COLLECTIVE BARGAINING AGREEMENT

between the

HARRISON EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

and the

HARRISON COMMUNITY SCHOOLS BOARD OF EDUCATION

July 1, 2024 - June 30, 2027

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EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

Harrison Community Schools is committed to equal employment opportunity and compliance with federal, state, and local laws that prohibit workplace discrimination, unlawful harassment, and unlawful retaliation based on any protected class or activity. This applies to all aspects of employment, including recruiting, advertising hiring, training, job placement, evaluation, classification, promotion, transfer, work assignment, compensation, benefits, discipline, demotion, termination, reduction in force, recall, and any other term of condition of employment.

Discrimination is prohibited against employees or applicants for employment based on the following protected classes: race, color, national origin, ethnicity, religion, sex (including pregnancy, gender identity, and sexual orientation), height, weight, marital status, age, disability, genetic information, veteran status, military service, or any other legally-protected class.

PREAMBLE

This collective bargaining agreement (the "Agreement") is entered into on the 10th day of June, 2024, by and between the Board of Education of Harrison Community Schools , Clare County, Michigan, referred to herein as the "Board," and the Harrison Educational Support Personnel Association, referred to herein as the "Association." Together, the Board and Association may also be referred to as the "parties."

ARTICLE I: RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative with respect to wages, hours, terms, and conditions of employment for all of the following full or part-time positions:

- Building Secretaries
- Building Clerks
- Paraprofessionals (formerly referred to in previous agreements as "aides")
- Hourly maintenance staff

The term "Support Staff" when used hereafter in the Agreement shall apply to all employees represented or capable of being represented by the Association in the bargaining unit as above defined. It expressly excludes playground aides, substitute employees, temporary employees, the Superintendent's secretary, central office staff, administrators, directors, ancillary staff, or Support Staff hired back after retirement.

ARTICLE II: BOARD RIGHTS

A. Powers, Rights, Authority, Duties and Responsibilities

In order to carry out its responsibilities for the development and operation of educational programs providing the best possible educational opportunities for the District, consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law.

By way of illustration, this includes but is not limited to: 1) the supervision, direction, and control of the management and administration of the school system, its properties, and its facilities; 2) the right of assignment and to direct personnel, determine the number of personnel, and scheduling; 3) establishment or elimination of positions, hiring, transfer, evaluation, promotion, and discipline; 4) determination of services, supplies, and equipment; and 5) determination of qualifications for positions; selection, testing, and training of employees

B. Exceptions

The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in the furtherance thereof shall be the exclusive prerogative of the Board except as otherwise limited by the express provisions of this Agreement.

ARTICLE III: PROFESSIONAL PRIVILEGES/ASSOCIATION RIGHTS

A. In General

Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection, or to refrain from such activities. The Board and the Association undertake and agree that they will not directly or indirectly discourage, deprive, or coerce any Support Staff in the enjoyment of any rights conferred by Act 379, other laws of Michigan, the Michigan Constitution, and the United States Constitution. The Board will not discriminate against any Support Staff with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, their participation or non-participation in any lawful activities of the Association or collective professional negotiations with the Board, or their initiation of any grievance, complain, or proceeding under this Agreement with respect to any term or condition of employment.

In addition, in response to requests from time to time, the Board agrees to furnish to the Association information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all Support Staff, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Support Staff, together with information which may be necessary for the Association to process any grievance or complaint. The Association shall reimburse the district the cost in accordance with FOIA if applicable.

The Association shall be given an opportunity to advise the Board with respect to any new or modified fiscal, budgetary or tax programs, construction programs or major revisions of educational policy, which are proposed or under consideration.

B. Use of Facilities

1. The Association and its members shall have the right to schedule the use of school building facilities for Association meetings at no cost. If a common area is desired (e.g., cafeteria, auditorium, gymnasium, etc.), the Association will complete a Building Use Form and provide to the principal of the school impacted. After notification of intent has been given to the principal, the Association may post Association notices in any faculty lounge.

2. Support Staff shall have the right to have reasonable access to available district-owned communications and technology equipment.

3. Adequate, off-street parking facilities shall be made available to Support Staff.

4. In each school, the Board shall provide restroom facilities exclusively for Support Staff use and at least one furnished room which shall be reserved as a faculty lounge.

5. Support Staff will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being, except in cases of immediate danger to the health and welfare of students.

C. Application of Law

The provisions of this Agreement, and wages, hours, and terms and conditions of employment, shall be applied in accordance with the provisions of applicable laws, without regard to membership in or association with activities of any legitimate employee organization.

D. Union Activity

At the beginning of each school year, the Association shall be credited with five (5) paid days to be used by members who are officers or representatives thereof. Such use is at the discretion of the Association, but no more than three (3) persons shall use these days on the same day, and no more than two (2) from the same building. These days shall not be designated as either sick or personal days nor shall any member suffer any loss of pay for use of these days. The Union will provide forty-eight (48) hours' notice prior to the use of

such days. The Union shall reimburse the district the cost of the employee's retirement pursuant to MPSERS rules, regulations, or statutes.

