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**ARTICLE I**  
**RECOGNITION**

- A. The Board hereby recognized the S.C.V.T.S. Support Staff Association for non-certificated employees as the exclusive and sole representative for purposes of collective negotiations concerning terms and conditions of employment for all eligible members of the unit employed by the Board. Eligible members of the unit include:

Support Service Persons  
Secretarial/Clerical Personnel  
Custodial/Maintenance Personnel  
Technician Personnel

Excluded from the unit are supervisory personnel, confidential staff, including but not limited to the Board Secretary/Administrative Secretary, the Supervisor for Buildings and Grounds, the Food Service Director, the Administrative Assistant to the Superintendent, the Confidential Secretary to the Superintendent, the Secretary to the Board Secretary/Treasurer and the Level II Confidential Secretary for Payroll and Records.

- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all personnel who are members of the negotiating unit as above defined, and references to male employees shall include female employees.
- C. For eligible employees of the bargaining unit, part-time shall be defined as those employees who are employed for twenty-eight (28) hours or less per week. Full-time eligible employees of the bargaining unit shall be defined to mean those employees who are employed for more than twenty-eight (28) hours per week.

**ARTICLE II**  
**NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over initial and successor Agreement(s) in accordance with Chapter 303, Public Laws for 1986, as amended by Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on mandated matters concerning the terms and conditions of employment. Such negotiations shall begin no later than the date mandated by PERC, and as applied to the calendar year in which this agreement expires, unless otherwise agreed to by the parties. Any Agreement so negotiated shall apply to all employees who are eligible for membership in the unit as defined in Article I of the Agreement and shall be reduced to writing, be signed by the Association and the Board, and be ratified by the Association and adopted by the Board.
- B. During the negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. In support of such negotiations, the Board shall make available all public information to the Association for inspection, pertinent records, data, and budget information of SCVTS.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals, in the course of

negotiations. Any tentative agreement reached shall be subject to final approval by a majority of the full Board and the Association.

- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. If any provisions of the Agreement, or any application of this Agreement to any employee or group of employees covered by the Agreement, is held to be contrary to statute, administrative code or judicial decision, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by statute, administrative code or judicial decision, but all other provisions or applications shall continue in full force and effect.

### **ARTICLE III** **GRIEVANCE PROCEDURE**

#### A. Definition

A "grievance" is a claim by an employee or the Association based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees, as per the interpretation or application of any of the provisions of this Agreement, Board policies, or administrative decisions affecting the above.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, a resolution of differences concerning the rights of all parties in matters which may from time to time arise affecting the terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Procedure

1. Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One

An employee with a grievance shall first discuss it with the principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. All grievances must be initiated at this level within twelve (12) calendar days after either employee or employees knew or should have known of the grievance.

3. Level Two

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within ten (10) calendar days after presentation of the grievance, the aggrieved person

may file the grievance in writing with the Superintendent within five (5) calendar days after the decision at Level One. On the same day, the immediate supervisor or the principal shall receive a copy of this grievance.

4. Level Three

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been rendered within ten (10) calendar days after the grievance was delivered to the Superintendent, the aggrieved person may within five (5) calendar days after decision by the Superintendent request in writing that the Association submit his or her grievance for review by the Board of Education. The Board, or committee of the Board, shall review the aggrieved person's case, shall hold a hearing with the grievant, if requested by the grievant, and shall render a decision in writing within fourteen (14) calendar days after a hearing has been held, or if no hearing has been requested, a decision will be rendered within thirty (30) calendar days of receipt of the grievance. Copies of the decision of the Board of Education shall be sent to the aggrieved, the principal and/or supervisor and the Association.

5. Level Four

- a. Grievances which remain unresolved to the satisfaction of the employee, after a decision has been rendered by the Board, may be submitted to advisory arbitration within thirty (30) calendar days following receipt of the Board's decision.
- b. Within thirty (30) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to PERC by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a 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 the final statements and proofs on the issues are submitted. The arbitrator's recommended decision shall be in writing and set forth findings of fact, reasoning and conclusions on the issues submitted.
- d. The costs for the services of the arbitrator, including per diem expenses and actual and necessary travel and subsistence expenses, if any, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses shall be paid by the party incurring same.
- e. The arbitrator's decision shall be binding for grievances regarding discipline or discharge for just cause; discipline may include discharge, suspension, fines or reprimands; the propriety of the discipline is subject to review by the arbitrator.

