

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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PREFACE

The following agreement is to run through December 31, 2018. However, certain items are subject to negotiations in the interim. A calendar for the school year shall be negotiated pursuant to the terms of the Agreement. An agenda of two (2) items plus salaries, both curricular and extra-curricular, calendar and any mutually agreed upon items are to be negotiated in the years of 2011 through 2018.

As those supplements are issued they should be kept with this contract as they supersede some of the items contained in this agreement.

ARTICLE I - DEFINITIONS

Section 1 - Definition of Seniority

Seniority means employment with the school corporation beginning with the latest date of hiring with the school corporation and shall include periods of school corporation employment outside the bargaining unit, lay-offs, and other periods of absence authorized by and consistent with this agreement. The Union shall receive a seniority list in October of each year. Date of hiring shall be determined by the date the employee signs an agreement of employment with the school corporation.

Section 2 - Employment Categories

The non-certified personnel included in the bargaining unit shall be identified by one of the following employment categories:

- Category I - Includes all aides, except media aides.
- Category II - Includes all secretarial, clerical, media aides, and C.I.T.E. employees

(Job descriptions for secretarial, clerical, and C.I.T.E. employees exist under separate cover.)
- Category III - Includes all custodial employees.
- Category IV - Includes all maintenance employees.
- Category V - Includes all professional nursing staff.
- Category VI - In-School Detention workers
- Category VII - Hearing and Visually Impaired Interpreters
- Category VIII - Technology Specialists
- Category IX - Technology Support Specialists
- Category X - Occupational and Physical Therapists.

Section 3 - Definition of Employees

The term "employee" when used in this contract shall include all members of the bargaining unit as delineated in Section 2 of Article II.

Section 4 - Pro-ration of Benefits

All members of the bargaining unit employed subsequent to January 1, 1991, and whose normal work schedule is less than full time shall receive on a pro-rated basis the same benefits as full time employees. If such an employee elects to participate in the corporation's group health and/or dental insurance plan(s), then the employee shall pay the premium cost beyond the Board's pro-rated contribution.

Section 5 - Supervisors Defined

1. The immediate supervisor of school nurses, any aide, school secretaries, and custodians is the Principal.
2. The immediate supervisor of all maintenance employees is the Director of Facilities and Energy Management.
3. The immediate supervisor of C.I.T.E. is the director of C.I.T.E.

ARTICLE II - RECOGNITION

Section 1 - Union Recognition

The Anderson Board of School Trustees recognizes the Anderson Federation of Teachers, Local 519, AFT, (hereinafter referred to as the Union) as the sole and exclusive bargaining representative of all members of the bargaining unit.

Section 2 - Bargaining Unit Determination

The members of the unit shall include all non-certificated personnel working for the Anderson Community School Corporation except the following positions:

- Bus Drivers
- Food Service Employees
- Administrative Assistant to the Superintendent of ACSC
- Administrative Assistants to the Assistant Superintendent(s)
- Administrative Assistant to the Business Manager/Chief Financial Officer and Assistant Business Manager/Chief Financial Officer
- Administrative Assistant to Human Resources Manager
- Supervisor of Accounting
- Supervisor of Payrolls
- Clerk of the Board
- Director of Facilities and Energy Management
- Security Officers
- Administrative Assistant to the Director of Transportation
- Database Manager
- Business Manager/Chief Financial Officer
- School Corporation Attorney
- Executive Director of Operations
- Classroom Aides not in Special Education
- Noon Supervisors
- Locker Room Supervisors
- Supervisor of Print Shop/Central Stores
- Special Education Instructional Assistants hired after January 1, 1994, or employed to assist a single student.
- Persons who are employed in positions commonly regarded as Central Office Administration
- Other positions which both parties agree are excluded from the unit. If the parties are unable to agree, then the matter shall be submitted to arbitration.
- Instructional assistant or classroom aide hired after August 1, 1997. Classroom aides or instruction assistants who were employed prior to August 1, 1997 who were members of the bargaining unit shall remain members of the bargaining unit and if laid off and subsequently recalled within three (3) years shall return as a member of the bargaining unit.

Section 3 - Subjects of Bargaining

1. The Board of School Trustees of the Anderson Community School Corporation will professionally negotiate with the Union rates of pay, fringe benefits, grievance procedures, and working conditions for all members of the bargaining unit.
2. Subjects of bargaining shall not be unilaterally changed by the school employer.
3. However, staffing levels and decisions as to whether vacancies will be filled shall not be considered as part of working conditions except to the extent that such decisions may be subject to review to determine whether the decisions were arbitrary and capricious. Any staff reductions, except those caused by the closing of a facility or teacher aide staffing, shall not result in the layoff of any current employee. With the exception that during 2011, the School Corporation, in addition to building closing layoffs, may eliminate and thereafter layoff the appropriate employees in 2011, one and one-half (1.5) secretarial positions, and eight (8) custodial positions. Up to a total of one of the custodial position reduction may be offset by either a (1) retirement or resignation prior to April 1, 2011 or (2) a termination prior to July 10, 2011.
- ¹4. Effective 2006, all school nurse positions by attrition may be replaced through attrition by LPN (Licensed Practical Nurses) positions except that there will be one nurse position who will be the head nurse for the school corporation which will remain a Registered Nurse position. This language is not intended to prohibit the hiring of an individual with an advanced degree in nursing for an LPN position.

¹ From 2005 Memorandum of Agreement, paragraph 7.

ARTICLE III - DUES DEDUCTION

1. The school employer shall on written authorization of a school employee, deduct from each pay of such employee, starting with the second pay, and each pay thereafter of such employee any dues designated or certified by the appropriate officer of the Union and shall remit such dues to the Union after each deduction.
2. The amount of dues deduction shall be indicated on the official Union withholding authorization form and the employer shall deduct the appropriate dues.

ARTICLE IV - REPRESENTATION FEE

1. The Board of School Trustees agrees that all members of the bargaining unit, even those that are not members of the Union, have an obligation to pay fair value for services rendered on their behalf by the Union, by its state organization, and by its national organization and for their proportionate part of the costs of collective bargaining, contract administration, grievance adjustment, and other duties and service related to being the exclusive representative.
2. The Board of School Trustees agree that the Union may charge each non-member of the Union, who is also a member of the bargaining unit, and for each such non-member to pay to the Union a representation fee to be determined solely by the Union but in a manner consistent with the services rendered and costs incurred on behalf of all bargaining unit members. Such representation fee may then be allocated among the Union, its state organization, and its national organization as the Union shall deem appropriate.
3. Within ten (10) days from agreement of this article, the Union will provide the employer with a list of bargaining unit members who are not also Union members and the employer shall request each such person to submit a payroll deduction authorization form within two weeks. In the case of employees hired after the effective date of this agreement, the employer shall submit the authorization form at the time the employee is hired. The employer will deduct the representation fee in bi-weekly equal installments from the payroll of each person who submits an authorization. The employer shall inform the Union of all members of the bargaining unit who refuse to sign such an authorization form, or who have revoked an executed form. Persons who refuse to sign an authorization form or who revoke an executed form have a continuing enforceable obligation to pay the representation fee directly to the Union.
4. The Union, on its own and not on behalf of the Board, may take such action as it may deem appropriate to collect its representation fee from those bargaining unit members who refuse to authorize payroll deductions for, or who otherwise refuse to pay, the representation fee.
5. The Union shall indemnify and save the Board of School Trustees and the Anderson Community School Corporation harmless against any and all claims, demands, suits or other forms of liability which may arise pursuant to this section; however, the Union reserves the right to defend any action through its own counsel on behalf of the Board or Corporation.

ARTICLE V - UNION RIGHTS

Section 1 - Mail Box

1. Each employee shall be provided his/her own personal mail box in the building where he/she is assigned. Where employees are assigned to a school, the box shall be in the same location as those of the certified staff or in an accessible area. Mail boxes for maintenance employees shall be located in the Wigwam Complex.

2. The mail room of the Central Administration Building shall provide a mail box for deposit of Union materials. The employer shall provide a daily mail pick-up and delivery service to and from the Union office between the hours of 12 noon and 3:30 p.m. while school is in session and once a week during the summer.

Section 2 - Use of Telephones

Each employee shall have the use of a telephone.

Section 3 - Bulletin Boards

The Union shall have the right to locate bulletin boards in locations they consider to be necessary for communication with employees, provided that such bulletin boards shall not be placed in any area commonly frequented by a substantially large number of students.

Section 4 - Union Meetings in School

The Union may call meetings in each school before or after school or during the lunch period when no employment obligations exist.

Section 5 - Copies of Contract

The school employer shall provide to each employee a master contract within six (6) weeks of ratification. The Union shall receive one hundred twenty-five (125) copies with additional copies provided as needed.

Section 6 - Information to Union

The Board upon request of the Union shall furnish copies of the following information:

1. Form EIR2 Indiana Public School Professional Employer Data.

2. A list of all employees on dues withholding and representation fee withholding.
3. A copy of the official Board minutes.
4. Salary information: List of all staff and salary by pay stations.
5. State Board of Accounts Forms No. 1, 2, 3 and 9.

Section 7 - School Phone Directories

The names and telephone numbers of the seven (7) major officers of the Union and the ombudsman shall be published in the Directories of Personnel of the Anderson Community School Corporation.

Section 8 - Names of New Employees

The Union shall be provided a copy of the name and addresses of all persons hired to fill positions which are part of the bargaining unit the first week of August and the first week of September. Additional names and addresses after that date shall be provided to the Union.

Section 9 - Union Representatives Visiting Schools

1. Any person authorized by the Union President to act as a Union representative may, when negating no employment obligations, visit a school or the Administration Building to communicate with employees, to investigate working conditions or employee concerns, or for other purpose relating to the terms and conditions of this agreement.
2. When authorizing another person, the President will inform that person's building Principal or Supervisor of a need for that person's services.
3. When a Union representative visits any school, he/she must first check in at the Principals' office.

Section 10 - Union Use of Public Address

The Union may use the school public address system to make organizational announcements. Announcements shall be made in writing and shall be submitted to the principal or his designee who will make the announcement.

Section 11 - Union Communications

1. All inter-school mail concerning school business of the Union shall be distributed by the school corporation to the Union Building representative.

2. Union building representatives may use mail boxes for dissemination of materials. No materials shall be placed in the employees mail boxes that are derogatory toward the Board of School Trustees or the School Administration. No materials endorsing or opposing candidates in any school board election shall be distributed through the school mail.
3. The Union may channel its national organization and state organization information through the mail boxes to the employees.

Section 12 - Release Time

The Union President and his/her designees may be off with pay for the following reasons:

1. To lobby and attending hearings concerning legislation,
2. To attend to any union business:
 - a. Thirty (30) days of such leave shall be granted during a long legislative session year and fifteen (15) days during the short legislative year, plus unused leave granted in any previous year.
 - b. The designated persons taking leave on any one day shall be limited to two (2) unless an exception has been approved by the Superintendent.
 - c. In addition, the Union President and authorized officers to a maximum of four (4) may be off with pay during the organization period prior to the students reporting for the school year for the above stated reasons and such absences shall not be reflected in the maximums stated above.
 - d. If a substitute is required, the Union shall reimburse the school corporation for the cost of the substitute.
 - e. The Union President or authorized officer shall be allowed time necessary to conduct other urgent official organization business without pay.

Section 13 – School Ombudsman

1. The position of the School Ombudsman shall be established in the Anderson Community School Corporation. There shall be only one (1) position in the School Corporation serving both certified and non-certified employees. He/she shall be assigned to a professional assignment

(certified) for one sixth (1/6) of the school day. The remainder of the school day shall be dedicated to his/her duties as ombudsman.

2. He/she shall be paid by the school corporation at the same rate as what the Ombudsman would have earned in his/her regular position. One-third (1/3) of his/her salary shall be paid by the Union. The remainder of the salary and all fringe benefits shall be paid by the employer.

3. Definition

A person appointed or selected to hear and investigate complaints by the professional staff of the Anderson Community School Corporation.

4. Selection Process

- a. The School Ombudsman shall be selected by the Administration from a list of four (4) names submitted by the Union.
- b. He/she shall be subject to direction by the Union President and the Union Executive Board.

5. Duties and Responsibilities

The duties and responsibilities of the School Ombudsman shall include, but not be limited to, the following:

- a. Hearing complaints by the professional staff,
- b. Investigate activities related to fact finding,
- c. Resolution of school problems as they appear,
- d. Anticipating incipient school difficulties and recommending remedial action,
- e. Resolution of grievances,
- f. Interpretation and application of the provisions of the Master Contract for the staff,
- g. Serving as a member of the Union Contractual Review Committee,
- h. Acting as a liaison between employees, principals and the central administration.

6. Removal of the School Ombudsman

The School Ombudsman shall be removed from his/her position for any of the following reasons:

- a. Concurrent recommendation for removal by the Union and the Administration,
- b. Removal from the bargaining unit,
- c. Resignation from membership in the Union,
- d. Expulsion from membership in the Union,
- e. Resignation of the ombudsman.

Section 14 – Organizational Exclusivity

Specific organizational contractual rights provided the Union in the Master Contract shall accrue to the Union to the exclusion of other school employee organizations, except as determined otherwise by legislative or judicial action.

Section 15 – Union – Superintendent Meetings

1. The Superintendent, or members of his/her staff designated by the Superintendent and representatives of the Union shall meet upon the request of either party to review and discuss matters of mutual concern.
2. A list of items for discussion shall be submitted, when possible, at least twenty-four (24) hours prior to the scheduled meeting. Other items will be discussed only upon the agreement of the Superintendent and the exclusive representative.
3. Such meetings shall be held at a mutually agreeable time and will be limited to a maximum of sixty (60) minutes, except where extended by mutual consent.

