



Johnston Community School District Employee Handbook

Appendix B for Classified Staff
Covered by JESPA

2023-2024

Table of Contents

Grievance Procedures	3
Transfer Procedures	5
Voluntary	5
Involuntary	5
Procedures	5
Appeals	5
Staff Reduction Procedures	6
Decision and Categories	6
JESPA Seniority Provisions	6
Insurance	8
Coverage	8
Health, Major Medical, Long-Term Disability, and Life	8
Dental Insurance	8
Life Insurance	8
Insurance Deduction	9
Selection of Carriers	9
Insurance Committee	9
Committee Report	9
Evaluation	9
Job Classification	10
In-Service Training	11
Safety Provisions	11
Holidays	12
Work Year	13
Leaves of Absences	13
Vacation	16
Hours and Overtime Compensation	17
Salary and Benefits	18

Grievance Procedures

Section 1

The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of Employee grievances and disputes over alleged violations of this handbook appendix. There shall be an attempt to resolve informally or at the earliest possible stage of all grievances. Informal settlements in any stage shall not serve as a precedent in any other grievance proceeding.

Section 2

A "grievance" is a claim by an Employee or group of Employees that there has been a misinterpretation, violation, or misapplication of any provision of this handbook appendix.

Section 3

- a. Every Employee covered by this handbook appendix shall have the right to present grievances in accordance with these procedures.
- b. An aggrieved person may be represented at all levels of the grievance procedure by himself/herself or at the Employee's option, by a representative selected or approved by the Association or another employee of the aggrieved person's choosing. When an Employee is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest.
- c. All meetings and hearings shall be conducted in PRIVATE and shall include only witnesses, the parties in interest, and their designated or selected representatives.
- d. The failure of an Employee to act on any grievance within the prescribed time limits (within ten calendar days) will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next level. The time limits, however, may be extended by mutual agreement. All time limits shall consist of calendar days.
- e. It is agreed that any investigation or other handling or processing of any grievance by the grieving Employee shall be conducted so as to result in no interference with or interruption whatsoever of the instruction program and related work activities of the grieving Employee, other Employees, or the Employer.

Section 4

- a. First Level - Within ten (10) calendar days of the date of the alleged violation, the Employee shall notify the principal or his/her immediate supervisor of his/her request for an informal discussion on the alleged grievance. The principal or immediate supervisor shall set a date and time for the informal discussion to be held not later than ten (10) calendar days after the notification.

- b. Second Level - If the grievance cannot be resolved informally at Level 1, the aggrieved Employee shall file the grievance in writing. Official grievance forms can be obtained in all building offices. The grievance should be filed with the same supervisor as in level one within ten (10) calendar days from the date of the informal discussion. The supervisor shall at the time of receipt of the written grievance, set a time and date to discuss the matter. (Grievance forms can also be found on the Employee intranet).

The supervisor shall make a decision on the grievance and communicate it in writing to the Employee and to the Director of Human Resources within ten (10) calendar days after the receipt of the written level 2 grievance.

- c. Third Level - In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved Employee shall file, within seven (7) calendar days of the written decision at the second level a copy of the grievance with the superintendent. Within ten (10) calendar days after such written grievance is filed, the aggrieved and the superintendent shall meet to resolve the grievance. The superintendent shall file an answer within ten (10) calendar days of the third level grievance meeting and communicate it in writing to the Employee and the Association.

Section 5

Other General Provisions

- a. No punitive action or negative recommendation shall be based on anyone's participation in a grievance procedure.
- b. Records of grievance procedures are not to be kept in Employee's personnel file, but they may be kept in a separate grievance file.
- c. The aggrieved party may withdraw his/her written grievance at any level in the procedure.
- d. Grievances shall be handled as rapidly as justice will allow, but the number of days allotted for any level in the procedure may be extended by mutual agreement.
- e. In the event that a grievance is filed when the end of the school year would interfere with the processing of the grievance through all the levels and if the unresolved grievance would result in irreparable damage to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the various levels may be exhausted prior to the end of the school year or not later than thirty (30) calendar days thereafter. Eleven (11) or twelve (12) month Employees are excepted from this provision.
- f. Election of remedies - If the Association or any Employee files any official claim or complaint in any form other than the grievance procedure of this agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

Transfer Procedures

Definition: The movement of an Employee from one building, department classification, route or other designated work assignment on a permanent work assignment basis, shall be considered a transfer.

