

MASTER AGREEMENT

**HARRISON COMMUNITY SCHOOLS
BOARD OF EDUCATION**

and

**HARRISON EDUCATIONAL SUPPORT
PERSONNEL/MEA/NEA**

July 1, 2009 - June 30, 2010

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ARTICLE I
RECOGNITION AND AGREEMENT

- A. This is Agreement entered into this 14th day of December, 2009, by and between the Board of Education of the Harrison Community Schools, hereinafter called the "Board," and the Harrison Educational Support Personnel/MEA/NEA, hereinafter called the "Union."
- B. The Board recognizes the Union as the sole bargaining representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for the term of the agreement for the following personnel:
 - all full-time and regular maintenance employees, aides, secretaries, and clerks employed by the Board; but excluding substitute and temporary employees, the Superintendent's secretary, central office bookkeepers, supervisors and all others.
- C. Effective June 30, 2008, playground aides will be excluded from the bargaining unit.
- D. The Board agrees not to negotiate with or recognize any organization other than the Union for the duration of this Agreement as it applies to the personnel indicated supra.
- E. This is the continuing policy of the Board and the Union that provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age, disability or sex.
- F. The parties shall be bound by the terms of this Agreement:

ARTICLE II
BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code, the laws of the State, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc. shall include, by way of illustration, and not by way of limitations, the right to:

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the entire school system.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, subject to the conditions of this contract.
4. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operations, the means, methods and processes of carrying on the work.
5. Determine the qualifications of employees, including physical conditions, subject to the provisions of the laws.
6. Determine the policy affecting the selection, testing or training of employees.
7. Take whatever actions may be necessary in situations of emergency.

The Board shall continue to have the exclusive right to establish, modify or change any conditions except those covered by provisions of this master agreement.

B. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to: the establishment of educational policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees, not in conflict with this Agreement.

The Board and administrative staff shall be free to exercise all of its managerial rights and authority.

ARTICLE III
UNION ACTIVITIES

- A. The District agrees to provide access to all public information retained by the Administration in compliance with the provisions of the Michigan Freedom of Information Act of 1976. The Union and its agents shall provide the employer information necessary for negotiations and grievance processing.
- B. The Union shall have the right to use school buildings in compliance with established Board of Education policy regarding public use of such facilities.
- C. Union representatives shall be allowed to visit schools during working hours provided the building administrator is notified in advance. Such visits shall not interfere with the normal performance of duties by the employees or the normal function of the school or occur during working hours without the employer's permission.
- D. A bulletin board shall be made available to the Union.
- E. Union representatives shall be allowed to use school phones or receive calls pertaining to Union affairs at all reasonable times provided such use of the phones does not interfere with normal work schedules. Any expense of toll calls shall be paid by the Union.
- F. Emergency phone calls and messages shall be delivered to the employee immediately. Facilities for use of the telephone by employees shall be made available.
- G. At the beginning of the school year the Union shall be credited with five (5) paid days to be used by the members who are officers or representatives of the Union. Such use to be at the discretion of the Union. No more than three (3) persons shall use these days on any one (1) day and no more than two (2) from a worksite. 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 the such days.

ARTICLE IV
AGENCY SHOP

- A. Any employee who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall as a condition of employment pay as a service fee to the Union an amount equivalent to the dues uniformly required to be paid by members of the Union, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in Article V. In the event that an employee shall not pay such service fee directly to the Union or authorize payment through payroll deduction, as provided by this Agreement, the Board shall, at the request of the Union, make involuntary payroll deduction as set forth below.
1. The procedure in all cases of non-payment of the Service Fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of non-compliance 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.
 - b. If the bargaining unit member fails to remit the Service Fee or authorize deduction for same, the Union may request the Board to make such deduction pursuant to Paragraph A above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction for same.
- B. Pursuant to *Chicago Teachers' Union v Hudson*, 106 S Ct 1066 (1986), the Union 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-Union bargaining unit members. The remedies set forth in that Policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- C. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to members until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

- D. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of dues, assessments, and contributions in the Association as established by the Association. Such authorization shall continue in effect until revoked. Pursuant to such authorization, the District shall deduct dues, assessments and voluntary contributions in incremental amounts during the school year. The District agrees to promptly remit to the Union all monies so deducted, accompanied by a list of employees from whom the deductions have been made.

Nothing in this Article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions. The Association shall reimburse the Board for the administrative costs incurred in connection with making payroll deductions (not to exceed fifty (50) cents per contributor per calendar year) for bargaining unit member voluntary political contributions or deductions to the above funds. The Board shall submit the invoice directly to MEA-PAC.

