

NILES COMMUNITY SCHOOLS
ASSOCIATION OF OFFICE PERSONNEL

MASTER AGREEMENT

FOR

2011-2013

NILES, MICHIGAN

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This Contract, entered into this 18th day of January, by and between the BOARD OF EDUCATION of the City of Niles, Michigan, hereinafter called the "Board," and the NILES COMMUNITY SCHOOLS ASSOCIATION OF OFFICE PERSONNEL, hereinafter called the "Association";

WITNESSETH:

Whereas the Board has a statutory obligation, pursuant to act 379 of the Michigan Public Acts of 1965, to bargain with the Association, as the representative of its office personnel, with respect to hours, wages, and terms and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all educational secretaries and all personnel engaged in secretarial and clerical work, including bookkeepers, clerks, library clerks, machine operators, receptionists, switchboard operators, and typists, but excluding supervisory, executive personnel, and payroll supervisor, within the bargaining unit as established by the State Labor Mediation Board's decision and direction of election of July 13, 1970, and the election of July 22, 1970. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Office Personnel" or "Bargaining Unit Member."
- B. The Board agrees not to negotiate with any educational office personnel organization other than the Association for the duration of this Contract.

ARTICLE 2

Employees' Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Association member in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any Association member with respect to hours, wages, or any terms or conditions of employment by reason of her membership in the Association, her participation in any activities of the Association or collective professional negotiations with the Board, or her institution of any grievance, complaint, or proceeding under this Contract or otherwise with respect to any terms or conditions of employment.
- B. The provisions of this Contract and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in or association with the activities of any employee organization.
- C. Each Bargaining Unit Member, upon written request, shall have the right to review the non-confidential contents of her personal file located in the Administrative Services Center. The employee may request another Bargaining Unit Member to accompany her in this review. No material may be placed therein without allowing the employee an opportunity to file a response thereto, and said response shall become a part of the file.
- D. Job descriptions shall be furnished by the Board to each present employee, newly hired personnel, and the Association president. Job descriptions shall be furnished by the Board for personnel placed in newly created positions and/or positions that change within thirty days of job assignment.
- Job descriptions shall be reviewed by each employee and her supervisor(s) before June 1 and updated when appropriate. A copy of any change will be given to the president of the Association within thirty days.
- E. The Bargaining Unit Member shall confer with his/her immediate supervisor to determine whether the workload necessitates additional help. If the Board agrees that it does, alternatives to ease the workload will be initiated within ten (10) workdays. Alternatives may include assigning overtime, hiring substitute help, postponing work, etc.

ARTICLE 3

ASSOCIATION RIGHTS

- A. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Contract; and the Board and the Association agree to be bound by any lawful order or award thereof.
- B. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the financial resources of the district which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the bargaining unit members, together with information which may be necessary for the Association to process any grievance or complaint.
- C. A Bargaining Unit Member engaged during the working day in negotiating on behalf of the Association with any representatives of the Board or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. This shall include witnesses, the Association president and grievance chairperson at arbitration hearings.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms except on Saturday or Sunday and only in the same manner as the Board schedules and charges for such facilities for other groups. The Association shall have the right to post notices of its activities and matters of Association concern on school bulletin boards, at least one of which shall be provided in each school building.
- E. The procedure in all cases of nonpayment of the appropriate service fee shall be as follows:
 - 1. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested, explaining that he or she is delinquent in not tendering the service fee, specifying the current amount of the delinquency and warning him or her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days of the Association's notification to the bargaining unit member, he or she shall be reported to the Board and a deduction of service fee shall be made from his or her salary.
 - 2. If the bargaining unit member fails to comply, the Association shall give a copy of the letter sent to the delinquent bargaining unit member and the following written notice to the Board at the end of the fourteen (14) day period:

The Association certifies that (NAME) has failed to tender the periodic service fee required as a condition of employment under the agreement and demands that, under the terms of this agreement, the Board deduct the delinquent service fees from the collective bargaining unit member's salary. The Association certifies that the amount of the service fee includes only those items authorized by law.

3. The Board, upon receipt of said notice and request for deduction, shall act pursuant to the paragraphs above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between bargaining unit members.
4. Bargaining unit members may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association. A copy of the Association's policy will be provided to each Fee Payer by the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures."

F. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
3. The Association shall have, after consultation with the Board, complete authority to compromise and settle all claims, which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages, including claims paid, and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

G. During the life of this Agreement, the Board agrees to deduct from a paycheck of each month, September through June, for those employees who so authorize by properly executed payroll deduction authorization cards, the monthly dues or fee in such amounts as shall be certified by the Association. The check-off authorization shall be in writing and signed by the employee and shall afford such employee the right to revoke such authorization upon its anniversary date or upon expiration of this Agreement, whichever occurs first. The Board shall remit monies so deducted to the Association each month and shall furnish the Association with a list of all members for whom such deduction has been made.

- H. The Board agrees, upon receipt of properly executed payroll deduction authorizations, to payroll deduct for authorized credit unions, insurance, and authorized annuity companies as approved by the Business Office.