Voluntary

1. Employees desiring a change to any available, open position for which they are qualified, should submit a request to transfer electronically (online) when the position is posted.
2. Employees who voluntarily transfer from one salary classification to another will enter the new classification at the step closest to, but not less than, their current step.

Involuntary

1. An involuntary transfer may be made at any time as a result of a change in programming, a change in the number of pupils in an attendance area, resignation of staff, school building construction programs, or Board approved program notifications.
2. An involuntary transfer shall be made only after a meeting has been held between the Employee involved and their supervisor and/or the Director of Human Resources.
3. Employees who are involuntarily transferred from one salary classification to another will move laterally, and occupy the same salary step in the new classification for the same number of assigned hours for the remainder of the fiscal year.

Procedures

1. An Employee involuntarily transferred shall be notified of such transfer as soon as possible, but no later than ten (10) days before such a transfer is made unless an emergency situation dictates otherwise.
2. A written statement explaining the reasons for the involuntary transfer shall be presented to the Employee with a notice of the transfer.
3. Notices of job openings shall be posted electronically to each Employee's district e-mail for a period of five (5) working days.
4. Voluntary, qualified transfers shall take precedence over involuntary transfers for the position available.

Appeals

In the event that the Employee objects to an involuntary transfer on the basis of the reasons provided to the Employee, the Employee may appeal the involuntary transfer within twenty (20)

calendar days of the meeting listed in # 2 of the involuntary transfer language. The appeal should be directed to the superintendent, or his/her designee, who shall meet with the Employee and discuss the matter.

Staff Reduction Procedures

Decision and Categories

1. The district will determine when a reduction of staff is necessary and the category where the reduction will occur. The categories for JESPA reduction of staff are as follows:

Schedule A Associates

Crossing Guards
4-year-old preschool, Building, Secretarial
Special Education, Transportation
Severe & Profound
Interpreter
Safety Monitor

Schedule B Nutrition

Team Lead
Variable Hour Cook

Schedule C Custodians

Head Custodian
Night Custodian
Utility Custodian & CDL Driver
General Custodian

2. Employees will be placed in any category in which the Employee has worked in the District within the past five (5) years. An Employee will be determined to have worked in a category if he or she has worked at least one (1) year in that category in a regular work assignment.
3. The Superintendent or designee may add categories when a position does not correspond well to the listed categories.

JESPA Seniority Provisions

1. For the purpose of this Article, seniority will be calculated in the following manner:
 - a. Seniority will begin to accrue from the Employee's most recent date of hire in the District. ("Date of hire" means the most recent date on which the Board officially took action to employ the Employee.)
 - b. Each year of continuous employment in the district after the most recent date of hire shall count as one (1) year.
 - c. A year of employment shall mean employment of the Employee for ninety (90) or more consecutive school days in each school year.

2. When seniority is equal between or among Employees, ranking of those two Employees shall be determined by random process on a case by case basis.

Order

1. Whenever a reduction of staff is deemed necessary, the District shall attempt to accomplish same by attrition of Employees within the category where the reduction is to be made.
2. In the event the necessary reduction cannot be adequately accomplished by attrition, letters of assignment will be given to the Employees with the greater school district seniority in the category where the reduction is to be made.
3. Any Employee selected for staff reduction from one category who has worked in another category in the last five years, may displace (bump) the least senior Employee in the other category. If the Employee chooses to exercise this right, the Employee must notify the Director of Human Resources via e-mail of such intention within three (3) working days of notification of reduction.
4. Any Employee displaced (bumped) through this section (no. 3 above) shall have the same right to displace (bump) the least senior Employee in another category in which the bumped Employee has worked in the last five years.

Part-Time

These procedures shall not require the District to reduce an Employee if the reduction would create part-time positions.

