first.
  - C. Vacation days must be scheduled with the supervisor and must be approved in advance.
  - D. No more than two (2) employees from the same department will be allowed to take vacations at the same time, while school is in session, unless approved by the Superintendent.
  - E. If an employee is laid off, the employee may opt to receive pro rated, accrued vacation time paid. If the employee does not opt to receive payment of vacation time, it shall be held for the employee until the employee is recalled.
  - F. If a less than full-year employee accepts a full-year position, his/her years of service for accrual of vacation in accordance with A. above shall be pro-rated on the basis of two thousand eighty (2080) hours per year.

Article 19  
Holidays

- A. The following holidays shall be designated as paid holidays for each full-year employee in accordance with the employee's regular hours worked per day.
  - Fourth of July
  - Labor Day
  - First day of deer season, if classes are not in session.
  - If it falls on Saturday or Sunday, this is not a paid holiday.
  - Thanksgiving Day
  - Day after Thanksgiving
  - Day before Christmas, if classes are not in session.
  - Christmas Day
  - New Year's Eve
  - New Year's Day
  - Good Friday, if classes are not in session.
  - Memorial Day.
- B. Should a holiday fall on Saturday or Sunday, the closest working day when classes are not in session shall be considered as the holiday.
- C. To be eligible for holiday pay, an employee must work his/her regular scheduled workday before and his/her regular scheduled workday after the holiday, except if the employee is on vacation, sick leave, or an approved day off.

Article 20  
Miscellaneous

- A. Any employee who is a volunteer fire fighter or rescue squad worker shall be allowed to perform the service during normal work hours. The employee shall return to his/her job as soon as practicable upon completion of the volunteer duties. While the employee is absent, he/she will not be paid by the Board.
- B. Job descriptions will be developed for each new job category within sixty (60) calendar days after it has been authorized by the Board. A joint committee appointed by the Board and the Association shall develop such job descriptions. The applicable job description(s) shall be distributed to each new employee hired by the Board for that category. The job descriptions will include at a minimum:
  - 1. Job title and description
  - 2. Minimum requirements
  - 3. Essential job functions
- C. 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 on either party unless executed in writing by the parties hereto.
- D. The parties acknowledge that during 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. 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 Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- E. The Board and Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any employee or group of employees.

ARTICLE 21  
Insurance

- A. Upon proof of payment of an insurance deductible, an employee eligible for insurance shall be reimbursed in accordance with this Article.

B.

1. Any employee scheduled to work at least seven and one-quarter (7 ¼) hours per day will be eligible to receive Board provided insurance benefits, as indicated in Section C. below.
2. A bus driver who is scheduled to drive a minimum of two (2) a.m., p.m. or Skill Center runs per day is eligible to receive either the cash option in accordance with Section D. below or partial payment toward the cost of health insurance component described in section C. below. The partial subsidy shall be the lesser of an amount equal to fifty percent (50%) of the Board's contribution toward the cost of the full-family health insurance premium and deductible or one hundred percent (100%) of the single subscriber premium and deductible. In addition each bus driver shall receive the vision insurance component of the insurance described in Section C. below at no cost to the employee for the driver and his/her spouse and/or eligible dependents, if any.

C An eligible employee, as defined in Section B. above, shall be provided with the following insurance benefits:

For the months of October, November and December 2006:

The Board shall pay the full insurance premium for SET-SEG Blue Cross-Blue Shield Community Blues Health Insurance. The Board will also reimburse employees for the extra costs they incur as a result of increase in the prescription co-payments for such insurance from \$10/\$5 to \$40/\$10.

The following arrangements for an eligible employee as defined in Subsection B-1 above shall become effective January 1, 2007:

For the 2006-2007, 2007-2008 and 2008-2009 school years the Board shall deposit an amount equal to the full premium for the above insurance into the enrolled employee's Health Savings Account (HSA) by January 1 commencing with January 2007. The Board will also pay one hundred percent (100%) of the deductible for the 2006-2007 and 2007-2008 school years. The Board will pay one hundred percent (100%) of the deductible for the 2008-2009 school year if the average premium for single, double and full family subscribers for 2007-2008 is less than 7% greater than 2006-2007. If the average premium increase is greater than 7%, the employee shall contribute \$500 toward the deductible for the 2008-2009 school year. The employee becomes the owner of the HAS funds when contributed by the Board and is responsible for using those amounts for purposes permitted for HSA plans.