E. Personnel Records

Any item (e.g., evaluation, discipline, commendation, etc.) placed in a personnel file after hiring documentation shall be first shown to Support Staff, with an opportunity to review. Support Staff may submit a writing to be attached if they choose. Items that require Support Staff signature, such as an evaluation, may be signed as "receipt only" if Support Staff disagrees with its contents. Support Staff may review their personnel file by making an appointment with the Superintendent's Administrative Assistant.

F. REIMBURSEMENT FOR LOSS

Support staff shall be reimbursed by the District in an amount not to exceed fifty dollars ($50.00) for the loss, damage, or destruction of personal property used on school premises for job duties, provided it is not the result of Support Staff's negligence nor covered by Support Staff's personal insurance.

ARTICLE IV: COMPENSATION

A. Hourly Wage Schedule

Attached as Appendix A

B. Overtime

1. Overtime is only permissible when necessary and approved by the Support Staff supervisor prior to working. Advance notice of overtime shall be given to Support Staff as soon as practical.

2. Paid leave time shall not be considered as hours worked.

a. Overtime pay of one and one-half (1.5) times the regular rate shall be paid on actual time worked beyond a forty (40) hour work week.

b. Support Staff required to work on a paid holiday shall be paid at double (2.0) time.

c. Any hours worked on a Sunday shall be paid at double (2.0) time). Paid leave time shall not be considered as hours worked.

ARTICLE V: EQUIPMENT AND CLOTHING

A. Maintenance Staff

1. Uniforms shall be furnished. They shall receive seven (7) shirts and seven (7) pants.

2. Personnel shall receive an additional one hundred dollars ($100) per year towards the purchase of outside clothing for inclement weather. Said clothing shall be kept at the worksite.

3. Personnel shall be required to wear eye and face protection when machine or other operations present potential eye or face injury from physical or chemical agents. Protective glasses, goggles and face shields will be furnished by the Board.

4. Any safety hazard or dangerous situation that is reported to the Administration shall be investigated as soon as possible.

B. Other Support Staff

Support Staff recognize that individual attire impacts the perception that students, families, and the community have of the District, and shall comply with Board Policy 4218 regarding dress and appearance, which generally adopts a "business casual" standard.

ARTICLE VI: EMPLOYEE WORK SCHEDULES

A. Hours of Work

1. Daily work hours shall be determined and set by the District for each position.

2. Support Staff who work more than four (4) consecutive hours per day shall be given one unpaid, duty-free lunch period of thirty (30) minutes per day. The timing of that duty-free lunch period shall be determined by the building supervisor.

3. Support Staff shall receive one (1) fifteen-minute (15) relief period within each three and one-half (3.5) hours worked. The timing of that relief period shall be determined by the building supervisor.

4. Support Staff shall report at the specified starting time of their shift and shall not leave without permission, until the specified quitting time of their shift (excluding lunch periods).

B. Absence from Work

Support Staff are required to notify their immediate supervisor or district's designee when they are going to be absent from work by using the current internet-based leave request system. The immediate supervisor will be notified, if possible, the night before. Support Staff must notify their immediate supervisor of their unavailability for work no less than one (1) hour before their regular starting time, however, whenever possible the employee should make every attempt to provide at least two (2) hours' notice. Anyone calling or entering a leave request after 7:00 a.m. may lose a day's pay.

C. Additional Hours

Assignment of additional hours of work for special events will be made according to seniority within each building by job classification. Casual subbing opportunities are not considered to be special events. A rotation log shall be maintained by an association representative and the building administrator. In the event that no employee is willing to work the additional hours, the Administration may secure substitute employees to perform the required tasks. The Administration may deviate from their procedure during emergency situations.

D. Calendar

1. Unless otherwise specified at the time of hire, hourly maintenance staff work fifty-two (52) weeks per year.

2. Building Secretaries work from August 1 through June 30, with the exception of days when both teachers and students are not scheduled to be in attendance.

3. Building Clerks start their school year one week prior to students' first day, and ends one week after students' last day, with the exception of days when both teachers and students are not scheduled to be in attendance during the school year.

4. Paraprofessionals start their and end their school year on the same days as students. During the school year, they do not work on days students are not in attendance. Administrators may require paraprofessionals to participate in professional training or learning on non-work days and pay them at their rate of pay.

5. It is understood that there will be no extension of currently assigned work weeks without mutual consent of the employee involved, their direct supervisor, and the Human Resources Coordinator, unless there is a significant change in the current school calendar.

6. Secretaries, Clerks, and full-time maintenance staff may flex their summer work weeks (beginning the first full week without students and concluding with the end of the week right before students return) by working four days at 10 hours per day. The two options are Monday-Thursday, or Tuesday-Friday, with the provision that at least 1 maintenance staff covered by this Agreement is working each day of the work week.

E. <u>School Delays</u>

1. On days when the beginning of school is delayed for any reason, all Support Staff except paraprofessionals report at their regular start.