ARTICLE 4

General Requirements for Employment

- A. Training - The employee shall have such training and skills as may be required to successfully carry out the requirements of the job. However, the district may provide specialized training if appropriate for the position. Released time for the trainer and/or trainee may be provided at the discretion of the Board.
- B. Experience - Experience shall not be a prerequisite for employment unless, in the opinion of the Personnel Administrator, the position is deemed to require it.
- C. Medical Examination - For the protection of children, the worker, and the Board of Education, a physical examination may be required at any time, at the expense of the Board. This shall not include state-required TB tests or X-rays.
- D. Probation Period - All new employees to this school system shall be hired on a ninety work days (90) probationary basis, with formal written review and conference between supervisor and employee regarding the employee's performance within forty five (45) work days. At the end of the probation period the employee shall be given a formal written evaluation. Probationary employees shall be covered immediately under the terms of this Agreement. (This shall not be misconstrued so as to include employees changing positions who are on a trial period as explained in Article VII, Section F.)

ARTICLE 5

Compensation

- A. The salaries of Bargaining Unit Members covered by this Contract are set forth in Schedules B-1 through B-5, which are attached to and incorporated into this Agreement. Consideration for salary increases will be given on an annual basis.
- B. Past experience will be recognized by increase in steps on the salary schedule commencing on the first anniversary of date of hire.

One or two years of experience shall be granted if the employee's work history indicates the work was related to clerical/secretarial work within another school system.

Additional years of such clerically related work experience shall be granted on the second anniversary of date of hire. One, two, or three additional years of experience shall be granted if work history confirms eligibility for the same and remains within the limits of the schedule.

Clerically related work history, in order to be appropriately considered, must have occurred within the previous ten years. Part-time and partial-year employment will be prorated in determining experience credit.

- C. The hourly rates of pay will be established, and employees will be paid for the number of weeks worked. Normal workweek shall be thirty-seven and one-half (37.5) hours, seven and one-half (7.5) hours per day.
- D. Time worked in excess of 40 hours per week, Monday through Friday, shall be considered overtime. Overtime shall be paid at one and one-half (1.5) times the regular hourly rate. Sundays and holidays shall be paid at double the regular hourly rate. Compensatory time must be used during the school year in which it was earned and cannot be carried over to the following year.

Part-time employees working less than thirty-seven and one-half (37.5) hours per week shall be paid at their regular hourly rate up to thirty-seven and one-half (37.5) hours per week, except that time worked in excess of forty (40) hours per week Monday through Friday, shall be paid at one and one-half (1.5) times the regular hourly rate.

Employees who utilize compensatory time shall receive time off calculated at one and one-half (1.5) times the overtime hours worked, except Sundays and holidays, which will be double time.

E. Paid holidays for Office Personnel shall be:

Event	School Year	45 Weeks	52 Weeks
Christmas	1.5 days	2.5 days	3 days
New Year's Day	1.5 days	2.5 days	3 days
Martin Luther King Day	Service hours	Service hours	Service hours
Friday before Spring Break	3.5 hours	3.5 hours	3.5 hours
Memorial Day	1 day	1 day	1 day
Fourth of July	-	-	1 day
Labor Day	2 days	2 days	2 days
Thanksgiving	2.5 days	2.5 days	2.5 days

Part-time employees shall be paid for the holidays, which fall on days they would normally work. If a part-time employee is following a school-year calendar, appropriate holidays will be paid proportionately.

To be eligible for holiday pay, the employee must work on both the last workday prior to the holiday and the first work day immediately following the holiday unless the employee is on a paid leave day.

F. Any inclement weather closing days which are or are not required by the Michigan Department of Education to be rescheduled for full funding shall qualify as paid days for less than full-year Office Personnel, and they will not report to work. Less than full-year Office Personnel have the option of

(a) Not receiving regular pay on the rescheduled day(s) or (b) conferring with their supervisor to schedule make-up day(s) at a mutually agreeable time. Full-year Office Personnel shall not report to work, but shall not receive a reduction in pay. Any rescheduled days shall be in accordance with the Teachers' Contract.

If any member is asked to work by her supervisor and is able to report on a day when schools are closed due to inclement weather and will not be rescheduled, compensatory time will be allowed at straight rate and may be taken at a time mutually agreeable to the supervisor and employee.

If the starting time of school is delayed, Bargaining Unit Members will report one hour ahead of students and will not be reduced in wages for the hour(s) they have missed.

G. At the option of the employee (Secretary), if asked to report early for the upcoming school year, the employee will be allowed to do so. The compensation for that time will be at the normal hourly rate for the employee and be limited to the employee's normal workweek.

The compensation shall be limited to the payment at the hourly rate and not be used in the calculation of any benefits including but not limited to: vacation, compensatory time, profit sharing, or signing bonus.

- H. Basic compensation, as set forth in Schedule "A" of this Agreement shall be adjusted yearly based upon the "Net Revenue Gain/Loss" as set forth below in J. Adjusted Compensation. Adjusted basic compensation shall not carry from one year to the next.
- I. Adjusted Per Pupil State Aid. For purposes of determining adjusted compensation, the following formula shall be utilized:

Adjusted Per Pupil State Aid = Per Pupil State Aid (+/-) Change From MPSERS Base of Twenty Point Six Six (20.66) Percentage Points [where a One (1) Percentage Point change equals a Sixty Five Dollar (\$65) difference, and an increase in the MPSERS rate results in a decrease in Adjusted Per Pupil State Aid, while a decrease in the MPSERS rate results in an increase in the Adjusted Per Pupil State Aid].

Example 1: Per Pupil State Aid of Seven Thousand Dollars (\$7,000) and a MPSERS rate of Twenty One Point Six Six (21.66) Percentage Points = Adjusted Per Pupil State Aid of Six Thousand Nine Hundred Thirty Five Dollars (\$6,935).