D. Rights of Employees to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present with a spokesman designated to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. Documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants.
2. Meetings and hearings under this procedure shall not be conducted in public, unless required by statute, administrative code or judicial decision and shall include only such parties in interest and their designated representative, heretofore referred to in the Article.
3. The parties agree to make every effort to resolve a grievance at the lowest possible level.
4. If a grievance addresses a matter affecting the entire bargaining unit, such grievance shall commence at Level Two with an informal conference with the Superintendent. If not satisfied with the outcome of this conference, the Association, within ten (10) calendar days of the conference, shall submit the grievance in writing to the Superintendent.

**ARTICLE IV**  
**SICK LEAVE**

- A. All ten (10) month employees shall be entitled to earn up to ten (10) days leave for illness or medical reasons each year. All twelve (12) month employees shall be entitled to earn up to twelve (12) days leave for illness or medical reasons each year. Unused sick or medical leave days shall accumulate from year-to-year. By September 30, each employee shall receive a written accounting of his/her accumulated sick leave.
- B. For the purpose of calculating sick/medical leave, the work year for twelve (12) month employees shall begin on July 1<sup>st</sup> and shall end on the following June 30<sup>th</sup>. For ten (10) month employees, the work year shall begin on September 1<sup>st</sup> and shall end on the following June 30<sup>th</sup>. Sick/medical leave is earned at the rate of one (1) day per month worked, but is granted in advance at the beginning of the employee's work year. Employees who are employed for less than a twelve (12) or ten (10) month period shall receive prorated sick leave based on the actual period they are employed.
- C. In order to receive compensation for sick/medical leave, call-in and return from absence procedures, as approved by the Board of Education, must be followed. The Board reserves the right to, at any time, require documentation for such absences and/or to require a second opinion from its designated physician.

D. Payment for Unused Sick Leave

With ten (10) years of consecutive service in the district and upon retirement to immediately collect a pension from TPAF or PERS:

1 <sup>st</sup> to 50 <sup>th</sup> day	\$25/day=	\$1,250.00
51 <sup>st</sup> to 100 <sup>th</sup> day	\$30/day=	\$1,500.00
101 <sup>st</sup> to 150 <sup>th</sup> day	\$35/day=	\$1,750.00
151 <sup>st</sup> to 200 <sup>th</sup> day	\$40/day	

Maximum payment = \$5,500

With seven (7) years of consecutive service in the district and upon termination due to a reduction in force the employee shall be paid twenty (\$25) dollars per day for each accumulated sick leave day.

**ARTICLE V**  
**LEAVE OF ABSENCE**

A. Emergency Leave

Two (2) days emergency leave shall be available to each employee per school year. These days shall be granted, provided at least three (3) days notice be given the Superintendent of intent to use said days, unless it is impossible to provide this notice. In such a case, notice shall be provided at the earliest feasible time. When three (3) days notice cannot be given, the reason for the same must be provided. Whenever 15% or more of the eligible members of the unit request emergency leave, the Superintendent shall have the option to deny additional requests if in his/her opinion there would be an adverse impact on the instructional program and/or if adequate substitutes cannot be obtained. Approval up to 15% will be based upon the order in which the requests are received by the building principal or responsible supervisor.

No use of an emergency day shall immediately precede or follow a vacation day and/or a holiday and no emergency day shall be used the first 10 school days or last 10 school days of school, except at the discretion of the superintendent. This leave shall not be cumulative, but unused emergency days shall be converted to sick days the following school year and be accumulated as sick days. Use of emergency leave shall be considered in the review of the employee" overall evaluation in respect to attendance.

Secretaries may take up to two (2) days without pay per year on those occasions when the Superintendent has declared a "liberal leave day" or a "recommended liberal leave day."