2. Paraprofessionals shall report and be ready to work at the start of the instructional day in their school, and shall be paid for hours actually worked.

F. <u>School Closures</u>

1. On days that schools are fully closed for unscheduled reasons:

a. Hourly maintenance staff report for snow removal or other duties.

b. Other Support Staff are not expected to report for work for the first three (3) such days in a school year, but shall be paid for their regularly scheduled hours and rate for each day. This includes Support Staff that may still be in probationary status.

c. On the fourth day and beyond, Secretaries and Clerks report.

d. On the fourth day and beyond Paraprofessionals still do not report,and may use an unpaid day, full personal day, or up to three full medical days after personal days are exhausted.

2. The provisions of Article V, Section F(1) do not apply to Support Staff not scheduled to work the day of said closure.

ARTICLE VII: EMPLOYEE BENEFITS

A. Employee Responsibilities

It shall be the responsibility of the Support Staff employee to make a signed application for all benefits, including validation of advancement on the compensation schedule, to which they are entitled. The Board is not responsible for retroactive premiums, compensation, or other payments because of the employee's failure to complete forms in a timely manner. An open enrollment period for health insurance shall be provided during the period of November 1-15, and the Human Resources Office will make an employee available for information, questions, etc. during that time.

Changes in family status shall be reported in writing by the employee to the Human Resources Office within thirty (30) days of such change.

B. Benefits

1. Health Insurance

The Board will provide two (2) medical insurance plans to choose from. Anyone that works over 37 hours gets up to the 2 person hard cap. Anyone that works 30-36.9 hours gets $630 per month. 29.9 or less gets no employer contribution towards health.

2. Dental Plan

As of the date of this Agreement, the District does not yet have specifics on the dental plan. The district shall provide dental insurance to all Support Staff except Paraprofessionals, at no cost, and specifics will be done in the form of a Memorandum of Understanding agreed to by the Association and the Board, and appended to this Agreement.

3. **Vision Insurance**

As of the date of this Agreement, the District does not yet have specifics on the vision plan. The district shall provide vision insurance to all Support Staff, at no cost, and specifics will be done in the form of a Memorandum of Understanding agreed to by the Association and the Board, and appended to this Agreement.

C. **Cash-in-Lieu**

In lieu of subscribing to the Board-provided health insurance, eligible Support Staff may elect a cash option in the dollar amount of $175.00 per month. Cash in lieu payments will be disbursed in equal biweekly installments according to the employee's pay schedule. Cash in lieu payments will be prorated, if necessary, based on the beginning and end date of employment.

D. **Term Life Insurance**

$10,000.00 AD&D for all Support Staff, paid for by the Board.

E. **Long-Term Disability**

For all Support Staff, as follows:

LTD Benefit	60%, with a maximum of $1,500.00
Maximum Monthly Salary	$2,500.00
Waiting Period	90 CDMF
Alcohol/Drug	2-year limitation
Mental Health	2-year limitation

F. **Medical Leave**

1. Full-time, fifty-two (52) week Support Staff receive twelve (12) work days between July 1 and June 30. If an eligible employee begins after July 1, this amount will be prorated for the first year.

2. Support Staff who are not scheduled for fifty-two weeks but who typically are scheduled for five (5) days each week when they are scheduled for

work, receive ten (10) paid work days. If they begin after the start date for their position as referenced in Article V(D), days shall be prorated for the first year.

3. Support Staff who are not scheduled for fifty-two weeks and who are typically scheduled for less than five (5) days each week will have a prorated amount based on the scheduled number of hours worked.

4. Medical leave remaining at the end of the work year shall accumulate, up to a maximum of one hundred eighty (180) days.

5. Medical leave is available for illness, injury, or disability of Support Staff or a member of their immediate family. Immediate family is defined as spouse or partner, child/stepchild, grandchild, sibling, parent of Support Staff or spouse/partner, or any person who is a permanent resident of Support Staff's household.

G. <u>Accumulated Medical Leave Upon Retirement</u>

As of July 1, 2024, the prior year contract retirement payout is in effect for grandfathered employees (Carol Mason and Marsha Henry). For grandfathered employees only, if the employee has completed twelve (12) years of service with Harrison Community Schools and retire with the provisions of MPSERS, the employee will receive half (½) of their current daily rate for up to ninety-five (95) days. If the employee has completed eighteen (18) years of service with Harrison Community Schools and retire with provisions of MPSERS, the employee will receive their current daily rate for three-fourths (¾) of their remaining medical days up to ninety-five (95) days. The following are examples:

Example with 12 years of service and 100 unused medical days: Current daily rate $160.00/2= $80.00. $80.00 x 95 (Max is 95 days) = $7,600 payout.

Example with 18 years of service and 150 unused medical days: ¾ of 150=112.5 (Max is 95 days) Current daily rate $160.00 x 95= $15,200 payout.