Section 16 – Union Membership Form

At the time an employee is hired the employer will provide the employee an AFT membership form and a representation fee form. The employer shall further provide a written explanation that membership in the AFT is voluntary but if the employee chooses not to join he/she will be required to pay a representation fee.

ARTICLE VI - SCHOOL EMPLOYER RIGHTS AND RESPONSIBILITIES

The school employer shall have the responsibility and authority to manage and direct on behalf of the public the operations and activities of the school corporation to the full extent authorized by law except to the extent that is limited by collective bargaining.

ARTICLE VII - EQUAL OPPORTUNITY

Both parties to this agreement affirm and support the concepts of equal employment opportunity and equal educational opportunity.

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 grievance 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 and a Union building representative (if the employee so desires) 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. If the matter is not satisfactorily adjusted within five (5) working days the employee shall within three (3) working days submit to the immediate Supervisor a written statement, 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, that party will forfeit the grievance. 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. Grievances arising from the action of authorities higher than the immediate Supervisor may be initiated at whichever step of the procedure deemed appropriate.
4. The Union shall have the right to initiate a grievance or appeal from the disposition of a grievance of an employee or employees at any step of the procedure.
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.
 - 1. If, at the end of an employee's first thirty (30) days of employment and again at the end of his/her first sixty (60) days of employment, the employee's immediate Supervisor feels that there are certain specific areas of the employee's performance which, if not improved, could cause severance from employment, the supervisor shall so notify the employee in writing. The notification shall be specific in identification of problem areas and shall include suggestions by the supervisor which, if followed, will produce satisfactory performance. If no such written notification of problems is given, the employee may assume that his/her work performance is satisfactory.
 - 2. On or before the ninetieth (90th) calendar day of employment, the employee may be severed from employment. After the ninetieth (90th) calendar day of employment, the employee shall become permanently assigned to the position he/she held on the ninetieth (90th) 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 (90th) 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. A third instance of neglect of duty may result in disciplinary action including suspension without pay or termination.
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 – Snow Days

- A. In the event that school is closed during the school year through no fault of the employee, Category I, ten (10) month Category II, Category V, Category VI, and Category VII, employees shall receive their regular pay during the time school is closed. However, when a cancelled instructional

day is rescheduled, employees in the aforementioned categories shall work on that rescheduled day without additional compensation. If any employee in the aforementioned categories is required to work on a day when schools are closed through no fault of the employee, said employee shall be granted commensurate compensatory time off.

- B. When schools are closed due to inclement weather through no fault of the employee, twelve (12) month employees in Category II shall not report for work. However, when a cancelled instructional day is rescheduled, a twelve (12) month employee in Category II shall work on that rescheduled day without compensation. The School District will implement a procedure by which the twelve (12) month employee in Category II shall have the option to work on the day the school is closed or the make-up day.
- 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. When schools are closed because of inclement weather, only those on day shift are to report to work in order to remove the emergency condition for which they will be given compensatory time off for that day or portion thereof during summer break. Day shift is defined as any shift beginning from 4:00 a.m. to 9:00 a.m. All others need not report to work but will receive their regular pay as long as the schools are closed because of such emergencies. If schools are delayed solely because of fog, custodians do not have to report for the equivalent duration of the delay. If additional employees need to be called in to work, such work shall be offered first to the most senior qualified in that building or department for

the remaining shifts and if he/she declines then to the next most senior employee, etc. The least senior employee must report to work if requested to do so by the employer and all those more senior have declined. If the employer phones an employee but is unable to promptly contact that employee then the employee shall be deemed to have declined the work.

9. 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.
10. No Friday work shall be left for Saturday or Sunday; all work must be done before leaving.
11. No employee off work because of illness shall be allowed to work extra activities until he/she has returned to his/her job.
12. 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.
13. 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.
- 14. 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 a Category No. II 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. A Dress Code will be in effective for employees, excluding categories III, IV, VIII, and IX. That applicable Dress Code is attached to this Agreement.

²Section 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.

² From 2007 Memorandum of Agreement, paragraph 13.

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. 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 thirtieth (30th) 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. If he/she is not given permanent assignment at that time, then the Supervisor shall indicate to him/her in writing his/her specific area of deficiency and suggestions as to how they may be removed. On or before the sixtieth (60th) calendar day following the transfer, the Supervisor shall notify the employee whether he/she is permanently assigned to that position or is returned to his/her previous position if it is available. However, if the previous assignment has been filled, the employee shall be assigned to a similar position. 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.
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:
- a. When a vacancy, which the employer intends to fill, occurs in a maintenance area it shall be posted and filled as provided in Article XIII of this Agreement. Applications shall then be received for the position of maintenance supervisor for the area in question. Notice shall then be posted in an area accessible to all maintenance employees. Maintenance employees in the area in question shall then have five (5) working days to apply for the position of maintenance supervisor.
 - b. A committee shall then be formed to consider applications received. The committee shall consist of the three most senior maintenance employees from the area who are not applicants for the position, the director of facilities and energy management, and the superintendent's designee. If there are an insufficient number of employees in the area who are not applicants for the position, then the most senior employee(s) from all maintenance employees shall be appointed to complete the committee.
 - 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 position of maintenance supervisor and shall not apply to maintenance supervisors in place at the time this section is adopted.
6. When vacancies in a Category 2 positions occur during the work year, or when vacancies occur less than four weeks prior to the start of the next school year, it may be difficult to fill them from within the district without disruption of the existing instructional program. The vacancy will be filled on a temporary or tentative basis until the end of the work year. The successful applicant shall assume the position with the start of the new work year.

A Category 2 position may only accept up to two transfers per year. If a Category 2 employee reaches the limit in any one year, that employee may accept a transfer if the position has a greater number of scheduled hours.

7. 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.

ARTICLE XIV - CONFERENCES

Upon approval of the principal, superintendent and Board of School Trustees, an employee may be granted permission to attend an educational conference at no loss of pay, and at the total or partial expense of the school corporation. If necessary, a substitute shall be provided during an absence for such a purpose. All employees in any category may request such leave.

All requests shall be submitted on the form provided by the school corporation at least thirty (30) days prior to the conference. Reimbursement for expenses shall be made in accordance with the guidelines in effect at the time such conference occurs.

Following attendance at a conference, employees may be requested to report on the conference and give a resume of the program.

Mileage from Anderson at the rate currently authorized by the Internal Revenue Service for business use shall cover the allowable expenses for gas, oil, parking and storage. The expense of only one (1) automobile will be allowed for each four (4) participants attending a conference. Actual expense of banquet dinners up to fifteen dollars (\$15.00) and up to forty-five dollars (\$45.00) for lodging shall be allowed. Proper receipts must be provided. An extra amount over the maximum allowances may be requested.

ARTICLE XV - SALARY

Section 1 – Payroll Checks

Pay checks shall be delivered in person or placed in the employee’s mail box on alternate Fridays.

Section 2 – Experience Credit

1. While each employee’s seniority is measured from the latest date of hiring, a year’s experience credit on the salary schedule, if earned, shall be effective on July 1.
2. An additional year of experience credit shall be earned on July 1 by any employer who was hired prior to January 1 of the same calendar year.
3. Employees shall be granted experience credit for years spent in military service not to exceed four (4) years.
 - a. Military service credit shall apply to any veteran who took the oath of allegiance, wore the uniform, served in either combat or non-combat units, and was honorably discharged.
 - b. Military service may be counted regardless of when it was taken as long as it meets the requirements above.
 - c. The employee shall have earned one (1) year experience credit for each year (July 1 to June 30) he/she was in military service for at least eight (8) months.
4. Employees in Category I, II, III, and IV shall be granted one (1) year of experience credit for each year of college training, not to exceed four (4) years. A year of college training is defined to be twenty-four (24) semester hours.
5. Employees in Categories II, IV, and V shall be granted experience credit for previous work in their occupational area according to the following schedule:

1 year experience	=	1 year on salary schedule
2 years experience	=	2 years on salary schedule
3 or more years experience	=	3 years on salary schedule
6. Employees in Category V shall be granted one (1) year of experience credit for each year of college training beyond that required for licensing.

A year of college training is defined to be twenty-four (24) semester hours.

7. The Superintendent and the Union President shall appoint a committee comprised of equal numbers of unit and non-unit employees to review and revise classes of employees for salary purposes.
8. All requests for reclassification must be submitted to the Superintendent on or before May 1. The decision of the committee is final.

Section 3 – Nurses Pay Dates

Nurses shall be paid in the same manner as the certified staff.

Section 4 – Employees Share of Retirement Contribution

1. The parties agree that the wages of non-certified employees shall be determined by the wage schedules contained herein as appendices A and A1.
2. All wage based calculations which are not subject to Public Employees' Retirement Fund (PERF) deductions will be calculated from appendix A1.
3. All wage based calculations which are subject to PERF deductions will be calculated from appendix A.
4. It is the intent of this section that appendix A1 be reduced by the same percentage as the PERF employee contribution to produce appendix A and the employer will pay the employees' three percent contribution directly to the PERF.

Section 5 – Source of Funding of the 2009 Wage Increase

During the negotiations which lead to agreement upon the 2008 bargaining settlement and 2008 amendments to both the Certified and Non-Certified Collective Bargaining Agreements the ACSC and the AFT also agreed to increase the 2008 wage and salary schedules by three percent (3%) effective January 1, 2009. That salary increase will be paid out of the general fund and is being funded by the agreement of the ACSC and AFT to reduce annually the Board's premiums paid by the School Corporation to the health self-insurance fund in the amount of the aggregate total cost of that three percent (3%) raise. This reduction will occur, notwithstanding any language elsewhere in this Collective Bargaining Agreement.

ARTICLE XVI - FRINGE BENEFITS

Section 1 – Mileage Allowance

1. No employee shall be required to travel to more than one (1) corporation building in any one (1) school day unless the employee is paid mileage at the current rate allowed by the Internal Revenue Service as adjusted from time to time by the IRS.

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 eight (8) consecutive working days of absence by an employee due to illness, and each eighteen (18) working days thereafter, 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 but not more than 2/3 of the work day has been completed, then ½ sick day leave shall be charged.
 3. If more than 2/3 of the work day has been completed, then no sick leave will be charged.

Section 3 – Sick Leave Incentive

Any employee conserving his/her total sick leave allowance in any year shall be granted a day of personal leave which if not used the following year shall accumulate as unused sick leave. Use of a fourth (4th) personal business day shall not be construed as use of a sick day.

Section 4 – Sick Leave Bank

1. The provisions of the sick leave bank shall be effective for the employee three (3) days after such employee's personal sick leave account has been exhausted, including vacation time and personal business leave.
2. A voluntary employee sick leave bank will be established. An employee must contribute one (1) sick leave day each year to be a member. In order to qualify for membership in the sick leave bank an employee wishing to participate shall notify the designee of the Board in writing of his/her intention to participate on or before the last school day of October. Such authorization shall remain in force until the participating employee withdraws from the program in writing. Upon exhaustion of accrued personal illness days, any member may borrow additional personal illness days according to the following schedule of benefits for illness upon presentation of sufficient medical evidence to the sick leave bank

committee hereunder provided. It is understood that the total number of sick leave days that may be borrowed from the sick leave bank covers the entire employment of the member, and is specifically not for each separate illness. Additionally an employee may use sick leave bank days granted for family illness but the number of sick days and sick leave bank days in the aggregate may not exceed ten (10) in any one work year. Upon resumption of employment said employee will repay personal illness days owed (number of days borrowed minus number of days contributed), at the rate of two (2) days per year. Said employee must also continue to contribute one (1) sick leave day each year to remain a member of the sick leave bank. If a member retires before his debt is repaid, the remainder of the debt will be waived. If all the sick leave bank personal illness days are exhausted, each member will be assessed the number of personal illness days necessary to keep the sick leave bank operating.

SICK LEAVE BANK BENEFIT SCHEDULE

0 - 5 years of employment* in Anderson	- 15 days
6 - 8 years of employment* in Anderson	- 30 days
9 - 12 years of employment* in Anderson	- 40 days
13 - 16 years of employment* in Anderson	- 50 days
17 - 20 years of employment* in Anderson	- 60 days
Over 20 years of employment* in Anderson	- 70 days

*For this benefit, year(s) of employment commences upon enrollment or reenrollment if a member had previously withdrawn.

3. A Sick Leave Bank Committee consisting of three (3) Union members and one (1) administrator will be established. The Sick Leave Bank Committee will review all applicants desiring to borrow personal illness days from the bank. The decision of the Sick Leave Bank Committee shall be final.
4. It is specifically agreed that illnesses or ailments due to prior existing conditions, which existed within a period of two (2) years prior to the employee's enrollment in the bank, are specifically excluded and the Sick Leave Bank Committee shall not allow applicants to borrow personal illness days from the bank for a condition that existed within a period two (2) years prior to the applicant's enrollment in the bank.
5. The administration shall provide each new employee with a sick leave bank application.
6. Members of the sick leave bank who later are excluded from the bargaining unit through administrative reassignment may elect to remain

as members of the sick leave bank if such members are currently eligible for union membership.