Example 2: Per Pupil State Aid of Seven Thousand Dollars (\$7,000) and a MPSERS rate of Nineteen Point Six Six (19.66) Percentage Points = Adjusted Per Pupil State Aid of Seven Thousand Thirty Five Dollars (\$7,065).

State aid does not include grant funds. State aid is State funding per pupil.

- J. Adjusted Compensation. Basic compensation shall be adjusted based upon the "Net Revenue Gain/Loss" experienced by the Employer during the school year.

"Net Revenue Gain/Loss" shall be calculated by determining the difference between the base number of students [which shall be Three Thousand Seven Hundred Eighty Five (3785) students] and the blended count as determined after State certification. The difference in number of students multiplied by the Adjusted Per Pupil State Aid amount equals the total "Net Revenue Gain/Loss", factored as either an increase, or a decrease in net revenue.

Example: Blended Count (3795) - Base Number of Students (3785) = Increase of ten (10) students. Ten (10) more students times an Adjusted Per Pupil State Aid of Six Thousand Nine Hundred Thirty Five (\$6,935) = an increase in revenue of Sixty Nine Thousand Three Hundred Fifty Dollars (\$69,350).

If the "Net Revenue Gain/Loss" results in an increase in revenue, Bargaining Unit Members shall split Two Percent (2%) of the increase in revenue (after deducting any costs associated with hiring additional staff the Employer determines are necessary to address the increased student population). The increased revenue attributable to

Bargaining Unit Members shall be distributed equally among all Bargaining Unit Members who have rendered professional services for more than sixty (60%) percent of the Bargaining Unit Member work days in that school year (unless otherwise required by law). The increase shall be paid as a one-time lump sum payment in the final paycheck of the school year or split between two pays (semester and final paycheck) in which the Employer experienced the increase in revenue.

If the "Net Revenue Gain/Loss" results in a decrease in revenue, Bargaining Unit Members shall split Two Percent (2%) of the decrease equally among all Bargaining Unit Members who have rendered professional services for more than sixty (60%) percent of the Bargaining Unit Member work days in that school year (unless otherwise required by law). The decrease shall be calculated within two weeks of the date on which the Employer receives notice of State certification of the blended count. The decrease shall be deducted from Bargaining Unit Member wages in equal amounts spread across the Bargaining Unit Member's remaining paychecks. The Employer is specifically authorized to deduct said amounts from Bargaining Unit Members' paychecks and shall be held harmless and indemnified by the Bargaining Unit Members for any liability related thereto.

ARTICLE 6

Hours of Work

- A. The building hours listed below are to be used as guidelines for achieving the thirty-seven-and-one-half-hour work week. Individual building hours may vary. Approval for changes must come from the Personnel Administrator. Initial requests should be made to the immediate supervisor.

<u>Location</u>	<u>Time</u>
Elementary	8:00 – 4:30
Middle School	7:00 – 3:30
Senior High Principal's Office	7:00 – 4:30
Oak Manor	7:00 – 3:00
Central Administration	7:30 – 5:00
Operations	7:00 – 3:30
Southside School (.5 hour for lunch)	7:15 – 3:15

(Keeping Article V, Paragraph D in mind as to individual hours of work.)

The above starting and closing times are subject to modification, provided the overall time of school is changed.

- B. Bargaining Unit Members may take a fifteen-minute maximum relief time in the morning and in the afternoon.
- C. All Bargaining Unit Members shall be entitled to a duty-free uninterrupted lunch period of at least thirty (30) minutes.
- D. Bargaining Unit Members shall be given written notice of their return to work for the forthcoming year no later than the closing date of school. The Personnel Office shall advise them in writing of the starting dates as soon as a school calendar is adopted by the Board of Education.
- E. All full time Office Personnel shall leave one-half hour early each Friday. This half-hour early dismissal time will be prorated for part-time Office Personnel. (Building activities may be cause for adjustment.) This does not include half-days scheduled on Friday.

ARTICLE 7

Vacancies, Promotions, and Transfers

- A. A vacancy shall be defined as any Bargaining Unit position, either newly created or a present position that is to be filled, excluding temporary vacancies.
- B. Individual notices of all secretarial and clerical vacancies and new positions shall be sent to all Office Personnel (excluding probationary personnel) by school mail, e-mail, or regular mail (for those off during the summer months or on vacation). Said notice shall contain the following information:

1.	Type of work
2.	Location of work
3.	Starting date
4.	Rate of pay
5.	Hours to be worked
6.	Classification
7.	Minimum requirements

Interested employees may apply in writing to the Director of Personnel within five working days from the date of the notice.

- C. Vacancies shall be filled on the basis of qualifications. Should no minimally qualified Bargaining Unit Member apply, the vacancy may be filled from outside the Bargaining Unit.

In the event two or more qualified applicants from within the Bargaining Unit apply, the most qualified will be awarded the job. If qualifications are judged equal, then the more senior shall be awarded the job.

Minimal qualifications for each position, and the specific tests, shall be set by a committee with an equal number of representatives from the Association and the Board. Qualifications for new or changed positions shall be set by mutual agreement of the Association and the Board. These qualifications shall be used only when filling vacancies from inside or outside the Bargaining Unit. Current employees shall be required to be tested only when applying to fill a vacancy above their current level or for which minimal qualifications are greater than for the position they currently occupy. Test scores used shall be from tests on file with the Board; however, if minimal qualifications have not been met, testing shall occur at the time of vacancy subject to the following timelines. Each test, with the exception of typing, shall be administered only once, but may be repeated after seven months. Typing tests may be administered twice, are valid for two years, and may be repeated after six months.