- E. The Board shall, upon joint approval of the Association and Board, also make payroll deduction or direct deposit upon written authorization from employees for annuities, credit unions or FDIC institutions, savings bonds or any other approved plans or programs.
- F. The Association will certify at least annually to the District, the amount of said professional fees and the amount of service fees to be deducted by the District, and that said service fees include only those amounts permitted by the Agreement and by law. This notice shall be provided at least ten (10) days prior to the first deduction.

The Association also agrees to furnish the District, upon request, with all information necessary for the District to review the legal sufficiency of the Association's procedures whereby non-members of the Administration can challenge service fees established by the Association as well as with respect to the proper identification and allocation of Association expenditures which have been characterized by the Association as properly chargeable to bargaining unit members who do not choose to become members of the Association.

The Association promptly agrees to notify the District of any future litigation where an order has been issued preventing the Association from implementing its "Policy Regarding Objections to Political-Ideological Expenditures" or any successor policy pertaining to the same subject matter. In such event, the District shall have the right to suspend the involuntary wage deduction procedures, specified herein for non-Union bargaining unit members.

Should such involuntary payroll deduction become legally disallowed, the Employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment. Required procedural due process shall be observed.

- G. Save Harmless Clause – In the event of legal action against the Employer (including each Board member, administrator or other District employee) brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel provided:
1. The District gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. The District gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available, to the extent that such information is subject to lawful discovery.
- H. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the District and the Association.

ARTICLE V
PAYROLL DEDUCTIONS/DIRECT DEPOSITS

- A. The Board shall deduct from the pay of each employee, from whom it receives written authorization to do so, the amount for the payment of Union dues. Such dues shall be forwarded to the Union no later than twenty (20) days after the deductions were made. A monthly billing including names of employees shall be submitted to the Board by the Union.
- B. The Board shall allow direct deposits to participating Credit Union's and FDIC approved institutions by employees from whom it receives a written authorization to do so.
- C. The Board may make other payroll deductions for Board approved programs.

ARTICLE VI
HOURS OF WORK

- A. The Board reserves the right to set the hours of work for all employees covered by this Agreement. A permanent change in the starting time and/or hours worked, except for summer schedules, shall not be made until the Board has given a five (5) day notice to the Union and the affected employee(s). The Board reserves the right to change an employee's starting time. Non permanent changes in the hours of work of employees may be made with 24 hour notice except in cases of emergency or with mutual agreement between the building administrator or supervisor and employee.
- B. The Board agrees to pay overtime under the following conditions:
1. Time-and-one-half (1 1/2) shall be paid for any hours worked in excess of forty (40) hours in the employee's regular work week. Paid leave time will not be considered as hours worked.
 2. Advance notice of overtime shall be given to the affected employee(s) as soon as possible.
 3. Double time shall be paid for hours worked on Sunday.
- C. Employees required to work on a paid holiday shall be paid time-and-one-half (1 1/2) plus holiday pay for that day if they are entitled to holiday pay.
- D. Employees will be required to notify their immediate supervisor when they are going to be absent from work. Notification may be by phone and/or an internet based leave request system. The immediate supervisor will be notified, if possible, the night before. Employees 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.
- E. 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.
- F. Employees 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).

G. Employees listed below shall continue to receive a paid one-half (½) hour duty free lunch period.

L. Cooper
J. Anderson
D. Lizyness
P. Norton
R. Bringold

H. The work day for all employees shall include one fifteen (15) minute relief period within each 3 ½ hours worked. Relief periods shall be scheduled, as per prior practice, according to the needs of the building operation.

I. Lunch periods will be scheduled in cooperation with the building administrators or supervisors.

ARTICLE VII
PAID LEAVES

- A. Each twelve (12) month employee shall be entitled to twelve (12) sick days per year and all other employees shall be entitled to ten (10) sick days per year for the purpose of illness, injury or disability of the employee. Regular twelve (12) month part-time employees shall receive twelve (12) days. Sick days shall be prorated according to the number of regular part-time hours that they are assigned. (Sick days may be used in whole days or one-hour increments.)

Unused sick leave shall accumulate to a maximum of one hundred five (105) days. An unused sick leave day which accumulates shall be defined according to H below.

- B. The employee may use up to ten (10) of the above sick leave days per year (with the approval of his/her supervisor) for illness in the immediate family which requires the employee's presence. These family sick days may be used only in half day or full day increments.

For the purpose of this paragraph "immediate family" shall include the employee's spouse, children, parents, step-parents, spouse's parents, grandchildren, and all persons living in the employee's household.