7. Membership in the sick bank shall be open to non-unit employees.

Section 5 – Personal Business Leave

1. Each employee in the bargaining unit shall be entitled to four (4) days for the transaction of personal business and/or the conduct of personal or civic affairs during each year of such employment. The fourth (4th) day used in any school year shall be deducted from sick leave. A written statement on a leave request form shall be submitted to the superintendent of schools setting forth the reason and necessity which shall be the cause of such absence. Use of a fourth (4th) personal business day shall not be construed as use of a sick day.
2. The official written reasons on the application shall be personal business, civic or personal affairs. Requests must be made on the provided forms.
3. Unused personal leave shall be recorded after the close of each year and added to the accumulated total for use the next year to a maximum of eight (8) days. Any days accumulated in excess of eight (8) days shall accumulate as sick leave. However, no more than five (5) personal days may be used during any thirty (30) day period.

Section 6 – Personal Business Incentive

Any employee conserving his/her total personal business allowance in any year shall be granted a day of personal leave which, if not used the following year, shall accumulate as unused sick leave.

Section 7 – Paid Maternity/Paternity Leave and Adoption Leave

An employee may have up to three (3) days of paid leave to attend to the needs of (1) her pregnancy, (2) his wife's pregnancy and/or (3) the needs of the child from birth until fourteen days after the child is born or adopted. An additional day may be granted for these purposes, but this additional day must be deducted from sick leave.

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. 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.

Section 9 – Jury Duty

An employee called for jury duty shall be compensated for the difference between the pay and the pay received for the performance of such obligation.

Section 10 – Pregnancy Leave

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any sick leave available in connection with employment.

Section 11 – Health Insurance

A. Insurance Committee, Definitions and Funding Obligation:

1. The insurance committee will meet quarterly unless mutually agreed that the meeting is not needed. ACS may call additional meetings; AFT may call additional meetings. If either party feels a meeting is needed, the parties must meet within five (5) workdays.
2. The committee will be made up of the following four individuals. This one committee will constitute the insurance committee under both the certified and non-certified Collective Bargaining Agreements. Either side may bring consultants, although they will not be allowed to vote.
 - a. The School Corporation's Business Manager/Chief Financial Officer or designee;
 - b. The School Corporation's HIPAA Compliance Officer;
 - c. AFT President or a designee; and
 - d. AFT Treasurer.
3. All changes to health, dental, or vision benefits must be made jointly except those changes mandated to be made by federal or state law. Any changes to premium renewal issues will be

determined jointly with the exception of the premium rate which is set by the carrier with the full opportunity of the AFT representatives on the committee to receive information and discuss directly with the vendors and consultants issues surrounding these topics prior to any changes.

4. In the event that the insurance premium increase is in excess of eight percent (8%) the joint insurance committee shall convene in order to address benefit modifications.
5. For the purpose of this Agreement, the billing rate for the self-funded insurance plan shall be referred to in this Agreement as premiums and includes the following components:
 - a. Administrative fees and expenses from our administrator/vendor and any sub-contractor service provider fees;
 - b. Network and/or capitation fees;
 - c. Reinsurance premiums for both the specific and aggregate coverages;
 - d. Expected claims level for the upcoming policy year plus the corridor amount;
 - e. Expected claims level from the Aggregate insurance level;
 - f. And, any recommended change in runout reserves from the administrator/vendor.

The runout reserves and corridor obligation will be funded at Forty Percent (40%) of the expected claims calculated by the vendor. Additional reserves other than the above defined minimum amount may be maintained as Premium Stabilization Reserve. The allocation of any income or investment income generated within the insurance account shall be determined by the Insurance Committee. In no event may the runout reserve, corridor reserve, or premium stabilization account be used for other general fund purposes.

B.

1. Effective June 1, 2005, the school corporation's group health insurance program shall consist of two benefit plans. Plan A whose benefits are summarized in the Plan A Group Health Benefits Plan and shall include an Unlimited Lifetime Network and Non-network (excluding human organ and tissue transplants). (see page 142). Plan B benefits are summarized in the Plan B Group Health Insurance Benefits Plan and shall include \$5,000,000 Lifetime Network and Non-network (excluding human organ and tissue transplants (see page 143) and shall be in conjunction with a Health Reimbursement Account. These benefits shall be maintained unless changed by the process set forth in subsection A above.

2. Effective June 1, 2005 there shall be the following coverage and premium categories:
 1. Single Plan.
 2. Employee and One Dependent.
 3. Family Plan.
 - A) Effective with the 2007-2008 work year the school corporation will contribute Eighty-Five Percent (85%) towards the premiums of Plan A, and the teacher, if electing to enroll, will contribute the remaining Fifteen Percent (15%). Also effective with the 2007-2008 work year a teacher enrolling in Plan B will contribute the same dollar amount to Plan B as those teachers contribute to the Plan A. The school corporation will contribute the same dollar amount to the remaining premiums of Plan B in excess of the Plan B premiums as the school corporation contributes to Plan A and the remainder to an individual Health Reimbursement Account for each teacher enrolled in Plan B.
 - B) Effective with the 2011-2012 work year the School Corporation will contribute seventy-five percent (75%) towards any plan participant's premiums of plan a, and the plan participant, if electing to enroll, will contribute the remaining twenty-five percent (25%). Also effective with the 2011-2012 work year a plan participant enrolling in Plan B will contribute the same dollar amount to Plan B as those plan participants contribute to the Plan A. The School Corporation will contribute the same dollar amount to the remaining premiums of Plan B in excess of the Plan B premiums as the School Corporation contributes to Plan A and the remainder to an individual health reimbursement account for each plan participant enrolled in Plan B.
4. All teachers employed during the 2004-2005 school year and current retirees having health insurance coverage must enroll in either Benefit Plan A or Benefit Plan B and select their premium/coverage category by June 6, 2005. In the event that there is not timely selection the teacher or retiree as a default shall be placed on Benefit Plan A. In the case of such a default enrollment the teacher or retiree may change Benefit Plan at the next annual enrollment period. Newly hired teachers will have a thirty (30) day open enrollment period upon the commencement of their employment. After these initial open enrollment periods a teacher may change Benefit Plans and/or premium/coverage categories as follows:
 - A) Special enrollment qualifying events; (see page 134 for list of these events)

- B) The commencement of retirement with the right to continue in the School Corporation's health insurance plan during retirement as provided in Article XI, Section 4(D) and 5(D) below;
 - C) Any year during the annual enrollment period if changing from Benefit Plan A to Benefit Plan B;
 - D) Any annual enrollment period up to and including the 2007-2008 work year if changing from Benefit Plan B to Benefit Plan A.
5. All teachers and any covered dependent upon reaching age 65 shall be required to apply for full Medicare coverage. Benefits will not be paid for expenses which would otherwise be covered by Medicare whether or not the employee has applied for Medicare.

Section 12 – Long-Term Disability Insurance

- 1. All employees are covered with the Anderson Community School Corporation paying the full cost except One Dollar (\$1.00).
- 2. The plan has been designed to protect the employee from “lost earnings” due to a prolonged total disability as the result of an accident or illness which shall include mental illness.
- 3. After one hundred twenty (120) calendar days from the beginning of the total disability, the employee will receive up to sixty percent (60%) of his monthly salary. For employees under the age of sixty (60) at the time of disability then those disability benefits are payable to age sixty-five (65). For those employees who become disabled at or after age sixty (60) then the employee is due a designated number of monthly benefits as set forth in the LTD group policy. Payment of benefits under this insurance program shall be determined solely by the appropriate group policy and shall be payable by the insurance company issuing that group policy. The insurance carrier will not be changed without the prior consent of the exclusive bargaining agent.
- 4. If during the disability Social Security benefits increase, such increase shall not be reflected by a decrease in the amount paid by the insurance carrier.

Section 13 – Liability Insurance

- 1. Anderson Community School Corporation shall provide Liability Coverages for all members of the unit with the following limits of liability:

Bodily Injury	\$250,000 Each Person
	\$500,000 Each Occurrence

Property Damage \$ 50,000 Each Occurrence

2. The endorsement providing this coverage names each unit member as an individually named insured providing each person with the above limits of liability.
3. Payment of benefits under this insurance program shall be determined solely by the appropriate group policy and shall be payable solely by the insurance company issuing that group policy.

Section 14 – Worker’s Compensation

1. The Anderson Community School Corporation shall carry Workmen’s Compensation insurance protection.
2. Payment of benefits under this insurance program shall be determined solely by the appropriate group policy and shall be payable solely by the insurance company issuing that group policy.

Section 15 – Tax Sheltered Annuity Program

1. School employees may participate in a tax sheltered annuity program, and the Board of School Trustees will permit exclusion of premiums from their yearly salaries.
2. Employees who are participating in the tax sheltered program will be offered contracts stipulating the Board of School trustees to withhold annuities. The Board of School Trustees further stipulates that:
 - a. Any company entering into the tax sheltered plan must secure a minimum of thirty (30) participating members before the Board of School Trustees will recognize them.
 - b. All requests for contracts with the tax sheltered features for the employee can be made at any time. All standing requests will be implemented effective on the earliest occurring of the following dates:

January 1
April 1
July 1
October 1

Requests must be filed thirty (30) days prior to the effective date. An employee shall be permitted two (2) changes per calendar year.

- c. The Board of School Trustees will request that companies participating have local representatives.

Section 16 – Term Life Insurance

1. All employees shall have a death benefit equal to the amount of their current or last annual salary. Such benefit shall not include extra pay for extra services.
2. The benefit shall prevail from the opening of the school year to the opening of the following school year.
3. The benefit shall prevail as long as the member is an employee of the Anderson Community School Corporation.
4. One dollar (\$1.00) will be deducted once a year from the employee's earnings for this coverage.
5. Payment of benefits under this insurance program shall be determined solely by the appropriate group policy and shall be payable solely by the insurance company issuing that group policy. The insurance carrier will not be changed without the prior consent of the exclusive bargaining agent.

Section 17 – Credit Union Deductions

The employer shall upon the written request of any school employee grant the exclusion of specified amounts to the Madison County Federal Credit Union to be paid in accordance with the negotiated pay schedule.

Section 18 – COPE Deduction

1. The school employer shall on written authorization of a school employee deduct from each pay of such employee any amount of money designated or certified by the appropriate officer of the Union and shall remit such amount to the Union after each deduction.
2. The amount of money to be deducted shall be indicated on the original withholding authorization form.
3. It is understood this authorization shall remain in force until notification is made to the school administration and the Union of its withdrawal.

Section 19 – Dental Insurance

1. All employees shall be provided Dental Insurance. However, any employee already having coverage equal to or better than that provided under the school corporation plan shall be excluded from coverage.
2. Enrollment shall be permitted only twice annually at the following times:
 - a. For a period beginning with the opening of the school year until September 30 or
 - b. For a period beginning with the return to school after a Christmas vacation until January 31.
3. Each employee must contribute one dollar (\$1.00) annually, the school corporation pays the balance. Effective with the 2011-2012 work year, each plan participant must contribute twenty-five percent (25%) of the annual premium, and the School Corporation pays the balance.
4. Dental insurance dependent coverage shall be extended to an age consistent with the health insurance coverage.
5. Payment of benefits shall be determined by the third party administrator of the insurance program in accordance with the terms of coverage in effect at the time of ratification of this agreement by the parties. The insurance carrier will not be changed without the prior consent of the exclusive bargaining agent.

Section 20 – Vision Insurance

1. All employees shall be provided Vision Insurance. However, any employee already having coverage equal to or better than that provided under the school corporation plan shall be excluded from coverage.
2. Each employee must contribute one dollar (\$1.00) annually; the school corporation pays the balance. Effective with the 2011-2012 work year, each plan participant must contribute twenty-five percent (25%) of the annual premium and the School Corporation pays the balance.
3. Payment of benefits shall be determined by the third party administrator of the insurance program in accordance with the terms of coverage in effect at the time of ratification of this agreement by the parties. The insurance carrier will not be changed without the prior consent of the exclusive bargaining agent.

4. Vision insurance dependent coverage shall be extended to an age consistent with the health insurance coverage.

Section 21 – Interschool Transfer

The child, grandchild or a child for whom the employee is legal guardian may attend the school where the employee is assigned for the majority of his/her duties.

ARTICLE XVII - SEPARATION PAY AND RETIREMENT BENEFITS

Section 1. Overview of Separation Pay and Retirement Benefits.

The specific separation pay and retirement benefits will vary for employees depending upon which classification is applicable to an employee. Each employee will be entitled to and will be eligible for only one of the following classifications:

- a. Employees who have retired prior to the 2004-2005 work year as provided in Section 2 below.
- b. Former Retirement Benefits Option as provided in Section 3 below.
- c. Retirement Restructuring Program as provided in Section 4 below.
- d. Retirement Benefits for employees whose first day of employment was after the 2004-2005 work year. Those benefits will be set forth in Section 5 below.

The changes agreed upon for this new Article XVII, changes to Article XVI, Section 2, the deletion of Article XVI, Section 11 and 12(4) will go into full force and effect upon the condition that the Department of Local Government Finance approves the sale of additional pension bonds for the Anderson Community School Corporation based upon a true tax value of 2.2 billion dollars.

Section 2. Employees Who Have Retired Prior to the 2004-2005 Work Year.

Employees who retired prior to the 2004-2005 work year had their Separation Pay and Retirement Health Insurance Benefits determined pursuant to the Collective Bargaining Agreement in effect at the time of their retirement.