The financial institution receiving the HSA will be designated by the Board. The Board will be responsible for any administrative fees imposed by the financial institution for issuance of the HSA debit card to enrolled employees.

DENTAL INSURANCE: 80% Basic Benefits 80% Major Benefits, \$3,000 orthodontic maximum, \$2,000 per person annual maximum, for Basic and Major services.

VISION INSURANCE: SET/SPECTERA Vision Plan 3.

LIFE INSURANCE: SET-Fort Dearborn - \$25,000 term + AD&D.

LTD: ASSURANT, 66 2/3%, \$2,500 maximum, 90 day. The Board will supply SET-SEG benefits for employees on LTD for up to 24 months.

- D. In the event an employee who is eligible for Board provided health insurance premium payment declines the coverage, in writing, he/she shall be paid a monthly cash option pursuant to a Board adopted Section 125 plan. The monthly cash option payment shall be one hundred dollars (\$100).
- E. An employee may combine hours in two (2) or more regular assignments to meet the hour requirement of Section B., 1. above.
- F. An employee who is not eligible for Board provided insurance benefits may purchase said benefits through the Board, to the extent allowed by the underwriter(s) and/or applicable state or federal law. The amount of the premium cost shall be deducted from the employee's paycheck and said deduction shall occur when the other insurance deductions are made.
- G. The Board will provide thirty thousand dollars (\$30,000) of Term Life Insurance with AD&D for each employee who has completed the probationary period that is not eligible for Board paid health insurance pursuant to B., 1-2. above.

Article 22  
Duration of Agreement

This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2009. In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

The contract shall be reopened in the 2008-09 school year for the discussion of salaries and up to 3 other items per side.

For the Association

For the Board

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Appendix A  
Salary Schedules

1. Step increases shall become effective on July 1 of the fiscal year indicated. If the Board has hired an employee on or after the preceding February 1, he/she shall not be eligible for a step increase until the next fiscal year.
2. The probationary rate of pay shall be ninety percent (90%) of the rate of pay for the step on which an employee is placed at hire.
3. No new hire shall be placed on a step higher than 4<sup>th</sup> year.
4. a.

	2005/2006					
	Operations		Food Service		Admin.	Paraprofessional
	Custodial	Maintenance	Cook	Cook Helper	Assistant	
1 <sup>st</sup> Year	11.09	11.46	9.22	7.71	10.13	7.88
2 <sup>nd</sup> Year	11.33	11.74	9.53	8.02	10.63	8.19
3 <sup>rd</sup> Year	11.67	12.07	9.96	8.32	10.93	8.50
4 <sup>th</sup> Year	12.01	12.46	10.41	8.65	11.36	8.83
5 <sup>th</sup> Year	12.33	12.80	10.72	8.94	11.64	9.12
6 <sup>th</sup> Year	12.77	13.27	11.09	9.27	12.12	9.43

Bus drivers will be paid by the run. Extra/sports trips shall be paid at an hourly rate.

Type of Run		
A.M./P.M.		\$26.54
Career Center		37.06
Shuttle		9.13
Extra/Sports Trips		
1 <sup>st</sup> Two Hours		9.39
After Two Hours		7.17
Bus Mechanic		\$17.65
Training and Meetings		7.12

b.