- C. At the beginning of every school year, each employee shall be credited with the number of hours equivalent to three (3) days to be used for the employee's personal business. The employee shall give two (2) days written notice to the immediate supervisor, except in cases of emergency or when used to offset any work loss due to inclement weather. These days may be used for any personal business of the nature which cannot be handled at the time the employee is normally not working. (Personal days may be used in whole day or one hour increments.)

Personal business hours shall not be granted for the day immediately preceding or following scheduled breaks in the school calendar or during the last five (5) days of each school year unless used to offset any work loss due to inclement weather.

The following days are considered "breaks in the school calendar."

- Labor Day Weekend
- Thanksgiving Weekend
- Christmas Break
- Spring Break
- Good Friday
- Deer Season Opening, November 15th (when it occurs on a workday)
- Memorial Day Weekend

Normally no more than two (2) requests from any classification will be granted on any given day. The board reserves the right to deny said request if the operational needs of the district merit said denial.

Accumulated personal leave days shall accrue as sick days. On the last day of the school year support staff with three (3) personal days will be credited with two (2) sick days and support staff with two (2) personal leave days will be credited with one (1) sick day.

- D. The employee shall be allowed up to five (5) days leave, without loss of compensation, for a death of spouse, children of employee or spouse or parents of employee or spouse. Three (3) days leave shall be allowed for a death of grandmother and grandfather of employee or spouse, grandchildren of employee or spouse, brother or sister of employee or spouse; aunt or uncle of employee; or others at the discretion of the Superintendent or his designee. Such leave will not be deducted from accumulated sick leave.
- E. Employees ordered to jury duty, excluding employees who volunteer for jury duty, shall be paid the difference between the day's wages and the juror fee paid by the court for jury duty. The employee must submit the court payment voucher to receive payment. If the employee is released from jury duty prior to the end of his/her shift, the employee shall contact the supervisor to determine whether to report to work.
- F. Upon retirement, employees shall receive payment for one-half ($\frac{1}{2}$) of their accumulated sick days up to ninety-five (95) days accumulation. To be eligible for this benefit the employee must retire in accordance with provisions of MPSERS, and the employee must have completed at least twelve (12) years of service with the Harrison Community Schools; or in the event of the death of a member, payment shall be made to the employee's estate. Should the employee retire, from the District with eighteen (18) years service, and retire in accordance with provisions of MPSERS, then the employee shall receive payment for three-fourths ($\frac{3}{4}$) of their accumulated sick days, up to ninety-five (95) days accumulation. An accumulated sick day shall be defined according to section H. below.
- G. Any employee subpoenaed to court shall not suffer a loss in pay, nor shall the days be deducted from the employee's paid leave days if the matter is directly related to school business.
- H. A day shall be defined as the number of hours per day an employee normally works.
- I. Employees found to have a pattern of inappropriate use of paid leave time or excessive absenteeism or who have exhausted paid leave time and continue to miss work may be subject to disciplinary action up to and including dismissal.

J. FMLA

1. The Family and Medical Leave Act of 1993 (FMLA) provides that an eligible employee shall be entitled to a total of 12 work weeks of leave during any 12-month period for one or more of the following:
 - a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
 - b. Because of the placement of a son or daughter with the employee for adoption or foster care.
 - c. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
 - d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
2. For a serious health condition, an eligible employee may elect to substitute any of the accrued paid personal leave or sick leave of the employee for leave. Paid leave time, where applicable, shall count toward FMLA.
3. Leaves of absence, up to a maximum of twelve work weeks as provided by the FMLA, without pay, will be granted by the Board upon application for a serious health condition of the employee, of a spouse, son or daughter, or parent.
4. During this twelve work week absence, the employee will be entitled to Board paid health insurance protection as if the employee was currently working. If the employee voluntarily fails to return upon completion of the leave and the employee fails to return to work for a reason other than the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave under subparagraph (C) or (D) of Section 2612(a)(1) of the FMLA – or other circumstances beyond the control of the employee, the employee shall reimburse the District health insurance premiums paid by the employer.
5. “Parent” means the biological parent or an individual who stood in *loco parentis* to an employee. The term “son or daughter” is defined as biological, adopted, or foster child, a stepchild, legal ward, or a child of a person standing in *loco parentis*.
6. “Serious health condition” means an injury, illness, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

7. All provisions and procedures contained within this Article will conform to the statutory requirements provided under the federal FMLA.
8. Seniority shall accrue for 60 days during an FMLA leave of absence.