Recall

1. Any Employee reduced for staff reduction reasons shall have recall rights to the category held at the time of reduction for one (1) year from the effective date of reduction, and shall be recalled to vacant positions in such category in inverse order of reduction (inverse means last reduced, first recalled). Employees reduced for staff reduction purposes may apply for open positions in other categories. An Employee who rejects a position for which he or she is eligible will be removed from the recall list and lose all recall rights.
2. Any Employee re-employed by exercising recall rights shall be placed at the step on the salary schedule for which he or she is eligible. No fringe benefits shall accrue during such period. Employees would advance to the next step they should have been on had they not been reduced.
3. An Employee on recall must notify the Superintendent of any change of email address and phone number for as long as the Employee is on recall.
4. A reduced Employee is automatically on recall until June 1 of the following year.

5. Notice of recall shall be sent via email. The reduced Employee shall have ten (10) calendar days after receipt or attempted delivery to respond to the notice of recall. Any reduced Employee who fails to respond within ten (10) calendar days will be removed from the recall list and lose all recall rights.

Insurance

Coverage

The Employer-provided insurance programs shall be for twelve (12) consecutive months beginning July 1 of each year.

1. For health, major medical, dental, life and long-term disability insurance plans, "Employee" means full time persons who are regularly scheduled to work at least thirty (30) hours per week.
2. Employees working between 20 and 30 hours may purchase the district health insurance at the Employee's expense.

Health, Major Medical, Long-Term Disability, and Life

1. Each eligible full-time Employee shall be covered by a health and major medical program. Details related to coverage are available on Employee Online. The Employer shall contribute \$760 per month and each Employee shall contribute one dollar (\$1) per month for the Employee's single rate premium for the health and major medical program.
2. The Employer shall contribute an additional one hundred eighty-four dollars (\$184) toward the family plan per month.
3. Each Employee shall be covered by a long-term disability insurance program paid for by the Employer in full.

Dental Insurance

Each Employee shall be covered by a dental insurance plan paid for by the Employer not to exceed fourteen dollars (\$14) per month. The dental insurance plan shall permit an Employee to purchase coverage for spouse and dependent children at the Employee's expense. Details related to coverage are available on Employee Online.

Life Insurance

Each full-time Employee shall be covered by \$20,000 of life insurance. If at least twenty-five (25) Employees elect to purchase supplemental life insurance, up to an additional \$200,000 of supplemental life insurance (in increments of \$10,000) can be purchased by the Employee at the Employee's expense with medical evidence; provided, however, that if more than 75% of the

bargaining unit elects to take such coverage, then supplemental life insurance can be purchased without medical evidence. The premium may be deducted from the Employee's salary.

Insurance Deduction

Upon appropriate authorization from the Employee, the Employer shall deduct an Employee's contribution to insurance under this article.

Selection of Carriers

The School District shall notify the Association of carriers of Employee-related insurance. If a change in carrier is being considered, the Association will be asked for recommendations and information, but any change and selection of insurance carrier remains the prerogative of the Board.

Insurance Committee

The Insurance Committee shall consist of three (3) members appointed by the Association and three (3) administrators or board members appointed by the Employer. The Chief Financial Officer shall serve as Chairperson of the Committee.

Committee Report

The Committee shall make recommendations to the Employer and the Association not later than May 1st. The recommendations shall address, without limitation, the following:

1. Medical plan design
2. Quality Care
3. Cost Containment

Evaluation

1. All new Employees shall be formally evaluated at least once per year in each of the Employee's first two (2) years of employment by the building principal, associate principal, student support facilitator, student support specialist, department director, assistant director or production manager. This process will include one formal observation.
2. All other Employees, except those referred to in Section 1 above shall be formally evaluated at least once every three years and completed by April 15th. This process will include one formal observation. The principal and/or department director may schedule other formal evaluations at any time. Employees may request an additional, formal evaluation by making a written request to the building principal or department director prior to February 1st in any year and such additional, formal evaluation shall be made by the building principal,

associate principal, student support facilitator, student support specialist or department director.