Tests used for determining qualifications shall be relevant to the vacancy and could include: bookkeeping, composition, dictation, English usage, following directions, basic

math, spelling, typing, and calculator usage. Testing shall occur under controlled working conditions, and shall be on equipment typically found in the office. Typing or relevant computer skills test may be used.

- D. Within ten consecutive days after the interview process is completed, the Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified and an additional notification will be provided to the Bargaining Unit Members.
- E. A temporary vacancy shall be defined as any vacancy created by the absence of the regular employee. In the event this vacancy becomes permanent, it shall be posted according to the above procedure. The Board will give priority to laid-off personnel, as defined in Article VIII, Section I, if they qualify, for temporary openings and substitute assignments.
- F. In the event of promotion or transfer, effective July 1, 1996, the employee shall be given a trial period of twenty (20) work days on the job in which to show his/her ability to perform on the new job. The Board shall give the employee promoted or transferred assistance to enable him/her to perform up to Board standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment and rate of pay. All persons affected will return to previous assignments and pay rates, with the person having the least seniority laid off.
- G. An employee who requests a transfer to a greater or lesser group shall be placed on the salary scale of that group at the same step as she occupied in her former group.
- H. Since the frequent transfer of Bargaining Unit Members from one school to another is disruptive of effective administration and interferes with optimum employee performance, the parties agree that un-requested transfers of Bargaining Unit Members are to be avoided whenever possible.
- I. Any employee asked by a supervisor to temporarily assume the duties of another employee for at least three consecutive hours will be paid the rate for those duties. An employee's rate of pay shall not be reduced by any temporary change in duties.

ARTICLE 8

Layoff and Recall

- A. Layoff shall be defined as a necessary reduction in the work force.
- B. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified in writing of said layoff at least three calendar weeks prior to the effective date of the layoff.
- C. In any reduction of the secretarial/clerical staff, seniority shall be the determining factor whenever the remaining employees have the then-present ability to perform the remaining work. Personnel with the least seniority shall be replaced by personnel within the unit who have the said ability. In no case shall a new employee be employed by the Board while there are laid-off employees who are qualified for a vacant or newly created position. Qualifications for each position shall be those determined by the committee in Article VII.
- D. Employees whose positions have been eliminated due to a reduction in work force or who have been affected by a layoff shall have the right to assume any open positions for which they are qualified on the basis of their seniority.

In the event that qualifications and vacancy do not align, the vacancy will be posted to be filled from within the Bargaining Unit. This process of posting would continue until all employees are placed in positions for which they are qualified. Should no Bargaining Unit Member apply for such vacancy, transfer may be necessary, but in no case shall an employee with more seniority than the employee whose position has been eliminated be subject to any involuntary transfer to effectuate a layoff/recall.

- E. In the event a position is phased out and the Bargaining Unit Member is absorbed into the system, taking a position at lesser pay, the employee will not take a cut in hourly rate.
- F. Employees shall be recalled in inverse order of their seniority to any vacant position for which they are qualified.
- G. Notices of recall shall be sent by certified or registered mail to the last-known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled employee shall be given at least five calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five-day period. Employees recalled to work for which they are qualified are obligated to take said work; provided, however, the employee shall not be required to accept an hourly rate paying less than the hourly rate of his/her position held prior to layoff or a position of less hours or weeks.

An employee who declines recall to perform work for which he/she is qualified shall be deemed to have terminated employment and to have forfeited reemployment rights unless emergency and/or extenuating circumstances exist.

- H. Employees on layoff shall retain their seniority for purpose of recall for a period of two years. Any employee on layoff for more than two years shall lose his/her seniority and any further rights under this Agreement.

ARTICLE 9

Seniority

- A. Seniority shall be defined as the length of service within the district as a member of the Bargaining Unit. Accumulation of seniority shall begin on the employee's first working day.
- B. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.
- C. The Personnel Office shall furnish the Association president and secretary with a complete seniority list of all Bargaining Unit Members covered by this Agreement once each school year, on or before October 31. Years credited for past experience shall be posted after the employee's name. The Association president and secretary shall receive notification of each new employee hired after the seniority list has been published in order to update the list.
- D. Seniority shall be lost by an employee upon termination, resignation, retirement, or transfer to an out-of-the-unit position.

ARTICLE 10

Evaluation

- A. Each employee shall be evaluated in writing by his/her immediate supervisor on or before June 1 according to the following schedule:
 - 1. New employees: At least once per year for the first two years.
 - 2. Each employee changing from one assignment to another; at least once per year for the first two years.
 - 3. All other employees: At least once every two years.

- B. A copy of the written evaluation shall be submitted to the employee, and the employee shall have the opportunity to discuss the evaluation report with the evaluator.

The employee shall sign the evaluation, indicating receipt only, and may attach comments or replies to the document as he or she deems appropriate and return such to the supervisor. A signed copy of the evaluation shall be furnished the employee.

- C. Adverse evaluation reports should include corrective procedures, methods, suggestions, etc., to eliminate the adverse situation if possible.

ARTICLE 11

Resignations

- A. Any Bargaining Unit Member desiring to resign shall file a resignation form with the Board (Personnel Office) at least ten working days prior to the effective date, or two calendar weeks prior to the date for reporting for work for employees not on year-round employment.
- B. For any Office Personnel working beyond one annual term of employment, the vacation benefits will be prorated.