	2006/2007					
	Operations		Food Service		Admin.	Paraprofessional
	Custodial	Maintenance	Cook	Cook Helper	Assistant	
1 <sup>st</sup> Year	11.26	11.64	9.36	7.82	10.28	8.00
2 <sup>nd</sup> Year	11.50	11.91	9.68	8.14	10.78	8.31
3 <sup>rd</sup> Year	11.84	12.25	10.11	8.45	11.09	8.63
4 <sup>th</sup> Year	12.19	12.65	10.57	8.78	11.53	8.96
5 <sup>th</sup> Year	12.52	12.99	10.88	9.07	11.81	9.26
6 <sup>th</sup> Year	12.96	13.47	11.26	9.41	12.30	9.57

Bus drivers will be paid by the run. Extra/sports trips shall be paid at an hourly rate.

Type of Run	
A.M./P.M.	\$26.94
Career Center	37.61
Shuttle	9.27
Extra/Sports Trips	
1 <sup>st</sup> Two Hours	9.53
After Two Hours	7.28
Bus Mechanic	\$17.92
Training and Meetings	7.23

c.

	2007/2008					
	Operations		Food Service		Admin.	Paraprofessional
	Custodial	Maintenance	Cook	Cook Helper	Assistant	
1 <sup>st</sup> Year	11.48	11.87	9.55	7.98	10.49	8.16
2 <sup>nd</sup> Year	11.73	12.15	9.87	8.30	11.00	8.48
3 <sup>rd</sup> Year	12.08	12.50	10.31	8.62	11.31	8.80
4 <sup>th</sup> Year	12.43	12.90	10.78	8.95	11.76	9.14
5 <sup>th</sup> Year	12.77	13.25	11.09	9.25	12.05	9.44
6 <sup>th</sup> Year	13.22	13.74	11.48	9.60	12.55	9.77

Bus drivers will be paid by the run. Extra/sports trips shall be paid at an hourly rate.

Type of Run	
A.M./P.M.	\$27.48
Career Center	38.37
Shuttle	9.45
Extra/Sports Trips	
1 <sup>st</sup> Two Hours	9.72
After Two Hours	7.42
Bus Mechanic	\$18.28
Training and Meetings	7.37

One month after the ratification of this agreement the Board will pay a one-time payment to each employee in this group a one hundred ten dollar (\$110) stipend. This will be off schedule.

- The Board shall determine whether an employee is a custodian or a maintenance employee. In making that determination, the job descriptions shall be utilized.
- A 2<sup>nd</sup> shift custodian, but not maintenance, shall receive an eleven cents (\$.11) per hour stipend.
- A 3<sup>rd</sup> shift custodian, but not maintenance, shall receive a twenty-two cents (\$.22) per hour stipend.

8. A cook helper who also works at group activities, according to Article 12, B., 3., ala Carte or as a cashier shall receive a one dollar (\$1.00) per hour stipend for the time he/she is doing the group activity, ala Carte or cashier duty.
9. A paraprofessional who is assigned to provide diapering or other hygienically or medically related procedure shall receive a sixty cents (\$.60) per hour stipend.
  - a. Any employee who occasionally assists with these duties shall be limited to receiving this stipend for a maximum of two (2) hours per day.
10. A paraprofessional who is assigned to a position that requires the Early Childhood Certification shall receive a one dollar (\$1) per hour stipend.
11. A paraprofessional assigned to work in the Media Center shall receive a twenty-five cent (\$.25) per hour stipend.
12. A paraprofessionals assigned to do lunch or breakfast setup or cleanup shall receive a stipend according to the following.
  - a. An employee assigned ten (10) minutes shall receive a one hundred dollar (\$100) per year stipend. The stipend shall be paid in two (2) equal amounts at the end of each semester.
  - b. An employee assigned thirty (30) minutes shall receive a three hundred dollar (\$300) per year stipend. The stipend shall be paid in two (2) equal amounts at the end of each semester.
13. Any bus driver required to assist a physically impaired student on and/or off the bus, whether manually or by means of a lift, shall receive a one dollar (\$1) per run stipend.
  - a. Eligibility for this stipend shall be determined jointly by the Transportation Director and Transportation Association Representative
14. In consideration of dedication to the District and its students support staff employees shall be entitled to a longevity bonus according to the following schedule.
  - a. On the 25<sup>th</sup> consecutive year of employment the employee shall receive a 1% pay increase above any pay increase scheduled that year.