3. Evaluation of Employees by the Employer shall not be limited in any way at other times of the year, nor in any manner. The Employer may evaluate through general observation, other written methods, verbal communications, or other methods, or a combination of methods the Employer so chooses.
4. All formal evaluations will be conducted in the Frontline Professional Growth System. Copies of evaluations will be stored electronically. Employees have the ability to print a copy of their evaluation if they choose. The Employee will acknowledge receipt of their evaluation electronically. The Employee shall have the right to respond to the evaluation in writing and have the response placed in his/her file. The Employee's acknowledgement on the electronic evaluation shall in no way signify agreement with the evaluation and shall serve only as an acknowledgement. If a non-probationary Employee does not agree with the Employer's evaluation, the Employee may request a review of his/her performance utilizing a team approach. This request must be made in writing to the evaluator within five (5) days of receipt of the final evaluation. The review team shall consist of two individuals--the evaluator and a Johnston School District administrator--mutually agreed upon by the Employee and the evaluator. If mutual agreement cannot be reached, the Director of Human Resources shall appoint the administrator for the team review. After the review, the Employee may grieve the evaluation. The evaluation will be sustained unless it is not based on the procedures of this article or is without basis of fact.
5. A consistent evaluation form shall be used for all departments across the district. Any changes to the form will be mutually agreed between the district and the Association. Employees can find the form in the Frontline Professional Growth system.
6. Any classified Employee whose performance is not satisfactory at any point or who received a "does not meet" rating on the evaluation will work with the supervisor to develop an individual improvement plan. This form will be placed in the Frontline Professional Growth system.

Job Classification

Full-Time Employees

A full-time Employee is one whose regular paid job assignment or paid work duties total thirty (30) or more hours per week.

Part-Time Employees

A part-time Employee is one whose paid job assignment or paid work duties total less than thirty (30) hours per week.

Additional Explanation

No part-time Employee temporarily working more than thirty (30) hours per week shall be classified as a full-time Employee during that temporary work assignment.

Summer Work Employees

Employees covered under this handbook appendix during the regular school year and work as summer temporary Employees during the time school is not in session in a different capacity than their regular school year employment, would be paid at the rate of eighty (80) percent of the top step in the appropriate salary classification or the hourly rate of pay received in the school year previous to the summer employment, whichever is greatest.

In-Service Training

- A. In-service training is defined as training provided by the Employer to Employees during the service year. An in-service advisory committee, to include both administrative and Employee representation, shall be appointed by the Employer for the purpose of making recommendations for improvement of the District's in-service training program. Such recommendations to the District emanating from the advisory committee shall be given consideration within the constraints of content, timing, and budgeting considerations.

- B. Continuing Education

The Employer encourages all Employees to seek out opportunities for professional improvement. An Employee shall submit written requests for such professional improvement opportunities to his/her appropriate, immediate supervisor for approval. Initially, any costs associated with these professional improvement opportunities shall be paid by the Employee.

- C. Reimbursement

The Employer shall reimburse Employees for approved expenses related to professional improvement as described above, a maximum of \$300.00 per fiscal year and such reimbursement shall be limited to tuition, books, course materials and supplies, and transportation outside the school district.

Safety Provisions

1. Free off-street parking facilities shall be provided to all Employees where such parking facilities are available.
2. The Employer will make an effort to provide and maintain safe working conditions for the Employees. The Association will cooperate in this effort and will encourage all Employees to work in a safe manner.

3. Employees shall immediately report cases of assault suffered by the Employee in connection with their employment to their immediate supervisor and to the Association. Such assaults shall be reported to the police by the Employee if the Employee wishes. If an Employee and/or the Association makes a report to the police they should also make a report to district administration.
4. No Employee shall be asked or required to search for a bomb in case of a bomb threat.
5. If an Employee is required by the Employer to wear a uniform or use protective clothing or any kind of protective device, such uniform or device shall be provided by the Employer (with the exception of food service).

