

NEGOTIATED AGREEMENT

2020-2021

HARRISBURG SCHOOL BOARD

AND

HARRISBURG EDUCATION ASSOCIATION
CLASSIFIED EMPLOYEES

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ARTICLE 1 - RECOGNITION

Pursuant to the provisions of SDCL 3-18, the School Board of School District #41-2, Harrisburg School District, Harrisburg, South Dakota, hereinafter referred to as the "Board," recognizes the Harrisburg Education Association, hereinafter referred to as the "Association," as the sole exclusive representative for all classified staff who have signed wage agreements **listed in Appendix B.**

ARTICLE 2 – DEFINITIONS

- A. Full Time - those employees who work a minimum of thirty (30) hours per week on a regular basis and a minimum of 170 days per school year.
- B. Part Time - those employees who work less than full time.

ARTICLE 3 – NEGOTIATIONS PROCEDURES

- A. Opening Negotiations
After January 1 and upon written request of either party to open negotiations, the parties shall schedule a mutually agreed upon date, time and place for negotiation to begin. All Association and Board proposals for negotiations shall be presented in writing no later than the first negotiations meeting.
- B. The Agreement
When agreement is reached between the negotiation teams on all proposals, the proposed agreement shall be reduced to writing and submitted and recommended first to the Association for ratification. After ratification by the Association, the agreement shall be recommended to the Board. If adopted by the Board, it shall be entered into the official Minutes of the Board and thereupon constitute a revision of school district policies.
- C. Resolving Differences
When there has been a failure to reach agreement on the negotiations proposals, impasse may be declared by either party by notification of the other party in writing of the impasse. Impasse resolution shall proceed in accordance with South Dakota Law.

ARTICLE 4 - MANAGEMENT RIGHTS

Nothing in this Agreement shall diminish any power, right or prerogative possessed by the Board or its administrative staff except where the District's power, right or prerogative is legally and specifically limited by this Agreement.

Specific Management Prerogatives

The management rights of the District include but are not limited to the following:

1. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.
2. To manage and direct the employees of the District.
3. To hire, promote, transfer, assign, retain or retire employees in accordance with law and the agreement.
4. To establish reasonable work rules.
5. To suspend, demote, discharge or take other appropriate disciplinary action in accordance with law and this agreement.
6. To determine the size and composition of the work force and to add or delete positions as deemed appropriate or necessary by the District in accordance with law and this agreement.

ARTICLE 5 - EMPLOYEE UNION/ORGANIZATION RIGHTS

A. Use of District Facilities/Equipment

The employee union/organization shall have the right to use District facilities and equipment, including typewriters, computer, other duplication equipment, calculating machines, and all types of audio-visual equipment, when such equipment is not otherwise in use. Employee union/organization use of such facilities and equipment will be permitted provided that:

- Request is made and use arranged for in advance with the Superintendent or his/her designee.
- The use is strictly to service the legitimate business of the employee union/organization, such as duplication of records, notices, correspondence, and must not interfere with the operation of the School District, and shall not occur during actual working hours.
- Supplies and expense, in connection with such use, will be furnished or paid for by the employee union/organization.

B. Dues Deduction

- 1) The Board agrees to deduct from the salaries of its classified employees dues for continuing membership in the Association, as said employees individually and voluntarily authorize the deduction of such membership dues.
- 2) If the Association changes the dollar amount of its membership dues, the Association will give the Board fifteen (15) days written notice prior to the effective date of such change. The Association

agrees to advise the Board, through the district's business office, of the amount of dues of each Association member wishing dues deduction or any change therein.

- 3) Pursuant to authorization set forth in Section 1 above, deductions will be made in 18 equal consecutive installments for 9, 10, and 11 month employees, or 24 equal consecutive installments for 12 month employees, commencing with the first payroll in September. For additional authorizations for dues deduction which are received by the district's business office after September 15 of the current year, deductions will be pro-rated over the remaining deduction period referred to above.