For all other employees not grandfathered and retiring under MPSERS provisions and the Support Staff employee notifies the District in writing of their intent to retire by March 1 of their final year of employment, and the date of retirement does not occur before the end of the school year, the District will

provide a $500.00 stipend to the Support Staff employee in the last pay they receive from the District.

In addition, the Board will provide the following amounts for each day of unused medical leave no later than June 30 of the school year the Support Staff employee retires from the District:

- $100.00 per day for up to 75 accumulated sick leave days
- $50.00 per day for 76-105 accumulated sick leave days

H. Michigan Paid Medical Leave Act (MPMLA)

In accordance with the MPMLA, MCL 408.961 et seq., an eligible non-exempt employee may use up to forty (40) hours of paid medical leave for any of the following reasons for themselves or a family member each fiscal year:

- Mental or physical illness, injury, or health conditions , including related medical diagnosis, care, treatment, or preventative medical care.
- Related medical care, counseling, victim services, legal services, judicial proceedings, or relocation for a victim of domestic violence or sexual assault.
- Closure of the employee's primary workplace by order of a public official; need to care for a child whose school or place of care has been closed by order of a public official; or determination by public health authorities that the presence of the employee or family member in the community jeopardize the health of others due to exposure to a communicable disease.

"Family member" includes child, parent, spouse, grandparent, grandchild, or sibling, as defined in the MPMLA. To be eligible, the non-exempt employee must be employed for more than twenty-five (25) weeks in a calendar year, and have worked an average of at least twenty-five (25) hours per week during the immediately preceding calendar year.

To the extent this provision conflicts with the MPMLA, the MPMLA shall govern.

I. Personal Illness and the Family Medical Leave Act (FMLA)

Secretaries and full-time maintenance shall use accumulated personal medical or disability leave to substitute for unpaid leave under the FMLA of 1993, which allows up to twelve (12) work weeks (sixty (60) work days or parts thereof) of unpaid leave, providing benefits during a contract year for employees that meet eligibility requirements and are currently insured by the District. The FMLA allows employees to take twenty-six (26) weeks of leave to care for a spouse, child, or parent with an illness or injury incurred in the line of active duty with the United States Armed Forces. Federal law mandates that eligible employees are offered FMLA leave after three (3) consecutive days to care for their own or immediate family member's serious health conditions.

Contracts will be suspended and salary payments stopped as soon as the employee goes into unpaid leave, and will be re-started at the time the employee returns from leave based on the actual number of days and at the per diem rate for which the employee works.

J. Bereavement Leave

A maximum of up to five (5) paid bereavement leave work days may be granted whenever there is a death in the Support Staff's immediate family, using the same definition as (F)(5). Up to three (3) work days for uncle/aunt, niece/nephew, and sibling-in-law. Extensions may be granted upon approval by the Superintendent.

K. Personal Business

1. All Support Staff receive three (3) paid work days per work year for personal business, subject to the following:

- If an employee begins after the start of their classified work year (see Article V(D)) , the number of days will be prorated for the first year.
- If an employee normally works less than five (5) days per week, the number of days will be prorated.
- Days may be used in one (1) hour or full work day increments.
- Requests must be submitted at least two (2) days in advance to the immediate supervisor, except in emergency situations.
- Immediate supervisors have the right to limit the number of requests from any one building on a given day to ensure that student needs and district needs are met.

- No personal days shall be granted on the last five (5) days of the school year when students are present.
- No personal days shall be granted on the day preceding or immediately following these breaks:
    - Labor Day Weekend (runs Friday through Monday)
    - November 15 (when it falls on a school day)
    - Thanksgiving Break (runs Wednesday through Sunday)
    - Holiday Break (two weeks end of December/beginning of January)
    - Spring Break
    - Memorial Day Weekend (runs Saturday through Monday)

2. Any personal days remaining at the close of the work year (see Article VI(D)) shall be credited as additional medical days for the following work year.

L. <u>Paid Holidays</u>

1. Full-time, fifty-two (52) week Support Staff shall be paid for the following days (or their Friday/Monday equivalent when they fall on a Saturday or Sunday):

- New Year's Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- November 15, when it falls on school day
- Thanksgiving Day + next day (Friday)
- Christmas Eve
- Christmas Day
- New Year's Eve

2. All other Support Staff shall be paid for the following days:

- Labor Day
- November 15, when it falls on a school day
- Thanksgiving Day and the next day
- Good Friday
- Memorial Day

M. Vacation Days

1. All full-time, fifty-two (52) week Support Staff shall be eligible for paid vacation days, as follows:

Within the first year of service	Five (5) days)
Second through fourth year of service	Ten (10) days
Fifth year of service and beyond	Fifteen (15) days

2. If hired beyond July 1, vacation days will be prorated during the first year.

3. Vacation days must be submitted to the immediate supervisor at least two (2) days in advance, and approval is subject to efficient operation of the district.

4. Vacation days do not accrue from year to year, but Support Staff who retire after more than one (1) year of employment shall be paid for their unused vacation days in the last year.