Holidays

- A. The following holidays will be paid to all personnel covered by this agreement, providing the Employee's assigned workday calendar covers the period of indicated holidays:

New Year's Day
Memorial Day
July 4th (12-month Employees only)
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve (12-month Employees only)
Christmas Day

- B. Current personnel, who are employed during the summer months, shall receive the July 4th holiday as if he/she were a twelve-month Employee.
- C. If an Employee is required to work on a designated holiday, he or she shall be paid at a time and one-half rate. Whenever any holiday falls on a Saturday, the previous Friday shall be observed. If a holiday falls on a Sunday, the following Monday shall be observed. If a holiday falls on an Employee's regularly scheduled day of vacation, he or she shall be compensated with an additional day off.

D. Optional Holidays (12-month Employees only)

1. There shall be one day for an "optional holiday" selected by the Employee. This holiday shall not be taken on a school day when students are in attendance.
2. The holiday will be selected by the Employee and approved by the immediate supervisor ten (10) working days prior to the holiday requested. The 25% vacation rule would apply to request this day off. (See the section titled "Vacations" in this handbook appendix).
3. Should there be some scheduled event such as an athletic event that will be in a given building on this selected holiday, then two persons must be present to take care of the

event. Working at such an event will be the option of the senior Employee in that building. If such a conflict should come about, the two persons on duty shall have another day selected by them for their "optional holiday".

Work Year

Note: All days/hours of work listed in this section are estimates only and not a guarantee. All work calendars will be posted annually to Employee Online.

1. Custodian

The work year shall consist of the actual workdays in any fiscal year and shall include nine (9) paid holidays.

2. Associates

- a. Secretarial, Building, Special Education, Severe & Profound, 4-year-old Preschool, Interpreter

The work year shall consist of scheduled student school days, four (4) work/professional development days and six (6) paid holidays

- b. Safety Monitor and Crossing Guard

The work year shall consist of scheduled student school days, one (1) work/professional development day, and six (6) paid holidays.

- c. Transportation

The work year shall consist of scheduled student school days and six (6) paid holidays. In addition, three (3) in-service days and/or two (2) workdays may be required by the Employer. These in-service days may be of varying lengths of time and all personnel will be paid for the actual time worked on these required in-service days.

3. Nutrition Staff

The work year shall consist of scheduled student school days, two (2) workdays, two (2) in-service days, and six (6) paid holidays.

The general descriptions of "work year" are meant to be illustrative of the normal full-time assignments. Nothing in these descriptions shall prevent the Employer from exercising its sole discretion in part-time work assignments.

Leaves of Absences

All leave shall be taken in one-hour increments.

A. Personal Illness

Employees shall be granted leave of absence for personal illness or injury with full pay at a rate of days per year as follows:

First year of employment	10 days
Second year of employment	11 days
Third year of employment	12 days
Fourth year of employment	13 days
Fifth year of employment	14 days
Sixth year of employment	15 days

This leave may be used in hourly increments. Leave will be prorated based on the employee's date of hire.

Exception: Twelve-month Employees shall receive one (1) day per month for the months worked for the first, second and third year of employment. Otherwise as above.

The amount above shall apply only to consecutive years of employment in the school district and unused portions shall be cumulative to a total of one hundred and fifty (150) days. The Employer may request medical proof from an Employee absent for more than three (3) consecutive days due to personal illness or injury prior to the Employee receiving pay for sick leave. In the case of an absence due to a healthcare appointment, the Employer may request medical proof of attendance at any time prior to the employee receiving pay for personal illness leave.

a. Family Illness Leave

May be used to the extent of six (6) days per school year for illness in the immediate family. Immediate family shall mean parents, stepparents, grandparents, brothers, sisters, spouse, children, stepchildren, grandchildren, father-in-law, mother-in-law, sister-in-law, or brother-in-law of the Employee. This leave may be used in hourly increments. Leave will be prorated based on the month in which employment commences. Use of family leave will also result in deduction from personal illness leave. In the case of an absence due to a healthcare appointment, the Employer may request medical proof of attendance at any time prior to the employee receiving pay for family illness leave.

b. Bereavement Leave

Ten (10) paid days of leave per year shall be available to an Employee for the death of immediate family members, relatives, and friends. Employees may use a maximum of five (5) days per death or a maximum of ten (10) days for a spouse or child. A maximum of five (5) days per year may be used for the death(s) of non-relatives. This leave may be used in hourly increments upon the supervisor's approval. Unlike other leaves, this leave is not subject to being prorated. The Employer reserves the right to request documentation of funeral attendance. See above in B of this section for definition of immediate family.