ARTICLE 6- GRIEVANCE

1.1 DEFINITIONS

- A. A "grievance" is a complaint by an employee or a group of employees based upon an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, ordinances, policies, rules, or regulations of the school district, as they apply to a condition of employment. Negotiations for, or a disagreement over, a non-existing agreement, contract, ordinance, policy, rule, or requisition is not a "grievance" and is not subject to this section.
- B. The term "employee" may include a group of employees who are similarly affected by a grievance.
- C. An "aggrieved person" is the person or persons making the claim.
- D. A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- E. The term "days" when used in this Article shall mean calendar days.

2.2 PRINCIPLES

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of employees.
- B. Nothing contained herein shall be construed as limiting the right of any employee to discuss the problem informally with the appropriate administrator or with any appropriate representative of the Association at any time.
- C. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- D. Forms for filing a grievance shall be included in the negotiated agreement so as to facilitate the grievance procedure.

2.3 TIME LIMITS

- A. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
- B. It is required that an employee file a grievance within thirty (30) days after the employee knew or should have known of the alleged violation or the grievance is waived.

2.4 INFORMAL PROCEDURES

If an employee has a grievance, he/she shall first discuss the matter with his/her principal, administrator, or supervisor to whom he/she is directly responsible in an effort to resolve

the problem informally.

2.5 FORMAL PROCEDURES

A. Level One - Immediate Supervisor

1. If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she must submit his claim as a formal written grievance to his/her immediate supervisor within the time limit specified above.
2. The immediate supervisor shall within five (5) days render his/her decision and its rationale in writing to the aggrieved person.

B. Level Two - Superintendent of Schools

1. If the aggrieved person is not satisfied with the disposition of grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance in writing, he/she must file the formal written grievance with the Superintendent within three (3) days after the decision at Level One.
2. The Superintendent of Schools or his/her representative shall act for the administration at Level Two of the grievance procedure. Within ten (10) days after receipt of the written appeal the Superintendent shall meet with the aggrieved person for the purpose of resolving the grievance.

The Superintendent shall within three (3) days of the meeting render his/her decision and its rationale in writing to the aggrieved person.

3. Representatives of the union shall have the right to attend and participate, with aggrieved party's written permission, in the meeting of the Superintendent.

C. Level Three - School Board

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within three (3) days after he/she has first met with the Superintendent he/she must file the grievance with the Board of Education within five (5) days after a decision by the Superintendent.
2. After receiving the written appeal, the Board shall:
 - (1) render a decision; (2) appoint a fact finder to review the grievance and its processing to this point and to report to the Board prior to its meeting with the aggrieved person and with representatives of the committee, if utilized, for the purpose of resolving the grievance; or (3) appoint a committee, or third party, to hear the grievance and render a decision. The decision of the Board or designee shall be rendered in writing within five (5) days.

D. Level Four - Appeal

1. If after following the grievance procedure enacted by the governing body, the grievance remains unresolved, it may be appealed within thirty (30) days or as provided by state statute.

2. Neither party waives the right to contest the decision of the hearing body on appeal.

2.6 RIGHTS OF PARTICIPATION

- A. No reprisal of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.
- B. All parties in interest may be represented at all levels of the informal and formal grievance procedure by persons of their own choosing.

2.7 MISCELLANEOUS

- A. Decisions rendered at all levels of the formal grievance procedures shall be in writing setting forth the decisions and its rationale.
- B. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- C. All other forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through him/her and the building principals or supervisors.
- D. A grievance may be withdrawn at any level without establishing precedent.

ARTICLE 7 - EMPLOYMENT PRACTICES

A. Work Day

The designated workday for each position will be determined by the supervisor based on requirements of the position and duties as assigned.

B. Work Week

Harrisburg School District's work week begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday. In the event an employee is scheduled to work a shift that begins on Saturday and continues into Sunday, it shall be considered one continuous shift. Such shift(s) shall be counted on the Saturday work week.

C. Overtime

Any hours worked beyond forty (40) within one work week as defined above will be calculated at 1 ½ times the employee's hourly rate. All unplanned overtime must be approved in a written communication in advance by the employee's supervisor.