N. Judicial Subpoena

Any Support Staff subpoenaed by a court to appear shall not suffer a loss of pay, nor shall the time be deducted from their paid leave days, if the matter is directly related to school business and the Support Staff is not a party to an action against the District.

O. Misuse of Benefits

Misuse of benefits, including but not limited to paid time off, shall be subject to disciplinary action.

P. Definition of "Day"

As used in this Article, "day" is defined as the number of hours per day that Support Staff are normally scheduled to work.

ARTICLE VIII: UNPAID LEAVE

A. Requesting Leave of Absence in Excess of Five Days

1. All requests for a leave of absence must be made in writing to the Board, including the reason(s) for the request and the approximate length of time requested, subject to the following conditions:

- The maximum time allowed to be requested is one (1) year;
- Reason(s) include –
  - Personal physical or mental illness with appropriate medical documentation
  - Child care of biological, adopted, step, foster, or legally-placed children
  - Exhaustion of medical leave, personal business, and vacation days (if applicable)
- All requests must be made at least thirty (30) days in advance except in cases of emergency.

2. An unpaid time period of up to and including five (5) days per year may be granted by the immediate supervisor. These days are not cumulative. The employee's request to use these days will be presented to the supervisor at least one (1) week prior to the intended date of absence and will not be granted for the day immediately preceding or following scheduled breaks in the calendar. These days are only to be used after all existing leave (medical and personal) time has been exhausted.

ARTICLE IX: VACANCIES, REASSIGNMENT, AND TRANSFERS

A. Vacancies

When positions become available, a vacancy notice shall be shared by the Superintendent's Administrative Assistant, and posted by building personnel for at least five (5) days before the position may be filled. The notice shall include: classification, qualifications, rate of pay, number of normal weekly hours, and job site, if known.

B. Transfers

1. An employee interested in a transfer to a vacant position in the District should submit a written request to the principal/supervisor of the building where the vacant position exists, and copy their current principal/supervisor if different.

2. The current employee who is most senior shall obtain the position if they are qualified for the position. Qualifications include prior evaluations, skills, abilities, and if a paraprofessional position that is specifically assigned to one or more students, to be the best fit for the student(s) IEP needs.

3. When there is no applicant within the classification, qualified applicants (as determined by the posted qualifications), from other classifications shall be considered before the position is filled outside the bargaining unit.

a. When two or more equally qualified employees apply for the vacancy, the employee with the most District seniority shall be granted the position.

b. Qualified employees opting to bid a second job shall be eligible for the position provided the posted hours do not conflict with the hours being worked in the existing classification. Should the hours of either position change to create a conflict between the two jobs the employee must select the position of his/her choice that he/she will retain to eliminate the conflict.

c. The Board shall not be required to grant a second job position if the combined regular hours of the two positions will exceed forty (40) hours per week. The Board shall not be required to offer extra work hours to an employee if the extra hours will conflict with regular hours in either job classification.

4. An Employee who has applied for and been transferred to a permanent vacancy will be considered to be placed on a trial basis until he/she has completed ninety (90) days of service in the new position. During this trial period the employee will be evaluated on job performance as outlined in the job description once every thirty (30) days. After a minimum of thirty (30) days worked in the new position the employee and/or administration may opt to return the employee to a comparable position in their classification with the same number or fewer hours than they worked in the previous position, subject to the following:

a. Administration will not be required to return the employee to their previous position, but will make the move that is least disruptive to operations.

b. If an employee is returned to the previous position or transferred to another position during the trial period, either by the employee's choice or that of the administration, such transfer and any other resultant employee transfers shall not be subject to the grievance procedure.

C. Reassignment

Applicants from within the District will be considered prior to applicants from outside the District.

D. Involuntary Transfers/Reassignments

Involuntary or forced transfers will be minimized and avoided whenever possible.

ARTICLE X: SENIORITY - LAYOFF AND RECALL

A. Seniority shall be defined as the length of continuous service with the Board within each job classification as listed in Article I. It shall be calculated from the date of hire in a regular position but under no circumstances shall seniority accrue until an employee has served their probationary period. If the probationary period is satisfactory, seniority shall be retroactive to the date of hire as a regular employee.

B. An employee shall lose all seniority should they not return from an approved leave, retire, resign, or be discharged for reasons that are not arbitrary or capricious

C. A new employee shall be considered to be probationary until they have completed ninety (90) working days of service with the Board. During the probationary period, the probationary employee shall be subject to discharge with or without cause or notice.

D. Should the Board determine the need for any layoff of personnel, reductions shall be by seniority retaining the most senior qualified employees provided remaining employees are qualified to perform the duties of position. The Board shall endeavor to provide as much advance notice as possible, in no

case less than ten (10) working days, to each employee who may be subject to layoff. It is understood that there shall be no unnecessary position changes within a job classification.

E. Employees who are transferred by the Board to another job classification shall retain but not accrue seniority in their initial classification, and shall begin accruing seniority in the new classification from the date of transfer. When an employee is transferred to a new classification, the employee shall be placed in the new classification, on the corresponding salary step.