An Employee may use personal/emergency leave attached to bereavement leave in which case the restrictions for personal/emergency leave do not apply. This is in addition to the ten days and may be used to extend the five-day maximum.

The superintendent may grant additional bereavement leave days as circumstances warrant. Such action shall not be precedent setting.

c. Other Leave Provisions

1. Emergency Leave

Beginning in the 2022-2023 school year, employees will no longer earn emergency leave. Existing employees employed in the 2021-2022 school year or before who have banked emergency leave will have their banked amount frozen for future use.

2. Personal/Emergency Leave

Two (2) days total per year, cumulative to five (5) days. A prorated amount of personal leave will be earned for employees hired after the start of the contract year. This leave will be granted as long as no more than one (1) person for every fifteen (15) Employees in a building at one time are on such leave. A JESPA professional development day, the day immediately preceding or immediately following a scheduled school recess day for both staff and students, or any day during the first and last five student contact days may not be used for personal/emergency leave unless connected to bereavement leave as described in bereavement leave section, needed for specific family events, or needed to address significant personal emergency. All exceptions to the restrictions described must be approved by the Director of Human Resources.

3. Adoption Leave

Employees adopting a child may use up to ten (10) sick days following the legal adoption of the child. The ten (10) days must be used consecutively.

4. Other provisions

Full-time Employees upon request to the supervisor or principal may leave one (1) hour early or arrive one (1) hour late from regular duties three (3) times per year, for doctor's or dentist's appointments or other personal business which cannot be scheduled any other time, without deduction from personal leave. This provision can be used in one-half (1/2) hour increments.

5. Family and Medical Leave Act

Employees who have been employed by the district for at least 12 months and have worked at least 1,250 hours during the last 12 months are eligible for up to 12 workweeks of leave permitted under the Family Medical Leave Act (FMLA). Employees may qualify for up to 26 workweeks of FMLA coverage to attend to a covered military service member.

During FMLA leave, the district shall continue its contribution to the cost of all benefits, including health insurance. FMLA leave and other leave provisions in this handbook appendix that provide for paid leaves will run concurrently when regulations permit (Ex. Sick leave and FMLA leave both start with the occurrence of a serious accident). The provisions of the Family and Medical Leave Act and the regulations issued regarding it shall control the use of FMLA leave. All questions regarding FMLA leave should be directed to the Human Resources Department. Additional information can be found at the U.S. Department of Labor web site <https://www.dol.gov/agencies/whd/fmla>.

6. Jury Duty

Employees of the School District may be excused for jury duty. The Employees must notify Human Resources and their immediate Supervisor within two business days of receiving the notification summons. The Employee must provide Human Resources a copy of the summons at which time the Human Resources office will send the Employee complete instructions on the Jury Duty process contained within the Board Policy. Employees are instructed to submit a copy of the jury reimbursement check, deposit that check, and write a personal check payable to Johnston Community Schools, reimbursing the District for the stipend portion of the Jury service that occurred during the Employee's assigned hours. Employees keep any mileage reimbursement.

Vacation

Twelve (12) month Employees shall receive the following paid vacation leave per year as follows:

First year of employment	10 Days
Second year of employment	11 Days
Third year of employment	12 Days
Fourth year of employment	13 Days
Fifth year of employment	14 Days
Sixth year of employment	15 Days
Seventh year of employment	16 Days
Eighth year of employment	17 Days
Ninth year of employment	18 Days
Tenth year of employment	19 Days
Eleventh year and beyond	20 Days

Employees shall give written notice to their supervisor three (3) days in advance for approval who, in return, will provide the Employee with their vacation approval within two (2) days. Where there is a conflict in requested vacation times, the selection preference shall be determined by two factors. First priority is the date the supervisor receives the request. Second priority, if dates of requests are the same, employment longevity will be the determining factor. Vacation pay shall be at the regular rate and will be paid on regularly scheduled paydays. No vacation time may be used in the five (5) days preceding the start of school unless connected to bereavement leave, needed for significant family events, or needed to address significant personal emergency. All exceptions to the restrictions described must be approved by the Director of the Human Resources Department.