D. Work Breaks

Employees whose daily work assignment exceeds five hours may take a 20 minute work break in the morning and 20 minute work break in the afternoon. Such breaks are not guaranteed, however will be available whenever time permits at the discretion of the supervisor. In the event an employee is assigned to supervise students while they eat lunch in the cafeteria, such employee is entitled to their lunch without charge for that respective day.

E. Time Clocks/Kiosks

All hourly employees are designated a number in which to identify themselves when checking in and out of work. Time clocks and/or computer kiosks are provided in designated areas within each building. Breaks of 20 minutes or less are paid breaks and checking out is not required.

F. Payment of Compensation

Payroll is distributed on the 15th and 30th of each month. If such date occurs on a Saturday, Sunday, or holiday, payroll will be distributed on the preceding work day. Specific pay dates for each year are communicated by Human Resources at the beginning of each fiscal year.

G. Direct Deposit

Harrisburg School District utilizes direct deposit for distributing payroll. Direct deposit forms are available in orientation packets, online, and at the Business office. Direct deposit elections may be changed at any time.

H. Call-In Pay

Employees required to report to work outside of their regular scheduled hours will be paid a minimum of one hour, or for the time worked, whichever is greater.

I. Lunch/Breakfast Duty

Classified staff, assigned by their supervisor or administration to supervise while students are eating lunch or breakfast, will be entitled to their meal without charge during such time. This only applies when staff is requested to perform lunch or breakfast duty and has to forgo their regular meal break.

J. Immunization

If in the event the South Dakota Department of health recommends staff be immunized, or show proof of immunization for a particular disease in order for him/her to be in contact with students, staff must produce evidence of immunization or immunity of that disease prior to reporting for work. Staff will not be paid for time off beyond the use of available personal days used during the time they are absent gaining either the immunization, evidence of immunization, or the incubation period required for the particular disease.

K. Reimbursement of Background Checks

Following a successful background check and 30 day term of employment, the employee shall be reimbursed the cost of such background check.

L. Job Abandonment

In the event an employee does not report to work for three consecutive days without notice to his/her supervisor, the District will consider such action as a voluntary resignation and employment will be terminated.

M. Termination

Harrisburg School District is an “at-will” employer and operates under the provision that employees have the right to resign their position at any time, with or without notice and with or without cause. The District has similar rights to terminate the employment relationship at any time, with or without notice and with or without cause. Termination dates will be recorded as a last day of employee’s work. Employment cannot be extended by use of vacation or any other type of leave.

ARTICLE 8 - LEAVE POLICIES

A. Holiday Pay

All full-time active hourly employees are entitled to holiday pay for the dates scheduled below. Full time employees will be paid for the standard daily hours normally worked, not to exceed eight hours. Such time does not count as time worked when calculating overtime pay. Employees requested to work on any below holiday will be paid a holiday pay at time and a half or may exchange such pay for an alternate day off in the same work week. Employees on approved leave of absence (excluding FMLA approved leave) are not eligible to receive holiday pay.

The following days qualify for holiday pay for those who work up to 170 days or 10 full months:

1. Labor Day
2. Thanksgiving Day
3. Friday after Thanksgiving
4. Christmas Eve Day
5. Christmas Day
6. New Year's Eve Day
7. New Year's Day
8. President's Day
9. Good Friday
10. Memorial Day

The following days qualify for holiday pay for those who work 11 months or more:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Friday after Thanksgiving Day
5. Christmas Eve Day
6. Christmas Day
7. New Year's Eve Day
8. New Year's Day
9. President's Day
10. Good Friday
11. Memorial Day

B. Sick and Personal Leave

Following the first year of employment, full time and part time employees are allotted both sick leave and personal leave each fiscal year (July 1 to June 30) as follows:

- A. 12 Month Full Time Employees: Twelve (12) days total in which ten (10) are for sick leave and two (2) are for personal reasons.
- B. Non 12 Month Full Time Employees: Ten (10) days total in which eight (8) are for sick leave and two (2) are for personal reasons.
- C. Part Time Employees (those who work 20 hours or more per week and a minimum of 170 days per year): Six (6) days total in which five (5) are for sick leave and one (1) is for personal reasons.