F. Seniority rights in reductions of personnel or in cases of the elimination of positions will be defined as follows:

1. An employee whose position has been eliminated or occupied by a more senior employee shall be entitled to another position in their classification with the same or greater number of hours occupied by the least senior employee.

2. If no such position within the classification is available, the employee shall be entitled to a position in another classification for which they are qualified and certified with the same or greater number of hours occupied by the least senior employee.

ARTICLE XI: JOB DUTIES & EVALUATIONS

A. All Support Staff shall receive the appropriate job description, which, at a minimum, lists their responsibilities.

B. All Support Staff shall be evaluated by their immediate supervisor in their first year of employment, and if they are satisfactory or above, every two years thereafter. In addition:

- Evaluations shall be based on the fulfillment of said job responsibilities;
- All monitoring or observation of Support Staff shall be done in person and within sight of Support Staff, unless there has been an allegation of wrongdoing and camera footage is necessary to determine responsibility;
- The immediate supervisor shall meet with Support Staff to review the evaluation; and

- If Support Staff disagrees with the evaluation, they may submit a written response to be attached to the evaluation before it is placed in the personnel file. Support Staff signature on an evaluation only means it was reviewed and a copy was received.

ARTICLE XII: DISCIPLINE

A. Discipline for Support Staff shall not be arbitrary or capricious.

B. The responsibility of discipline and/or discharge of employees is vested entirely in the Board or its designated representatives.

C. The Board shall submit written notification of any discipline or discharge of a Support Staff employee to the Association within five (5) working days of such action.

D. The discipline or discharge of a probationary employee is not subject to review.

E. The Board may maintain a permanent disciplinary record in the employee's personnel file.

F. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.

G. A Support Staff employee who is subject to an investigatory review that may result in discipline or who reasonably believes an investigatory review may result in discipline may bring an Association representative.

H. The Superintendent is authorized to place a Support Staff employee on paid, non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent, such leave will protect the investigatory process or work environment.

I. Disciplinary measures may include warning, reprimand, unpaid suspension, financial penalty, or discharge. It is not required that discipline measures be applied progressively or sequentially. The District may also consider preventive measures, including but not limited to training, coaching, and other remedial measures.

J. Discipline will be confirmed in writing and placed in the employee's personnel file. The employee's year-end performance evaluation may also reflect the discipline.

K. Before any reference to or the actual complaint from a student, parent, administrator or other person is entered into an employee's personnel file, it must be brought to the attention of the employee within fifteen (15) work days of the complaint. The employee shall be permitted to attach a written response within thirty (30) calendar days to any complaint placed in the personnel file.

ARTICLE XIII: GRIEVANCE PROCEDURE

A. Any Support Staff employee, or group thereof, believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement regarding wages, hours, terms or conditions of employment may take the following steps to implement the settlement of the alleged violation. All reference in this Article to "principal" shall also mean appropriate supervisor.

B. Both parties mutually understand and agree to allow discussions and resolutions concerning contractual issues between an individual Association member and their administrator provided that said resolution is consistent with the terms of the Agreement and the Association has been given the opportunity to be present at such adjustments.

1. Step One

a. If, after meeting and discussing the alleged violation with the building principal, a satisfactory resolution cannot be obtained, the employee(s) may, within seven (7) work days of the occurrence of the alleged violation, file a written grievance with the building principal.

b. Within ten (10) work days of receipt of the written grievance, the building principal shall meet with the Association representative in an effort to resolve the grievance. Affected employee(s) may or may not be present at this meeting. The building principal's written response shall be given within ten (10) work days after such meeting.

2. Step Two

a. If the meeting with the building principal does not result in agreement, and the Association and the aggrieved employee(s) believe the

grievance has merit, the grievance shall be transmitted to the Superintendent within ten (10) work days after receipt of the building principal's answer.

b. The Superintendent shall hold either a formal or informal discussion with any or all of the parties involved. Within fifteen (15) work days of receipt of the written grievance, the Superintendent shall return the grievance to the Association President with their decision to approve or deny said grievance.

3. Step Three

a. If the decision of the Superintendent is not satisfactory to the Association and the aggrieved support staff(s), the grievance may be submitted to arbitration by written notice given by the Association within fifteen (15) work days after receipt of the decision. The rules and timelines of the American Arbitration Association (AAA) shall apply once the grievance is filed. AAA's authority shall be limited to the interpretation of application of the express terms of this Agreement and they shall have no power to alter, add to, or subtract from the terms of this Agreement as written. Both parties agree to be bound by the arbitrator's decision, and to share equally in the costs.

b. No grievance shall be processed unless initiated or carried to the next step within the time provided herein or extended in writing by mutual agreement.

4. It is understood that a written grievance as required herein shall: a) be signed by the grievant(s); b) be as specific as possible, with all necessary facts giving rise to the alleged violation; c) cite the section(s) of this Agreement alleged to have been violated, or any rule, order, regulation, or policy of the Board alleged to have been violated; d) the date of the alleged violation; and e) specify the relief requested.