ARTICLE VIII
UNPAID LEAVES

- A. A leave of absence without pay and without loss of seniority shall be granted for periods of time not to exceed one (1) year for personal physical or mental illness subject to medical documentation.
- B. Leaves of absence without pay of up to one (1) year shall be granted for the purpose of child care.
- C. Except in cases of an emergency nature, the employee will notify the Board, in writing, thirty (30) days prior to the start of the leave.
- D. All reasons for leaves of absence shall be in writing stating the reason(s) for the request and the approximate length of leave requested. Leaves may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board. Extensions on any leaves of absence may be granted at the discretion of the Board.
- E. Any employee on sick leave who has exhausted his/her sick leave, personal days and vacation time and is unable to return to work and is not receiving any compensation may request a leave of absence without pay for a period not to exceed one (1) year from the commencement of unpaid leave.
- F. Any employee who does not report back to work by the expiration date as set forth on his/her leave of absence notice, or who does not receive an approved extension, except as herein provided, will be considered to have voluntarily terminated his/her employment.
- G. The above leaves may be extended upon written application of the employee with advance approval of the Board prior to the expiration date. Requests for extensions shall be submitted at least 30 days prior to expiration with an accompanying medical statement in cases of medical or disability leaves.

The employee must provide the Board with at least thirty (30) days' notice of intent to return with accompanying medical statement, in cases of medical or disability leaves.

The employee may request a return to work prior to the anticipated termination of said leave because of a change in circumstances. In such cases of an early return, the employee will return to the prior position if held by a substitute or vacant position within former classification.

- H. Upon return from a leave of absence of one year or less the employee shall be returned to his/her former position even if the position was temporarily granted to a higher-senior employee. If his/her former position no longer exists, the employee shall be returned to a position of equivalent hours in his/her former classification to which his/her seniority entitles him/her. Upon return from a leave of absence of longer than one year, the employee shall return to a vacancy in his/her former classification.

Any employee displaced as a result of a bargaining unit member returning from leave of absence shall be placed in his/her former position: if the employee's former position does not exist, he/she shall be placed in a position to which his/her seniority entitles him/her.

- I. 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. Only one request per person per year will be granted. The intent is that an individual will be absent once for use of these days which could result in the use of one or more days consecutively up to the maximum of five (5). 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.
- J. During unpaid leave the district shall not be obligated, except under FMLA, to continue the employee's insurance coverage. The employee may continue coverage per COBRA rights as may be applicable. Health insurance coverage may be available through long-term disability or workers' compensation plans.
- K. Seniority shall accrue for the first sixty (60) work days of an unpaid leave. Seniority shall freeze and not accrue beginning the sixty-first (61st) day from the commencement of unpaid leave and will continue as such for the remainder of the leave.

ARTICLE IX
DISCIPLINE

- A. No non-probationary employee shall be disciplined without just cause. Due process shall be followed in all discipline cases.
- 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 seniority employee to the Union within five (5) working days of such action.
- D. The discipline or discharge of a probationary employee is not subject to review through the provisions of Article XVII Grievance Procedure or subject to just cause.
- E. The Board may maintain a permanent disciplinary record in the employee's personnel file.
- F. In any case of discipline or discharge, the employee shall have the right to Union representation at any meeting or hearing scheduled for the purpose of discipline or discharge, at the employee's request, provided the meeting occurs within one (1) day.
- G. 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 X
PERSONNEL RECORDS

- A. No material originating after the initial employment shall be placed in an employee's personnel record unless he/she has had an opportunity to review the material. The employee may submit a written notation regarding any material, and the same shall be attached to the material in question. If an employee is requested to sign material to be placed in his/her file, signature thereon shall be understood to indicate his/her awareness of the material, but in no instance shall signature be interpreted to mean agreement with the material's contents.
- B. All employees shall have the right to review the contents of their personnel files, with the exception of any confidential information such as letters or recommendation obtained at the time of hiring.
- C. Each employee shall be informed on a bi-weekly basis of his/her accumulated sick leave, personal leave and vacation time. This information shall be included on the regular payroll stub. The official record shall be the employee's attendance record maintained in the Central Office.

ARTICLE XI
TRAINING AND EDUCATION

- A. The Board will pay an amount equivalent to the regular hourly wage for attendance required by the local district at any training sessions for employees. The Board will pay mileage as per Board policy for required travel to such sessions and for any other required travel.

ARTICLE XII
EQUIPMENT AND CLOTHING

- A. Employees 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.
- B. Uniforms shall be furnished to maintenance personnel. They shall receive seven (7) shirts and seven (7) pants.
- C. Any safety hazard or dangerous situation that is reported to the Administration shall be investigated as soon as possible.
- D. Maintenance 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.
- E. The Union and the Board agree that appropriate apparel is important to the maintenance of professionalism necessary for the ongoing business of the district. The parties agree that two (2) representatives will be designated by the Board and two (2) representatives will be designated by the Union to form an on-going ad hoc committee to develop parameters that both parties can adhere to.