B. Bereavement Leave

1. Three (3) days per year to attend the death bed or funeral of a spouse, parent, child, sibling, mother, father, grandchild, mother-in-law, father-in-law, son or daughter-in-law or other person residing as a member of the employee's household. Unused emergency days may also be used, if needed. In the event of a death in the same year of a second person covered by this paragraph, the superintendent shall have the discretion to provide additional unpaid leave.

2. One (1) of the above three (3) days may be used to attend the funeral of an aunt, uncle, grandparent, brother or sister-in-law. Unused emergency days may also be used if needed.

## **ARTICLE VI** **TRANSFERS AND REASSIGNMENT**

### A. Notification of Vacancies

1. To the extent possible, the Superintendent, or his/her designee shall post in all school buildings a list of known vacancies when they occur, with a copy sent to the Association.
2. Employees desiring to fill such vacancies shall immediately notify their immediate supervisor in writing and shall send a copy of the request to the Superintendent.

## **ARTICLE VII** **PROFESSIONAL INCENTIVE PROGRAM**

- A. When employees are required to attend out-of-district meetings, workshops or conferences, the Board will pay the cost for registration fees, transportation, meals and other reasonable expenses incurred by the employee as a result of the workshop, conference or meeting for which the employee was directed to attend. Repayments are conditioned upon statutory, administrative code and judicial decisions and Board policy established for payment of employee expenses. Verification, subject to the approval of the Superintendent, shall be required for all expenses.

## **ARTICLE VIII** **INSURANCE AND BENEFITS**

### A. Health Coverage

For eligible members of the unit employed on a regular basis for more than twenty-eight (28) hours per week, the Board shall, after the probationary period, pay the full cost of the basic health care plan approved by the Board for the employee. The basic health insurance plan shall be used for prescription drugs. The Board shall pay 80% of the difference between the cost of the employee only plan, and the employee and spouse or employee and child plan, or family plan dependent upon employee eligibility.

Any additional cost imposed by the Board of Education health benefits carrier will not automatically be paid by the Board, but shall be subject to negotiations between the parties at such a time when the next contract is negotiated.

### B. Dental Plan

For eligible full-time aides, custodians, maintenance persons, technicians and secretaries, the board shall pay up to eight hundred dollars (\$800) of the premium for each eligible employee and dependent.

The Board's contribution for eligible full-time aides, custodians, maintenance persons, technicians, secretaries and their dependent(s) hired after June 30, 1998 shall be:

1 <sup>st</sup> year of employment	\$500
2 <sup>nd</sup> year of employment	\$600
3 <sup>rd</sup> year of employment	\$650
4 <sup>th</sup> year of employment	<u>\$800</u>

**ARTICLE IX**  
**VACATIONS**

- A. 1. Vacation for regular, full-time twelve (12) month employees covered by this Contract shall be earned at the rate of .83 days per months worked (possible ten (10) days per year.) After five (5) continuous years of service, one (1) additional day of vacation per year shall be accrued at the sixth (6), seventh (7), eighth (8), ninth (9) and tenth (10) years of employment until a maximum of fifteen (15) days is reached. After ten (10) or more years of continuous unbroken service to the district, vacation time shall be earned at the rate of 1.25 days per months worked (possible fifteen (15) days per year.) Accrued vacation time may not be used until the start of the next fiscal year.
2. Part-time twelve (12) month employees shall receive a prorated share of vacation, e.g. an employee working three (3) full days per week will receive three-fifths (3/5) of the vacation entitlement of a full-time secretary with equal years of service, and an employee working one-half (1/2) day each day of the work week shall receive the same vacation entitlement as a full-time secretary with equal years of service, prorated on one-half (1/2) days.
3. Unpaid leave of absence shall not constitute breaks in continuous, unbroken service, but time spent on such leaves shall not count toward determining vacation entitlements.
- B. Vacation may not normally be taken for the two week period immediately preceding the opening of school in the fall. Ten (10) month employees covered by this contract are not eligible to accumulate vacation time. No more than five (5) vacation days may be carried annually from one fiscal year to the next. Fiscal years begin on July 1<sup>st</sup> and conclude on June 30<sup>th</sup> of the following calendar year.
- C. All vacations must be approved in advance by the Superintendent of Schools.
- D. When requesting vacation leave and when returning from vacation leave, the proper request for leave form and return from absence form must be completed in order to receive credit and compensation.
- E. In the event an employee dies and is entitled to vacation time, the amount of money per vacation days shall be actuarially determined and said amount paid to the employee's estate.
- F. Employees who terminate employment in good standing shall be paid earned accrued vacation time at the time of separation, but employees who are terminated for cause may forfeit their unused vacation pay, if appropriate, given the cause for the termination.