Employees who leave the district from a vacation-eligible position will be compensated for unused, accrued vacation. Accrued vacation will be prorated to the date of separation. If employees leaving the district have used more than their prorated vacation total, a deduction will be made from their final pay.

Vacation leave shall be taken in one-hour increments.

A prorated portion of vacation time will be earned by all 12-month Employees hired after the start of the contract year. In addition, all 12-month Employees will be allowed to carry over no more than one-half of the annual earned amount of vacation time for that year.

Hours and Overtime Compensation

1. Hours

a. Custodians

The normal work hours for custodians who begin work before 12:00 PM (noon) shall be eight (8) hours per day exclusive of the 1/2-hour lunch period. The normal work hours for custodians who begin work 12:00 PM (noon) or later shall be eight (8) hours per day inclusive of the 1/2-hour lunch period. Each work day for all custodians shall include two (2) fifteen (15) minute rest breaks approximately mid-way through a four (4) hour work period.

b. Four-Year-old Preschool, Building, Secretarial, Special Education, Severe & Profound Associates

- Employees assigned for six (6) hours or more shall receive a ½ hour non-paid lunch and two (2) fifteen-minute breaks.
- Employees assigned for five (5) to five and three quarters (5.75) hours shall receive a ½ hour non-paid lunch and one (1) fifteen-minute break.
- Employees assigned for four and three quarters (4.75) hours or less shall be given one (1) fifteen-minute break. The Employer may schedule a ½ hour non-paid lunch break.

c. Transportation Associates

The normal workday for this group shall be dependent on their individual letters of assignment.

d. Nutrition Staff

The workday for this group shall be dependent on their individual letters of assignment.

Employees whose assignments are for 7.5-8 hours daily shall have two (2) fifteen (15) minute breaks and a thirty-minute (30), non-paid lunch.

Employees whose assignments are for 5.75-7.25 hours daily shall have one (1) fifteen (15) minute break and a thirty-minute (30) non-paid lunch.

Employees whose assignments are for 4.25-5.5 hours per day shall have one (1) fifteen (15) minute break.

2. Overtime Compensation

Federal guidelines will be used in defining overtime. Individuals will qualify for overtime only if one has been in attendance for 40 hours during the week, with the exception of buildings & grounds and custodial employees who will earn overtime for any hours compensated above 40 when the workweek contains a designated holiday. For all JESPA staff other than buildings & grounds and custodial staff, no leave time used during the time period can be used towards the 40 hours. Overtime pay or Comp time will accumulate at 1.5 times the rate of defined compensation. Comp time must be taken during a pay period immediately following the previous pay period during which comp time was earned. Individuals must give two (2) days' notice prior to taking comp time.

Salary and Benefits

1. Credits for Experience

It shall be the sole and exclusive right of the Employer to validate and give credit for previous work experience to new and existing Employees relative to salaries and salary placement.

2. Pay for Hours Worked

Employees shall be paid only for hours worked. Lunch periods shall not be counted as work hours, except as noted in section titled "Hours and Overtime Compensation", subsection a above.

3. Shift Differential

Night custodians shall be paid for the ½-hour lunch period and such time is within the eight-hour night agreement.

4. Call-In Pay

If an Employee is called in to work by his/her supervisor during non-scheduled hours, the Employee is guaranteed a minimum of two (2) hours of pay for this work. If the hours are more than the minimum, the Employee will be paid for actual hours worked.

5. Other Provisions

Less than twelve (12) month Employees hired prior to July 1, 2013 shall be given the option prior to the September payroll to be paid hourly based on hours worked, or averaged over twelve (12) equal payments.

Employees hired after July 1, 2013 will only be paid based on hours worked and will not have the option to be paid over 12 months.