Section 3. Former Retirement Benefits Option

- A. As part of the 2005 Retirement Restructuring Program employees who retire prior to the start of the 2005-2006 work year and provide written irrevocable notice of the retirement prior to June 1, 2005 or who retire after the 2005-2006 work year but before the 2006-2007 work year and provide the written irrevocable notice of retirement prior to July 1, 2005 may elect the right to receive retirement benefits that existed in the 2000-2002 Collective Bargaining Agreement (prior to the Retirement Restructuring in this Collective Bargaining Agreement) based upon the salary for their last year of employment. An eligible employee timely electing the Former Retirement Benefits Option will receive benefits only under this section.

B. Separation Pay

Separation Pay Schedule

1. A retiring employee must present evidence of state retirement application, whereupon separation pay shall be paid to the retiring employee based upon the daily wage of the year of retirement, except in cases of death when the beneficiary shall choose either separation pay or death benefits.
2. All employees who have acquired fifteen (15) years or more experience in the Anderson Community School Corporation and are at least fifty (50) years of age at the time of their retirement from the Anderson Community School Corporation will be eligible for additional compensation in accordance with the following schedule:

	Column One	Column Two
Total Years Experience	Minimum Separation Days Pay	Maximum Separation Days Based on Accumulated Sick Leave Days Personal Business Lave Days in the Anderson Community School Corporation
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	15
11	11	16
12	12	17
13	13	18
14	14	20
15	15	20
16	16	20
17	17	21
18	18	21
19	19	21
20	20	22
21	21	22
22	22	25
23	23	25
24	24	25
25	25	33
26	26	37
27	27	42
28	28	48

29	29	57
30	30	66
31	31	67
32	32	69
33	33	71
34	34	73
35	35	75
36	36	77
37	37	79
38	38	81
39	39	83
40	40	85
41	41	87
42	42	90

3. A retiring employee who meets the requirements set forth in Section 3(B)(1) and (2) of this Article may, at the employee's option, elect to not receive separation pay under the above schedule but may, in the alternative, elect separation pay in an amount equal to all accumulated sick and personal leave days times one-third (1/3) of the employee's daily rate.
4. If the employee is not full-time, the severance benefits shall be prorated according to the number of hours worked.

C. Retirement Health Insurance Benefits

An employee with fifteen (15) years experience with ACSC and who retires between the ages of fifty (50) and sixty-two (62) shall continue to receive health insurance coverage upon the following terms:

The employer shall pay health insurance until the employee qualifies (or would have qualified) for Medicare but not to exceed any seven (7) consecutive years to be determined by the retiree. Each employee may select either a single or family plan. Should a retiree who retires pursuant to this section and who was married at the time of retirement die prior to qualifying for Medicare then the surviving spouse shall be entitled to receive health insurance for the remainder of time, if any, that the deceased retiree was otherwise entitled to receive. The employer shall pay the full cost of the insurance for the first (1st) insurance year as designed by the retiree. Subsequent to the first (1st) year, any annual increase in the premium cost above nine (9) per cent shall be paid by the retiree for that year only. The benchmark year shall be determined on the average premium cost from September of the designated year through August of the following year. However, effective July 1, 2011, the School Corporation will pay seventy-five percent (75%) towards the retiree's premiums of Plan A and the retiree electing to

enroll will contribute the remaining twenty-five percent (25%). Also effective July 1, 2011 a plan participant enrolling in Plan B will contribute the same dollar amount to Plan B as those plan participants contribute to the previous Plan A. The School Corporation will contribute the same dollar amount to the remaining premiums of Plan B in excess of the Plan B premiums as the School Corporation contributes to Plan A and the remainder to an individual health reimbursement account for each plan participant enrolled in Plan B.

Section 4. Retirement Benefits for Employees Participating in the Retirement Restructuring Program.

- A. All employees who were (1) employed during the 2004-2005 work year and (2) who if eligible and did not elect the Former Retirement Benefits Option provided in Article XVII, Section 3 above will receive retirement benefits only pursuant to this section.

- B. Separation Pay
 - 1. Qualification – Employees who have acquired fifteen (15) or more years experience in the Anderson Community School Corporation and are at least fifty (50) years of age before the end of the work year following retirement from the staff at the Anderson Community School Corporation will be eligible for separation pay.

 - 2. Separation Pay Benefits –Employees who are eligible for separation pay will receive separation pay at the rate of one-third (1/3) of their then daily rate times the number of accumulated sick leave days up to one hundred eighty (180) days. Accumulated sick leave days in excess of one hundred eighty (180) days will be bought out pursuant to Article XVI, Section 2.

 - 3. Payment of Separation Pay

The first Two Thousand Dollars (\$2,000) of any Separation Pay will be paid to the employee as direct compensation and shall be a part of the employee’s last contract. Any Separation Pay entitlement due to the retiring employee in excess of that amount will be deposited in the employee’s buyout account of the 401(a) Plan.

- C. Retirement Restructuring Lump Sum Contribution

In response to both the mandates and opportunity provided by Senate Enrollment Act 199 (Acts of 2001) the Federation and the

School Corporation negotiated a retirement restructuring during 2005.

As a result of the restructuring, employees employed during the 2004-2005 work year who, if eligible, do not elect the Former Retirement Benefits Option of Article XVII, Section 3 above, will receive a one-time lump sum buyout contribution.

The lump sum one-time buyout contribution is based upon the following two (2) components:

1. The buyout of the Separation Pay schedule set forth in Article XVI, Section 11 (p. 38-39) of the 2000-2002 Collective Bargaining Agreement;
2. The buyout of an employee's Retirement Health Insurance Benefits, if any, as set forth in Article XVI, Section 12(4) of the 2000-2002 Collective Bargaining Agreement.

As a recipient of the lump sum buyout contribution subject to vesting as set forth below the employee will receive this contribution in lieu of the separation pay grid, Article XVI, Section 11 and the Benefits in Article XVI, Section 12(4).

The lump sum buyout contribution was actuarially determined based on actual actuarial assumptions mutually agreed upon by the Federation and the School Corporation. Those accrued assumptions and the amount of each employee's buyout contribution is set forth in a Memorandum of Agreement by and between the Federation and the School Corporation. That Memorandum of Agreement is enforceable through the grievance procedure of this Collective Bargaining Agreement.

That portion of the lump sum one-time buyout that has been calculated for (1) the buyout of the Separation Pay schedule (Article XVI, Section 11 of the 2000-2002 CBA), if any, will be deposited into a separate account for each eligible employee in the 401(a) Savings Plan. That portion, if any, of the lump sum one-time buyout that has been calculated for the buyout of the employee's potential right to receive in the future a School Corporation contribution towards his/her retirement health insurance premiums (Article XVI, Section 12(4) of the 2000-2002 Collective Bargaining Agreement) will be deposited in a separate account for each eligible employee in the Retirement 501(c)(9) Trust ("Retirement VEBA").

Since this Retirement Restructuring Program is a replacement for the benefits provided for in Article XVI, Section 11, and Article XVI, Section 12(4) the one-time buyout contribution will not vest until:

An employee with at least fifteen (15) years working experience in the Anderson Community School Corporation and are at least fifty (50) years of age at the time of their retirement from the Anderson Community School Corporation will be fully vested in the lump sum one-time buyout contribution.

An employee whose employment is terminated prior to vesting will have the then current value of their lump sum one-time buyout accounts in the 401(a) Plan and Retirement VEBA forfeited and reallocated at the end of each work year, among the then remaining separate lump sum one-time buyout accounts in a similar ratio for the reallocation as was the ratio for the initial deposit of the remaining accounts.

Employees on recall who were laid off by the School Corporation will maintain accrued years of service prior to layoff for vesting until the earlier of the following events:

- 1) three (3) years on the recall list when the employee's recall rights terminate;
- 2) rejects a recall offer to a position for which the employee is licensed.

In the event that either of the above two (2) events occur and the employee has not become vested then the value of the employee's account will be forfeited and reallocated in the same manner. If the employee is recalled prior to forfeiture, the prior vesting experience will tack onto the experience credited after recall.

D. Employees Right to Continue in School District's Health Insurance Group Plan During Retirement

1. An employee who chooses to retire may continue membership, in the group health insurance program provided by the Board at the full cost, if that employee meets the following three qualification requirements:

- a. Is at least age fifty (50) on the first day of retirement;
 - b. Has at least 15 years of service in the School Corporation; and
 - c. Either is:
 - 1) Enrolled in the group health insurance plan at the time of retirement; or
 - 2) Is not enrolled in the group health insurance plan at the time of retirement, but has a qualifying event allowing the employee to enroll under the plan and actually provides written notice of the election to enroll within both the available enrollment window and ninety (90) calendar days following the retired employee's last day of work to the Insurance office of the School Corporation.
2. An employee who is covered along with his/her spouse and/or eligible dependent by the group health insurance plan at the time of the employee's retirement may continue coverage. A retiring employee who is not a member of the group health insurance plan at the time of retirement but has a qualifying event allowing the employee to enroll in the group health insurance program and does so by providing written notice to the Insurance office of the School Corporation within the available enrollment period and ninety (90) days of his/her last day of work may continue participation in the group health insurance plan for both the retiring employee and the eligible dependent(s).
3. Dependents of an eligible retiree who has elected coverage under this section for his/herself and that retiree dies before qualifying for Medicare, those dependent(s) have the right to continued coverage under this section after the retiree's death as follows:
- a) A spouse until such time the deceased retiree would have been eligible for Medicare; or
 - b) Dependents other than a spouse until the earlier of the time that they do not meet the definition of a

dependent or the time the deceased retiree would have been eligible for Medicare.

4. If two employees are married and at the retirement of either employee, if retiring at different times or at the retirement of both employees if at the same time, the following changes may occur:

The employees may switch the plan participant designation to the other spouse or if not on two single plans may elect coverage with two single plans.

5. The right to continue participating in the School Corporation's group health insurance plan will terminate upon the earliest date the retiree is eligible for Medicare. If an employee and/or dependent(s) fails to pay his/her premium on time, he/she will automatically be dropped from the program at the end of the thirty (30) days following written notice mailed to the employee's last known address and shall not be reinstated.

Section 5. Separation Pay and Retirement Benefits for Employees Whose First Day of Employment Was After the 2004-2005 Work Year.

- A. Employees whose first day of employment was after the 2004-2005 work year will receive separation pay and retirement benefits only under this section.
- B. Separation Pay
 1. Qualification – Employees who have acquired fifteen (15) or more years experience in the Anderson Community School Corporation and are at least fifty (50) years of age before the end of the work year following retirement from the staff at the Anderson Community School Corporation will be eligible for separation pay.
 2. Separation Pay Benefits – Employees who are eligible for separation pay will receive separation pay at the rate of one-third (1/3) of their then daily rate times the number of accumulated sick leave days up to one hundred eighty (180) days. Accumulated sick leave days in excess of one hundred eighty (180) days will be bought out pursuant to Article XVI, Section 2.

3. Payment of Separation Pay

The first Two Thousand Dollars (\$2,000) of any Separation Pay will be paid to the employee as direct compensation and shall be a part of the employee's last contract. Any Separation Pay entitlement due to the retiring employee in excess of that amount will be deposited in the employee's buyout account of the 401(a) Plan.

C. Anderson Retirement Savings Plans

1. Overview and Maximum Contribution

Effective with the 2005-2006 work year the School Corporation will implement and maintain for employees whose first day of employment was after the 2004-2005 work year a 401(a) Savings Plan and a Retirement 501(c)(9) Trust VEBA. ("Retirement VEBA")

The contribution for eligible employees to these two plans will be in the aggregate as follows:

Employees first (1st) through third (3rd) year
of employment with the Anderson
Community School Corporation
1.00% times employee's scheduled
wage or salary deposited in the
Retirement VEBA

Employees fourth (4th) through fifth (5th)
year of employment with the Anderson
Community School Corporation
1.00% times employee's scheduled
wage or salary deposited in the
Retirement VEBA .50% times
employee's scheduled wage or salary
deposited in the 401(a) Savings Plan

From the sixth (6th) year of employment and
thereafter
1.00% times employee's scheduled
wage or salary deposited in the
Retirement VEBA
1.00% times employee's scheduled
wage or salary deposited in the 401(a)
Savings Plan

This contribution will be calculated by the appropriate amount times each eligible employee's regular annual salary or annual wage rate. This contribution will be made monthly.

2. 401(a) Savings Plan

The Plan will be a 401(a) qualified plan under IRS regulations.

Since this 401(a) Savings Plan is a replacement for certain separation pay and retirement benefits that were phased out in 2005, all contributions to the eligible employee will vest as follows:

- a) one-third (1/3) of the value of their account shall vest upon the attainment of five (5) years of service credit in the School Corporation;
- b) two-thirds (2/3) of the value of their account shall vest upon the attainment of ten (10) years of service credit in the School Corporation;
- c) fully vested upon the attainment of fifteen (15) years of service credit in the School Corporation.

An employee whose employment is terminated prior to fully vesting will have the value or portional value if partially vested forfeited to the plan and that amount will be utilized as a credit towards the School Corporation's next required contribution to the 401(a) Savings Plan.

Employees on recall who were laid off by the School Corporation will maintain accrued years of service prior to layoff for vesting until the earlier of the following events:

- 1) three (3) years on the recall list when the employee's recall rights terminate;
- 2) rejects a recall offer to the category from which the employee was laid off.

In the event that either of the above two (2) events occur and the employee has not become vested then the value of the employee's account will be forfeited or partially forfeited in the case of partial vesting and utilized as a credit towards the School Corporation's required contribution. If the employee is recalled prior to

forfeiture, the prior vesting experience will tack onto the experience after retirement.