ARTICLE 12

Illness and Disability

- A. At the beginning of each school year, each Office Personnel who works ten months shall be credited with a ten-day paid sick-leave allowance; if they work eleven months, eleven days; if they work twelve months, twelve days, to be used for absences caused by illness or physical disability of the employee and/or immediate family, including employee's spouse, children, stepchildren, parents, stepparents, brothers, and sisters. The unused portion of such allowance shall accumulate from year to year. New employees shall be credited with sick leave equal to one day per month worked for the balance of the school year.
- B. The Board shall grant additional unpaid leaves of absence in cases of merit where the absence has exceeded the number of days accumulated. Application should be made through the Personnel Office.
- A. Office Personnel absent because of injury subject to Worker's Compensation will be charged and paid sick leave only in the proportion that the compensation payment does not cover the loss of salary.

The Office Personnel or designated agent thereof is responsible for notifying the Business Office when an accident occurs, and must complete all claim forms within seven calendar days following the accident.

ARTICLE 13

Personal Leave Days

- A. Each Association member shall be permitted two personal business days per year, deducted from sick leave, to take care of business not possible to conduct after working hours. No personal leave days shall be granted on the day before or following a holiday or vacation period except in unusual circumstances. Requests for personal leave shall be made in writing on forms provided for that purpose. Personal business days are subject to the approval of the immediate supervisor.
- B. Personal days of not more than five days caused by death in the immediate family shall also be allowed. The immediate family shall include the employee's spouse, children, stepchildren, parents, stepparents, brothers, and sisters. Up to three days personal leave shall be granted upon the death of relatives not specified above. Such relatives shall include mother-in-law, father-in-law, grandparents, grandchild, uncle, aunt, brother-in-law, sister-in-law, daughter-in-law, and son-in-law.
- C. Personal leave days under this Article not deducted from accumulated sick leave are:
 - 1. Bereavement (Section B)
 - 2. Approved conferences
 - 3. Jury duty or those court appearances connected to or arising out of his/her position with the school district.
- D. Jury Duty or Court Appearance: Office Personnel may be absent without loss of pay because of jury duty or other required court appearances (provided that such court appearances are connected to or arise out of his/her position with the school district.) A receipt for any compensation received as a result of jury duty or court appearances shall be turned over to the school district. The school district will deduct the receipted amount from the employees pay, except compensation received for mileage, meals, or lodging.

ARTICLE 14

Unpaid Leaves of Absence

- A. A military leave of absence up to four (4) years shall be granted to any Association Member with a minimum of one year in the system who is inducted or who enlists for military duty in any branch of the armed forces of the United States. Upon honorable discharge and return from such service, appropriate consideration will be given for salary opportunities as though the employee had been continually employed.
- B. A leave of absence up to two years may be granted to any Association Member with two annual terms of service, upon application, for the purpose of participation in activities deemed beneficial to the school system, provided said Association Member states her intention to return to the school system. Upon return from such leave, such Office Personnel shall be placed at the same salary step as when they left.
- C. A leave of absence for up to two years may be granted to any Association Member, upon application, for the purpose of serving as an officer of the Michigan Education Association of Office Personnel. Upon return from such leave, such Office Personnel shall be placed at the same salary step as when they left.
- D. A leave of absence may be granted to any Association Member upon application, for the purpose of campaigning for or serving in public office. Upon return from such leave, such Office Personnel shall be placed at the same salary steps as when they left. Such leave is limited to two years, renewable at the option of the Board.
- E. A leave of absence of up to two years shall be granted, upon request, to any employee for the purpose of childbirth or adoption. A written request shall be made to the Board, indicating beginning and ending dates of the leave. A medical release may be required before the employee returns to work. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee and approval of the Board. Upon return from such leave, if less than one year, Office Personnel shall be placed in the same position on the salary schedule as they were when they left.
- F. A leave of absence of up to two years shall be granted to any Office Personnel with two annual terms of service, upon written application, for health reasons, provided said Office Personnel states her intention to return to the school system. Application must be made within ten (10) calendar days after the expiration of accumulated sick days, and must include an estimated date of return. Medical verification of the illness or disability shall be provided to the Board. The Board agrees to continue to purchase the insurance benefits provided by this Agreement for ninety calendar days after the expiration of the individual Bargaining Unit Member's accumulated sick days, provided the Bargaining Unit Member has applied for an unpaid leave of absence and it has been approved.
- G. Unpaid leaves of absence not addressed in other sections of this contract shall be requested in advance and approved at the discretion of the Board. If the approved leave

is longer than two (2) days, the cost of insurance benefits shall be deducted on a prorated basis. Proration shall be made by dividing the costs of the employee's annual insurance premiums including annuity by the number of days worked per year (e.g., 40 weeks = 200 days), then multiplying that amount by the number of days of unpaid leave.

- H. The Family and Medical Leave Act of 1993 will be controlling in those individual cases where its provisions of benefits exceed those of this contract.

ARTICLE 15

Retirement/Longevity

- A. Upon retirement, provided the Bargaining Unit Member shall have been employed in the school district for the last ten years, an employee shall receive 12% of her/his unused accumulated sick days. This shall be calculated by taking the employee's current daily wage multiplied by 12% times the number of unused accumulated sick days.

- B. Longevity Bonus - In recognition of service and dedication to the school district, a Bargaining Unit Member shall receive a yearly longevity bonus according to the schedule below. It is understood that the longevity bonus payment will be included in the first pay period of November.

