

Scenario 2 - Class Coverage

During bargaining, the union and the school worked collaboratively to address the substitute shortage by adding new language to the contract for class coverage. This would allow a teacher to receive payment for covering a colleague's class.

After ratification, multiple buildings reported administrators denying the payment. They reason for the denials varied from building to building. Special education teachers at the middle school do not have a guaranteed prep time and were deemed to not qualify for the class coverage payment. High school special education teachers were receiving the payment, even if they did not have a prep time when they covered someone's class. School counselors were denied class coverage payments at the high school, but were given class coverage payments at the middle school. Elementary specials teachers (PE, art, music, tech) were told they did not qualify for class coverage payments, as they did not have the same class of students all day. Elementary general education teachers were given class coverage payments, even though many of them switch groups of students across the day.

AGREEMENT BETWEEN THE
SCHOOL DISTRICT AND EDUCATION
ASSOCIATION

This Agreement, made and entered into between the Board of School Trustees, School District, Howard County, Indiana (hereinafter called the "Board") and the Education Association, an affiliate of the Indiana State Teachers Association and the National Education Association (hereinafter called the "Association").

WITNESSETH:

WHEREAS, the Association has been certified as the exclusive representative of certain certificated school employees of the Board; and,

WHEREAS, The Board and the Association have entered negotiations, have reached agreement and wish to reduce such agreement to writing;

NOW, THEREFORE, The Board and the Association agree as follows:

ARTICLE I

RECOGNITION OF ASSOCIATION

Section 1. Recognition. The Board hereby recognizes the Association as the exclusive representative for all school employees in the following appropriate Bargaining Unit:

Including:

All full-time certificated school employees of the School District, including but not limited to all full-time teachers, job sharing teachers, counselors, media specialists, head teachers, lead teacher, instructional facilitators, educational consultants, and all employees that are not full-time but are included pursuant to the decision of IEERB in Case No. 73-R-2.

And excluding:

All employees on an administrative contract and/or administrative salary schedule;

All contractors, subcontractors and vendors which have been hired or retained by the Board to provide goods or services on behalf of the school district;

All employees serving as school safety or school resource officers; and
All classified employees; and

Hearing Therapists;

Speech Language Pathologists; and

School Psychologists.

Unless otherwise indicated or required by the context, the term "teacher" when used herein shall refer to all employees included in the above described appropriate Bargaining Unit.

ARTICLE II

SALARY AND OTHER COMPENSATION

Section 13. Class Coverage. A secondary teacher who is required to forego their preparation period because the teacher is assigned to cover a period for another teacher will be paid fifteen dollars (\$15) for the period. If an elementary teacher whose regular daily assignment is teaching a class of students for the full day is assigned to cover an additional class of students for another teacher, then s/he will be paid sixty dollars (\$60) for covering a full day or thirty dollars (\$30) for covering a half day.

ARTICLE VIII

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Definition. A grievance is a dispute concerning the interpretation, application or alleged violation of a specific article or section of this Agreement by the Board.

Section 2. Procedure. Grievances, with the exception of those that are not appropriate to be resolved at the building level, shall be disposed of in the following manner:

Step One - Immediate Supervisor

Within twenty (20) working days of the time that the grievant knew, or reasonably should have known, of the grievance, the grievant shall present the grievance orally to the immediate supervisor at a time when the grievant does not have students under direct supervision. Within five (5) working days after presentation of grievance, the immediate supervisor shall orally answer the grievance.

Step Two - The Principal

- (a) Within five (5) working days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and submitted

to the building principal on the form provided by the Administration and the Association representative. See Appendix C.

- (b) The grievance shall (1) name the employee involved, (2) identify the specific provisions of this Agreement alleged to be violated, (3) state the facts giving rise to the grievance, and (4) indicate the specific relief requested.
- (c) Within five (5) working days after receiving the written grievance, the principal shall give her/his answer in writing to the grievant.