3. Retirement 501(c)(9) Trust VEBA

The Plan will be a 501(c)(9) qualified plan under IRS regulations.

Since this Retirement 501(c)(9) Trust VEBA is a replacement for retirement benefits that were phased out in 2005, all contributions to the eligible employees will vest as follows:

- a) one-third (1/3) of the value of their account shall vest upon the attainment of five (5) years of service credit in the School Corporation;
- b) two-thirds (2/3) of the value of their account shall vest upon the attainment of ten (10) years of service credit in the School Corporation;
- c) fully vested upon the attainment of fifteen (15) years of service credit in the School Corporation.

An employee whose employment is terminated prior to fully vesting will have the value or portional value if partially vested forfeited to the plan and that amount will be utilized as a credit towards the School Corporation's next required contribution to the Retirement Trust VEBA.

Employees on recall who were laid off by the School Corporation will maintain accrued years of service prior to layoff until the earlier of the following events:

- 1) three (3) years on the recall list when the employee's recall rights terminate;
- 2) rejects a recall offer to the category from which the employee was laid off.

In the event that either of the above two (2) events occur and the employee has not become vested then the value of the employee's account will be forfeited or partially forfeited in the case of partial vesting and utilized as a credit towards the School Corporation's required contribution. If the employee is recalled prior to forfeiture, the prior vesting experience will tack onto the experience after retirement.

4. Employee Elective 403(b) Contribution

In addition to the employer contributions provided above, employees still may make employee elective (salary reduction) contributions for the 403(b) programs already in existence subject to the statutory contribution limits.

D. Employees Right to Continue in School District's Health Insurance Group Plan During Retirement

1. An employee who chooses to retire may continue membership, in the group health insurance program provided by the Board at the full cost of plan, if that employee meets the following three qualification requirements:
 - a. Is at least age fifty (50) on the first day of retirement;
 - b. Has at least 15 years of service in the School Corporation; and
 - c. Either is:
 - 1) Enrolled in the group health insurance plan at the time of retirement; or
 - 2) Is not enrolled in the group health insurance plan at the time of retirement, but has a qualifying event allowing the employee to enroll under the plan and actually provides written notice of the election to enroll within both the available enrollment window and ninety (90) calendar days following the retired employee's last day of work to the Insurance office of the School Corporation.
2. An employee who is covered along with his/her spouse and/or eligible dependent by the group health insurance plan at the time of the employee's retirement may continue coverage. A retiring employee who is not a member of the group health insurance plan at the time of retirement but has a qualifying event allowing the employee to enroll in the group health insurance program and does so by providing written notice to the Insurance office of the School Corporation within the available enrollment period

and ninety (90) days of his/her last day of work may continue participation in the group health insurance plan for both the retiring employee and the eligible dependent(s).

3. Dependents of an eligible retiree who has elected coverage under this section for his/herself and that retiree dies before qualifying for Medicare, those dependent(s) have the right to continued coverage under this section after the retiree's death as follows:

- a) A spouse until such time the deceased retiree would have been eligible for Medicare; or
- b) Dependents other than a spouse until the earlier of the time that they do not meet the definition of a dependent or the time the deceased retiree would have been eligible for Medicare.

4. If two employees are married and at the retirement of either employee, if retiring at different times or at the retirement of both employees if at the same time, the following changes may occur:

The employees may switch the plan participant designation to the other spouse or if not on two single plans may elect coverage with two single plans.

5. The right to continue participating in the School Corporation's group health insurance plan will terminate upon the earliest date the retiree is eligible for Medicare. If an employee and/or dependent(s) fails to pay his/her premium on time, he/she will automatically be dropped from the program at the end of the thirty (30) days following written notice mailed to the employee's last known address and shall not be reinstated.

ARTICLE XVIII - UNPAID LEAVES

Section 1 – General

1. Leaves of absence without pay shall be granted under the following conditions. Failure to meet any condition shall constitute reasons for refusal of leave.
 - a. Any employee desiring such a leave shall make a written request to the Superintendent of Schools at least thirty (30) days prior to the beginning of the period for which the leave is to be granted.
 - b. The employee shall notify the Superintendent of Schools of his/her intention to return to his/her employment or to apply for extended leave not less than thirty (30) days prior to the date on which he/she intends to return or make request for extension of the leave.
2. Such leave shall be granted for:
 - a. Employee's illness (upon certification from a physician) after the sick leave period has expired. The leave shall continue for a period of not more than one (1) year.
 - b. Any employee disabled due to injury or illness including maternity for more than one (1) year shall be reinstated by the school employer with all seniority accrued prior to the disability. The returning employee shall be given rights under the voluntary transfer policy when positions are posted. If no vacancies exist, the returning employee will be allowed to select the least senior position in the same category for which the employee was originally displaced consistent with the provisions of this contract.
 - c. A maternity leave without pay shall be granted for pregnancy and/or child care following the birth of the child. An expectant employee who desires to secure a maternity leave from the Anderson Community School Corporation must make a request in writing to the Superintendent of Schools accompanied by a doctor's statement verifying the pregnancy and expected delivery date. If the leave is desired from a point at or shortly after the birth of the child, then verification of the birth of the child shall be required. The leave shall not be for longer than one (1) year, but the employee may apply to the Board of School Trustees for additional maternity leave.

- d. Governmental services (elected public office).
 - e. Military service. If the employee volunteers for military service during war or a state of emergency or if his services are required by the United States Government for defense or military purposes, leave may be granted without loss of status for the period of such service.
3. Leaves may be granted for:
- a. Illness within the immediate family of the employee.
 - b. Other leaves may be authorized upon the recommendation of the Superintendent of Schools and with the approval of the Board of School Trustees.

Section 2 – Political Activity

- 1. Employees holding elected office shall be granted a leave of absence at their request. They will not receive salary.
- 2. Regular employees' work loads cannot be increased as a result of such an absence.
- 3. In addition, a reasonable period of time without pay may be granted to an employee for the purpose of campaigning for public office.

Section 3 – Professional Leave

Employees holding office with, or employed by, the Union's national organization or its organization shall be granted a leave of absence at their request while service in either capacity. They will not receive salary. If the leave of absence extends beyond one (1) year, the returning employee shall be given rights under the voluntary transfer policy when positions are posted

Section 4 – Adoptive Leave

Adoptive leave shall be granted to employees requesting such leave of absence. An employee applying for adoptive leave shall upon initial application for the adoption notify the Superintendent in writing of that intent. The period of leave shall commence when the child is physically turned over to the employee parent. Otherwise, the procedures shall be consistent with those of maternity leave.

Section 5 – Unpaid Paternity Leave

A male employee may be granted a leave without pay for child care. (Also see Article XVI, Section 7, Paid Maternity/Paternity Leave).

Section 6 – Employment Following Leave of Absence

1. The specific position held at the time of the granting of the leave shall be guaranteed except as limited by other provisions of the contract.
2. In the event that the employee's former position is not immediately available without seriously disrupting the school program, temporary placement shall be made until proper readjustments can be made.

Section 7 – Insurance While on Leave

1. Any employee who has been granted a leave of absence shall continue to receive disability insurance and term life insurance. For a leave other than sickness or disability, the following rules shall apply.
 - a. If the leave is for the entire employment year, then such employee shall not receive health insurance.
 - b. Employee shall be covered by health insurance for the fraction of the calendar year in the same proportion which the number of employment days paid prior to the start of the leave bears to the total number of employment days.
 - c. The employee may remain in the group at his/her own expense.
 - d. For sickness or disability leave, health insurance shall continue for the employment year as long as the person remains unable to work. For unpaid maternity leave, hospitalization insurance shall continue for six (6) months after the birth of the child.

Section 8 – Certified Disaster Service Volunteer Leave

An employee:

- (1) who is a certified disaster service volunteer;
- (2) whose specialized disaster relief services are requested by the Red Cross in connection with a disaster; and
- (3) who obtains prior approval from the employee's supervisor; shall be granted leave from work with pay for not more than fifteen (15) work days in each school fiscal year to participate in specialized disaster relief

services. This paid leave will be granted under the conditions of any other paid leave.

The right to use this paid leave is limited to every other school year.

For the purpose of this section, the following terms will be defined as follows:

- (a) "Certified Disaster Service Volunteer" means an individual who has:
 - (1) completed the necessary training for being; and
 - (2) been certified as; a disaster service specialist by the Red Cross.

- (b) "Disaster" means an event that is designated under the American National Red Cross Regulations and Procedures to be at least as serious as a level III disaster and is proclaimed by the governor of the state, as a disaster warranting the leave allowed under this chapter.

- (c) "Red Cross" means the American National Red Cross created under 36 O.K. 1.

- (d) "Specialized Disaster Relief" means one (1) or more of the following Red Cross service categories in which a certified disaster service volunteer is trained:
 - (1) Shelter management.
 - (2) Mass feeding. [current term: Mass Care]
 - (3) Family services. [current term: Client Services (and includes subdivision (4))]
 - (4) Health services. [currently included as a service under subdivision (3)]
 - (5) Public assistance inquiries.
 - (6) Damage assessment. [current term: Disaster Assessment]
 - (7) A support function for services provided under subdivisions (1) through (6).
 - (8) Any other service performed for the Red Cross for which training is required.

ARTICLE XIX

2010 CHANGES ADOPTED BY THE BOARD AND THE AFT IN JUNE 2010

Section 1 – Certified and Non-Certified

1. Six year extension of the master contract expiring on December 31, 2018 for both certified and non-certified contracts.
2. "Sunset" clause: Continuation of the concessions must be mutually agreed upon by the AFT and ACSC. If mutual agreement cannot be reached, a third party arbitrator which is mutually agreed upon by the AFT and ACSC will settle the dispute. A beginning date for the non-certified changes will be July 1, 2010 and ends June 30, 2012. The beginning date for the certified changes will be at the start of the 2010/2011 school year and the conclusion of the 2011/2012 school year.
3. Health plan changes attached
4. Employees that qualify will receive their incremental raises.
5. Continue the effort and implementation of a strategic energy savings plan.
6. One paid police officer per building at the secondary level for the 2010/2011 school year. After which we will seek alternative voluntary security.
7. A \$1,200 contribution will be deposited into every unit member's 401A account no later than June 30, 2010 (from the insurance reserve).
8. Bargain calendar for the 2011/2012 school year.
9. New certified and non-certified employee contracts updated with all past amendments and memorandums of agreement will be available online, printed and ready for distribution no later than September 15, 2010. Each building will receive two printed copies of the certified and non-certified contracts and twenty-five printed copies of the certified and non-certified contracts will be sent to the AFT office.

Section 2 – Non-Certified

1. Non-Certified employees salary scale will be reduced by 1% effective July 1, 2010. This will be reflected in equal amounts of each paycheck.

ARTICLE XX – 2011 FINANCIAL CONCESSIONS

Section 1 – The financial concessions agreed to by the parties in Article XX are agreed upon to be extended.

Section 2 – The parties agreed upon certain additional financial concessions in the March 8, 2011 tentative agreement, ratified _____. Those concessions will be restored for the 2012-2013 school year if not mutually agreed upon by the AFT and the School Corporation. Mutual agreement will be conclusively presumed except if one party provides the other party written notice before February 1, 2012.

If the 2011 eligible financial reductions are restored and if the School Corporation does not have sufficient general fund revenues for the restoration as well as the other obligations, the parties will replace these cuts with other mutually agreed upon cuts in other areas.

The 2011 financial concessions eligible to be restored are as followed:

- The reduction from 5 to 4 weekly specials at the primary and elementary levels.
- The reduction of one and one-half secretaries and three custodians unless otherwise may be reduced by any other provision of this agreement or the non-certificated agreement.
- Compensation for any additional work by teachers outside the school year at \$15.75 per hour.
- Compensation for any additional teacher work outside the regular work day at \$15.75 per hour.
- The reduction of extra-curricular stipends by ten percent (10%) in the 2011-2012 school year.
- Two Hundred Dollar (\$200.00) supply reimbursement for elementary teachers.
- Reduction of department head stipends.

Section 3 – Effective with the 2011-2012 school year, there will be nine (9) week grading periods. All teachers will utilize power school or its successor, if any, for recording daily attendance. Teachers in grades 2 through 12 will also utilize power school or its successor, if any, for the recording of (1) final semester grades, (2) recording grading periods, and (3) recording current student grades on a targeted cycle of every twelve (12) instructional days.

ARTICLE XXI - SAVINGS CLAUSE

1. If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, and substitute action, if any, shall be subject to appropriate negotiation and agreement between the parties.
2. In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.
3. If this agreement reduces any employee's salary or places any employee in a lower paying category, the Superintendent shall restore the employee's proper salary.

ARTICLE XXII - NO STRIKE CLAUSE

The Union agrees not to engage in a strike during the length of this contract.

ARTICLE XXIII - DURATION OF AGREEMENT

1. This Agreement shall be effective as of June 29, 2010, and shall continue in effect through 12:00 o'clock midnight December 31, 2018, except where the specific terms of any provision of this Agreement provides for a different effective date(s).

Also the following items will be reopened for bargaining annually commencing with 2011:

1. Salary and other compensation,
2. Any two (2) items selected by each party,
3. Any mutual agreed upon item.

Bargaining upon reopeners shall begin either by mutual agreement or in the month of September preceding the year items are reopened. .

2. Status Quo – Irrespective of the termination date of this contract the parties agree that until a successor agreement is executed, the employer shall not unilaterally change any terms or conditions of employment.