ARTICLE XIV: DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 2024 through June 30, 2027, and constitutes the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the

voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

The parties acknowledge that during negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals as to any subject matter not removed by law from the area of collective bargaining, and the understanding 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, waive the right, and each agree that the other shall not be obligated to bargain collectively as to any subject or matter not specifically referred to or covered in this Agreement.

FOR THE ASSOCIATION:

Carol Mason, President
HESPA
Negotiator

Tina Holley, Vice President
HESPA
Negotiator

Allison Holley, Negotiator
HESPA

FOR THE BOARD:

Kendra Durga, President
Harrison Community Schools
Board of Education

Judy Walton, Superintendent
Harrison Community Schools
Negotiator

Chad Hathcock, Business Manager
Harrison Community Schools
Negotiator

Andrea Looker,
Assistant Business Manager
Harrison Community Schools
Negotiator

APPENDIX A

FY 2024/25
Harrison Community Schools Support Staff

Step	Para Professionals	Behavior Para Professional	Clerk	Maint.	Secretary
1	$ 13.29	$ 13.54	$ 15.03	$ 18.35	$ 16.22
2	$ 13.96	$ 14.21	$ 15.72	$ 20.18	$ 17.02
3	$ 14.65	$ 14.90	$ 16.31	$ 20.99	$ 17.71
4	$ 15.39	$ 15.64	$ 16.75	$ 21.62	$ 18.24
5	$ 15.62	$ 15.87	$ 16.99	$ 21.70	$ 18.52
6	$ 15.85	$ 16.10	$ 17.22	$ 21.78	$ 18.79
7	$ 16.00	$ 16.25	$ 17.37	$ 21.88	$ 18.94
8	$ 16.14	$ 16.39	$ 17.51	$ 21.99	$ 19.08
9	$ 16.30	$ 16.55	$ 17.68	$ 22.09	$ 19.31
10	$ 16.35	$ 16.60	$ 17.73	$ 22.18	$ 19.39
11	$ 16.41	$ 16.66	$ 17.78	$ 22.27	$ 19.45
12	$ 16.46	$ 16.71	$ 17.84	$ 22.32	$ 19.50
13	$ 16.52	$ 16.77	$ 17.89	$ 22.37	$ 19.55
14	$ 16.57	$ 16.82	$ 17.94	$ 22.42	$ 19.60
15	$ 16.62	$ 16.87	$ 17.99	$ 22.47	$ 19.66
16	$ 16.82	$ 17.07	$ 18.19	$ 22.67	$ 19.86
17	$ 17.02	$ 17.27	$ 18.39	$ 22.87	$ 20.06
18	$ 17.22	$ 17.47	$ 18.59	$ 23.07	$ 20.26
19	$ 17.42	$ 17.67	$ 18.79	$ 23.27	$ 20.46
20	$ 17.62	$ 17.87	$ 18.99	$ 23.47	$ 20.66
21	$ 17.82	$ 18.07	$ 19.19	$ 23.67	$ 20.86
22	$ 18.02	$ 18.27	$ 19.39	$ 23.87	$ 21.06
23	$ 18.22	$ 18.47	$ 19.59	$ 24.07	$ 21.26
24	$ 18.42	$ 18.67	$ 19.79	$ 24.27	$ 21.46
25	$ 18.62	$ 18.87	$ 19.99	$ 24.47	$ 21.66
26	$ 18.82	$ 19.07	$ 20.19	$ 24.67	$ 21.86
27	$ 19.02	$ 19.27	$ 20.39	$ 24.87	$ 22.06
28	$ 19.22	$ 19.47	$ 20.59	$ 25.07	$ 22.26
29	$ 19.42	$ 19.67	$ 20.79	$ 25.27	$ 22.46
30	$ 19.62	$ 19.87	$ 20.99	$ 25.47	$ 22.66