**ARTICLE X**  
**HOLIDAYS**

- A. Twelve (12) month custodians, maintenance personnel and secretaries shall be entitled to twelve (12) paid holidays annually. Holiday schedules shall be proposed by the Superintendent and approved by the Board of Education.
- B. Support service persons (aides) shall normally work those days that school is open for students. They will be compensated for all hours worked. Support service persons (aides) shall not be required to work on the twelve (12) approved holidays as established by the Board of Education.

**ARTICLE XI**

**TERMS OF EMPLOYMENT FOR SECRETARIES**

All employees classified as secretaries, as defined in Article I of this Agreement, shall be contracted by the Terms of Employment listed as follows:

- A. 1. Initial Placement  
The entry point for a new employee shall be determined based on the Superintendent's assessment of the applicant's experience and qualifications for the position.
- 2. In no event shall the entry point be below the minimum for the job category nor shall the entry point exceed more than 1.2 times the minimum. No new employee shall enter a job category at a higher level than a current employee with similar or equal related experience and qualifications for the position. Final determination of the entry point shall be at the sole prerogative of the Board of Education.
- B. 1. Salary Adjustment  
To be eligible to be recommended for a full salary adjustment, the employee must begin work on or before January 10<sup>th</sup> of the contractual year. Persons who cannot meet this test shall not be eligible for a salary adjustment until the conclusion of the next fiscal year.
- 2. For persons who do not qualify under this policy for a full salary adjustment, they may be recommended for up to .6 of the increase granted other employees in the same category, dependent upon recommendation of the immediate supervisor and Superintendent.

C. Salary Program For Secretaries

	<u>Level I</u>	<u>Level 11</u>	<u>Level III</u>
Minimum Rate:	\$19,000	\$18,000	\$17,000
Maximum Rate:	\$30,000	\$28,000	\$26,000

- D. Secretaries shall have an eight (8) hour workday, which shall include a thirty (30) minute duty-free lunch. Lunch shall be eaten on premises.

E. Salaries shall be increased as follows:

2004-05	3.90%; 3.50% above maximum
2005-06	4.20%; 2.50% above maximum
2006-07	4.20%; 2.50% above maximum

If the percentage increases listed above do not bring an employee up to the new minimums, they shall be further raised up to, but not to exceed, the new minimums. If the percentage increases bring an employee up to or above the new minimums, they have received their entire raise for that year.

If the percentage increases bring an employee beyond the new maximums, they receive the full percentage increase in the year in which they surpass the maximum, and receive the "above maximum" raise thereafter.

Employees hired after July 1, 2004 who are above the new minimums shall receive no increase for 2004-05. If hired below the new minimums, they shall be brought up to the new minimums, but not beyond.

## **ARTICLE XII**

### **TERMS OF EMPLOYMENT FOR CUSTODIANS AND MAINTENANCE PERSONNEL**

All employees classified as custodians and maintenance personnel, as defined in Article I of this Agreement, shall be contracted by the Terms of Employment listed as follows:

#### **A. Initial Placement**

1. The entry point for a new employee shall be determined based on the Superintendent's assessment of the applicant's experience and qualifications for the position.
2. In no event shall the entry point be below the minimum for the job category nor shall the entry point exceed more than 1.2 times the minimum. No new employee shall enter a job category at a higher level than a current employee with similar or equal related experience and qualifications for the position. Final determination of the entry point shall be at the sole prerogative of the Board of Education.

#### **B. Salary Adjustments**

To be eligible to be recommended for a full salary adjustment, the employee must begin work on or before January 10<sup>th</sup> of the contractual year. For persons who do not qualify under this policy for a full salary adjustment, they may be recommended for up to .6 of the increase granted other employees in the same category, dependent upon recommendation of the immediate supervisor and the Superintendent.

C. Salary Program For Custodians

	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>
Minimum Rate:	\$20,000	\$19,000	\$18,000
Maximum Rate:	\$32,000	\$29,000	\$27,000

D. The annual salary is computed on a forty-two (42) hour week; forth (40) hours straight time and two (2) hours at time and one-half. The lunch or dinner break of one-half (1/2) each day is not included in the forty-two (42) hour work week.

E. Salaries shall be increased as follows:

2004-05	3.90%;	3.50% above maximum
2005-06	4.20%;	2.50% above maximum
2006-07	4.20%;	2.50% above maximum

If the percentage increases listed above do not bring an employee up to the new minimums, they shall be further raised up to, but not to exceed, the new minimums. If the percentage increases bring an employee up to or above the new minimums, they have received their entire raise for that year.

If the percentage increases bring an employee beyond the new maximums, they receive the full percentage increase in the year in which they surpass the maximum, and receive the "above maximum" raise thereafter.

Employees hired after July 1, 2004 who are above the new minimums shall receive no increase for 2004-05. If hired below the new minimums, they shall be brought up to the new minimums, but not beyond.

### **ARTICLE XIII**

#### **TERMS FOR EMPLOYMENT FOR SUPPORT SERVICES PERSONS (AIDES)**

A. Description of Support Service Persons (Aides)

Support service person(s) (Aides) include all non-certificated staff who are employed on a per hour and per diem basis. Support service person(s) (Aides) include, but are not limited to, classroom support service persons, cafeteria support service persons, internal suspension support persons, classroom monitors, and hall monitors. All support service person(s) (aides) must meet the minimum job qualifications for the specific job category and job description under which they are employed. All such criteria and job descriptions shall be established and approved by the Board of Education. Each hourly position must be specifically approved by the Board of Education, as shall each person employed to fill such positions. All support service persons (aides) shall be employed on a per diem hourly basis.

B. Salary Program For Aides

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Minimum rate:	\$7.50	\$7.50	\$7.50
Maximum rate:	\$11.00	\$11.00	\$11.00

C. Full-time aides shall have a six and one-half (6½) hour work day, which shall include a thirty (30) minute duty-free lunch. Lunch shall be eaten on the premises.

Part-time aides, including cafeteria aides, are those aides employed for twenty-eight (28) hours or less per week. Aides employed in the 1991-92 school year and re-employed in 1992-93 and thereafter shall work not less than the hours they worked in 1992-93.

Aides newly hired for 1992-93 and thereafter, shall work the number of hours designated by the Board, and shall be paid and receive benefits accordingly.

D. Salaries shall be increased as follows:

2004-05	3.9%;	3.5% above maximum
2005-06	4.2%;	2.5% above maximum
2006-07	4.2%;	2.5% above maximum

If the percentage increases listed above do not bring an employee up to the new minimums, they shall be further raised up to, but not to exceed, the new minimums. If the percentage increases bring an employee up to or above the new minimums, they have received their entire raise for that year.

If the percentage increases bring an employee beyond the new maximums, they receive the full percentage increase in the year in which they surpass the maximum, and receive the "above maximum" raise thereafter.

Employees hired after July 1, 2004 who are above the new minimums shall receive no increase for 2004-05. If hired below the new minimums, they shall be brought up to the new minimums, but not beyond.

**ARTICLE XIV**  
**JUST CAUSE PROVISION**

No employee shall be disciplined or reprimanded without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract when the employee's performance, attitude and/or attendance negatively affects his/her ability to perform his/her assigned tasks. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, mid-contract discharges consistent with the individual contracts, but shall not include the non-renewal of a non-certificated employee for performance-related reasons, which remain a management prerogative. All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall be determined on a case-by-case basis and shall take into account the nature of the offense, the length of service, and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall be applied in a non-discriminatory fashion.

The superintendent, after consultation with the Association officers, shall propose to the Board a list of offenses for which fines may be warranted.

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