ARTICLE XIII
VACANCIES

- A. A permanent vacancy shall be defined as:
1. A newly created position.
 2. An existing permanent position that is not filled and the Board intends on filling including positions in cases where an employee has been on an unpaid leave for more than one year.
- B. The Board shall make every attempt to fill a vacancy within ten (10) working days.
- Vacancies within the bargaining unit shall be posted in a conspicuous place in each building of the school district during the regular school year for a period of seven (7) calendar days. The following format will be used to advertise such vacant positions:
1. Classification;
 2. Qualifications as per job description;
 3. Rate of Pay.
 4. Number of normal weekly hours;
 5. Probable job site.
- C. A copy of summer postings of job openings shall be mailed promptly to the Union President and to building representatives as designated by the Union President. The list of representatives will be presented by May 15 of each year of this contract.
- The Employer will provide a form, at the Superintendent's office, on which an employee must indicate their interest in a specific position by June 1 of each school year. If a vacancy occurs during the summer in that position(s), the employee shall also be mailed a copy of the summer posting if they have filed the annual form.
- D. Any employee may apply for a vacancy by submitting a written request to the Superintendent or his designated representative within the posted period.
- E. Positions shall be filled by the most senior qualified employee within the classification applying for the position as determined by the employer, including, but not limited to, the employee's prior evaluations, skills and abilities.
- F. 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.
1. When two or more equally qualified employees apply for the vacancy, the employee with the most District seniority shall be granted the position.
 2. 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.

3. 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.
- G. 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 his/her classification with the same number or fewer hours than they worked in the previous position.
- Administration will not be required to return the employee to their previous position, but will make the move that is least disruptive to operations.
- 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.
- H. 1. If an employee takes a leave of absence that lasts more than 60 work days or as soon as the leave becomes known to be more than 60 work days, the position shall be posted as a temporary vacancy.
2. Employees within the classification may apply for the temporary vacancy. The most senior qualified employee within the classification shall be awarded the vacancy.
 3. The position vacated by the employee awarded the position in # 2 above may be filled by a substitute until such time as the employee on leave, referenced in # 1 above, returns to work, or retires/resigns as per Article VIII, Unpaid Leaves.
 4. Replacements for leaves of up to sixty (60) work days shall be filled at the employer's discretion. Casual substitutes will generally be used for employee's absence unless if it is known at the commencement of the leave to be more than 60 work days. Bargaining unit members may sign up to serve as casual substitutes. Bargaining unit members who substitute in a higher paying classification shall be paid at the higher rate of pay after the 10th consecutive day as a substitute.

ARTICLE XIV
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 XXIV. 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 his/her 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 he/she: not return from a leave; retire; resign; or be discharged for cause.
- C. A new employee shall be considered to be probationary until he/she has 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:

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

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

In the event that no position is available with the same or greater number of hours either within the classification or another classification which is occupied by an employee with less seniority, the employee shall be entitled to a position within his/her classification with less but the most comparable number of hours occupied by the least senior employee.

If no such position within the classification is available, the employee shall be entitled to a position in another classification for which he/she is qualified and certified with less but the most comparable number of hours occupied by the least senior employee.

- G. Should vacancies occur in any job classification, they will be posted. (Article XIII) After all current employees have been placed laid-off employees shall be recalled on the basis of seniority provided they are qualified and certified-
- H. It shall be the responsibility of the employee to notify the Board of any change of address. Notice of recall shall be sent by certified mail to the employee's last known address. If the employee does not report to work within seven (7) work days of receipt of this notice, he/she shall be considered to be a voluntary quit.
- I. Employees on layoff shall accrue no additional seniority, but shall have their seniority frozen up to a maximum of twenty-four (24) months or the length of his/her seniority, whichever is less, after which the employee shall be terminated.
- J. A seniority list, by job classification as listed in Article XXIV, shall be maintained by the Board and shall be transmitted to the all employees by October 15th of each year. Any objections to the seniority list shall be submitted by November 15th. Thereafter, the list shall be final and conclusive.

ARTICLE XV
HOLIDAYS

- A. All regular twelve (12) month, full-time and part-time employees shall be paid for the following holidays, provided the holiday falls on the employee's regular work day (Monday-Friday).