Accumulation during the first year of employment is one day per month up to the allotted amount, and may only be used after it is earned, unless otherwise approved by the Superintendent.

Any unused time designated as sick leave may be accumulated to a maximum of eighty-five (85) days for full time employees, 12 month or not, and twenty-five (25) for part time employees.

All classified employees may carry over up to two (2) unused personal days into the following year. **Partial unused personal leave days may be rolled over in increments of either ½ day or one full day. If an employee has ¼ day remaining, such time will not be rolled over. If an employee has ¾ day remaining, ½ day will be rolled over.**

Sick leave (no more than two (2) days per illness) may be used due to the illness of family members (spouse, child, parent, parent-in-law, or any other permanent member of the employee's household). An additional five (5) days may be allowed upon presenting the Superintendent a written request from the family doctor certifying the necessity of the presence of the employee at the bedside of the family member. In extenuating circumstances, requests may be made to the School Board for additional days beyond what was granted by the Superintendent. The maximum number of days allowed in any one year for family illness is ten (10) for full time employees and five (5) days maximum for part time employees working 20 hours or more.

Sick leave is deducted in increments of one-fourth, one-half, three-fourth and full days. Sick leave does not count as time worked when calculating overtime pay.

In the event sick leave is exhausted and an employee needs to be off work due to an illness or appointment, personal leave, if available, must be used prior to taking leave without pay.

Classified employees will be paid \$30.00 unused sick leave day above the maximum (85) at the end of each fiscal year.

All employee and School District responsibilities under the FMLA apply while this leave is utilized.

Any unused sick leave will be forfeited upon termination of

employment. C. Family and Medical Leave Act (FMLA)

Provides qualifying employees with up to 12 weeks of unpaid, job protected leave per rolling calendar

year. It also requires that their group health benefits be maintained during the leave. The Harrisburg School District will abide by this federal law and apply its negotiated leave policies with it when addressing what will be considered paid leave and its length.

D. Bereavement

In the event of a family member's death, bereavement leave may be granted according to the guidelines below.

Family Member	Time Off & Pay
parent, sibling, spouse, child	Up to 5 Bereavement Days Off Paid by District; No Deductions from Sick or Personal Leave
parent-in-law, brother or sister-in-law, daughter or son-in-law, grandchild, grandparent to include "Great" and beyond, permanent member of employee's household	Up to 5 Bereavement Days Off First 2 Days paid by District, remainder are deducted from Sick or personal leave
uncle or aunt, niece or nephew, spouse's grandparent to include "Great" and beyond	1 Day Bereavement Day Off Paid by District; No Deductions from Sick or Personal Leave

F. Vacation

Full time employees who work twelve months are eligible for paid vacation time. The vacation year is in line with the fiscal year (July 1-June 30). With the exception of maintenance and cleaning staff, vacation earned must be used by June 30 of the current year. Due to summer staffing needs, those in maintenance and cleaning positions may carry over unused vacation past June 30, however it must be used by August 1st. Needs for time off may be denied due to staffing requirements of the school. Vacation during the first year of employment is awarded as follows:

Month employment begins	Month vacation begins accumulating	Maximum days possible in 1st Fiscal Year
July	August 1st	10
August	September 1st	10
September	October 1st	9
October	November 1st	8
November	December 1st	7
December	January 1st	6
January	February 1st	5
February	March 1st	4
March	April 1st	3
April	May 1st	2
May		0
June		0

*accumulation during the 1st Fiscal Year is one day per month and vacation may only be used after it is earned.

After the above timelines are satisfied, employees are awarded 10 days of vacation on July 1st of each subsequent fiscal year. In recognition of service, employees who continuously have

worked 5 years are awarded 15 days on July 1st, and those who have worked continuously 15 years are awarded 20 days on July 1st.