ARTICLE XXIV - ENTIRE AGREEMENT CLAUSE

This agreement plus any additional items and contractual interpretations mutually agreed upon constitutes the entire agreement between the parties.

This agreement is made and entered into this ____ day of _____, _____, by and between the Anderson Community School Corporation, County of Madison, State of Indiana, and the Anderson Federation of Teachers, Local 519.

This agreement is so attested to by the parties whose president's, chief negotiators' and representatives' signatures appear below.

ANDERSON FEDERATION
OF TEACHERS

BOARD OF SCHOOL TRUSTEES
ANDERSON COMMUNITY SCHOOL
CORPORATION

President and Chief Negotiator

Chief Negotiator

President

Secretary

Superintendent

RATIFIED BY THE ANDERSON
FEDERATION OF TEACHERS ON
THE 17TH DAY OF MARCH, 2011

RATIFIED BY THE BOARD OF SCHOOL
TRUSTEES OF THE ANDERSON
COMMUNITY SCHOOL CORPORATION
ON THE 22ND DAY OF MARCH, 2011

**2011 WAGE SCALE
EFFECTIVE JULY 1, 2011**

Use for salaries subject to PERF contributions

- A. CATEGORY I- Includes all Instructional Assistants, except Media Instructional Assistant

Years Experience Credit	Weekly Salary
0	\$ 348.00
1	\$ 362.00
2	\$ 383.00
3	\$ 392.00
4	\$ 409.00
5	\$ 426.00
6	\$ 442.00
7	\$ 482.00
8	\$ 500.00

- B. CATEGORY II- Includes all secretarial, Clerical, Media Instructional Assistants and ERRC Employees

Years Experience Credit	Hourly Rate
0	\$ 11.32
1	\$ 11.86
2	\$ 12.23
3	\$ 12.92
4	\$ 13.41
5	\$ 13.91
6	\$ 14.42
7	\$ 15.93
8	\$ 16.24

School employees currently assigned to Categories I and II shall be limited to an increase of one (1) increment in any twelve (12) month period

**2011 WAGE SCALE
EFFECTIVE JULY 1, 2011**

Use for salaries not subject to PERF contributions

- A. CATEGORY I- Includes all Instructional Assistants, except Media Instructional Assistant

Years Experience Credit	Weekly Salary
0	\$ 359.00
1	\$ 372.00
2	\$ 393.00
3	\$ 404.00
4	\$ 422.00
5	\$ 438.00
6	\$ 456.00
7	\$ 497.00
8	\$ 515.00

- B. CATEGORY II- Includes all secretarial, Clerical, Media Instructional Assistants and ERRRC Employees

Years Experience Credit	Hourly Rate
0	\$ 11.69
1	\$ 12.20
2	\$ 12.74
3	\$ 13.28
4	\$ 13.80
5	\$ 14.32
6	\$ 14.86
7	\$ 16.42
8	\$ 16.74

School employees currently assigned to Categories I and II shall be limited to an increase of one (1) increment in any twelve (12) month period

**2011 WAGE SCALE
EFFECTIVE JULY 1, 2011**

Use for salaries subject to PERF contributions

BB. CATEGORY II- Includes all secretarial, Clerical, Media Instructional Assistants and ERRC Employees hired after 8-01-97.

Years Experience Credit	Hourly Rate
0	\$ 10.19
1	\$ 10.81
2	\$ 11.43
3	\$ 12.02
4	\$ 12.61
5	\$ 13.21
6	\$ 13.82
7	\$ 14.43
8	\$ 15.04
9	\$ 15.64
10	\$ 16.24

Use for salaries not subject to PERF contributions

BB. CATEGORY II- Includes all secretarial, Clerical, Media Instructional Assistants and ERRC Employees hired after 8-01-97.

Years Experience Credit	Hourly Rate
0	\$ 10.51
1	\$ 11.14
2	\$ 11.76
3	\$ 12.39
4	\$ 12.98
5	\$ 13.62
6	\$ 14.25
7	\$ 14.89
8	\$ 15.50
9	\$ 16.11
10	\$ 16.72

School employees currently assigned to Categories I and II shall be limited to an increase of one (1) increment in any twelve (12) month period

**2011 WAGE SCALE
EFFECTIVE JULY 1, 2011**

Use for salaries subject to PERF contributions

C. CATEGORY III- Includes Custodial Employees

Years Experience Credit	Hourly Rate
0	\$ 14.41
1	\$ 14.46
2	\$ 14.64
3	\$ 14.78
4	\$ 14.90
5	\$ 15.04
6	\$ 15.17
7	\$ 15.29
8	\$ 15.43

Custodial Supervisor

Middle Schools - Custodians salary plus \$.35 per hour

High Schools- Custodians salary plus \$.67 per hour

School employees currently assigned to Categories I and II shall be limited to an increase of one (1) increment in any twelve (12) month period

Use for salaries not subject to PERF contributions

C. CATEGORY III- Includes Custodial Employees

Years Experience Credit	Hourly Rate
0	14.85
1	14.89
2	15.09
3	15.2
4	15.38
5	15.49
6	15.63
7	15.77
8	15.85

Custodial Supervisor

Middle Schools - Custodians salary plus \$.36 per hour

High Schools- Custodians salary plus \$.70 per hour

School employees currently assigned to Categories I and II shall be limited to an increase of one (1) increment in any twelve (12) month period

**2011 WAGE SCALE
EFFECTIVE JULY 1, 2011**

Use for salaries subject to PERF contributions

CC. CATEGORY III- Includes Custodial Employees hired after 08-01-97

Years Experience Credit	Hourly Rate
0	\$ 9.86
1	\$ 10.43
2	\$ 10.98
3	\$ 11.51
4	\$ 12.08
5	\$ 12.63
6	\$ 13.18
7	\$ 13.74
8	\$ 14.28
9	\$ 14.85
10	\$ 15.43

Custodial Supervisor

Middle Schools - Custodians salary plus \$.33 per hour

High Schools- Custodians salary plus \$.62 per hour

School employees currently assigned to Categories I and II shall be limited to an increase of one (1) increment in any twelve (12) month period

Use for salaries not subject to PERF contributions

CC. CATEGORY III- Includes Custodial Employees hired after 08-01-97

Years Experience Credit	Hourly Rate
0	\$ 10.15
1	\$ 10.74
2	\$ 11.29
3	\$ 11.87
4	\$ 12.45
5	\$ 12.99
6	\$ 13.58
7	\$ 14.14
8	\$ 14.71
9	\$ 15.27
10	\$ 15.86

Custodial Supervisor

Middle Schools - Custodians salary plus \$.36 per hour

High Schools- Custodians salary plus \$.70 per hour

School employees currently assigned to Categories I and II shall be limited to an increase of one (1) increment in any twelve (12) month period

**2011 WAGE SCALE
EFFECTIVE JULY 1, 2011**

Use for salaries subject to PERF contributions

CCC. CATEGORY IV- Includes Maintenance Employees

Years Experience Credit	Hourly Rate	Supervisor Hourly Rate
0	\$16.70	\$ 19.18
1	\$16.82	\$ 19.40
2	\$17.14	\$ 19.81
3	\$17.42	\$ 20.01
4	\$17.70	\$ 20.39
5	\$17.86	\$ 20.68
6	\$18.04	\$ 20.91
7	\$18.24	\$ 21.11
8	\$18.37	\$ 21.41

School employees currently assigned to Categories IV shall be limited to an increase of one (1) increment in any twelve (12) month period

Use for salaries not subject to PERF contributions

CCC. CATEGORY IV- Includes Maintenance Employees

Years Experience Credit	Hourly Rate	Supervisor Hourly Rate
0	\$17.19	\$ 19.75
1	\$17.33	\$ 19.99
2	\$17.66	\$ 20.42
3	\$17.94	\$ 20.63
4	\$18.20	\$ 21.02
5	\$18.41	\$ 21.30
6	\$18.58	\$ 21.56
7	\$18.79	\$ 21.74
8	\$18.93	\$ 22.07

School employees currently assigned to Categories IV shall be limited to an increase of one (1) increment in any twelve (12) month period.

**2011 WAGE SCALE
EFFECTIVE JULY 1, 2011**

Use for salaries subject to PERF contributions

CCCC. CATEGORY III- Includes Maintenance Employees hired after 08-01-97

Years Experience Credit	Hourly Rate	Supervisor Hourly Rate
0	\$15.47	\$ 17.76
1	\$15.76	\$ 18.11
2	\$16.05	\$ 18.48
3	\$16.34	\$ 18.82
4	\$16.63	\$ 19.18
5	\$16.90	\$ 19.54
6	\$17.19	\$ 19.88
7	\$17.48	\$ 20.25
8	\$17.77	\$ 20.60
9	\$18.06	\$ 20.97
10	\$18.37	\$ 21.41

School employees currently assigned to Categories IV shall be limited to an increase of one (1) increment in any twelve (12) month period

Use for salaries not subject to PERF contributions

CCCC. CATEGORY III- Includes Maintenance Employees hired after 08-01-97

Years Experience Credit	Hourly Rate	Supervisor Hourly Rate
0	\$15.92	\$ 18.30
1	\$16.22	\$ 18.66
2	\$16.54	\$ 19.03
3	\$16.82	\$ 19.39
4	\$17.13	\$ 19.75
5	\$17.42	\$ 20.13
6	\$17.71	\$ 20.49
7	\$18.01	\$ 20.86
8	\$18.31	\$ 21.23
9	\$18.61	\$ 21.59
10	\$18.92	\$ 22.07

School employees currently assigned to Categories IV shall be limited to an increase of one (1) increment in any twelve (12) month period

**2011 WAGE SCALE
EFFECTIVE JULY 1, 2011**

Use for salaries subject to PERF contributions

D. CATEGORY V- Nurses (LPN)
1. HEALTH SERVICES (School Nurses)

Years Experience Credit	RN	BS	MS
0	27,873	28,797	29,710
1	28,860	29,777	30,698
2	29,853	30,765	31,683
3	30,838	31,749	32,670
4	31,829	32,745	33,657
5	32,814	33,732	34,646
6	33,799	34,717	35,640
7	34,787	35,702	36,618
8	35,775	36,688	37,609

Coordinator of Health Services - \$1,443.00 additional

****Use for salaries not subject to PERF contributions**

D. CATEGORY V- Nurses (LPN)
1. HEALTH SERVICES (School Nurses)

Years Experience Credit	RN	BS	MS
0	28,709	29,662	30,601
1	29,727	30,670	31,619
2	30,749	31,688	32,634
3	31,763	32,702	33,650
4	32,783	33,728	34,666
5	33,799	34,743	35,685
6	34,812	35,760	36,709
7	35,831	36,773	37,716
8	36,848	37,788	38,738

Coordinator of Health Services - \$1,487.00 additional

**2011 WAGE SCALE
EFFECTIVE JULY 1, 2011**

Use for salaries subject to PERF contributions

- D. CATEGORY V- Nurses Salary Schedule
 2. HEALTH SERVICES (School Nurses) LPN

YEARS EXPERIENCE CREDIT	HOURLY RATE
0	\$ 13.12
1	\$ 13.78
2	\$ 14.44
3	\$ 15.09
4	\$ 15.76
5	\$ 16.42
6	\$ 17.07
7	\$ 17.73
8	\$ 18.39
9	\$ 19.05
10	\$ 19.70

Use for salaries not subject to PERF contributions

- D. CATEGORY V- Nurses Salary Schedule
 2. HEALTH SERVICES (School Nurses) LPN

YEARS EXPERIENCE CREDIT	HOURLY RATE
0	\$ 13.52
1	\$ 14.19
2	\$ 14.87
3	\$ 15.55
4	\$ 16.22
5	\$ 16.91
6	\$ 17.59
7	\$ 18.26
8	\$ 18.93
9	\$ 19.63
10	\$ 20.30

2011 WAGE SCALE
EFFECTIVE JULY 1, 2011

Use for salaries subject to PERF contributions

E.	CATEGORY VI- Includes all In-School Detention Workers	
	HOURLY RATE	\$ 11.79

Use for salaries not subject to PERF contributions

E.	CATEGORY VI- Includes all In-School Detention Workers	
	HOURLY RATE	\$ 12.14

F.	CATEGORY VII- Includes all Interpreters for Hearing & Visually Impaired	
	HOURLY RATE	\$ 12.89

Use for salaries not subject to PERF contributions

F.	CATEGORY VII- Includes all Interpreters for Hearing & Visually Impaired	
	HOURLY RATE	\$ 13.26

**2011 WAGE SCALE
EFFECTIVE JULY 1, 2011**

Use for salaries subject to PERF contributions

G. CATEGORY VIII- Includes all Technology Specialists

YEARS EXPERIENCE CREDIT	HOURLY RATE
0	\$ 15.93
1	\$ 16.22
2	\$ 16.52
3	\$ 16.81
4	\$ 17.10
5	\$ 17.36
6	\$ 17.66
7	\$ 17.94
8	\$ 18.23
9	\$ 18.53
10	\$ 18.82

Use for salaries not subject to PERF contributions

G. CATEGORY VIII- Includes all Technology Specialists

YEARS EXPERIENCE CREDIT	HOURLY RATE
0	\$ 16.41
1	\$ 16.71
2	\$ 17.01
3	\$ 17.31
4	\$ 17.61
5	\$ 17.88
6	\$ 18.19
7	\$ 18.49
8	\$ 18.78
9	\$ 19.07
10	\$ 19.40

**2011 WAGE SCALE
EFFECTIVE JULY 1, 2011**

Use for salaries subject to PERF contributions

H. CATEGORY IX- Includes all Technology Support Specialists

YEARS EXPERIENCE CREDIT	HOURLY RATE
_____	_____
0	\$ 13.04
1	\$ 13.31
2	\$ 13.61
3	\$ 13.91
4	\$ 14.20
5	\$ 14.46
6	\$ 14.75
7	\$ 15.04
8	\$ 15.34
9	\$ 15.93
10	\$ 16.55

Use for salaries not subject to PERF contributions

H. CATEGORY IX- Includes all Technology Support Specialists

YEARS EXPERIENCE CREDIT	HOURLY RATE
_____	_____
0	\$ 13.42
1	\$ 13.73
2	\$ 14.42
3	\$ 14.32
4	\$ 14.63
5	\$ 14.89
6	\$ 15.19
7	\$ 15.49
8	\$ 15.80
9	\$ 16.41
10	\$ 17.04

**2011 WAGE SCALE
EFFECTIVE JULY 1, 2011**

Use for salaries subject to PERF contributions

- I. CATEGORY X - Includes all Occupational and Physical Therapists

Payment will be made on the 2011 Certified Salary Schedule that is used for salaries subject to retirement controls.