Labor Day	Thanksgiving Day and Friday after
Christmas Eve Day	New Year's Eve Day
Christmas Day	New Year's Day
Memorial Day	Good Friday
Fourth of July	

- B. To qualify for holiday pay, the employee must work the scheduled work day immediately prior to or scheduled work day immediately following the holiday.
- C. Employees who do not satisfy the criteria outlined in B. *supra* due to personal illness or death in the immediate family (as specified in this Agreement), shall receive holiday pay. The Board may request verification in writing from a doctor of any such illness.
- D. The opening day of deer season shall be a paid holiday for all regular twelve (12) month employees provided the school calendar provides for this a non-student and non-staff day.
- E. If Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, or the Fourth of July falls on Saturday or Sunday, the Board shall designate Friday or Monday as day off with pay.
- F. Secretaries, aides, and clerks shall continue to have the same break periods as provided for in the school calendar. Days school is not in session for holiday or seasonal breaks shall not normally be work day for these employees.

ARTICLE XVI
VACATIONS

- A. All regular twelve (12) month, full-time and part-time employees covered by this Agreement shall be eligible for paid vacation according to the following schedule.
 - 1. Completion of one (1) year of service – five (5) working days paid vacation.
 - 2. Completion of two (2) years of service – ten (10) working days paid vacation.
 - 3. Completion of five (5) years of service – fifteen (15) working days paid vacation.
- B. To be eligible for vacation, an employee must have worked eighty-five percent (85%) of his/her regularly scheduled working hours for the qualifying period as defined below (C) paid leaves shall count as working hours.
- C. Vacation time shall be pro-rated from the date of employment to the first succeeding July 1, and thereafter shall be computed only from July 1 to June 30 each year so long as the individual remains in the employ of the Board.
- D. Vacation time must be scheduled upon approval by the Board or its designated representative in order to assure efficient operation of the school system.
- E. Any employee with at least twelve (12) months of employment with the Board who quits or retires shall receive payment for his/her credited vacation days.
- F. Employees transferring into regular twelve (12) month full time employee positions shall be awarded paid vacation days on a prorated basis. Based upon the proration, the member shall be placed in the appropriate category for eligibility of vacation in accordance with Article XVI of the collective bargaining Agreement.

All full time school year employees shall be prorated by calculating the total number of months of service divisible by twelve (12) to establish the total years of credit.

Employees working less than full time and moving into a regular twelve (12) month full time position shall be prorated by calculating the total number of months of service divisible by twelve (12) and that number shall be prorated by portion of an eight hour day worked in the previous job.

ARTICLE XVII

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation, misinterpretation or misapplication of the terms and conditions of this Agreement.
- B. Representatives for grievance processing shall be selected as follows:
 - 1. The Union shall designate representatives to handle grievances.
 - 2. The board designates the supervisor of employees and the Superintendent or his designated representative to act at Level Two as hereinafter described.
 - 3. Either party may change its representative by written notice to the other.
- C. The term “days” shall mean the day of the week. Monday-Friday, excluding Saturday, Sunday, Legal Holidays and the involved employee’s paid vacations which were scheduled prior to the occurrence of the alleged violation.
- D. Written grievances must conform to the following specifications:
 - 1. Must be signed by the Union or grievant;
 - 2. Must be specific concerning:
 - a. The section or subsection of the contract alleged to have been violated.
 - b. The date of the alleged violation;
 - c. The facts giving rise to the alleged violation;
 - d. The relief requested.
- E. Level One
 - 1. Any employee alleging a violation of the express provisions of this contract, shall within ten (10) days of the occurrence orally discuss the grievance with the immediate supervisor, with a Union representative present if the employee so requests, in an attempt to resolve the grievance.
 - 2. If no resolution is obtained within ten (10) days of the oral discussion prescribed in E(1) the grievance shall proceed to Level Two.
- F. Level Two
 - 1. An original copy of the written grievance shall be filed with the Superintendent or his designated agent within ten (10) days of the conclusion of Level One. Within ten (10) days of receipt of the written grievance, the Superintendent (or his/her designated agent), shall arrange a meeting with the grievant to discuss the grievance with a Union representative present if the grievant so requests.

2. Within ten (10) days of this meeting the Superintendent (or his designated agent), shall render his/her decision in writing, transmitting one (1) copy to the grievant, one (1) copy to the Union, one (1) copy to the grievant's supervisor, and one (1) copy in a permanent grievance file in his office.
3. If grievant is not satisfied with the response at Level Two, he/she or the Union representative shall within ten (10) days of receipt of the Level Two response file a copy of the written grievance, which contains the Level Two decision, with the Secretary of the Board.

G. Level Three

1. Upon proper application as specified in Level Two, the Board shall schedule an opportunity for grievant to present his/her complaint to the Board at the next scheduled Board meeting or within thirty (30) days.
2. Within ten (10) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold further hearings therein or further investigate the grievance.
3. One (1) copy of the decision of the Board shall be filed with each of the following:
 - a. Grievant
 - b. Grievant's representative
 - c. Superintendent
 - d. Board Secretary
 - e. Union

H. Level Four

Individual employees shall not have the right to process a grievance at Level Four.