Vacation may not be taken in increments longer than 10 days in a row, unless pre-approved by the Superintendent.

If other paid leave time is exhausted, any unused vacation must be used prior to taking leave without pay.

Vacation time does not count as time worked when calculating overtime.

Any unused vacation will be forfeited upon termination of employment.

G. Jury Duty

Any employee called to serve on jury duty, during their working hours, will be permitted to serve and receive his/her regular pay and in turn forfeit to the school district the compensation paid for serving, less mileage and other allowable expenses.

H. Military Leave

Employees of the School District who qualify as members of an armed forces reserve component, to include the Army and Air National Guard, will be granted military leave of absence from their employment in accordance with the USERRA and the following established policy:

- a) Employees will be paid the difference in salary if their military pay is less than their average daily pay through the School District.
- b) Part-Time employees will be paid proportionately.

I. SICK LEAVE BANK

The purpose of the Sick Leave Bank (Bank) is to provide additional paid leave for full or part-time employees who have exhausted their accrued sick leave benefits as the result of a catastrophic illness or injury. The Bank serves as a depository into which participating employees may voluntarily contribute days for allocation to other participating employees. The purpose of the Bank is not to provide unlimited paid sick leave for any medical reason but to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or injury.

The Bank is established through the voluntary contribution of one (1) sick leave day each school year. Contributing these days establishes membership in the Bank and eligibility for withdrawal. A contribution form must be completed no later than September 1 each year to qualify for withdrawal within that same school year. Eligibility is discontinued upon termination (voluntary or involuntary) of employment or death. No payment of benefits will be made to terminated employees or beneficiaries.

Administration of the Bank

- 1. The bank will be administered by a committee (Committee) agreed upon by HEA and the Superintendent and comprised of the Business/HR Manager, an additional representative from Administration, one School Board Member and two HEA**

members. Each representative shall name an alternate. *Please note all information regarding sick bank requests will be shared with the sick bank committee, including medical information.

2. The HR Department will be responsible for convening the Committee, coordinating donations, processing requests, and maintaining appropriate related records.
3. Requests for use of the Bank will be reviewed by the Committee. The Committee will prepare a written notification to the requesting employee approving or denying the application.
4. The Committee may not grant Bank days if the Bank does not have available days.
5. An application shall be denied if it is incomplete, lacks supporting statements from a licensed health care provider, or if the employee fails to provide any requested documentation. If denied, an application may be resubmitted.
6. The Bank will be administered in accordance with the Americans with Disabilities Act and Family and Medical Leave Act requirements.

Withdrawals from the Bank

1. A contributing employee must complete an application for Bank days and submit it to Human Resources no later than five (5) working days after all available sick leave is exhausted.
2. Applications must be accompanied by a statement from a licensed health care provider that includes the beginning date of the condition, a description of the illness or injury, and prognosis for recovery. Required paperwork under FMLA would suffice if also requested.
3. The Committee will render a written decision to the employee within five (5) working days of the request. In determining catastrophic illness or injury, the following definition will be used: A severe medical condition which requires an employee's absence from work for a prolonged period of time and which results in a substantial loss of income because of the exhaustion of all earned sick leave. A qualifying illness or injury might include, but is not limited to cancer, major non- elective surgery, serious accident, heart attack, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.
4. The amount of sick leave granted for each request will be determined by the Committee but cannot exceed a maximum of twenty (20) working days. No employee may receive more than twenty (20) Bank days in a twelve- month period.
5. Any Bank leave granted may be used only for the purpose requested on the application. Any unused portion will be returned to the Bank.
6. Bank leave may be used only for personal injury or illness of the employee, not family members.
7. Use of the Bank leave is considered under the provisions of the FMLA for a serious health condition of oneself and any use is included in the twelve (12) weeks of leave provided under this Act, if applicable.

Appeal Procedure- In the event that an employee is denied benefits from the Bank, he/she may submit a written appeal to the Superintendent within ten (10) working days of receiving

the denial. A written response shall be issued within ten (10) working days from the date of the appeal.