Then starting in year 16 you would received base plus $0.20 per hour

FY 2025/26
Harrison Community Schools Support Staff

Step	Para Professionals	Behavior Para Professional	Clerk	Maint.	Secretary
1	$ 13.42	$ 13.67	$ 15.18	$ 18.53	$ 16.38
2	$ 14.10	$ 14.35	$ 15.88	$ 20.38	$ 17.19
3	$ 14.80	$ 15.05	$ 16.47	$ 21.20	$ 17.89
4	$ 15.54	$ 15.79	$ 16.92	$ 21.84	$ 18.42
5	$ 15.78	$ 16.03	$ 17.16	$ 21.92	$ 18.71
6	$ 16.01	$ 16.26	$ 17.39	$ 22.00	$ 18.98
7	$ 16.16	$ 16.41	$ 17.54	$ 22.10	$ 19.13
8	$ 16.30	$ 16.55	$ 17.69	$ 22.21	$ 19.27
9	$ 16.46	$ 16.71	$ 17.86	$ 22.31	$ 19.50
10	$ 16.51	$ 16.76	$ 17.91	$ 22.40	$ 19.58
11	$ 16.57	$ 16.82	$ 17.96	$ 22.49	$ 19.64
12	$ 16.62	$ 16.87	$ 18.02	$ 22.54	$ 19.70
13	$ 16.69	$ 16.94	$ 18.07	$ 22.59	$ 19.75
14	$ 16.74	$ 16.99	$ 18.12	$ 22.64	$ 19.80
15	$ 16.79	$ 17.04	$ 18.17	$ 22.69	$ 19.86
16	$ 16.99	$ 17.24	$ 18.37	$ 22.89	$ 20.06
17	$ 17.19	$ 17.44	$ 18.57	$ 23.09	$ 20.26
18	$ 17.39	$ 17.64	$ 18.77	$ 23.29	$ 20.46
19	$ 17.59	$ 17.84	$ 18.97	$ 23.49	$ 20.66
20	$ 17.79	$ 18.04	$ 19.17	$ 23.69	$ 20.86
21	$ 17.99	$ 18.24	$ 19.37	$ 23.89	$ 21.06
22	$ 18.19	$ 18.44	$ 19.57	$ 24.09	$ 21.26
23	$ 18.39	$ 18.64	$ 19.77	$ 24.29	$ 21.46
24	$ 18.59	$ 18.84	$ 19.97	$ 24.49	$ 21.66
25	$ 18.79	$ 19.04	$ 20.17	$ 24.69	$ 21.86
26	$ 18.99	$ 19.24	$ 20.37	$ 24.89	$ 22.06
27	$ 19.19	$ 19.44	$ 20.57	$ 25.09	$ 22.26
28	$ 19.39	$ 19.64	$ 20.77	$ 25.29	$ 22.46
29	$ 19.59	$ 19.84	$ 20.97	$ 25.49	$ 22.66
30	$ 19.79	$ 20.04	$ 21.17	$ 25.69	$ 22.86

Then starting in year 16 you would received base plus $0.20 per hour

FY 2026/27

Harrison Community Schools Support Staff

Step	Para Professionals	Behavior Para Professional	Clerk	Maint.	Secretary
1	$ 13.55	$ 13.80	$ 15.33	$ 18.72	$ 16.54
2	$ 14.24	$ 14.49	$ 16.04	$ 20.58	$ 17.36
3	$ 14.95	$ 15.20	$ 16.63	$ 21.41	$ 18.07
4	$ 15.70	$ 15.95	$ 17.09	$ 22.06	$ 18.60
5	$ 15.94	$ 16.19	$ 17.33	$ 22.14	$ 18.90
6	$ 16.17	$ 16.42	$ 17.56	$ 22.22	$ 19.17
7	$ 16.32	$ 16.57	$ 17.72	$ 22.32	$ 19.32
8	$ 16.46	$ 16.71	$ 17.87	$ 22.43	$ 19.46
9	$ 16.62	$ 16.87	$ 18.04	$ 22.53	$ 19.70
10	$ 16.68	$ 16.93	$ 18.09	$ 22.62	$ 19.78
11	$ 16.74	$ 16.99	$ 18.14	$ 22.71	$ 19.84
12	$ 16.79	$ 17.04	$ 18.20	$ 22.77	$ 19.90
13	$ 16.86	$ 17.11	$ 18.25	$ 22.82	$ 19.95
14	$ 16.91	$ 17.16	$ 18.30	$ 22.87	$ 20.00
15	$ 16.96	$ 17.21	$ 18.35	$ 22.92	$ 20.06
16	$ 17.16	$ 17.41	$ 18.55	$ 23.12	$ 20.26
17	$ 17.36	$ 17.61	$ 18.75	$ 23.32	$ 20.46
18	$ 17.56	$ 17.81	$ 18.95	$ 23.52	$ 20.66
19	$ 17.76	$ 18.01	$ 19.15	$ 23.72	$ 20.86
20	$ 17.96	$ 18.21	$ 19.35	$ 23.92	$ 21.06
21	$ 18.16	$ 18.41	$ 19.55	$ 24.12	$ 21.26
22	$ 18.36	$ 18.61	$ 19.75	$ 24.32	$ 21.46
23	$ 18.56	$ 18.81	$ 19.95	$ 24.52	$ 21.66
24	$ 18.76	$ 19.01	$ 20.15	$ 24.72	$ 21.86
25	$ 18.96	$ 19.21	$ 20.35	$ 24.92	$ 22.06
26	$ 19.16	$ 19.41	$ 20.55	$ 25.12	$ 22.26
27	$ 19.36	$ 19.61	$ 20.75	$ 25.32	$ 22.46
28	$ 19.56	$ 19.81	$ 20.95	$ 25.52	$ 22.66
29	$ 19.76	$ 20.01	$ 21.15	$ 25.72	$ 22.86
30	$ 19.96	$ 20.21	$ 21.35	$ 25.92	$ 23.06

Then starting in year 16 you would received base plus $0.20 per hour