1. If the union is not satisfied with the disposition of the grievance at Level Three, it may, within twenty (20) days after the decision of the Board is received, refer the matter for arbitration to the American Arbitration Association in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, one shall be selected in accordance with the rules of the American Arbitration Association. The rules of the American Arbitration Association shall likewise govern the arbitration proceeding.
2. Neither party may raise at Level Four a new defense or ground not previously disclosed to the other party.
3. The decision of the arbitrator shall be final and conclusive and binding upon the employees, the Board, and the Union, subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed in effect.

4. The powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify this Agreement.
 - b. He shall have no power to establish salary schedules.
 - c. He shall not hear any grievance barred in this agreement from the scope of the grievance procedure.
 - d. More than one grievance may not be considered by the arbitrator at the same time except upon expressed mutual consent and then only if they are of similar nature.
 - e. He shall not hear any matter involving a probationary employee or employee evaluation.
 5. The fees and expenses of the arbitrator shall be shared equally by the Union and the Board.
- I. Should the administrator or Board as specified herein fail to respond within the prescribed time limits, the grievance shall automatically proceed to the next level of the grievance procedure. Should the grievant or Union fail to process the grievance within the prescribed time limits, the grievance shall be considered withdrawn.
 - J. Time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
 - K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
 - L. Preparation, filing and investigation of grievances shall be done at times other than when an employee or participating Union representative is to be at their assigned duty stations.

Any employee required to take part in a grievance hearing, including arbitration, will be released from duty without loss of pay, when the hearing must be scheduled during said employee's working hours.

The Union agrees to reimburse the Board for the expense of hiring substitutes for employees released at Union request.

ARTICLE XVIII
GENERAL CONDITIONS

A. Inclement Weather and School Closings

1. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God, inclement weather, severe storms, fires, epidemic, health conditions or dispute with employees outside of the bargaining unit. When school is closed for the above stated reasons, employees will not be required to report to work. All employees will be compensated their regular daily wage for the first two (2) act of God school closure days.

Employees directed by their supervisor to work on either of the first two (2) act of God school closure days shall be paid for their actual hours worked in addition to their regular daily wage.

Days will be made up according to the official school calendar.

2.
 - a. Beginning with the third act of God school closure day, secretaries and maintenance shall make every effort to report for their regular full shift. If the employee cannot report or cannot report on time, the supervisor shall be notified. Employees will be paid for actual hours worked on these days at their regular rate of pay.
 - b. In the event of a delay or early release, all employees will be paid for actual hours worked.
 - c. Employees shall not be charged for a sick day or personal business day if it is scheduled to be taken when school is cancelled due to circumstances described above.

- B. An employee will be notified concerning any written complaint that is filed against him/her.
- C. Any case of assault on an employee shall be reported in writing to his supervisor.
- D. The Board shall furnish the Union with copies of this Agreement at no cost to the employee. Ten (10) additional copies shall be provided for the Union.

ARTICLE XIX
SAVINGS

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

ARTICLE XX
WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Board 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 in this Agreement; or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. No agreement, alteration, understanding or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the Board unless executed in writing and the same has been ratified by the Board and the Union. The waiver of any breach, term or condition of the agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XXI
NO STRIKE

- A. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that, during the life of this Agreement, its officers, representatives and members shall not, directly or indirectly engage in or assist in a strike action as said term is defined by the Public Employment Relations Act.

- B. The employer agrees that it will not lock out any employee during the term of the Agreement.

ARTICLE XXII
WORKING CONDITIONS

The employer shall reimburse the employee up to \$50.00 for the loss, damage or destruction of personal property which was used on school premises, provided it is not the result of employee negligence and such personal property was required by the employer and, it was not covered by the employee's insurance.

ARTICLE XXIII
JOB DUTIES AND EVALUATION

- A. All employees shall receive an appropriate job description listing the responsibilities for their job. Any evaluation of an employee's work performance shall be based upon the job description and job posting.
- B. All monitoring or observation of the work of each employee shall be conducted in person and with the full knowledge of the employee by the employee's immediate supervisor or another regularly employed administrator of the school district.
- C. If an employee disagrees with the evaluation he/she may submit a written response which shall be attached to the file copy of the evaluation in question. In no case shall the employee's signature on the evaluation form be construed to mean that he/she agrees with the contents of the evaluation.