ARTICLE 9 - INSURANCE

On the first day of the month following a 30- day training period, the district will provide, per month the following:

HEALTH -The District will offer health insurance for eligible employees, those who work 30 hours or more per week, and provide the following amounts towards participation in the Insurance Benefits Options. \$670 for Family, \$595 for Employee + Spouse, \$575 for Employee + Child(ren), and \$520 for Single coverage.

VISION - Employees eligible for health insurance may elect to participate in the group vision plan available. For those not participating in the group health coverage, the District will contribute up to \$25 per month for vision. For those who do participate in health insurance, the option to join the group vision plan is available at full cost to the employee.

DENTAL - Employees eligible for health insurance may elect to participate in the group dental plans available. For those not participating in the group health coverage, the District will contribute up to \$85 per month for dental. For those who do participate in health insurance, the option to join the group dental plan is available. The District will contribute up to \$31.30 for those on the single health plan. Those on an employee + spouse plan, employee + child(ren), and family health plans are responsible for the entire cost of the dental plan.

Eligible employees who chose not to participate in health, dental, nor vision, may elect to be paid \$50 per month in lieu of insurance. **Payments to be made in December and May of each year.**

Employee portions, the total cost minus the District contribution, will be deducted through payroll deduction each paycheck. In the event an employee does not have a paycheck or enough to pay through payroll deduction, they shall pay the District directly for their portion.

In the event current insurance coverages/variables i.e. deductibles, plan offerings, etc. need to be changed to help control costs, the District, along with representatives from the Association shall meet and discuss such potential changes. Recommendations from this group will be given to the School Board who will make the final determination of the District's insurance plans.

In the event an eligible employee becomes no longer eligible for health insurance, the option to continue coverage is available under COBRA. Examples of loss of eligibility include, termination (voluntary or involuntary), reduction of hours, layoff, death, or bankruptcy under Title II of U.S. Code. Anyone eligible for insurance who is on FMLA leave will no longer be eligible once FMLA is exhausted due to a reduction of hours. Once an employee returns to work and meets the eligibility requirements for insurance, insurance under the group plan will be reinstated.

The district will also provide \$20,000 in Life & AD&D coverage to all full-time employees.

ARTICLE 10 - RETIREMENT

All full-time employees are required to participate in the South Dakota Retirement System (SDRS). According to the SDRS, full time employees, for the purposes of the plan, are defined as employees who work a minimum of twenty (20) hours per week and six (6) months a year. Each full-time employee will contribute 6% of gross wages, which will be matched by the School District. This benefit starts immediately, no waiting period applies. Employees have the option to participate in an option spouse rider. Enrollment for such rider is restricted and information will be provided to all eligible employees upon enrollment of the retirement plan.

ARTICLE 11- PAY

HOURLY CLASSIFIED WAGE INCREASE SCHEDULE

Hourly employees will receive a **\$0.00** increase in pay **at time of signing agreement.** *

SALARIED CLASSIFIED WAGE INCREASE SCHEDULE

<u>PAY</u>	
<u>GRADE</u>	<u>INCREASE</u>
A	\$ 000.00 at the time of signing agreement.*

A \$2,000 stipend is awarded to a Kitchen Supervisor who is classified as an Assistant to the Food Service Director.

***Should the State Aid remain at 2% following the special session in the fall of 2020, a \$.60 increase will apply for hourly employees and \$900.00 for salaried employees. Should the State Aid be more than 0%, however less than 2%, negotiations will reopen.**

ARTICLE 12- EVALUATION

A. Performance

Performance that meets or exceeds expectation is imperative to providing quality service. Performance appraisals contribute to the success of the employee and in turn, the School District. They provide timely, fair, and objective measurements of performance. Classified performance appraisals are delivered at least annually.

Performance appraisals are designed to:

- Assure a factual, objective analysis of performance as it compares to position requirements.
- Provide the opportunity to discuss interests or concerns with supervision.
- Identify areas of excellence as well as improvement.
- Provide a basis for coordinating goals and objectives.

B. Disciplinary Action

Disciplinary action may be required in order to assist improvement of performance or to respond to a policy violation. Any violation of policy by employees of the District shall be referred to the appropriate supervisor. The District believes in providing opportunities for improvement, when deemed appropriate by the Superintendent or designee. Such circumstances are under their discretion based on necessity of performance improvement or severity of a policy violation. In general, the progressionary discipline procedure is as follows: The first instance or violation will be addressed in a verbal consultation. If performance has not improved or a behavior continues following the verbal consultation, a written warning will be issued with a copy placed in the employee's personnel file. Further performance issues or policy violations shall be dealt with accordingly, based on established policies and procedures for suspension and dismissal of staff. Again, based on severity, the Superintendent or designee reserves the right to skip any step in the process and utilize appropriate action that matches the behavior of the employee.

C. Attendance/Absenteeism

In the event an employee will not be at work or will be late, the supervisor must be notified as soon as possible. A leave request form is to be completed for all absences, planned or unplanned.

It is very important the District has adequate personnel to meet the goals and needs of the school. Frequent absences and excessive tardiness are not acceptable and constitute an unsatisfactory work record which may be subject to disciplinary action.

In determining "frequent or excessive" the following applies:

1. Attendance history- the frequency, total time out and the time span involved.
2. The reason for being absent.
3. Timeliness of notice given.
4. Effect on the productivity of the school.
5. Consistent and fair administration of personnel policies.

ARTICLE 13- MISCELLANEOUS

A. Activity Passes

Activity passes will be given to employees in return for working one extracurricular event each school year. An activity pass will be given to the employee's family in return for working two extracurricular events each school year, as set up by the activity director at the beginning of each school year. Family is defined as spouse/partner in same household and children under the age of nineteen (19).

B. Personnel Files

All Personnel files are kept confidential in the Business/HR office. Such files cannot be accessed without approval from the Superintendent or designee.

C. E-Mail and Internet Usage

The use of e-mail is a convenient way to communicate in a timely manner. With the use of the e-mail and internet systems come responsibilities. It must be understood that the District reserves the right to monitor e-mail and internet use at any time. The District prohibits e-mail messages and internet usage that can be perceived as obscene, harassing, or libelous in nature.

D. Personal Use of School Property and Facilities

Personal use of property such as supplies, furniture, equipment, and facilities requires prior approval from supervision and, for facility usage, the Activities Director.

E. Travel

Travel may be required in order to perform one's job with the District. Employees are required to use school-owned vehicles whenever possible. In the event one is not available, employees shall request supervisor authorization to utilize personal vehicles. Upon receiving approval, a voucher must be completed and signed by supervision requesting reimbursement for travel expenses. Mileage will be paid according to the rate set at the July board meeting each year.

Authorized travel between the District's buildings will be compensated according to the current Teacher Negotiated Agreement.

F. School Closure

In the event of inclement weather or other unforeseen reason, the Superintendent may delay the start of school or call for early release. If school is delayed or lets out early, employees will be paid the difference to complete their normal shift. If school is cancelled, employees will not be paid for that respective day unless they work due to the request of their supervisor, or permission is granted to work from the supervisor. Employees may elect to use vacation or personal leave to compensate for no work.

Employees, unless otherwise directed or given permission to work, are not to report to work if school is delayed or closed.

G. Early Out, Late Start, or Full Day Inservice

In the event of an inservice which requires an early release, a late start, or is all day, classified staff must be given the opportunity to attend the inservice, as it pertains to their job description or be assigned other duties.

H. Phone Use

Personal telephone calls during working hours should be for emergency purposes only. If necessary, personal calls/texting should be made during non-working hours such as lunch and break times. Long distance calls should be made via personal cell phones or paid for by credit cards or phone cards.

APPENDIX A
REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL ONE

(To be completed by aggrieved person)

Date of presentation to supervisor: _____

Name of aggrieved person: _____

Home address: _____

School:

Supervisor:

NATURE OF GRIEVANCE:

SETTLEMENT REQUESTED:

Signed: _____
Aggrieved person

REPLY TO LEVEL ONE GRIEVANCE

Date reply sent to aggrieved person: _____

Name of aggrieved person: _____

Home address: _____

School:

Date of presentation of grievance to Supervisor: _

Reply of Supervisor with rationale:

Signed

Supervisor

APPENDIX B
HOURLY CLASSIFIED STAFF HIRING WAGE SCHEDULE*

Grade	Position	Start
A	Kitchen Assistant Administrative Assistant Educational Aide Tutor HS MCL Supervisors Library Clerical Assistant	\$ 15.40
B	Certified Educational Aide Certified Tutor Cleaning Crew Library Aide	\$ 15.65
C	Assistant Grounds Certified Library Aide Special Education Aide Special Education Coordinator Special Education Aide/Transportation	\$ 15.90
D	Certified Special Education Aide	\$ 16.40
E	Maintenance Central Receiving Attendant	\$ 17.60

In extraordinary circumstances, the Board may offer a new employee a starting wage beyond that on the hiring schedule. Extraordinary circumstances include, but are not limited to, difficulty in hiring a qualified person for the position at the starting wage, educational training of the person, and the person’s work experience. The Superintendent will notify HEA when such circumstances exist. Any new classified position created by the district will be placed on the above guide. If a position does not fit into any existing category, the district and HEA will determine the appropriate placement.

Hourly Classified Wage Guidelines

Annual Wage Increase

Employees hired prior to March 1st of the current school year will be eligible for a wage increase the fiscal year immediately following their hire date. Employees hired after March 1st of the current school year will be eligible for a wage increase the 2nd fiscal year after their hire date.

Additional Pay

A \$.50 shift differential is awarded to cleaning personnel while working night shifts. Night Shift constitutes a normal work day which begins at 3:00p.m. or later. A \$.50 stipend is awarded to cleaning personnel who are classified to be in a lead role.

Movement of Classified Personnel

Classified employees moving to a higher-grade position will start at the rate which ensures at least a \$.25 increase in pay.

***Should the State Aid remain at 2% following the special session in the fall of 2020, a \$.40 increase will apply to each grade level. Should the State Aid be more than 0%, however less than 2%, negotiations will reopen.**

APPENDIX C

DUES AUTHORIZATION FORM

Name _____ Social Security Number _____

Address _____

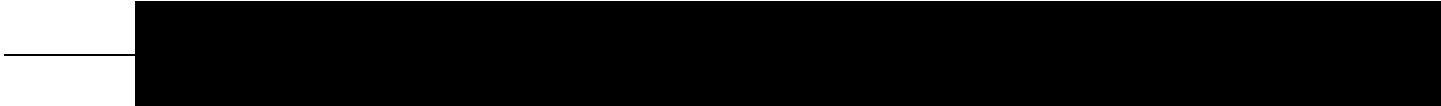
School _____

I hereby authorize the School Board of the Harrisburg School District to deduct from my earnings and properly transmit to the Association an amount sufficient to provide for payment of yearly membership dues (as certified by the Association to the Board) in installments as directed below. I understand that the Board will discontinue such deductions for any school year only if I notify the Association and the district's business office in writing to do so between July 15th and August 15th of the school year.

In the event I leave the employment of the district prior to full payment of the authorized amount, any unpaid balance shall be deducted from the final check. If funds are not sufficient, the school district will not be responsible.

Please deduct in: 18 Equal Installments (9/10/11 month employee)

 24 Equal Installments (12 month employee)



ARTICLE 14- EFFECT OF AGREEMENT

A. **TERM OF AGREEMENT** – The provisions of this agreement shall be effective the 1st day of July, **2020** through the last day of June, **2021**.

This agreement is signed this _____.

In witness thereof:

For the Harrisburg Education
Association

For the School Board, School
District #41-2

President Date

President Date

Negotiation Chairman Date

Negotiation Chairman Date