Step Three - The Superintendent

- (a) If the grievance is not resolved in Step Two, the grievant may, within five (5) working days of receipt of principal's answer, appeal to the Superintendent by filing the grievance and the principal's answer, along with any written response of the grievant to the answer of the principal, with the office of the Superintendent, which shall receipt therefore.
- (b) Grievances which are not appropriate to be resolved at the building level shall be initiated at this step.
- (c) The Superintendent, or her/his designated representative, shall hear the grievance within ten (10) working days after receipt of any written grievance properly filed with the Superintendent's office and shall render her/his decision in writing within ten (10) working days after such hearing.

Step Four - Arbitration

- (a) Within twenty (20) working days after receipt of the decision of the Superintendent, the Association, upon written notice to the Superintendent, may submit the grievance to arbitration in accordance with the rules of the American Arbitration Association.
- (b) The arbitrator so selected shall only have the jurisdiction and authority to interpret and apply the applicable provisions of this Agreement to any grievance which is subject to arbitration and has been submitted to her/him by the parties in accordance with the provisions of this Agreement. No arbitrator shall have the jurisdiction or authority to add to, take from or modify any of the terms of this Agreement, nor to resolve any claim not founded upon the express provisions of the Agreement.
- (c) The arbitrator shall be bound by the evidence and exhibits submitted to her/him at the hearing. The decision of the arbitrator shall be in writing, shall be limited to the issues directly submitted to her/him by the grievant and shall be final and binding upon the Board, the Association, and the grievant when rendered upon a matter within the authority of the arbitrator.

- (d) The fees and expenses of the arbitrator and the cost of the hearing room shall be shared equally by the parties. All other expenses shall be paid by the party incurring them.

Section 3. Failure to Observe Time Limits. In the event the grievant or the Association fails to exhaust its remedies under the grievance procedures provided above, or to abide by the time limits with respect to each step, the grievance shall be presumed to be abandoned and the matter shall be settled in accordance with the Administration's last answer thereto. In the event the Administration fails to give its answer at any step within the time limits prescribed, the Association shall have the right to proceed immediately to the next step, including arbitration. Any time limit may be extended by mutual agreement of the parties.

Section 4. Effect of Settlement. Any settlement of a grievance affected in the first and second steps of the grievance procedure shall be applicable to that grievance only, and shall not be binding authority for the disposition of any other grievance unless the settlement is approved in writing by the Association and the Board.

Section 5. Right to Representation. A grievant shall be entitled, upon request, to be represented by a representative of the Association at any Step of this grievance procedure.

ARTICLE X

EFFECT OF THE AGREEMENT

Section 1. Complete Agreement. The parties mutually agree that the terms set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties expressed in a written amendment hereto. All subjects having been fully settled, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively during the term of this Agreement. This Agreement shall supersede any rules, regulations, prior agreements, or practices contrary to or inconsistent with terms contained within this Agreement.

The parties agree to be bound by Indiana's administrative, statutory and case law in effect as of the ratification date of this agreement. Should the law in Indiana be modified subsequent to the ratification date of this agreement, it shall have no effect on this agreement unless a provision is deemed unlawful by a court of competent jurisdiction. In that event, the parties agree to delete the unlawful provision as set forth in the Severability Clause above.

APPENDIX C

GRIEVANCE REPORT FORM

Grievance

#_____School Dist.

Distribution of Forms

1. Superintendent 2. Principal

3. Association 4. Teacher

GRIEVANCE REPORT

Submit to Principal in Duplicate

Building

Assignment

Name of Grievant

Date Filed

STEP III

A. Date Cause of Grievance Occurred _____

B. 1. Identify the Specific Provisions of Agreement Violated

2. Statement of Grievance_____

3. Relief Sought_____

Signature

Date

C. Disposition by Principal _____

Signature of Principal

Date

D. Position of Grievant _____

Signature

Date

STEP III

A. Date Received by Superintendent or Designee _____

B. Disposition by Superintendent or Designee _____

Signature Date

C. Position of Grievant _____

Signature Date

APPENDIX C (continued)

GRIEVANCE REPORT FORM

Grievance

Distribution of Forms

#_____ School Dist.

- | | |
|-------------------|--------------|
| 1. Superintendent | 2. Principal |
| 3. Association | 4. Teacher |

GRIEVANCE REPORT

STEP IV

Submit to Superintendent in Duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

Date Submitted to Arbitration _____

Signature of Association Representative