Use for salaries not subject to PERF contributions

- I. CATEGORY X - Includes all Occupational and Physical Therapists

Payment will be made on the 2011 Certified Salary Schedule that is used for salaries not subject to retirement contributions.

AFT-COPE WITHHOLDING



Anderson Federation of Teachers
422 West Ninth Street
Anderson, Indiana 46016
317-643-5432

Hours
Monday—Friday 12:30 - 4:30

AFT-COPE WITHHOLDING

I hereby authorize the Anderson Community School Corporation to deduct the sum indicated below from each of my regular paychecks and to forward that amount to the Anderson Federation of Teachers' Committee on Political Education (AFT-COPE).

This authorization is voluntarily made on the specific understanding that the signing of this form and the making of payments to the AFT's Committee on Political Education are not conditions of membership in the AFT or employment with the Anderson Community School Corporation and that the AFT-COPE will use the money it receives to make political contributions and expenditures in connection with federal, state, and local elections.

It is understood this voluntary authorization shall remain in force until notification of withdrawal is made to the School Administration and the AFT-COPE.

NAME (print) _____ DATE _____

SIGNATURE _____

HOME ADDRESS _____ ZIP _____

HOME PHONE _____ SCHOOL BUILDING _____

Indicate below the sum to be withheld.

_____ \$1.00 _____ \$2.00 _____ \$3.00 _____ OTHER \$ _____

INCREASE CURRENT AMOUNT BY \$ _____

Complete two (2) copies and return both of them to your Building Representative or the AFT Office.

THIS REPLACES ALL OTHER COPIES AS OF JULY 1, 2005

All questions concerning this agreement shall be referred to the AFT office (643-5432).

Contributions or gifts to AFT/COPE are not deductible as charitable contributions for federal income tax purposes.

cope.form

EDUCATION FOR DEMOCRACY — DEMOCRACY IN EDUCATION.

THIS REPLACES ALL OTHER COPIES AS OF JUNE 1, 2005

GRIEVANCE REPORT FORM Grievance No. _____

Name of Grievant _____ ACSC

School _____

Assignment _____

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance _____

(Use Reverse Side If Necessary)

C. Article of Agreement Involved _____

D. Action Grieved Outside Agreement _____

E. Relief Sought _____

Signature of Grievant _____

Signature of Federation Representative _____

Date Submitted _____

Dates Received:

Step I _____ Disposition _____
(informal)

Step II _____ Disposition _____
(Principal or Supervisor)

Step III _____ Disposition _____
(Superintendent)

Step IV _____ Disposition _____
(Board)

_____ Disposition _____
(Arbitrator)



ANDERSON FEDERATION OF TEACHERS

422 West Ninth Street • Anderson, Indiana 46016
(765) 643-5432 • FAX: (765) 643-5743

**ANDERSON COMMUNITY SCHOOL CORPORATION
NON-CERTIFIED FORM FOR WITHDRAWING SICK DAYS
FROM SICK LEAVE BANK**

Name (print) _____ Date _____

Address _____ Zip _____ Phone _____

School _____

I am enrolled under Schedule A _____ Schedule B _____

Date on which disabling condition began _____
Month Day Year

Number of days requested _____

*Medical evidence of illness (please attach statement).

Date you were first treated for this disorder _____

*Medical evidence means certification by attending physician.

Signature _____

Complete two copies and return to:

Chairperson, Sick Leave Bank
AFT Office
422 W. 9th St.
Anderson, IN 46016



ANDERSON FEDERATION OF TEACHERS

422 West Ninth Street • Anderson, Indiana 46016
(765) 643-5432 • FAX: (765) 643-5743

- IMPORTANT:
1. Complete 3 copies:
1 Each: Anderson Federation of Teachers
Superintendent
Employee
 2. Return 2 copies to AFT Office Immediately,
or to Building Rep

Authorization for Sick Leave Bank Contribution
(Certified)

In fulfillment of the membership requirements therein, I hereby authorize the Anderson Community School Corporation to annually assign in my name one of my annual allotment of sick leave days as my contribution to the voluntary Sick Leave Bank established for members of the bargaining unit under the terms and conditions of the 1982 Sick Bank Agreement. This authorization will continue in force until such time as I notify the ACSC by registered mail, return receipt requested, of my desire to terminate membership in the bank.

Signature _____ Date _____

Name (Print) _____

Address _____ Zip _____ Phone _____

Building _____

Schedule _____

Request for Paid Maternity/Paternity/Adoption or Personal Business Leaves

Please check one: Certified Staff

Date of Request

Non-Certified Staff

Date(s) of Leave

I, _____ of _____ (School),

hereby request a leave of _____ (number) day(s) for the following reason:

Credit leave to Paternity/Maternity _____ Personal Business _____

Paid Maternity/Paternity Leave. A teacher may have up to three (3) days of paid leave to attend to the needs of her pregnancy or his wife's pregnancy and the needs of the child from birth until fourteen days after the child is born. An additional day may be granted for these purposes, but this additional day must be deducted from sick leave.

Personal Business Leave: Each employee shall be entitled to four (4) days, per year, for the transaction of personal business and/or the conduct of personal or civic affairs. The fourth day used in any year shall be deducted from sick leave.

Sick Leave Incentive: See Master Contract.

Personal Business Incentive: See Master Contract.

Use of a fourth personal business day shall not be construed as use of a sick day. (However, it is subtracted from sick days available.)

Applicant

Approved by _____ Principal and/or Supervisor

Reviewed by _____ Superintendent

Regulations:

1. The above request must be made to the Superintendent of Schools.
2. Requests for leave and substitute to be filed in the Office of the Superintendent before absence begins, except in extreme emergencies which will be filed immediately following return to duties. Pay for the days of leave depend upon proper request procedures by the applicant.
3. Superintendent only reviews the requested – unused days must be available.

The above form is to be used on leave requests for all employees, merely checking at the top under which category the applicant is employed.

PLEASE DESTROY ALL PREVIOUS FORMS

White, Yellow, Pink Copies – Superintendent Goldenrod Copy – Employee 6/2005



ANDERSON FEDERATION OF TEACHERS

422 West Ninth Street • Anderson, Indiana 46016
(765) 643-5432 • FAX: (765) 643-5743

AUTHORIZATION FOR DUES WITHHOLDING

NAME _____ Certified Non-Certified

ADDRESS _____ ZIP CODE _____

SCHOOL _____ HOME PHONE _____

BY-LAW X

Annual dues shall be .10% (.01) of salary.

Authorization Agreement

This is to authorize the Anderson Community School Corporation to withhold from my pay the established dues to the Anderson Federation of Teachers. It is understood this authorization shall remain in force until notification is made to the school administration and the Anderson Federation of Teachers.

SIGNATURE _____ DATE _____

ANDERSON FEDERATION OF TEACHERS LOCAL 519 AFL-CIO
AFFILIATED WITH THE INDIANA FEDERATION OF TEACHERS



ANDERSON FEDERATION OF TEACHERS

422 West Ninth Street • Anderson, Indiana 46016
(765) 643-5432 • FAX: (765) 643-5743

AUTHORIZATION FOR WITHHOLDING REPRESENTATION FEE

NAME _____ Certified Non-Certified

ADDRESS _____ ZIP CODE _____

SCHOOL _____ HOME PHONE _____

Representation fee of the Anderson Federation of Teachers which is established pursuant to Article XVIII of the certified collective bargaining agreement and Article IV of the non-certified collective bargaining agreement shall be 90% of the established dues structure of the AFT.

Authorization Agreement

This is to authorize the Anderson Community School Corporation to withhold from my pay in equal bi-weekly installments of the established representation fee of the Anderson Federation of Teachers. It is understood this authorization shall remain in force until notification is made to the school administration and the Anderson Federation of Teachers.

SIGNATURE _____ DATE _____

THIS REPLACES ALL PREVIOUS FORMS
AUTHORIZING WITHHOLDING FOR REPRESENTATION FEE
SEPTEMBER 1986

ANDERSON FEDERATION OF TEACHERS LOCAL 519 AFL-CIO
AFFILIATED WITH THE INDIANA FEDERATION OF TEACHERS

GROUP HEALTH BENEFITS
ANDERSON COMMUNITY SCHOOL CORPORATION

Your Anthem Benefits



ANDERSON COMMUNITY SCHOOL CORPORATION
Blue AccessSM (PPO) Option A
Summary of Benefits, Effective August 1, 2010

COVERED BENEFITS	NETWORK/NON-NETWORK (MEMBER'S RESPONSIBILITY)	
Deductible (Single/Family) <i>(Applies only to percent (%) copayments)</i>	\$350/\$700 Network/\$700/\$1,400 Non-Network	
Out-of-Pocket Maximum (Single/Family)	\$1,500/\$3,000 Network/\$3,000/\$7,000 Non-Network	
Office Services • Including Allergy – testing and treatment – serum and injections ¹	\$30 Network/30% Non Network Per Visit	
Preventive Care	\$30 Network/30% Non-Network Per Visit. Included with no age or dollar limits; Non-network benefits apply. Preventive care includes: medical history, mammograms¹, pelvic exams and Pap tests, immunizations¹, routine and annual diabetic eye exams and hearing exams.	
Maternity Services	10% Network/30% Non-network	
Inpatient Services	10% Network/30% Non-network per admission	
Outpatient Facility Services	10% Network/30% Non-network	
Professional/Home Care (Inpatient/Outpatient)	10% Network/30% Non-network	
Emergency and Urgent Care:		
Emergency Care in ER Room <i>(covers all services, waived if admitted)</i>	\$100 Network or Non-network	
Urgent Care Facility	\$50 Network or Non-network	
Hospice/Ambulance	Covered in full Network or Non-network	
Medical Supplies, Equipment and Appliances	20% Network/40% Non-network	
Outpatient Therapy Visit Limits <i>(Limits apply to Network/Non-network combined visits.)</i>		
Physical/Occupational	90 Network and Non-network combined visits; same copay as office services	
Spinal Manipulation	24 Network and Non-network combined visits; same copay as office services	
Speech	40 Network and Non-network combined visits; same copay as office services	
Mental Health and Substance Abuse	Covered as any other illness. Subject to same copays, deductibles and maximums.	
Lifetime Maximum	Unlimited Network and Non-network (Excluding human organ and tissue transplants)	
Human Organ and Tissue Transplants³	Covered in full Network/50% Non-network (Does not count toward out-of-pocket maximum)	
Prescription Drug Options:		
Network Retail Pharmacies: (30-Day Supply)	Network \$10 Formulary Generic, \$30 Formulary Brand \$50 Non-Formulary	Non-Network 50%
Mail Service Pharmacy (90-Day Supply)	Network \$10 Formulary Generic, \$50 Formulary Brand \$75 Non-Formulary	Non-Network Not Covered

Notes:

- The deductibles and copayments (except prescription drug and human organ and tissue transplants, excluding kidney and cornea) apply toward the out-of-pocket maximums.
- The deductible(s) apply only to covered services listed with a percentage (%) copayment.
- Network and Non-network deductibles, copayments and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to the end of the calendar year of age 24.
- Certain diabetic and asthmatic supplies are covered in full at network pharmacies.
- Office services also includes office surgeries and preconception care/education.
- ¹ These covered services are covered in full if you have a flat dollar copayment and if rendered without an office services.
- ³ Human organ and tissue transplants (except kidney and cornea) are covered in full Network; 50% Non-network. Does not count toward the out-of-pocket maximum. Subject to a separate \$1 million lifetime maximum Network and Non-network combined. Kidney and cornea are covered same as any other illness and subject to the medical lifetime maximum.
- ⁴ If applicable, all prescription drug expenses (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies.

Non-network Limits:

- Physical medicine and rehabilitation limited to 60 days per calendar year (Network and Non-network combined).
- Home care is limited to 30 visits per calendar year.