ARTICLE XXIV
EMPLOYEE BENEFITS AND WAGES

A. Health Insurance For: All employees

The Board will pay following benefit dollars the following formula:

# of hours	Effective Jan 1, 2010
<u>worked per week</u>	\$1100 per month
37 or more hours	
	\$630 per month
30-36.9	
	no employer contribution
29.9 & Under	

The Board premium payments shall be made toward Blue Cross/Blue Shield Community Blue 15 with a Set-Seg HRA wrap plan. With \$100/\$200 deductible, \$0/\$20 prescription plan, and \$10.00 office visit. The employee shall be solely responsible for any premium costs beyond the employers contribution.

B. Term Life Insurance For: All employees

\$10,000 AD & D Fully paid Board Plan

C. Dental Insurance For: Secretaries
Clerks
Maintenance

50/50 Basic Services (Board Plan)
Fully paid

D. Long Term Disability For: All employees

Messa LTD Plan I

E. Vision For: All employees and families

Messa VSP-2 (employee and family)
Fully paid

F Cash-in-Lieu of Health Insurance For: All employees

Any employee who does not take health insurance coverage and is eligible for health insurance will have the \$100 per month in cash which may be redirected by a salary reduction agreement as authorized by Section 125 of the Internal Revenue Service Code.

G. Wage For: All employees

2009-2010

	AIDE	CLK	MAINT	SEC
1	9.96	10.16	13.32	12.78
2	10.60	10.80	14.06	13.30
3	11.39	11.54	14.72	14.17
4	12.32	12.53	15.47	14.93
5 (11 years)	12.93	13.16	16.25	15.70
6 (21 years)	13.20	13.43	16.57	16.01

Years of service to the District count toward the longevity step payment no matter in what job classification or combination of job classifications the years are accumulated.

H. Any insurance premium costs beyond the employer's contribution shall be deducted from employee wages pursuant to Section 125 Plan.

I. Special Features

All employees shall be paid for each inservice day worked. Employees shall be paid for actual hours worked for that day.

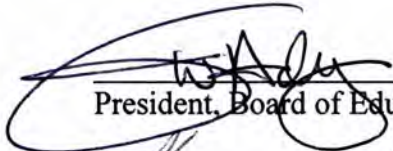
ARTICLE XXV
DURATION OF CONTRACT

- A. This Agreement shall continue in full force and effect until 11:59 pm, June 30, 2010.
- B. If either party desires to modify or to terminate this Agreement it shall have ninety (90) days prior to the termination date given written notice of modification or termination or withdraw the same prior to the termination date, this Agreement shall continue in full force and effect from year to year, thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current year of termination.
- C. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union and/or Board.
- D. The effective date of this Agreement is July 1, 2009.

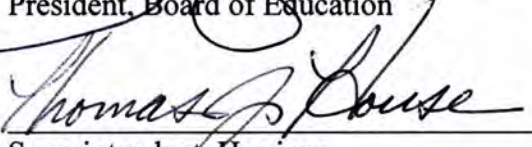
In Witness Whereof, the parties have caused this instrument to be executed by their duly authorized representatives the day and year first written above.

HARRISON COMMUNITY SCHOOLS

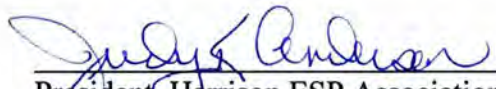
HARRISON EDUCATION
SUPPORT PERSONNEL / MEA / NEA



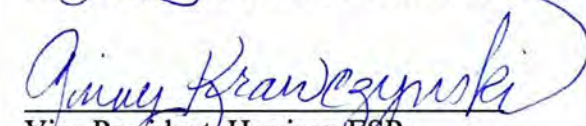
President, Board of Education



Superintendent, Harrison
Community Schools



President, Harrison ESP Association



Vice President, Harrison ESP
Association

HARRISON ESPA

GRIEVANCE FORM

Grievance No. _____

Date Grievance Occurred: _____

Initial Date Filed: _____

Name of Grievant: _____

Classification: _____

Statement of Grievance:

Section(s) or Subsection(s) of Contract Cited:

Relief Requested:

Signature of Grievant / Union Representative

Date

LEVEL I

Date of Level I meeting: _____

Signature / Immediate Supervisor

Date Oral Disposition Received: _____

Disposition: Satisfactory Unsatisfactory

Signature of Grievant / Union Representative

Date

LEVEL II

Date Received by Superintendent or Designee: _____

Disposition by Superintendent or Designee:

Signature of Superintendent / Designee Date

Disposition: Satisfactory Unsatisfactory

Signature of Union Representative Date

LEVEL III

Date Received by Secretary of Board of Education: _____

Disposition by Board of Education:

Signature of Board of Education Date

Disposition: Satisfactory Unsatisfactory

Signature of Union Representative Date

LEVEL IV

Date Filed for Arbitration: _____

Signature of Union Representative Date