November 1 of year 10 through 14	\$225
November 1 of year 15 through 19	\$275
November 1 of year 20 through 24	\$325
November 1 of year 25 and beyond	\$375

ARTICLE 16

Insurance Protection

2011-2013

A. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the Board shall make premium payments for health, vision, dental, and LTD insurance coverage for all eligible Bargaining Unit Members and their eligible dependents toward the Bargaining Unit Member's preferred insurance plan(s) in a monthly amount not to exceed the current (2012) state caps on health insurance:

Single: \$458
2-Person: \$916
Full Family: \$1250

Upon request, the Bargaining Unit shall identify preferred health, vision, dental, and LTD insurance plan(s) and provide all details necessary for Employer implementation within fifteen (15) days of the request. Should the Bargaining Unit fail to identify preferred insurance plan(s) and provide all details necessary for Employer implementation within fifteen (15) days of the request, at the District's discretion, the insurance plan(s) shall be the plan(s) then in effect or the plan(s) adopted for the administration, however, the employer paid premium amounts stated above shall not change; the Bargaining Unit Member shall be solely responsible for any remaining amounts.

Should the Employer have previously funded a Health Savings Account for the Bargaining Unit Member's benefit during the calendar year in which the insurance plan is implemented, the maximum Employer contributions listed above shall be reduced by the amount the Employer funded the Health Savings Account.

Any premium amounts beyond the Employer's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Bargaining Unit Member and shall be payroll deducted. The Bargaining Unit Member may sign an agreement authorizing that any such premium amounts be payroll deducted through the Employer's Section 125 Plan. Where an Bargaining Unit Member is paid through less than 26 pays, the Bargaining Unit Member shall have prorated deductions removed from their pay sufficient to cover the Bargaining Unit Member's health insurance premium contributions for the summer period. Where an Bargaining Unit Member is paid through less than 26 pays and becomes responsible for premium payments under this provision during the summer, payroll deduction of those premium amounts shall be made from the Bargaining Unit Member's salary in the ensuing school year. The Employer shall have the right to make deduction of any amounts due from the Bargaining Unit Member's wages, and shall be held harmless from any liability arising from the deduction.

Bargaining Unit Members who have access to another Bargaining Unit Member's District funded insurance shall not be eligible for Employer provided insurance, but must instead accept cash-in-

lieu in accordance with subsection C, below. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's District funded insurance, but have dependents of their own. Those individuals may take the District funded insurance. During open enrollment, Bargaining Unit Members electing health care coverage will sign a statement that they are complying with this paragraph.

B. Unless otherwise noted within this Agreement, or as required by law, Bargaining Unit Members on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Employer's portion of health care premiums for those days.

C. Bargaining Unit Members who are eligible for Employer paid medical coverage premium contributions under subsection A of this Article may make a written waiver of that coverage and instead elect to receive \$125 per month (less applicable taxes). The Bargaining Unit Member may direct all or a portion of the above amount to a 403(b) tax-sheltered annuity approved by the Employer through a separate written voluntary and elective contribution, as allowed by law.

D. The Employer agrees to pay the full premium for term life insurance, with AD&D, for each Bargaining Unit Member in the policy face amount of Five Thousand (\$5,000.00) dollars while the Bargaining Unit Member is in a pay status or still employed. Life insurance premium contributions shall only be made on behalf of those Bargaining Unit Members working more than 20 hours per week on a regularly scheduled basis during the school year. Bargaining Unit Members are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Bargaining Unit Member must make application to the life insurance carrier within 31 days of any termination of their employment status. This is separate from the health coverage and the application.

E. To the extent permitted by law and/or insurer's policies, Employer-paid insurance premium contributions shall continue as long as the Bargaining Unit Member is in a pay status or still employed, but terminate at the last day of employment except as is otherwise provided herein or by law. Bargaining Unit Members may continue the coverage at their own expense to the extent permitted by law.

F. The Employer shall not be required to remit premiums for any insurance coverages on behalf of an Bargaining Unit Member if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.

G. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Bargaining Unit Member is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. The Employer, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Employer's failure to remit contractual premium amounts required of it.

H. Changes in family status shall be reported by the Bargaining Unit Member to the Employer within thirty (30) days of such change. The Bargaining Unit Member shall be responsible for any overpayment of premium made by the Employer on his/her behalf for failure to comply with this paragraph.

I. A composite rate will be used for health insurance payments.

ARTICLE 17

Continuing Education

- A. A maximum of four different Bargaining Unit Members shall be released from regular duties without loss of salary up to a total of eight days per year for the purpose of participation in local, regional, or state meetings of the Michigan Educational Support Personnel Association.
- B. The above expense money and released time shall not be used for attending workshops or conferences dealing with negotiation training.
- C. Any employee who has served a probationary period and has been retained beyond the probationary period shall have the opportunity for employer-paid on-the-job training. Such training may take the form of seminars, released time, on-the-job consultant help, etc.
- D. On half-day teacher in-service days, the Bargaining Unit Members will have the option to develop job related in-services with administrative approval.

ARTICLE 18

Discipline

- A. No employee shall be disciplined (including reprimands, suspensions, reductions in salary, or discharges) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing at the time such disciplinary action is taken.
- B. An employee shall be entitled to have present a representative of the Association during any meeting, which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility.

ARTICLE 19

Vacations

- A. Each year-round employee completing one year's service shall receive ten days paid vacation. For vacation allowance, refer to the table below.
- B. In the event that a school-year employee becomes a year-round employee, full-year credit will be given for each annual term toward the year's employment in calculating vacation days.
- C. School-year employees will be paid for the number of weeks worked. In addition, they will have vacation days added by receiving salary for a prorated number of days.