Precertification:

Members are encouraged to always obtain prior approval when using Non-network providers. Precertification will avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-existing Period Limit:

We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA Portability requirements):

Non-late enrollee: 12 months after the member's enrollment date
Late enrollee: 12 months after the member's enrollment date

A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the six (6) month period ending on the member's enrollment date. Pregnancy is not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

This benefit description is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Authorized group signature	Date
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Your Anthem Benefits



ANDERSON COMMUNITY SCHOOL CORPORATION
Blue AccessSM (PPO) Option B
Summary of Benefits, Effective August 1, 2010

COVERED BENEFITS	NETWORK/NON-NETWORK (MEMBER'S RESPONSIBILITY)	
Deductible (Single/Family) <i>(Applies only to percent (%) copayments)</i>	\$3,000/\$6,000 Network/\$6,000/\$12,000 Non-Network	
Out-of-Pocket Maximum (Single/Family)	\$3,000/\$6,000 Network/\$6,000/\$12,000 Non-Network	
Office Services • Including Allergy – testing and treatment – serum and injections ¹	0% Network/30% Non Network Per Visit	
Preventive Care	0% Network/30% Non-Network Per Visit. Included with no age or dollar limits; Non-network benefits apply. Preventive care includes: medical history, mammograms ¹ , pelvic exams and Pap tests, immunizations ¹ , routine and annual diabetic eye exams and hearing exams.	
Maternity Services	0% Network/30% Non-network	
Inpatient Services	0% Network/30% Non-network per admission	
Outpatient Facility Services	0% Network/30% Non-network	
Professional/Home Care (Inpatient/Outpatient)	0% Network/30% Non-network	
Emergency and Urgent Care: Emergency Care in ER Room <i>(covers all services, waived if admitted)</i> Urgent Care Facility	0% Network / 30% Non-Network 0% Network/ 30% Non-Network	
Hospice/Ambulance	Covered in full Network or Non-network	
Medical Supplies, Equipment and Appliances	0% Network/30% Non-network	
Outpatient Therapy Visit Limits <i>(Limits apply to Network/Non-network combined visits.)</i> Physical/Occupational Spinal Manipulation Speech	40 Network and Non-network combined visits; same copay as office services 12 Network and Non-network combined visits; same copay as office services 20 Network and Non-network combined visits; same copay as office services	
Mental Health and Substance Abuse	Covered as any other illness. Subject to same copays, deductibles and maximums.	
Lifetime Maximum	\$5,000,000 Network and Non-network (Excluding human organ and tissue transplants)	
Human Organ and Tissue Transplants³	Covered in full Network/50% Non-network (Does not count toward out-of-pocket maximum)	
Prescription Drug Options: (subject to deductible)	Network	Non-Network
Network Retail Pharmacies: (30-Day Supply)	0% Copayment	30%
Mail Order Pharmacy (90-Day Supply)	0% Copayment	Not Covered

Notes:

- The deductibles and copayments (except prescription drug and human organ and tissue transplants, excluding kidney and cornea) apply toward the out-of-pocket maximums.
- The deductible(s) apply only to covered services listed with a percentage (%) copayment.
- Network and Non-network deductibles, copayments and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to the end of the calendar year of age 24.
- Certain diabetic and asthmatic supplies are covered in full at network pharmacies.
- Office services also includes office surgeries and preconception care/education.
- ¹ These covered services are covered in full if you have a flat dollar copayment and if rendered without an office services.
- ³ Human organ and tissue transplants (except kidney and cornea) are covered in full Network; 50% Non-network. Does not count toward the out-of-pocket maximum. Subject to a separate \$1 million lifetime maximum Network and Non-network combined.
- ⁴ Kidney and cornea are covered same as any other illness and subject to the medical lifetime maximum.
- ⁴ If applicable, all prescription drug expenses (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies.

Non-network Limits:

- Physical medicine and rehabilitation limited to 60 days per calendar year (Network and Non-network combined).
- Home care is limited to 30 visits per calendar year.

Precertification:

Members are encouraged to always obtain prior approval when using Non-network providers. Precertification will avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-existing Period Limit:

We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA Portability requirements):

Non-late enrollee: 12 months after the member's enrollment date
 Late enrollee: 12 months after the member's enrollment date

A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the six (6) month period ending on the member's enrollment date. Pregnancy is not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

This benefit description is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Authorized group signature	Date
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SPECIAL ENROLLMENT QUALIFYING EVENTS ANDERSON COMMUNITY SCHOOL CORPORATION

The Health Insurance Plan provides for Special Enrollment Periods after the initial Enrollment Period for HIPAA Special Enrollment Qualifying Events. The following are Qualifying Events which will allow an eligible employee for coverage a special enrollment period within thirty (30) days following the occurrence of the event to either enroll after the initial enrollment period and/or change the “coverage and premium categories” (Single Plan, Employee and One Dependent, and Family Plan):

1. When an employee and/or dependent(s)³ did not enroll in the Anderson Community School Corporation Group Health Insurance Program because the employee and/or dependent(s) had health insurance coverage other than the School Corporation’s health insurance program, and subsequently loses that other coverage because:
 - a) the coverage was under COBRA, and the 18-, 29-, or 36-month COBRA period was exhausted; or
 - b) the coverage was not under COBRA, and the individual lost his or her eligibility for the coverage under the plan or the employer contribution for the coverage ceased.
2. When an employee acquires a new spouse or dependent(s) by marriage, birth, adoption, or placement for adoption.
3. When an employee loses (1) a spouse through divorce, (2) a spouse or dependent(s) through the spouse’s and/or dependent’s death, or (3) a dependent(s) because that person no longer meets the requirements of a dependent under the plan.
4. Any other HIPAA Special Enrollment Qualifying Event not covered by the above and authorized by HIPAA and its regulations promulgated thereunder that would be in effect on the released date.

³ Dependent, as used in these guidelines, is a person who meets the requirement of a dependent under the terms of the Group Health Insurance Plan.

DRESS CODE

It is important to remember that appearance has a positive impact on morale, productivity, and respect for your authority. How we communicate and present ourselves to our clients often influences how they value their relationship with us and the services we provide. ACS professionals need to deliver quality, professional service at all times. It is very important to maintain a favorable impression in keeping with our professional image. The way our employees present themselves in both appearance and conduct is extremely important in creating, enhancing and maintaining this impression. The certified staff of ACS is expected to be well groomed and to wear appropriate professional clothing as well as to maintain professional conduct during work hours.

Staff employees are expected to consistently maintain a professional appearance, school ID, and dress appropriately for their work assignment. Attire must be at minimum considered acceptable "business casual."

Examples of Appropriate Attire

Female:

1. Business Suits
2. Dress Slacks with Blazer
3. Pants Suits
4. Skirts (all skirts must be knee length or longer)
5. Docker Style Slacks
6. Conservative Dresses (all dresses must be knee length or longer)
7. Polo Style Shirts
8. Blouses
9. Turtlenecks
10. Sweaters
11. Dress Corduroy Slacks
12. Capris

Nurse, FACS, Tech Ed, Art, Science, Spec. Ed:

1. Smock or Lab Coats over Professional Attire

P.E. Teacher when teaching P.E.:

1. Warm-up Suits
2. Shorts & Polo Style Shirt

Male:

1. Business Suits
2. Jackets w/Shirt & Tire
3. Docker Style Slacks
4. Dress Corduroy Slacks
5. Dress Slacks
6. Sports Coat, Blazer
7. Polo Style Shirts
8. Oxford Style Shirts
9. Turtlenecks
10. Sweaters

Examples of Inappropriate Attire

1. Denim Jeans/Slacks
2. Leggings/Tights/Stretch Tight-fitting Stirrup Pants
3. Shorts, Form-fitting Skorts
4. Flannel Shirts
5. Tank tops/Halter tops
6. Beach Sandal/Flip Flops
7. Tight-fitting/form fitting clothes of any kind
8. Baseball caps/hats

There may be designated casual days, and guidelines for those days will be announced.

Revised August 16, 2007

**Anderson Community School Corporation
Custodian Evaluation Form**

Custodian's Name: _____ Building: Anderson High School Date _____

#1 (by October 15th) #2 (by May 15th)

A = Acceptable N = Needs Improvement U = Unacceptable DNA = Does Not Apply

GENERAL DUTIES

- | | |
|--|---|
| <input type="checkbox"/> Clean and neat in appearance
<input type="checkbox"/> Works cooperatively with other personnel.
<input type="checkbox"/> Is available to staff as needed. | <input type="checkbox"/> Is courteous to student, staff, and patrons.
<input type="checkbox"/> Maintains positive image of school/corporation.
<input type="checkbox"/> Completes tasks on schedule and with quality. |
|--|---|

CLASSROOMS / OFFICES

- | | |
|---|--|
| <input type="checkbox"/> Empty trash.
<input type="checkbox"/> Close and lock windows
<input type="checkbox"/> Clean walls, if needed.
<input type="checkbox"/> Clean light fixtures, if needed. | <input type="checkbox"/> Sweep and/or mop.
<input type="checkbox"/> Straighten desk rows, tables.
<input type="checkbox"/> Turn lights off.
<input type="checkbox"/> Vacuum, if needed. |
|---|--|

BATHROOMS

- | | |
|--|---|
| <input type="checkbox"/> Empty trash.
<input type="checkbox"/> Clean, disinfect walls, stalls.
<input type="checkbox"/> Check and replace toilet tissue. | <input type="checkbox"/> Clean, disinfect basins, mirrors, toilets, urinals.
<input type="checkbox"/> Sweep, mop floors.
<input type="checkbox"/> Check and replace paper towels, soap. |
|--|---|

HALLWAYS

- | | |
|--|--|
| <input type="checkbox"/> Sweep.
<input type="checkbox"/> Mop when needed. | <input type="checkbox"/> Pick up debris.
<input type="checkbox"/> |
|--|--|

ASSIGNED DUTIES – INDIVIDUAL ROOMS

- | | |
|---|---|
| <input type="checkbox"/> Room #
<input type="checkbox"/> Room #
<input type="checkbox"/> Room #
<input type="checkbox"/> Room #
<input type="checkbox"/> Room # | <input type="checkbox"/> Room #
<input type="checkbox"/> Room #
<input type="checkbox"/> Room #
<input type="checkbox"/> Room #
<input type="checkbox"/> Room # |
|---|---|

MISCELLANEOUS ASSIGNED ROOMS AND AREAS

- | | | |
|---|--|---|
| <input type="checkbox"/> Cafeteria Tables
<input type="checkbox"/> Faculty Restroom
<input type="checkbox"/> | <input type="checkbox"/> Nurse
<input type="checkbox"/> Gym | <input type="checkbox"/> Principal Office
<input type="checkbox"/> Showers |
|---|--|---|

SUMMARY

Comments by Evaluator:

Comments by Custodian:

IMPROVEMENT PLAN (Used if areas checked N for Needs Improvement_

Goals, objectives and activities for improvement:

Custodian Signature

Date

Evaluator Signature

Date

Signature does not indicate agreement, but indicates the evaluation has been shared and discussed.

- White Copy: Employee
- Yellow Copy: Human Resources
- Pink Copy: Evaluator

Anderson Community School Corporation - Secretarial Evaluation Form

Secretary's Name:

Building:

Date:

#1 (by October 15th)

#2 (by May 15th)

A = Acceptable **N** = Needs Improvement

U = Unacceptable

DNA = Does Not Apply

GENERAL KNOWLEDGE

- Demonstrates knowledge and use of office processes, procedures, and equipment.
- Demonstrates knowledge and use of record keeping techniques, including electronic data systems.
- Demonstrates knowledge and use of health and safety regulations, maintains a safe work environment.
- Demonstrates knowledge and use of appropriate English, grammar, spelling, punctuation, and vocabulary.

CUSTOMER SERVICE AND COMMUNICATION SKILLS

- Follows quality telephone procedures and etiquette.
- Promotes and maintains a positive work environment with internal and external customers.
- Provides accurate and timely information to staff, students, parents, and patrons.
- Demonstrates teamwork.
- Responds to needs of administrators, co-workers, and staff.

QUALITY, PRODUCTIVITY, AND PROFESSIONALISM

- Is punctual and prepared for job responsibilities.
- Is clean, well groomed, and dressed appropriately for work.
- Positively promotes the school and the corporation with focus on goals and outcomes.
- Participates in ongoing professional development.
- Performs office functions with accuracy and appropriate speed.
- Completes work, with many interruptions, and demonstrate time management skills.
- Works with minimum supervision.
- Demonstrates willingness to adjust for changing needs and problem solves independently.
- Guards confidentiality in all situations.

ESSENTIAL JOB FUNCTIONS

- Coordinates a variety of office activities to assist administrators with organization of the school.
- Provides information regarding school and corporation policies, procedures, schedules, and calendars.
- Contacts parents as needed for students' needs/illness.
- Assists in ongoing maintenance of equipment – copiers, etc.
- Assists guest teachers with orientation to the building.

Bookkeeper:

- Collects and accounts for monies related to school activities.
- Processes collections according to corporation procedures and State Board of Accounts requirements.
- Requests, receives, stores, and distributes supplies and office materials, maintains inventory.
- Maintains budget and assists administrator in records and reporting of same.

Registrar:

- [] Collects, compiles, organizes, and maintains student records related to attendance, discipline, enrollment, etc.
- [] Compiles and maintains accurate records and prepares reports.
- [] Registers, releases and transfers students, completes enrollment information and enters electronic data accurately and in a timely manner.
- [] Maintains student files and transfers as requested.

SUMMARY

Comments by Evaluator:

Comments by Secretary:

IMPROVEMENT PLAN (Used if areas checked N for Needs Improvement_

Goals, objectives and activities for improvement:

Secretary Signature

Date

Evaluator Signature

Date

Signature does not indicate agreement, but indicates the evaluation has been shared and discussed.

White Copy: Employee
Yellow Copy: Human Resources
Pink Copy: Evaluator

NOTE: THESE ARE THE PAGE NUMBERS FROM THE OLD INDEX AND HAVE NOT BEEN UPDATED.

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