

2015 AMENDMENTS  
TO THE

NON- CERTIFIED EMPLOYEES'  
MASTER CONTRACT  
BETWEEN THE  
ANDERSON FEDERATION  
OF  
TEACHERS  
AND THE  
ANDERSON SCHOOL BOARD

JUNE 29, 2010 through DECEMBER 31, 2018

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## ARTICLE VIII - GRIEVANCE PROCEDURE

### Grievance Procedure

- A. Grievance shall mean a complaint by an employee in the bargaining unit. As used in this Article, the term employee shall mean either (1) an individual employee, (2) a group of employees having the same grievance, or (3) the Union. Complaints not pursuant to the contract shall not be subject to arbitration.
- B. Procedures

#### Step 1

If an employee wishes to present a grievance, he/she must present the concern or complaint to the Principal or immediate Supervisor within thirty (30) working days following knowledge by the grievant of the act or condition which is the basis of the complaint. The employee, a Union building representative (if the employee so desires), the ombudsman or the ombudsman designee shall first discuss the problem with the immediate Supervisor in an effort to resolve the matter informally. The Supervisor may have equal assistance if he/she so desires.

#### Step 2

1. In order to advance the grievance from Step 1 to Step 2, the grievance must be submitted in writing to the grievant's immediate supervisor within eight (8) days of the Step 1 meeting. That written statement, must be on a standard grievance form, signed by the employee, detailing the facts of the grievance and stating the solution desired for satisfactory adjustment.
2. The immediate supervisor may meet with the employee and Union representative prior to making his/her decision. But in any event he must render his decision together with supporting reasons in writing within ten (10) working days of the submission of the grievance to him/her by the employee. Copies of the above statements shall go to the Superintendent and the Union President.

#### Step 3

1. Failing satisfactory settlement within such time limit the aggrieved employee may within five (5) working days appeal in writing to the Superintendent and shall set forth specifically the act or condition on which the grievance was based in the above steps and the grounds upon which the appeal is based.
2. The Superintendent or administrative designee shall meet with the Supervisor involved, if the Supervisor so desires, the employee and a

Union representative within ten (10) working days after receipt by him/her of such appeal and shall give his/her decision, together with supporting reasons, in writing to the employee within five (5) work days of such meeting. Copies of the above statements shall also go to the immediate Supervisor and the Union President.

#### Step 4

1. Failing satisfactory settlement with the Superintendent, the aggrieved employee may appeal in writing to the Board within five (5) working days of receiving the decision of the Superintendent or his/her administrative designee.
2. The Board or a sub-committee composed of three (3) members of the Board shall hold a private hearing within ten (10) working days of receipt of such appeal and after the next regular Board meeting shall render a decision, together with supporting reasons, in writing to the aggrieved and all parties concerned within ten (10) working days of such Board meeting.

#### Step 5

If either party fails to respond within the agreed time limits at any level of a grievance, the grievance will be advanced to the next step. Any extension of time limits shall be by mutual consent of the parties.

#### C. Arbitration

1. In the event a grievance shall not have been settled under the procedures in Step 4 “(2)” above, the Union may submit it to arbitration. The notice shall be filed with the arbitrator within ten (10) working days after receipt of the decision of the Board or the expiration of the time limits for making such decisions, whichever shall first occur. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceedings.
2. The arbitrator shall hear and decide only one (1) grievance in each case unless the School Board and Union decide otherwise. He/she shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator shall issue an opinion in writing setting forth his/her conclusions as to whether the contract has been breached together with the reasons therefore. If the arbitrator concludes that the contract has been breached, he/she will also state the remedy deemed appropriate. Copies of the opinion shall be sent to the Board, to the grievant and to the Union. The

opinion of the arbitrator shall be final and binding and implemented promptly.

3. The arbitrator shall be bound by and must comply with all of the terms of this agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this agreement.
4. The cost of the arbitrator shall be defrayed as follows: one half (1/2) by the grievant and one half (1/2) by the school corporation.

#### D. General Provisions

1. Any grievance as defined in "A" above not presented under the provisions of "B" above shall not thereafter be considered a grievance under this agreement. Failure to appeal the decision of any step within the specified time limits shall be considered acceptance by the aggrieved and such decision shall thereafter be binding upon the aggrieved and the Union. The time limits specified at any step may be extended in any particular instance by written agreement between both parties.
2. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. Every effort will be made to keep these meetings from interfering with the regular school program. "Persons proper to be present" for the purposes of this action are defined as an aggrieved employee or employees, appropriate Union representatives and qualified witnesses. When such meetings are held during working hours, all persons who participate shall be excused without loss of pay.
3. A grievance must be filed at Step 1 of this grievance procedure and processed through the steps. If the representative of the School Corporation does not have the authority to resolve the grievance, that person shall immediately notify the grievant of the status and forward to the next level.
4. The Union shall have the right to initiate a grievance or appeal from the disposition of a grievance of an employee or employees.
5. A representative of the Union shall have the right to be present at any meeting involving a grievance and no grievant will be required at any step of the grievance procedure to meet with any supervisor or administrator without Union representation.
6. Each Union representative shall be permitted when free from teaching or duty assignment to investigate and process grievances within his school.

7. The Chairman of the Union's Grievance Committee, when free from work assignments, shall be permitted to visit other schools to investigate and process grievances or to ascertain compliance with the provision of this agreement.
8. A grievance may be withdrawn by the Union at any time prior to arbitration.
9. No reprisal or punitive action of any kind shall be taken by either party against either party of interest or by a participant in the grievance procedure by reason of such participation.
10. If, at the aggrieved person's request, the Union is not present during the processing of a grievance, the grievance shall not be cited as precedent. No grievance which is not subject to arbitration shall be cited as precedent.
11. The grievance procedures provided in this agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.

E. Selection of Arbitrator

A panel of arbitrators mutually acceptable to the Anderson Board of School Trustees and the Union shall be established as follows:

The parties shall select a list of six (6) arbitrators within forty-five (45) calendar days of the date of signing of this agreement. The six (6) arbitrators will be listed alphabetically.

When and if the list is exhausted, then the parties will select a new panel.

**ARTICLE IX - EMPLOYMENT PRACTICES AND DISCIPLINE**

Section 1- Assignment and Job Security

- A. Employees newly hired into the Anderson Community School Corporation will be provided with the job requirements and procedures normally within ten (10) working days.
- B. The decision to retain in employment or sever from employment on the basis of questionable performance shall be made within the first ninety (90) calendar days of employment.

No later than the ninetieth (90<sup>th</sup>) calendar day of employment, the employee may be severed from employment. After the ninetieth (90<sup>th</sup>)

calendar day of employment, the employee shall become permanently assigned to the position he/she held on the ninetieth (90<sup>th</sup>) calendar day of employment.

- C. Any employee who has become permanently assigned to a position shall not be removed from that position except as a result of:
  - 1. Voluntary transfer
  - 2. Involuntary transfer
  - 3. Resignation
  - 4. Termination by action of the School Board
- D. Beyond his/her ninetieth (90<sup>th</sup>) calendar day of employment, an employee cannot be terminated by the employer except for just cause.

## Section 2 – Discipline

- 1. If an employee is requested to attend a conference that concerns possible disciplinary action, then the employee shall have the right to have Union representation present.
- 2. If a Supervisor believes that an employee under his/her direction is neglecting his/her duties, then the Supervisor may place that employee on warning. The Supervisor must so notify the employee in writing and include a specific description of the problem and detail how it can be eliminated. If, after thirty (30) days, the Supervisor believes it is warranted, he/she may recommend to the Superintendent of schools that the employee be terminated. The Superintendent, or his/her designee, shall meet and confer with the employee, the School Ombudsman, and the Supervisor. The Superintendent, or his designee, shall then either overrule the recommendation or endorse it and transmit it to the Board of Education for consideration by the Board. Warnings may remain in an employee's file for a period of up to 365 days and during that period may serve as the basis for progressive discipline. However, this provision does not apply to evaluation documents.
- 3. Before the School Board may take action on the termination of any employee for any reason, that employee shall have been afforded the opportunity of a hearing with the Personnel Committee of the School Board and may be represented by counsel, call witnesses in his/her behalf, cross examine witnesses of the employer, and present evidence as he/she might deem appropriate. Any Board decision which results in termination of an employee is subject to the grievance procedure, including arbitration.

4. Employees who are charged with insubordination, immorality or other misconduct constituting just cause may be suspended from work without pay pending a decision of the School Board on termination. If the suspended employee is found by the Board not to have been insubordinate or immoral, then he/she shall be immediately reinstated in his/her previous position with all rights restored and receive full pay for any time lost because of the suspension.
5. No employee shall have letters of reprimand or unsatisfactory evaluation placed in his/her personnel file without just cause.

### Section 3 – Political Choice

1. All employees of the school corporation shall have complete freedom of political activity when not engaged actively in their employment, provided such activity is within the laws of the United States of America and the State of Indiana, and provided that such action does not impair their usefulness in their respective capacities.
2. The right of any employee to work and to vote for the party and candidates of his choice shall never be questioned, abridged, or denied.
3. All employees shall be entirely free from political contributions of money, or other things of value, or engaging in any political work or activity against their wishes.

### Section 4 – Annual Evaluations

Annually every custodian will be evaluated with the custodian evaluation form, which is attached to this Agreement, and then customized for the specific position.

Annually every secretary will be evaluated with the secretarial evaluation form, which is attached to this Agreement.

## **ARTICLE X - WORKING CALENDAR**

### Section 1 – Category I

The working calendar for employees in Category I shall be all teacher work days.

### Section 2 – Category II

- A. All twelve (12) month employees in Category II and ten (10) month secretaries and elementary secretaries shall receive six (6) paid holidays during the Christmas break in addition to the four (4) specified in Article

XII, Section 6. They shall receive two (2) paid days during fall break and five (5) paid days during spring break. These five (5) days will include and not be in addition to the Friday, of spring break.

- B. The working calendar for ten (10) month employees shall begin ten (10) work days prior to the first student day of the school calendar and shall end five (5) work days after the last student day of the school calendar. The ten (10) month and elementary secretaries working calendar shall:
  - 1. Include all paid holidays
  - 2. Not include any week days during the spring, fall and Christmas breaks which are not paid holidays.
- C. Media aides shall work on the same days as the certified teachers in their buildings.

#### Section 3 – Category V

- A. All school nurses shall have the same working calendar as the school calendar adopted for certified teachers except the head nurse who shall report for two (2) work days prior to the work day teachers report and shall continue to work one (1) work day after certified teaches who have completed their work year.

#### Section 4 – Categories VI and VII

Category VI and VII employees shall work on all student days.

#### Section 5 – Student Snow Days and Shortened Student Days

- A. Unless otherwise notified, non-certified employees are to report and continue working on his/her normal work time on days of early release or delayed arrival. The first cancelled snow day of a school year, employees not having snow removal responsibilities do not have to report. After the first closed school day of the school year because of snow, non-certified employees, unless otherwise notified, will be required to report to work without additional pay or compensatory time. Employees who report to work on makeup days scheduled on Presidents' Day, Martin Luther King, Jr. Day, or any other paid holiday recognized in the collective bargaining agreement will be paid regular pay for the day and, in addition, will receive compensatory time in the amount of one additional day.
- B. If an employee is required to work on a day that other non-certified employees are not required to report (e.g. custodians and maintenance employees who are required to report on the first snow day of the year),

that employee is entitled to compensatory time commensurate at the time the employee worked.

- C. Should no student days be cancelled in a school year prior to the Friday before Spring Break, then the Friday before Spring Break shall be a paid non-work, non-student day for all unit employees. This provision shall not be interpreted in any manner in the school having less than the statutory requirement of the minimum number of student days in any one school year.
- D. During the negotiations which led up to the 2008 Bargaining Settlement for the 2008 Amendment to this Agreement, the parties resolved a grievance which settlement included in part agreement to clarify the situation where school is closed on a work day at no fault of the employee and that cancelled student day was rescheduled on either Martin Luther King, Jr. Day and/or President's Day. As part of the agreed upon clarification when such a fact situation occurs, the language in this subsection is controlling, notwithstanding any conflicting language which may exist in other sections of this Agreement. Where there is a cancelled student day on an employee work day the following will occur:

Cancelled Student Day. Those employees scheduled to work will receive their regular pay for the day even though they do not report to and actually work. Those employees who were required to and in fact do work on the cancelled student day that was a scheduled work day will receive, in addition to their regular pay, compensatory time in the amount of one additional day.

Rescheduled Day (Martin Luther King, Jr. Day and/or President's Day). Those classified employees who work on the rescheduled student day which occurs on either or both Martin Luther King, Jr. Day and/or President's Day will receive their regular pay for that day plus compensatory time in the amount of one additional day.

## Section 6 – Category X

The working calendar for employees in Category X shall be all teacher work days.

## ARTICLE XI - HOURS

### Section 1 – Aides

The daily working hours for aides shall be the same as those of the certified staff which whom they work.

### Section 2 – Elementary School Clerical Schedule

A. The normal work week shall be thirty-seven (37) hours. The daily schedule shall be optional: 7:30 a.m. to 4:00 p.m., Monday through Thursday and 7:30 a.m. to 3:30 p.m., Friday with one (1) hour for lunch or 7:45 a.m. to 3:45 p.m., Monday through Thursday and 7:45 a.m. to 3:15 p.m. Friday with one-half (1/2) hour for lunch. Any scheduled work over thirty-seven (37) hours in a week shall be considered overtime and shall be compensated at time and one-half (1/2) or through the granting of compensatory time off. Compensatory time shall be one and one-half (1 ½) times the number of overtime hours worked. Any overtime must be approved by the employee's immediate supervisor and an assistant superintendent.

B. Central Office Clerical Schedule

The normal work week shall be thirty-seven (37) hours. The daily schedule shall be from 7:30 A.M. to 4:00 P.M., and 7:30 A.M. to 3:30 P.M. on Friday with one (1) hour for lunch. Any scheduled work over thirty-seven (37) hours in a week shall be considered overtime and shall be compensated at time and a half or through the granting of compensatory time off. Compensatory time shall be one and one-half (1 ½) times the number of overtime hours worked. Any overtime must be approved by the immediate Supervisor. Arrangements can be made with the immediate Supervisor to work from 8:00 A.M. to 4:30 P.M. and 8:00 A.M. to 4:00 P.M. on Friday. The Superintendent may reduce the summer hours but with no reduction in pay.

C. Secondary School and C.I.T.E. Clerical Schedule

The normal work week shall be thirty-seven (37) hours (seven and one-half (7 ½) hours Monday-Thursday, seven (7) hours Friday). Each individual school Principal shall establish the employees' starting and stopping times and the length of the lunch period. Any work over thirty-seven (37) hours in a week shall be considered overtime and shall be compensated at time and a half or through the granting of compensatory time off. Compensatory time shall be one and one-half (1 ½) times the number of overtime hours worked. Any overtime must be approved by the Principal and Assistant Superintendent.

- D. Only twelve (12) month clerical employees will work during vacation times unless others are asked to work for emergency reasons.
- E. Break Time

A fifteen (15) minute break shall be permitted at or about the middle of the morning work schedule and another at or about the middle of the afternoon work schedule.

### Section 3 – Maintenance and Custodians

- A. The normal work week for Category III and Category IV shall be:
  - 1. Day Custodians - 40 hours excluding a lunch period
  - 2. Night employees - 40 hours including a one-half (1/2) hour lunch period
  - 3. Maintenance - 40 hours excluding lunch period
  - 4. Non-student days shall be forty (40) hour work week including a one half (1/2) hour duty-free lunch period.
  - 5. The normal work week begins at 12:00 midnight on Sunday.
  - 6. When conditions warrant (ice or snow), daytime custodians shall report no later than 6:00 A.M. and shall receive one (1) hour overtime.
  - 7. Category III and Category IV employees are on twenty-four (24) hour call for emergency situations. The employee shall receive a minimum of two (2) hours pay at time and a half the hourly rate for show-up time.
  - 8. Day shift is defined to be those who normally report at 4:00 A.M. to 12:00 noon, 6:00 A.M. to 2:00 P.M. and 7:00 A.M. to 4:00 P.M.
  - 9. No Friday work shall be left for Saturday or Sunday; all work must be done before leaving.
  - 10. No employee off work because of illness shall be allowed to work extra activities until he/she has returned to his/her job.

11. Any hours worked beyond the normal work week are over-time hours and shall be paid at one and one half (1 ½) times the hourly rate.
  - a. Any hours worked on Sunday or holidays shall be paid at two (2) times the hourly rate in addition to any holiday pay.
  - b. Overtime work shall be offered to custodians from a list compiled according to building seniority.
  - c. Custodians may refuse to work hours beyond the normal work week, and the overtime shall be offered to the next person on the list. No employee shall be offered a second opportunity for overtime until each person on the list has had his/her first opportunity.
  
12. Extra activities requiring extra set up and/or cleanup which, in the judgment of the principal, cannot be adequately handled by those conducting the activity shall require the use of custodial services.
  - a. The Custodian involved and the building principal shall meet to determine the amount of custodial time necessary. Should the building principal and the custodian disagree on the amount of time necessary, the custodian may grieve.
  - b. Any such work shall be in addition to the employee's work day and shall be compensated as overtime.
  - c. The custodian shall make a report of his/her time and charges to the principal who reports this to the Business Office.
  - d. Custodial pay for additional activities shall be paid within three (3) weeks of the event.
  
13. If an extra activity is held in the absence of a custodian as provided in Subsection 13 of this provision and area(s) used were not properly cleaned and/or restored for normal school use, then a custodian will restore the area during his/her regular shift.
  - a. The custodian will consult with the principal concerning the amount of time that will be needed to complete the restoration.
  - b. The involved custodian will complete his/her normal shift.

- c. Overtime equal to the time needed for the restoration will be offered according to Subsection 12 to complete the normal work load of the involved custodian.
  - B. A fifteen (15) minute break shall be permitted two (2) hours following the beginning of the shift and another two (2) hours following the lunch break. Those breaks shall not interrupt an emergency job which would create a problem if it were not continued. The break shall follow the passing of the emergency.
  - C. Other Duties – Week Days
    - a. To assist general maintenance wherever needed.
    - b. To serve as relief custodian on day shift when needed.

#### Section 4 – Nurses

- A. School nurses shall have the same hours as the teachers in the building where they work.

#### Section 5 – Media Aides

- A. The normal work week shall be thirty-three and three-fourths (33 and  $\frac{3}{4}$ ) hours.

#### Section 6 – In-School Detention Workers

- A. In-school detention workers shall work the same hours as the teachers in their school.
- B. The worker may be directed to work up to three (3) hours on Saturday, in which case the worker's hours will be reduced by the equivalent number of hours on Monday morning.

#### Section 7 – Category VIII Technology Specialist

- A. The technology specialists shall work the same hours as the maintenance staff.
- B. Working calendar will be the same as the maintenance classification.

#### Section 8 – Category IX Technology Support Specialist

- A. This position's hours are: 7 a.m. to 4 p.m. or 9: a.m. to 6 p.m.

- B. Working Calendar will be the same as the maintenance classification.

Section 9 – Category X Occupational and Physical Therapists

- A. The position’s hours are the same as the building at which they work the longest portion of their work week.
- B. The Working Calendar will be the same as the teachers.

**ARTICLE XII - WORKING CONDITIONS**

Section 1 – Special Assignments

Any special assignments which require an employee to be present before or after the normal work day shall be accepted on a voluntary basis only.

Section 2 – Employer Support

The employer shall provide a physically safe work place for all employees.

Section 3 – In-Service Training

- A. The Union and employer encourage on-going and meaningful in-service training for employees.
- B. The employer shall make available to all members of the bargaining unit three (3) apprenticeship programs for the positions of plumber, carpenter, and electrician.
  - 1. The employer shall provide, at least twice annually, opportunities for all unit members to be tested for admission into one of the apprentice programs, provided that the program is not full. The tests shall be selected with mutual agreement by the employer and the union. Also, by mutual agreement, the parties shall determine the minimum score required for admission.
  - 2. None of the three programs shall, at any time, have more than seven (7) participants. (Three (3) carpenters, two (2) plumbers, and two (2) electricians.)
  - 3. If any testing session produces more applicants scoring above the minimum score than there are openings in the program, then the openings shall be filled on the basis of test results from highest down in order.

4. If a member of the bargaining unit completes all of the requirements for a program within a continuous period of four (4) years, he/she shall be given written certification of such completion. If, after a period of five (5) years from the date of participant's entry in the program, he/she has not completed the requirements, he/she shall be eliminated from the program.
  - a. The requirements include successful completion of at least 576 classroom hours of specified instruction provided by the employer at no cost to the participant.
  - b. Any program shall include 1840 hours of work with a member of the bargaining unit while such member is performing his/her job requirements in that skill area of the program. The participant shall receive no pay for OJT, but the unit member shall receive \$1.00 per hour bonus for providing instruction. The employer will facilitate the OJT to be accomplished during the off shift of the participant.
  - c. A maximum of 300 hours per year for a maximum of 4 years (1,200 hours) may be acquired via release time during non-school periods should the employee retain a position that is subject to being released without replacement as determined by the employer (i.e. custodian). All remaining hours shall be acquired pursuant to Paragraph 4 (b).
  - d. Other requirements may be included only by mutual agreement of the employer and the Union.

#### Section 4 – Substitutes

- A. When custodial employees are absent from work for five (5) days or more for any reason during the regular school year, the employer shall employ substitutes to assume the duties of the absent employee. The substitutes are not required to be members of the bargaining unit. However, a substitute will be employed in the event of a custodial absence where the following conditions apply:
  1. Absent during the day shift;
  2. A student day; and
  3. The absence is in a position where that is the only custodial position during the day at that school.
- B. The employer shall secure substitutes when members of the regular school nurse staff are absent from their duties.

- C. Except secondary bookkeepers and high school registrars, a substitute will be procured when a school building secretary is absent.
- D. Substitute employees shall be employed according to the following terms:
  - 1. Substitute employees will be paid at a rate determined by the employer.
  - 2. The employer may use an individual for no more than a total of ninety (90) work days in a work year (July 1 through June 30) as a substitute employee, except when a substitute fills the position of either a Category No. II or Category No. III employee on approved leave which extends for more than ninety (90) consecutive days; or when the substitute has been substituting for absent employees in which case the substitute may remain in the position on terms determined by the employer under Sub-Paragraph (1).
  - 3. Substitute employees will only be employed in the capacity of replacing a regular full time employee who is off work due to situations as provided for in this Agreement.
  - 4. Except in situations covered by subparagraph (2), if there is a need for an individual to work beyond the stated ninety (90) days, the individual will then begin the employee probation period as outlined in Article IX, Section 1 of this Agreement.
  - 5. All fringe benefits shall be made available to the individual at the start of the employee probation period as outlined in Art. IX, Sect. 1 of this Agreement and consistent with provisions outlined in Art. XVI and XVII of this Agreement.
  - 6. Any employee who has been granted certain fringe benefits by the employer and then is covered by this Agreement shall not lose those fringe benefits and is grandfathered.

#### Section 5 – Paid Holidays

- 1. All employees in Categories I, II, III, and IV shall have the following paid holidays:

New Year's Eve Day

New Year's Day

Martin Luther King, Jr. Day

President's Day

Spring Break-Three days during spring break when there are no election days in the calendar year, four days during spring break when there is an

election day in a calendar year, and five days during spring break when there are two election days in a calendar year.

Memorial Day

Fourth of July for any 12 month employee

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve Day

Christmas Day

Martin Luther King, Jr. Day and President's Day shall not be holidays when those days must be used as student days. Twelve month employees will be granted a compensatory day off in lieu of the holiday which may be taken any time prior to the beginning of the next school year with the approval of the employee's supervisor, unless the holiday is an instructional make-up day (see Article X, Section 5(B)).

2. When Christmas Day and New Year's Day occur on Saturday or Sunday, the union and employer shall mutually agree to when the days shall be taken.

#### Section 6 – Vacations

- A. All twelve (12) month employees in Categories II, III, and IV shall be entitled to paid vacation days according to the following schedule beginning on July 1:

<u>Service</u>	<u>Days Paid Vacation</u>
1. Less than 1 year	1 day for each 3 months service or any part of three months service
2. More than 1 year but less than 2	5 days plus 1 day for each 3 months service, or any part of 3 months service over one year
3. More than 2 years but less than 7	10 days except for employees with more than 6 years shall receive 10 days plus 1 day for each 3 months service, or any part of 3 months service
4. More than 7 years but less than 13	15 days except for employees with more than 12 years shall receive 15 days plus 1 day for each 3 months service or any part of 3 months service
5. More than 13 years	20 days

- B. Vacations days may be scheduled by the employee throughout the school year subject to the approval of the immediate supervisor. Requests for vacation must be in writing and made at least two (2) weeks in advance. If more than one (1) custodial employee in the same building requests vacation time during the same work day(s), then the request of the most senior custodial employee will be honored and the other request(s) may be denied at the discretion of the immediate supervisor.
- C. Employees shall be paid for up to twenty-five per cent (25%) of their annual vacation allotment to which they are entitled but which is not taken. Payment shall be made after the completion of the work year. No vacation may be carried over from year to year.
- D. In the event that the retirement of an employee does not coincide with the end of a work year, he/she shall receive vacation pay for that year according to the following schedule:

SCHEDULE OF VACATION PAY (for retirees)

Up to 60 working days	-	25% of total Vacation Pay
61 to 120 working days	-	50% of total Vacation Pay
121 to 180 working days	-	75% of total Vacation Pay
More than 180 working days	-	100% of total Vacation Pay

- E. Any employee, regardless of work status, who is off work and has otherwise exhausted all paid leave shall be granted vacation days according to the foregoing schedule. In the calculation of the vacation earned, any fraction of a working day shall count as one day. Working days shall mean days paid directly by the corporation but excluding vacation days. An employee shall be eligible to take these vacation days at the same times as other employees in the same category unless an unpaid leave has been applied for, in which case, said vacation must be taken prior to the beginning of said leave.

Section 7 – Traveling Expenses

Employees who are required to use their personal vehicles on school business and who have received prior direct authorization from their immediate supervisor will be reimbursed mileage expenses computed using the then current mileage rate allowed by the Internal Revenue code. In order to receive the mileage reimbursement the employee shall submit a properly completed and approved mileage claim form.

## Section 8 – Uniforms and Dress Code

- a. Maintenance employees shall be required to wear rented uniforms with the employer paying one-half (1/2) the rental cost and the employee paying one-half (1/2) the rental cost in effect on May 1, 1996. The employer will pay the cost of any increase in the rental cost up to a total cost of \$7.50 per week at which point this paragraph will be subject to renegotiation. However, the highest share ever required of an employee shall be one-half (1/2).
- b. Custodial employees may voluntarily elect to wear uniforms on the same basis as maintenance employees. If more than 50% of the custodial employees elect to wear uniforms during the 1995-96 school year, then all custodial employees shall be required to wear uniforms beginning with the 1996-97 school year.
- c. In the event a change of uniform is necessary, a committee of six members with three (3) appointed by each party shall select the uniform.
- d. The applicable dress code for certain categories is attached to the 2010-2018 Collective Bargaining Agreement. For those categories who do not have a dress code, their code(s) will be established by a joint ACSC/AFT committee.
- e. The above employee reimbursement will only be applicable to those employees who are still working and received such a reimbursement in the 2014-2015 work year.

## Section 9 – Coordinator of Health Services

The head nurse (Coordinator of Health Services) will direct and supervise the implementation of the nursing program, including the evaluation of other nurses.

## **ARTICLE XIII - TRANSFERS AND LAYOFFS**

### Section 1 – Posting of Vacancies

1. All newly created positions or vacancies within the bargaining unit shall be posted within one week of their creation or notification by an employee that he/she is vacating a position.
2. Vacant positions shall be posted for a period of five (5) working days during which period all interested parties may apply. The posting will include the date of the posting and the last date that applications for transfer may be timely filed. The last date for application shall be five (5)

working days following the date of posting. Vacancies and new positions occurring after the end of the school year shall be posted for five (5) working days in the Administration Building.

## Section 2 – Application for Transfer

Any employee may make application for transfer to any position posted by submitting a written request for transfer to the Human Resources Department. If the request is granted the transferred employee will be provided with the job requirements and procedures normally within ten (10) working days.

## Section 3 – Filling Vacancies

1. The position shall be awarded to the most senior and qualified applicant from within the category to the vacant position.
  - a. If the position is for a plumber, carpenter, or electrician, then an applicant will be qualified only if he/she has an appropriate journeyman's card or has completed the appropriate apprenticeship program as provided in Sect. 3 of Art. XII. This provision may be waived by the written mutual agreement of the parties if the employee is currently enrolled in the appropriate apprenticeship program.
  - b. If there are no qualified applicants from within the category, then the position shall be awarded to the most qualified applicant from outside the category. If the qualifications of two (2) or more applicants are equal, then the position shall be awarded to the most senior of those applicants so qualified.
  - c. If it is clearly understood by all parties that if the employer fails to award a position to the most senior applicant IN ANY SITUATION, the burden of proof shall rest with the employer in proving qualifications.
2. If an unsuccessful applicant is dissatisfied with a placement decision, he/she may appeal in writing within five (5) working days to a review committee of four (4) persons, two (2) appointed by the employer and two (2) appointed by the Union. Said committee shall then determine whether the placement decision was proper. The decision of the committee shall be final with no right to grieve said decision. If a deadlock occurs, then the position shall be filled by the employer and the unsuccessful applicant shall have the right to grieve.

3. On or before the ninetieth (90<sup>th</sup>) calendar day following the voluntary transfer of an employee, his/her immediate Supervisor shall indicate to him/her in writing whether or not he/she is now permanently assigned to that position. However, if the previous assignment is filled, the employee shall be assigned to the least senior position in the employee's previous classification or sub-classification. If the employee is to be returned, the notification shall include specific written reasons as to why he was unacceptable in the new position. Supervisors shall not unreasonably return any employee and the reasons are subject to the grievance procedure.

If an employee is assigned to the least senior position available, the following July 1, that employee may return to their previous position if they have sufficient seniority to hold the position.

4. In buildings having a head custodian, the head custodian shall be selected in the following manner:
  - a. When a vacancy, which the employer intends to fill, occurs it shall be posted and filled as provided in Article XIII of this Agreement. Applications shall then be received for the position of head custodian. Notice shall be posted in the building in an area accessible to all custodians. Custodians within the building will then have five (5) working days to apply.
  - b. A committee shall then be formed to consider applications received. The committee shall consist of the three most senior custodians in the building who are not applicants for the positions, the building principal and the superintendent's designee. If there are an insufficient number of custodians in the building who are not applicants for the position, then the head custodian from all the buildings having a head custodian shall form a pool from which the members necessary to complete the committee shall be selected by lot.
  - c. The committee shall then convene, deliberate, and consider all applicants. The candidate receiving a majority of the votes from members of the committee shall be named to the position.
  - d. This section shall apply only to new vacancies in the positions of head custodian and shall not apply to head custodians in place at the time this section is adopted.

5. Maintenance supervisors shall be selected in the following manner:

Maintenance Supervisors will be referred to as Team Leaders. All team leaders will be grandfathered with the Maintenance Supervisor wage rate differential and also be eligible for all across the board wage increases for maintenance employees. At the time of the employment termination of each of the team leaders, the team leader title, job responsibilities, that are additional to the maintenance duties and wage rate differential will end. At the time the team leader vacates his position, that position will continue as a maintenance position unless the School Corporation determines to eliminate that position through attrition.

6. A Category 3 position may only be awarded one transfer per work year. One transfer a work year for a category 3 employee that results in a change of shift will not count towards this limit.

#### Section 4 – Involuntary Transfer

1. An involuntary transfer will be made only after a meeting between the employee involved and the appropriate administrator, at which time the employee will be notified of the reason therefore. The Union shall be present at such meeting. No employee will be transferred without just cause. The cause will be subject to arbitration.
2. An employee who has been involuntarily transferred shall have the following options:
  - a. The employee may select the position of the least senior employee in the same category whose normal work schedule includes at least the same number of annual hours provided the involuntarily transferred employee is senior to the one who would be replaced.
  - b. The employee may select the position of the least senior employee in the same category.
  - c. The employee may apply for any vacancy.
  - d. Incorporating an established past practice, in the event there are more than one involuntarily transferred employees in the same category then a like number of least senior employees of the same category will be identified. The most senior who has been involuntarily transferred may choose the position of his/her choice from the pool of identified positions or apply for an open position of any available at the time. The same procedure will continue until all involuntarily transferred employees are placed.

3. The Union and the Administration shall review secretarial and custodial requirements in all elementary schools after the reorganization of elementary schools and boundaries.

#### Section 5 – Layoffs

1. If it is determined that the number of employees in any category (as defined in Article I, Section 2) is to be reduced and such reduction requires an employee to be laid off, then the employee so laid off shall be the employee in that category with the least seniority.
2. Furloughed employees will be notified in order of their seniority when vacancies become available in their category. Members shall retain re-employment rights for a period of three (3) calendar years from the date of layoff. Maintenance employees who during the time of furlough work in a custodian position will extend the length of the recall period by the length of service in the custodian position during furlough.
3. However, when all furloughed employees of a given category have been recalled, other furloughed employees will then be recalled if needed in any category. The most senior shall be recalled in proper order. The furloughed employees may turn down any position outside their category without losing their recall rights. However, if furloughed employees accept positions outside their category, they will be allowed to return to their original category when vacancies become known, based on seniority.
4. The employer agrees to make no new hires unless laid-off member(s) do not qualify under categories available.

#### Section 6 – Building Closings

1. In the event of a building closing and there is a need to displace and involuntarily transfer an employee, the procedures of this sub-section shall apply to these categories of employees:
  - elementary secretaries and ten-month secondary secretaries;
  - nurses; and
  - custodians.
2. In the event of a building closing there will not be the involuntary transfer of covered employees pursuant to section 6.1 above, but rather the following groups will be considered a pool:
  - One pool of all remaining elementary and ten-month secondary secretaries;

- One pool of all remaining custodians;
  - One pool of all remaining nurses.
3. The least senior employee(s) will be laid off within each pool so that there is the same number of remaining employees within the pool as to the remaining pool positions.
  4. The remaining employees in each respective pool will select by seniority from the remaining position. This selection process will occur at a meeting held on one day at which the remaining employees may select their new position personally or by a proxy attending the meeting. All proxies to be recognized must have a written designation of the person to be present at the meeting who has full authority to select a remaining position. If the remaining employee is not present at the meeting in person or the proxy does not attend the meeting, then that employee will be assigned to the remaining position after all other employees have been given the opportunity to select.

#### Section 7 – The Application of Article VIII to Category 2 Classification.

The Category 2 classification will be sub-divided into four sub-classifications for the purpose of this Article. The Category 2 sub-classifications will be as follows:

- a) General Secretary;
- b) Building employees with financial responsibilities (School Treasurer);
- c) School building registrar and school building secretary to the counselors.
- d) A separate classification with the following three positions:
  - Central Office – Benefits Clerk;
  - Central Office – Payroll Clerk;
  - Central Office – Accounts Payable Clerk

Seniority will only be applicable within each sub-classification. If there is a vacancy within one of the four Category 2 sub-classifications, that vacancy will be posted both internally and externally. If one employee within the sub-classification applies for the vacancy within the same sub-classification, that employee will be selected for the vacancy. If more than one employee within the sub-classification applies for the vacancy, the vacancy will be awarded to the most senior employee within that sub-classification.

If there are no employees within that sub-classification applying but there are other applicants from the other Category 2 sub-classification, then those current employees who meet any minimum qualifications will be interviewed by a joint Interview Committee with individuals appointed by the AFT and ACSC. The

AFT appointed members of the Interview Committee will composed of at least thirty percent (30%) of the Interview Committee's membership.

All internal candidates will be interviewed and a determination made concerning their application prior to interviewing any external (non-employee) applicants.

## **ARTICLE XVI - FRINGE BENEFITS**

### Section 2 – Sick Leave

1. Each employee shall be entitled to be absent from work without loss of pay provided he/she has available sick days.
2. Each new employee shall receive three (3) sick days upon initial employment and shall have one (1) additional day added at the end of each month of employment completed before July 1.
3. On each July 1, every employee shall have added to his/her total of available sick days a number of days equal the number of months that he/she is employed annually, or ten (10) days, whichever is greater.
4. Unused sick days shall accumulate from year to year with unlimited accumulation. Commencing with the end of the 2004-2005 work year, the maximum sick leave accumulation shall be one hundred eighty (180) days.

The sick leave calculation will be applied at the end of each work year. At the start of each work year, an employee will have their accumulation up to the maximum and any additional leave entitlement for that work year. At the end of the work year any remaining days that are eligible to transfer to sick leave accumulation will transfer.

Also commencing at the end of the 2004-2005 work year and any work year thereafter in which an employee's sick leave accumulation has exceeded the maximum as defined above, that excess accumulation shall be designated as annual buy-back days and will be compensated at the rate of one-third of the employees then current daily rate. Half (1/2) day units will be compensated at the rate of one-sixth (1/6) of the employees then daily rate for each half day unit. Such compensation for annual buy-back days shall be paid to the employee's buyout account in the 401(a) Plan. These payments shall be made in 2005 as soon as possible following receipt of the Second Pension Bond proceeds and thereafter prior to the start of the new student school year.

5. After three (3) consecutive working days of absence by an employee due to illness, the employer may request that the employee provide a statement

from a licensed medical doctor stating the nature of the illness and stating specifically whether the employee is or is not then able to return to work.

6. Each full-time unit member shall be allowed up to ten (10) days per year and deducted from sick leave to attend to matters in case of illness, surgery or accident involving a member of the immediate family. Immediate family in this instance shall be defined as spouse, children, parents and others living in the home of the employee. Only ten (10) days per year may be used for this purpose.
7. When an employee reports to work but then leaves work due to illness, then the following rules shall apply:
  1. If the employee leaves at or before 1/3 of the work day has been completed, then a full day of sick leave shall be charged.
  2. If more than 1/3 of the work day has been completed, then 1/2 sick day leave shall be charged.

#### Section 8 – Bereavement Leave

In case of death(s) in the immediate family, the employee shall be provided with a paid leave of five (5) working days to attend to matters related to such deaths. Immediate family shall be interpreted as spouse, children, step-children, daughter-in-law, son-in-law, mother, father, step-mother, step-father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, spouse's grandparents, or any other member of the family unit living in the same household no matter what degree of relationship. These days must be utilized within a twenty-one (21) day period following the date of death except that one (1) day, if unused, may be reserved for use within a sixty (60) day period following the day of death. If more than one (1) death in the immediate family should occur during a work year, five (5) working days shall be granted for each. Under unusual circumstances, an employee may request that a bereavement leave commence on a later date than immediately following the death. Such requests shall be reviewed by the school employer on a case-by-case basis.

An employee may receive one (1) day of bereavement leave in the case of the death of an aunt, uncle, niece or a nephew plus three (3) additional days but the additional days shall be deducted from the employee's sick leave allotment.

**AMENDED FINANCIAL TERMS CONCEPTUALLY STATED**

**Wage Scale**

The Wage Scale effective July 1, 2015 and 2016 will be increased as follows:

2015	-	4%
2016	-	2%

**One-time stipend**

The following cash stipend will be paid in the following two (2) years:

2015	-	\$250.00
2016	-	\$375.00