<u>Years Experience in District</u>	<u>Year-Round</u>	<u>School Year</u>
1-3 years	10 days	7 days
4-6 years	13 days	10 days
7-9 years	14 days	11 days
10-11 years	15 days	12 days
12-13 years	17 days	14 days
14-15 years	18 days	15 days
16-17 years	19 days	16 days
18-19 years	20 days	17 days
20 years plus	21 days	18 days

- D. Vacation time may be used by eligible employees at times mutually agreeable to employees and Board.

ARTICLE 20

Negotiation Procedure

- A. This Contract shall remain in full force and effect until its expiration on June 30, 2013.

The parties acknowledge that they have had full opportunity to bargain with respect to all subjects or matters referred to or covered by this Agreement.

The parties may, upon mutual agreement, alter or modify this Agreement during its term, but nothing contained herein shall require either party to bargain over any subject or matter referred to in this Contract during its term.

Either party may request consideration of mutual agreement to bargain regarding any mandatory subject of bargaining during the term of this Agreement. This will not mandate contract change, however.

- B. Six months prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an Agreement covering the next school year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions on a tentative basis in the course of negotiations.

ARTICLE 21

Professional Grievance Procedure

- A. A claim by an Office Personnel or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement and/or any rule, order, or regulation of the Board which would be in conflict with this Agreement may be processed as a grievance as hereinafter provided within twenty calendar days of the alleged violation, misinterpretation, or misapplication.
- B. In the event that a Bargaining Unit Member believes there is a basis for a grievance, she shall first discuss the alleged grievance with her building principal or appropriate supervisor, either personally or accompanied by her Association representative.
- C. If as a result of the informal discussion with the building principal or appropriate supervisor a grievance still exists, she may invoke the formal grievance procedure on the form set forth in Schedule C, signed by the grievant and a representative of the Association, which form shall be available from an Association representative. A copy of the grievance form shall be delivered to the principal or appropriate supervisor within five school days after the day of the informal discussion with the principal. If the grievance involves more than one school building, it may be filed with the Personnel Administrator or a representative designated by him/her.
- D. Within five (5) school days of receipt of the grievance the principal shall meet with the grievant and the Association's grievance committee in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance by endorsement within five (5) school days of such meeting and shall return the grievance forms to the Association's grievance committee.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (or ten days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Personnel Administrator.

Within five school days, the Personnel Administrator or his/her designee shall meet with the Association on the grievance, and shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.

- F. If the Association is not satisfied with the disposition of the grievance by the Personnel Administrator or his/her designee, or if no disposition has been made within five (5) school days of such meeting (or ten school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board within nine school days or eighteen days from the expiration of the above dates, whichever is later, by filing a written copy thereof with the Board secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later,

may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven calendar days thereafter. A copy of such disposition shall be furnished to the Association.

- G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator, provided that such submission is made within thirty calendar days from the receipt of the Board decision or expiration of the seven-day period. If both parties cannot agree on the selection of an arbitrator, the arbitrator shall be selected from a list supplied by the American Arbitration Association and shall conduct the hearing in accord with its rules, which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to reply on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

The arbitrator shall not substitute his judgment for that of the Board as to the reasonableness or necessity of any policy or rule in violation of any specific term or provision of this Agreement. The arbitrator shall not be limited, however, with regard to the application of applicable general school laws, state statutes, federal statutes, constitutional rights, etc.

- H. The fees and expenses of the arbitration shall be borne by the parties whose case does not prevail.
- I. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. If an individual Bargaining Unit Member has a personal complaint which she desires to discuss with her immediate supervisor, she is free to do so without recourse to the grievance procedure. Nothing contained herein shall be construed to prevent any individual Association member from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Contract, provided that the Association has been given opportunity to be present at such adjustment. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the Bargaining Unit Member shall be the sole responsibility of the Association.
- K. If arbitration results in any award of back wages or benefits, such award shall have deducted from it all benefits such as employment compensation, worker's compensation,

or any other earnings or compensation received from any source whatsoever during the period for which back wages or benefits are claimed.

- L. No award of back wages or benefits shall require retroactive adjustment to any person other than the grievant unless the Association files for a grievant on behalf of an affected group. All employees who possess adverse claims shall submit their respective claims in one grievance/arbitration proceeding, except as noted above, or their claims shall be deemed waived.

ARTICLE 22
Miscellaneous Provisions

- A. Supervisors or employees not covered by this Agreement shall not displace Office Personnel covered by this Agreement by performing work normally performed by such Office Personnel.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts theretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all Bargaining Unit Members now employed and hereafter employed by the Board.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Bargaining Unit Members are not responsible to maintain discipline. However, a student may be placed in the office to wait for appropriate follow-up. Students will not be left in the office to be supervised by Office Personnel as a form of discipline. Discipline is the responsibility of the principal.
- F. Mileage shall be granted at the rate approved by the Board of Education per mile. A minimum of \$50.00 will be paid per semester to all Office Personnel who are required to travel from one building to another on a daily basis. Accurate records shall be kept during the year if the Office Personnel expects to be paid more than the minimum. If employee travels between buildings during lunch hours, fifteen (15) minutes additional travel time will be allowed.
- G. No Bargaining Unit Member shall be required to dispense or administer medication or perform first aid without liability insurance protection. Surgical gloves shall be provided to Bargaining Unit Members upon requisition. Medication will be administered according to Board Policy 5141.6 and the MCLA 380.1178. Questions and concerns related to the medication may be communicated to the prescribing physician and/or parent. In the event a student appears to have an adverse reaction to such medication, the Lakeland emergency room staff may be contacted for consultation.
- H. When there is a need for additional help, the part-time Bargaining Unit Members who have the appropriate qualifications shall be asked to perform said work before non-bargaining unit members when the additional work does not interfere with the part-time job of the Bargaining Unit Member.

- I. Costs associated with tests, records checks, background checks, etc., which are required by the district or state or federal government, shall be borne by the Employer.

ARTICLE 23

Management Rights

- A. Both parties to this Agreement recognize that nothing contained herein denies or restricts the Board's rights, responsibilities, duties, and authority under the Michigan General School Laws, the laws of Michigan, or the laws of the United States.
- B. Both parties acknowledge that, except as specifically and expressly changed, modified, or amended by other articles of this Agreement, the Board's rights and responsibilities shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and administer the school system, its properties and facilities, and its business operations;
 - 2. Adopt rules and regulations pertaining to the operation and administration of the school system, and adopt or define descriptions and requirements of all jobs;
 - 3. Give directions to the staff, including the right to hire all employees, determine their qualifications, evaluate all employees, determine the conditions for their continued employment or their dismissal or demotion, and to promote, transfer, and assign such employees, including the assignment of specific work;
 - 4. Determine the number and locations or relocations of its facilities, including the establishment or relocations of new schools, departments, divisions or subdivisions, buildings, or other facilities;
 - 5. Determine the financial policies, including all accounting procedures, regarding Board actions;
 - 6. Determine the policy affecting the selection, testing, training, and retention of employees.
- C. The Board shall be limited in the use of its judgment and discretion in exercising the above rights and responsibilities only by the underlying intent of the terms of this Agreement as evidenced by its express and specific provisions and by all applicable laws.

SCHEDULE A

POSITION CLASSIFICATION

Category	Title	Days/Year	Hours/Week
I.A.	Bookkeeper	260	37.50
	Secretary – Director of Special Ed.	260	37.50
	Secretary – High School Principal	225	37.50
	Secretary – Director of Instruction	260	37.50
	Secretary – Director of Operations	260	37.50
	Secretary – Accounts Payable Bookkeeper	260	37.50
I.B.	Secretary – Middle School Principal	225*	37.50
	Secretary – Elementary Principals	205*	37.50
	Secretary – Northside/Head Start (.25 ea.)	205*	37.50
	Secretary – Southside	205*	37.50
	Secretary – Cedar Lane	205*	37.50
	Secretary – Ellis	205*	37.50
	Secretary – Eastside Connections School	205*	37.50
	Secretary – Oak Manor Principal	205*	37.50
II.	General Secretary I, Senior High	260	37.50
	Secretary – Niles New Tech Entrepreneurial Aca.	260	37.50
	Senior High Guidance Secretary	260*	37.50
	Secretary – Northside	205*	37.50
	Attendance/Athletic Secretary, Senior High	260*	37.50
	Attendance/Guidance Secretary, Middle School	225*	37.50
	Assistant Secretary – Ballard	205*	37.50
	Assistant Secretary – Howard	205*	37.50

SCHEDULE A-1

NILES COMMUNITY SCHOOLS
2011-13 Office Personnel Salary Schedule

EXPERIENCE	Time	Group I A	Group I B	Group II
Begin	Hour	\$11.74	\$11.49	\$11.30
1 Year	Hour	\$12.41	\$12.13	\$11.97
2 Years	Hour	\$13.08	\$12.80	\$12.61
3 Years	Hour	\$13.71	\$13.46	\$13.25
4 Years	Hour	\$14.37	\$14.10	\$13.93
5 Years	Hour	\$14.66	\$14.40	\$14.24
6 Years	Hour	\$14.96	\$14.67	\$14.47
7 Years	Hour	\$15.26	\$14.96	\$14.79
8 Years	Hour	\$15.55	\$15.26	\$15.08
9+ Years	Hour	\$15.88	\$15.54	\$15.38

Increments will be granted to each eligible bargaining unit member.

State retirement payroll deduction increases: the Board will pay, if any, the state required increases.

SCHEDULE B

COMPENSATION PACKAGE

2011-2013

The Board will provide the following package:

- 2.25% decrease in salary
- Signing bonus pro-rated of:
 - Remainder of 2011-2012 - \$9,000
 - 2012-2013 - \$18,000
 - 2013-2014 - \$18,000
- 2% profit sharing / loss sharing
- Support for MiEHIP insurance (option 5 of presented insurance models) set at the current yearly state caps of:
 - Single \$5,500
 - Double \$11,000
 - Family \$15,000

SCHEDULE C

Grievance No. _____

OFFICE PERSONNEL GRIEVANCE FORM

Name of Grievant: _____ Date Filed: _____

Work Location/Assignment _____ Date Grievance
Occurred: _____

Nature of Grievance: _____

Contract Article(s) Violated: _____

Relief Sought: _____

Signature of Grievant Date Association Representative
=====

Date Discussed with Supervisor and Disposition: _____

Date: _____

Signature of Supervisor

Date Delivered to Personnel Administrator: _____

Disposition by Personnel Administrator: _____

Date: _____ Signature: _____
=====

Date Delivered to the Board: _____

Disposition by the Board: _____
Date: _____ Signature: _____
=====

Date Filed for Arbitration: _____

Disposition by Arbitrator: _____

Date: _____

Association Representative

This Agreement shall be effective as of January 23, 2012 , and shall continue in effect until June 30, 2013 .

BOARD OF EDUCATION:

ASSOCIATION OF OFFICE PERSONNEL:

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary