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2011-2012

MASTER AGREEMENT
IRON MOUNTAIN EDUCATION SUPPORT PERSONNEL ASSOCIATION

ARTICLE 1
RECOGNITION

The Iron Mountain Public School District, hereinafter called "Employer" or "District" or "Board" hereby recognizes the Michigan Educational Support Personnel Association (MESPA), an affiliate of the National Education Association and the Michigan Education Association, as the sole exclusive bargaining representative, for the purpose of, and as defined in, the Public Employment Relations Act, as amended, MCLA 423.201 et Seq; MSA 17.455 (1) et Seq; (Pera), for all employee classifications of the local bargaining unit the (IMESPA) Iron Mountain Education Support Personnel Association consisting of employees of the Public School Employer, (hereinafter called the "Association" or "union") for all full time school year or calendar year personnel and all regular part-time employees (as certified by the Michigan Employment Relations Commission) whether probationary or non-probationary, employed by the Employer performing any work currently being performed by bargaining unit members such as: educational assistants, secretaries, drivers, and custodian/maintenance employees, but excluding: part-time/casual/seasonal employees, superintendent's secretary, lunch room aide, high school work study employees, college seasonal employees, and supervisory personnel, unless otherwise indicated, use of the term "Employee" or "Bargaining Unit Member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

The Board shall develop job descriptions for each employee classification and present each member of the bargaining unit with their proper job description. The District retains, whether exercised or not all express and interest rights and authority pursuant to law with respect to determining the level of, and the manner in which, the District support personnel work classification duties are conducted, managed and administered. The Iron Mountain Educational Support Personnel Association recognizes the exclusive right of the District to establish and maintain District rules and procedures. It is also recognized that every incidental duty connected with each job description classification, that are enumerated in the job descriptions is not always specifically described, it is intended that all such duties shall be performed by the employee.

The power to decide whether or not to enter into, ratify, or execute a collective bargaining agreement with a public school employer rests solely with the members of the bargaining unit who are employees of the public school employer, and shall not be delegated to a bargaining representative or an educational association or condition on approval by a bargaining representative or an education association.

ARTICLE 2
ASSOCIATION RIGHTS

The Association and its representatives shall have the right to use Employer buildings at all reasonable hours for meetings.

The Association shall have the right to post notices of activities and matters of Association concern on designated existing bulletin boards, at least one of

which shall be provided in each building or facility to which bargaining unit members may be assigned.

The Employer agrees to furnish to the Association in response to reasonable requests all available information concerning its financial resources and expenditures, including, but not limited to: annual financial reports and audits, names, addresses, seniority and experience credit of all bargaining unit members; compensation paid thereto, all budgetary information and allocations; agendas, minutes, and reports of or all Employer board meetings; census and membership data; and other such information as will assist the Association in developing intelligent, accurate, informed programs or proposals on behalf of bargaining unit members together with information which the Association may require to process any grievance or complaint. The Association and its agents will provide the employer with information necessary for negotiations and grievance processing.

ARTICLE 3
RIGHTS OF THE BOARD

The Association recognizes that the Employer has the responsibility and authority to adopt reasonable rules or policies, to manage and direct, on behalf of the public, operations and activities of the Iron Mountain Public School District to the full extent authorized by the laws and the Constitution of the State of Michigan and of the United States provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.

The Board recognizes its obligations pursuant to Act 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages and conditions of employment, to act in accordance with State School Law as amended by Public Act 289, the Michigan Public Employee Relations Act, as amended by Public Act 112, and the Revised School Code updated through Public Act 291 of 1995.

The School District of the City of Iron Mountain is a general powers school district in accordance with Public Act 289 of 1995. The Districts general powers are permissive powers incidental or appropriate to the performance of a function related to the operation of the District in the interests of public education. The District may exercise a power incidental or appropriate to the performance of any function related to the operation of the School District in the interests of public elementary and secondary education including but not limited to the executive management and administrative control of the school system and its properties and facilities; to hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment, or their dismissal; to direct the working forces, including the right to promote, discipline, transfer, and determine the size of the work force; to determine the services, supplies and equipment necessary to continue operations and to determine the methods and processes of carrying on the work; to determine the financial policies including all accounting procedures, and all matters pertaining to public relations; to determine the size of the management organization, its functions, authority and the amount of supervision needed for the district, to the contracting for, scheduling, supervision, or terminating employees, independent contractors, and others to carry out School District powers. A School District may indemnify its employees.

Section 15(2) of PERA as amended by Act 112 provides: A Public School employer has the responsibility, authority and right to manage and direct on behalf of the public the operations and the activities of the public schools under its control.

The Board shall determine the criteria for qualifications of all employee classifications whether existing or newly created. The Board shall also determine the qualifications of all employees and applicants within existing positions and seeking other positions.

The Board retains their rights granted to them by the Public Employment Relations Act 336, P.A. Act 379 and P.A. Act 112, Section 423.215 part (3-F) and (3-G) which allows the Board to contract with a third party for one or more non-instructional support services and the use of volunteers in providing services at its schools.

ARTICLE 4
PAYROLL/ASSOCIATION DUES & PAYROLL DEDUCTION

- A. All employees' payroll information will be available via secure web access. The district will provide computer access for employees to print these receipts at all buildings in the district.
- B. Membership in the Association shall be open to all employees regardless of race, sex, creed, marital status, or national origin.
- C. Any employee who is considered a full time or regular part-time employee by the District and is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall, as a condition of employment, pay as a service fee to the Association an amount, legally determined, required to be paid by members of the Association, including local, state, and national dues; provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided herein. In the event that an employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in the agreement, the Board shall, at the request of the Association, terminate the employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this article is just and reasonable cause for discharge.

ARTICLE 5
REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- A. No Employee shall be laid off pursuant to a necessary reduction in the work force unless said Employee shall have been notified of said layoff at least thirty (30) days prior to the effective date of the layoff. In unforeseen financial emergency, a minimum of 10 days notice shall be given.
- B. In the event of a necessary reduction in work force, the Board shall first lay off probationary employees, within the affected classification, then the least senior employees, within the affected classification. In no case shall a new employee be employed, within the affected classification, by the Board while there are laid off employees who are qualified for a vacant or newly created position.
- C. Employees whose positions have been eliminated or reduced due to reduction in work force shall have the right to assume a position in any classification, for which they are qualified, which is held by a less senior employee. An employee who assumes a newly created position

or that of a less senior bargaining unit member, shall receive credit for all earned benefits that he/she had accumulated only if the position has been reduced by Board action and not a voluntary transfer by the employee, prior to accepting the new position at the employee's pay rate, and prior to accepting the new position. In no instance shall any earned benefit be reduced or eliminated due to a change in the employee's position and/or classification except as listed above. An employee who takes a voluntary reduction in employment must use all accumulated vacation days before assuming the reduced position.

- D. In the event of a reduction in the work hours in a classification an employee may claim seniority over another employee in his/her classification for the purpose of maintaining his/her normal work schedule, provided he/she has greater departmental seniority than the employee he/she seeks to replace in his/her classification. In no case shall a reduction of any employee's work hours take effect until the Board gives ten (10) work days written notice to the affected employee(s). An employee claiming seniority over another employee in his/her classification, due to lay-off, must do so in writing to the Board within five (5) working days of receipt of the lay-off notice.
- E. Employees shall be recalled in inverse order of their district seniority to any position for which they are qualified. Any employee who has served more than sixty (60) working days in a classification shall be deemed qualified for any position in that classification.
- F. 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 up to five (5) calendar days from receipt of notice, to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work. Employees recalled to work for equal or greater hours than the employee worked prior to layoff for which they are qualified to perform are obligated to take said work. An employee who declines a recall to equal or greater hours than the employee worked prior to layoff shall be deemed by the Board as constituting an irrevocable voluntary resignation of the employee.
- G. By May 15 of each year a laid off employee must notify the Employer, in writing, of his/her desire and availability to return to work. Failure of laid-off employee to comply with the notification and time line of Article 5, Section G, shall be deemed by the Board as constituting an irrevocable voluntary resignation of the employee.
- H. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to the shortage of funds or lack of work; however, any regular full or regular part-time employee shall not be reduced below their full or regular part-time time work schedule by the hiring of additional personnel.
- I. A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority if they are qualified. Laid off employees may continue their health, dental, and life insurance benefits by paying the regular monthly premium rate for such benefits to the Board and in accordance with the insurance carrier's regulations and COBRA.

- J. Any employee in a layoff status for a period of two years shall lose all recall rights to any position in the district.
- K. A bargaining unit member who is paid unemployment compensation benefits chargeable to the employer and who is subsequently recalled or employed by the district in the classification he/she was working in when he/she was laid off or another classification of the bargaining unit, shall have his/her compensation for that school year adjusted so that his/her unemployment compensation benefits received plus his/her adjusted compensation will be equal to the total compensation he/she would have earned for work performed in that school year had he/she not received unemployment compensation benefits prior to returning to employment.

ARTICLE 6
SENIORITY

- A. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. For the purpose of defining years of service qualifying for retirement, retirement benefits and longevity. Seniority by job classification will define job bidding, lay-off and recall rights. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by lottery drawing.
- B. Probationary period for new employees shall not exceed (2) two calendar years. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and conditions of employment. Probationary employees shall be limited to pursue grievances to Level IV of Article X (Grievance Procedure).
- C. All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the district. The second shall reflect his/her most recent date of district employment in one of its classifications. For purposes of this provision, all employees shall be placed in one of the following classifications based on their current assignments:
 - 1. Custodial/Maintenance
 - 2. Secretarial/Clerical
 - 3. Educational Assistants
- D. The Employer shall prepare, maintain, and post the seniority list by October 1st of each year. The seniority list will show the names and job classification of all employees of the Union entitled to seniority. The list shall show district-wide seniority for all employees and a separate list showing seniority by classification. Upon receipt from the district of the new seniority list the Union shall have thirty days to present or dispute any disagreements they may have with the new seniority list. After the thirty day period if no disagreement is presented from the union the new seniority list will be deemed as final until the expiration of the Master Agreement.
- E. Seniority by classification shall be determined within each assigned employee classification and separated by regular full-time classification and regular part-time classification.

- F. When a day position becomes vacant, and is posted as a day position, said position shall be filled by the most senior applicant in the classification.
- G. Employees may apply for all extra-duty summer positions, but the terms and conditions of all extra-duty summer positions are not covered by the Master Agreement. The District shall make a list available of extra-duty summer positions.

ARTICLE 7
VACANCIES, TRANSFERS, AND PROMOTIONS

- A. A vacancy shall be defined as any bargaining unit position, as classified under Article VI, either newly created or a present position that is not filled.
- B. The Board shall notify employees of vacancies occurring during the summer months by sending notice of the vacancy to the Union President and any employee on lay-off by certified letter sent to the last known address.
 - 1. Classification
 - 2. Location of work
 - 3. Starting date
 - 4. Rate of pay
 - 5. Hours to be worked
 - 6. Minimum qualifications

Interested employees may apply in writing to the superintendent, or designee, within the three (3) day posting period. The Board shall notify employees of vacancies occurring during the summer months by sending notice of same to the Association President by the U.S. Mail. The Board will also post the vacancy on the door or window of the administrative office. An employee may notify the District by simply writing, (they are interested in the position listed) along with their signature on a letter to the superintendent.

- C. Vacancies shall be filled with the most senior qualified applicant from within the affected classification. Should no employee from the affected classification apply, the vacancy shall then be posted for two additional days to allow applicants from other classifications to apply for consideration.
- D. The employer shall make known its decision as to which applicant has been selected to fill a posted position. The Board will notify, in writing, the president of the local union and post the successful applicant for a position on employee bulletin boards.
- E. In the event of promotion in the classification or voluntary transfer from one classification to another, the employee shall be given a ninety (90) workday trial in which to show his/her ability to perform on the new job. The employer shall give the employee promoted or transferred reasonable assistance to enable him/her to perform up to employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, the employee shall be returned to his/her previous assignment.

When an employee changes classifications, he/she will go to the bottom of the seniority list of the new classification and may at the Board's discretion maintain his/her present pay status until he/she reaches years on the salary scale that would constitute a raise. The employee would also receive percentage increases allowed in the Agreement.

- F. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected only for reasonable and just cause as determined by the employer.
- G. Any employee asked by a supervisor to temporarily assume the classification of another employee will be paid the rate for those duties. An employee's rate shall not be reduced by any temporary change in classification.
- H. The District will hire substitutes whenever possible when an educational assistant is absent.

ARTICLE 8
UNPAID LEAVES

A. General Conditions

Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee without loss or accumulation of seniority. Leaves of absence may only be requested for reasons listed in Article VIII, Part B.

Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Parental child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child.

An employee returning from a leave of absence shall be reinstated to the position and classification he/she held when the leave began. At least thirty-five (35) days prior to the date a leave is scheduled to expire, an employee shall notify the Board of his/her intent to return to work. Failure of individuals on leave of absence to notify the District office thirty-five (35) days prior to the date a leave is scheduled to expire shall constitute an irrevocable voluntary resignation.

B. Unpaid leaves of absence may be taken for the following:

1. **Military** - A military leave of absence shall be granted to any employee who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be placed in the same classification and experience level as he/she would have been had he/she worked in the district during such period. The employee shall have ninety (90) days from the date of discharge to report for work unless a military incapacity should exist; in which case a reasonable time extension shall be considered. In the event of dishonorable discharge, the employee shall forfeit all recall rights.

2. **Parental Child-Care** - A leave of absence shall be granted to any employee for the purpose of child-care. Said leave shall commence upon request of the employee. A pregnant employee may commence said child-care leave at her option. In the event of death of the object child, the leave of absence may be terminated upon request of the employee; this shall be a contractual exception.
3. **Illness/Extended Illness** - A leave of absence will be granted to an employee who is without sick leave and is ill or recovering from an extended illness. Employees must present written statements from a physician recommending the need for such leave the district may at its discretion demand a statement from a physician of their choice. The district shall pay the costs associated with mandated examination charges of a district-affiliated physician.
4. **Family Medical Leave** - Employees who have been employed at least 12 months are entitled to a total of 12 work weeks of unpaid family medical leave during any 12-month period. The rules and regulations to qualify an administrative family medical leave are found in Board Policy 4430.01.

The District and the local bargaining unit, IMESPA, agree that it is their mutual intent and understanding to fully comply with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). In so doing, the parties agree that employees requesting leaves of absence, pursuant to the FMLA, who are found eligible therefore, will be required to exhaust certain paid leave entitlements for which they may otherwise be eligible under the terms and conditions of the Master Agreement during their FMLA leave time. While the parties understand and agree that the rights established by the FMLA will not diminish any employee benefit programs or plans or paid leave provision dictated by the terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits provided those rights and benefits meet or exceed the basic requirements of the FMLA.

The District will allow employees to maintain an accumulation of up to five (5) days of sick leave days if requested at the time the family medical leave is requested.

5. Upon request the Board may grant a leave of absence for extenuating circumstances at its discretion.
6. Leave of absence periods shall not be used to work for another employer without Board approval. Once the District establishes that an employee on a leave of absence is employed by another employer without prior approval, the leave of absence will be immediately revoked and the employee will be terminated. The employee will have forfeited all recall rights to his/her position and employment in the District and all contractual benefits and severance benefits will be forfeited.

ARTICLE 9
PAID LEAVES

All 12-month employees shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each employee. Should the day off

fall on a Saturday or Sunday, either Friday or Monday shall replace that day (future building secretaries hired after June 30, 1993 in any of the Central, East, High School, and North buildings will receive holiday leave as all other non-12 month employees).

Labor Day
Thanksgiving Day and day after
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Good Friday
Memorial Day

Employees working summers shall have the days provided above plus July 4.

In the event a holiday occurs while an employee is on sick leave, he/she shall receive holiday pay for the holiday and no charge will be made against his/her accumulated sick leave. The Board shall have the right, under these conditions, to have the illness verified by a doctor. Employees called to work on any of the above holidays, shall receive a two (2) hour call-in guarantee.

Nine-month employees shall have the following days off with pay:

Thanksgiving Day
Christmas Day
New Year's Day

VACATIONS

All 12-month employees who are in the employment of the employer for the full fiscal year shall be entitled to vacation with pay under the following schedule:

- A. Employees who have completed one (1) full year of service shall be granted two (2) weeks of vacation.
- B. Employees who have completed eight (8) years of service shall be granted three (3) weeks vacation.
- C. Employees who have completed fifteen (15) years of service shall be granted four (4) weeks vacation.
- D. Vacation time shall be given to all 12-month regular full time employees and 12-month regular part-time employees on a prorated basis of the number of hours worked per year versus 2080 hours.

Each leave year will start on July 1st and end on June 30th. All vacation leave must be used in full on or before June 30th. All vacation leave days not used by June 30th, will be forfeited.

An employee who may not be able to use all their Vacation Leave before the June 30th deadline due to unforeseen or extenuating circumstances may appeal to the Superintendent under these terms and conditions. The employee must appeal in writing to the Superintendent before the June 30th deadline stating the vacation leave amount in jeopardy of being forfeited and the reason it was not used before the deadline. The outcome of the appeal is totally at the discretion of the District and cannot be further appealed or grieved through the grievance process.

All vacation leave must be taken in a minimum of one-half day increments.

In the event that an employee is unable to complete the full year of employment as required to receive his/her full vacation and if the cause is for reasons beyond his/her control: vacation pay will be pro-rated using full months to make the computation.

Vacations shall be granted at any time according to seniority (with the exception of the two week prior to the opening of school) at the discretion of the superintendent as long as it does not interrupt the normal work schedule.

Vacation time taken during the two weeks prior to the opening of school shall be requested in writing to the Board of Education.

If a holiday falls within an employees' vacation period, he/she shall be granted an additional day off in conjunction with his/her vacation period.

Vacations - - during the school year, all days must be scheduled with and require principal approval (secretaries).

SICK LEAVE

Sick leave days will be earned at the rate of one (1) day for each full month of employment for all 12 month regular employees and 9 month regular employees. All 12 month part-time regular employees will earn sick leave days pro-rated by actual work hours versus 2080 hours a year. Sick leave may be accumulated unlimited.

All sick leave must be taken in a minimum of one-half day increments.

Sick leave pay chargeable against the employees accumulated sick leave shall be granted in accordance with the following reasons and rules listed below.

Regular full time employees' sick leave days will be earned at the rate of one (1) day for each full month of employment and may be accumulated unlimited. 12 month regular part-time employees sick leave days will be earned on a pro-rated basis of the number of hours worked per year versus 2080 hours.

- A. All sick leave requested will be submitted in writing and in advance when not an emergency. Leave requests will be submitted to the building principal. In cases of emergency, leave requests may be made by phone call to the building principal, provided that all necessary information that would be provided on written requests is provided at the time of the call. Upon return to work a written request providing the information of the phone call request must be submitted.

Sick leave may be used for employee illness, for care of an ill spouse or child.

The Board of Education reserves the right to determine whether the absence for illness, clinical examination or bereavement was bonafide and at its discretion, may require a doctor's statement or other proof necessary to substantiate the sick leave utilized.

- B. Earned and accumulated sick leave will be granted for illness, clinical examination or bereavement in accordance with the rules and regulations set forth in Article 9 with no deduction of pay.
- C. One day will be granted when emergency illness in the family requires an employee to make arrangements for necessary medical or nursing care.

The immediate family will include: children, mother, father, wife, or husband.

- D. Time lost due to the specific diseases of mumps, measles, scarlet fever, and chicken pox will not be deducted from sick leave.
- E. The Board recognizes that alcoholism and drug abuse are illnesses and shall be treated as such. Sick leave may be used for treatment of alcoholism and drug abuse if the employee participates in a recognized and accepted rehabilitation program.
- F. **Bereavement Leave:** In the event of the death of an immediate family members, (immediate family shall include spouse, parents, parents of spouse, children, grandchildren, grandparents, brother and sister of employee and spouse, or for any person that the employee is the legal guardian) up to 5-days may be requested per Article 9 Section-Sick Leave and Section-Personal Day. The employee has the choice to use personal days instead of sick leave. Significant others may also be included on a case basis approved by the Superintendent.

However, in the event of the death of a spouse or child, parents, parents of spouse five (5) days bereavement period shall be granted and shall not be deducted from the sick leave or personal days.

- G. **Family Medical Leave:** Employees who have been employed at least 12 months are entitled to a total of 12 workweeks of unpaid family medical leave during any 12-month period. The rules and regulations to qualify and administrate family medical leave are found in Board Policy 4430.01.

The District and the local bargaining unit (I.M.E.S.P.A.) agree that it is their mutual intent and understanding to fully comply with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). In so doing, the parties agree that employees requesting leaves of absence pursuant to the FMLA, who are found eligible therefore, will be required to exhaust certain paid leave entitlements for which they may otherwise be eligible under the terms and conditions of the Master Agreement during their FMLA leave time. While the parties understand and agree that the rights established by the FMLA will not diminish any employee benefit programs or plans or paid leave provision dictated by the terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits provided those rights and benefits meet or exceed the basic requirements of the FMLA.

The District will allow employees to maintain an accumulation of up to five (5) days of sick leave days if requested at the time the family medical leave is requested.

PERSONAL DAY

All 12-month regular employees and all 9-month regular employees will receive 3 personal days per year. All 12-month regular part-time employees will earn personal days on a pro-rate basis based on actual work hours versus 2080 hours per year. Personal days shall have a maximum accumulation of five (5) days. Personal days may be used to conduct legitimate business professional and/or family obligations an employee may encounter and cannot meet outside of the regular workday. A request for use of a personal day shall be given to the immediate supervisor 48 hours prior to the leave and shall have his full approval except for emergencies, which will be handled directly with the principal. This time shall not be used for the following purposes:

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- A. applying for other employment
- B. for purposes of outside business interests
- C. personal days may not be used to begin early or extend a vacation period without the approval of the Superintendent.

At any time any administrator may request written verification to substantiate the purpose of the personal day with cause.

Unused days shall be converted to the employee's sick leave bank.

All 9-month regular part-time employees will receive two (2) personal day per year equal in time to their regular work shift.

All Personal Day leave must be taken in a minimum of one-half day increments and will only be granted if a substitute for the position to cover the leave can be secured.

JURY DUTY

A leave shall be granted for jury duty and an employee shall be compensated for any loss in salary that may occur. Combined jury pay and wages shall not exceed the employee's regular wage scale for days granted for jury duty. If the employee is released before the end of the shift the employee shall contact his/her superior whether he/she should return to work.

ARTICLE 10 GRIEVANCE PROCEDURE

- A. A grievance is a complaint in which it is claimed that either party failed to comply with the specific written terms of this agreement and which involves either a charge of a violation of this agreement or a dispute concerning the interpretation or application of this agreement, and may be processed as a grievance as hereinafter provide the Association may process a grievance in behalf of an employee or group of employees without his/her consent.

Should any grievance arise, the same shall be brought to Level I within 30 days of occurrence.

- B. Level I - Any member who believes he/she has a grievance shall present such grievance to their immediate supervisor on an informal basis. If the grievance is not resolved within fifteen (15) working days of occurrence, the grievance shall be reduced to writing and submitted to the supervisor within two (2) working days.

Note: working days for all non-twelve month employees during their summer break shall be converted to calendar days as pertaining to grievance time lines.

- C. Level II - The grievance may invoke the formal grievance procedure on the form set forth in annexed Schedule D., signed by the grievant and a representative of the Association, which form shall be available from the Association representative. A copy of the grievance form shall be delivered to the supervisor. If the grievance involves more than one building or position, it may be filed with the superintendent or a representative designated by him/her.

Within three (3) working days of the receipt of the grievance, the supervisor shall meet with the grievant and the Association in an

effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievant. The administration shall have the option of using supportive personnel in any stage of the grievance procedure.

- D. Level III - If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) working days of such meeting (or six (6) working days from the date of filing at Level II, whichever shall be later) the grievance shall be transmitted to the superintendent or his/her designee.

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

- E. Level IV - If the grievant is not satisfied with the disposition of the grievance by the superintendent or his/her designee, the grievant within five (5) working days of receipt of the disposition of the Superintendent from Level III, must appeal to the Board the decision of the Superintendent and request a Board Hearing. The Board, no later than its next regular meeting or two calendar weeks, which ever shall be later, may hold a hearing on the grievance, review such grievance in executive session (only if the subject of the grievance qualifies under the "Open Meetings Act" law as a subject that can be heard in a closed 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 (7) days thereafter. A copy of such disposition shall be furnished to the Association.

- F. Level V - If the grievant is not satisfied with the disposition of the grievance by the Board of Education, appeal may be taken to an impartial arbitrator. Such appeal is to be effected within fifteen (15) calendar days of receipt of the answer from Level IV of the grievance procedure, shall be in writing and shall specify the grievance and the disposition from which appeal is taken.

A notice to the Board of Education of such action must also be issued within fifteen (15) calendar days.

The arbitrator shall be agreed upon by the Board and the Association, or if no agreement is reached within five (5) days of notice of appeal, to arbitration, the parties agree to utilize the services of the American Arbitration Association as arbitrators.

The arbitrator in making his/her decision shall not change, alter, or modify, nor shall he/she add to or subtract from any term or provision of the agreement. The parties agree that an arbitrator's decision, if made in accordance herewith, shall be final and binding upon them.

- G. The fees and expenses of the arbitrator shall be paid by the losing party or pro-rated in split decisions.
- H. The time limits provided in this article shall be strictly observed or the grievance shall be deemed to be waived except that limits 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 process such grievance prior to the end of the school term or as soon thereafter as possible.

- I. A grievance may be withdrawn at any level without prejudice or record.
- J. Employees while in a probationary status may not pursue any grievance past Level 4 of Article 10 Grievance Procedure.

ARTICLE 11
BARGAINING UNIT WORK

- A. The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when Association members are not available.
- B. The Board will continue its established policy and practice of giving employees preference for work they have customarily performed.
- C. No member of the bargaining unit shall be required to dispense prescription medicine to students.
- D. The Board in accordance with Section 15 (3) (H) of P.E.R.A. as added by Public Act 112, at its discretion may implement experimental or pilot programs and make decisions concerning the staffing and use of technology in these programs so they can carefully examine these programs for their potential educational value to deliver educational programs and services. The Board shall implement experimental or pilot programs for a period of two years to evaluate their potential educational value to the District. After the second year evaluation period ends the Board will negotiate with the Association the terms and conditions of the employment related to the implementation and operation of these programs.

ARTICLE 12
DISCIPLINE

- A. No employee shall be disciplined (including reprimands, suspensions, reductions in rank or occupational advantage, or discharge) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing.
- B. An employee shall be entitled to have presented a representative of the Association during any meeting which leads to disciplinary action. When such a request for representation is made, no action shall be taken until the representative is present.

The District retains the right to discipline immediately by paid suspension any employee if a representative of the Association is not readily available or until such time an Association becomes available to represent the employee, on any offense that the District determines to present a danger to students or staff, gross misconduct with students or staff, gross insubordination, gross and blatant disregard for work rule and policies, gross unprofessional or irresponsible conduct on the job, being served with a felony charge on or off the job. The District and Association shall meet within two working days to discuss the charge(s) and the pending measures the District is considering to take on the offense.

- C. Probationary employees may not pursue a grievance of Article 12/Section (A) past Level (4) of Article (10) Grievance Procedure.

ARTICLE 13
MAINTENANCE OF STANDARDS

All conditions of employment, including working hours, extra compensation for duties outside regular working hours, relief periods, and general working conditions shall be maintained at not less than the highest minimum standard in effect in the district at the time this Agreement is signed: provided that such conditions shall be improved for the benefit of employees as is required by express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive employees of advantages heretofore enjoyed unless expressly stated herein.

ARTICLE 14
COMMUNICABLE DISEASES

Attendance or non-attendance of students with acute infectious communicable diseases shall be determined by rules or recommendations promulgated by the Michigan Department of Health and/or the Michigan Department of Education.

In the event that a child with communicable diseases is allowed by policy or law to attend school, all employees potentially having contact with the student shall be notified in advance of the child's placement and/or return to school unless notification is illegal or legally determined to violate the student's right of privacy.

In service instruction in hygienic practices and management to members coming into contact with students having such communicable diseases shall be available upon written request from the employer.

ARTICLE 15
ALCOHOL AND DRUG ABUSE

The Association and the Board jointly recognize that alcoholism and drug abuse are illnesses and shall be treated as such. Sick leave may be used for treatment of alcoholism and drug abuse if the employee participates in a recognized and accepted program.

ARTICLE 16
WORKER'S COMPENSATION

In the event that an employee suffers an absence due to an injury or an illness arising out of and in the course of his/her employment, the Board shall continue the employee's fringe benefits for a full twelve (12) month period, and shall pay to the employee the difference between his/her salary and the benefits received under the Worker's Disability Compensation Act for the duration of existing sick leave. A deduction of a portion of a sick leave day shall be made for the salary differential paid.

ARTICLE 17
RETIREMENT BENEFITS

If at the time 12-month regular full time, 9-month regular full time and 12 month regular part-time employees with at least ten (10) years of service to District leave the district and qualify for MEPSEB benefits concurrently

eligible employees will be provided the following benefits.

In recognition of service to the School District of the City of Iron Mountain, an employee will be paid following retirement, \$45.00 per year for each year of service in the Iron Mountain School District. All years of service will be paid including the first ten (10) qualifying years. This payment will be made upon all support personnel providing the Superintendent with copies of documentation from ORS with the number of years and qualifications for the retirement eligibility before any retirement incentive payments are made. If death occurs between the time of leaving the service to the Iron Mountain School District and receiving retirement benefits, the payment will be made to the surviving spouse or designated beneficiary.

This payment for 12-month regular part-time employees shall be prorated (i.e. a half time (1/2) employee would receive \$22.50 per year if all other qualifications are met).

Recognition of service and accumulated sick leave payments will be made according to the requirements of the mutually agreed upon Special Pay Plan for the 2005/2006 Master Agreement. One payment per year will be made no later than July 31 in the year of the member's retirement and will be subject to the limitations of the plan.

<u>Sick Days</u>	<u>All 12 Month Employees</u>	<u>Secretary</u>	<u>Educational Assistants</u>
0-49	10	10	10
50-99	25	20	20
100-149	30	25	25
150-199	35	30	30
200-249	40	35	35
250-299	45	35	35
300+	48	35	35

Employees Hired After July 11, 2011

<u>Sick Days</u>	<u>All 12 Month Employees</u>	<u>Secretary</u>	<u>Educational Assistants</u>
0-49	10	10	10
50-99	25	20	20
100-300 (Cap at 300)	30	25	25

ARTICLE 18
WORKING CONDITIONS/PAY

Payment for contracted hours for 9-month employees shall be over 21 pay periods and over 26 pay periods for 12-month employees.

All non-time card school year employees have the option of choosing 21 or 26 pay periods starting in the 2010-2011 school year. When choosing the 26 pay period option all employees will receive the remaining pay at the time of the last scheduled pay in June.

ARTICLE 19
INSURANCE 2011-2012

A. Health/Medical-Dental-Vision-Life Insurance Pak-Plan

INSURANCE BENEFITS from 7-1-2011 to 6-30-2012

The Board shall provide premium contribution payments toward an employee Health/Medical plan and a Dental/Vision/Life Insurance plan for the dates listed above.

The Board provided combined premium contribution for the combined Health/Medical plan-Dental/Vision/Life Insurance plan shall not exceed the below listed rates per the applicable employee health plan for full time employees. For employees less than full time the District contribution will be prorated accordingly.

Maximum Board Paid PAK A/Plan A Annual Premiums for 2011-2012

PAK A/Plan A for Full Time Employees:

Health/Medical/Prescription Plan with Dental, Vision, Life Insurance with AD & D Plan

Full Family Plan	\$1,003 per month
Two Person Plan	\$ 903 per month
Single Subscriber Plan	\$ 500 per month

The Board provided premium contributions for any employee single Health/Medical plan, two-person Health/Medical plan, family Health/Medical plan, or Pak-Health/Medical plan, combined with the Board provided premium contribution for a corresponding Dental/Vision/Life Insurance plan, may only be up to the actual annual premium amounts charged for any of the corresponding plans as long as the necessary premiums do not exceed the Board capped premium contribution maximum per the applicable employee health plan as listed above for the period from 7-1-2011 to 6-30-2012.

Any portion of the plans annual premium cost not covered by the Board capped maximum premium contribution shall be paid by the employee via payroll deduction.

Employee premium payments via payroll deduction to cover the employee contribution toward the annual premiums not covered by the Board paid premiums amounts shall be evenly spread over the 27 pay periods from July 1, 2011 through June 30, 2012.

Employees will also pay all deductibles associated with the plans.

9-Month Regular Full Time Secretarial Employees Hired Before August 19, 1997 - Employees working a minimum of 6 hours per day on each of the student days as stipulated in the IMPSD School Calendar each year.

Prorated Board paid premium based on actual hours worked versus 2080 hours/year. Employee's contribution necessary to cover the total premium amount not covered by the Board's contribution shall be by payroll deduction. 9-month regular full time secretary employees hired after August 18, 1997 will receive the same insurances as other non 12-month employees.

B. Dental/Vision/Life Insurance PAK Plan

INSURANCE BENEFITS from 7-1-2011 to 6-30-2012

The Board shall provide payment of premiums for a dental/vision/life insurance plan package for the following positions:

9-month regular full time employees working a minimum of 6 hours per day on each of the student days as stipulated in the IMPS School Calendar each year and 12-month regular part time employees working a minimum of 6 hours per day on each of the student days as stipulated in the IMPS School Calendar each year and less than 2080 hours/year.

The Board shall provide premium contribution payments toward an employee Dental/Vision/Life Insurance plan for the dates listed above.

The Board provided premium for those enrolled only in the Dental/Vision/Life Insurance plan shall not exceed the below listed rates per the applicable employee health plan for full time employees. For employees less than full time the District contribution will be prorated accordingly.

Maximum Board Paid Annual Premiums for 2011-2012

PAK B/Plan B for full Time Employees:

PAK B/Plan B Dental, Vision, Life Insurance with AD & D Plan

Full Family Plan	\$122 Per Month
Two Person Plan	\$ 73 Per Month
Single Subscriber Plan	\$ 39 Per Month

The Board provided premium contributions for any employee single, two-person, family, Dental/Vision/Life Insurance plan, may only be up to the actual annual premium amounts charged for any of the corresponding plans as long as the necessary premiums do not exceed the Board capped premium contribution maximum listed above for the period from 7-1-2011 to 6-30-2012

Any portion of the plans annual premium cost not covered by the Board capped maximum premium contribution shall be paid by the employee via payroll deduction.

Employee premium payments via payroll deduction to cover the employee contribution toward the annual premiums not covered by the Board paid premiums amounts shall be evenly spread over the same pay-periods the employee has selected for their salary payments.

Employees will also pay all deductibles associated with the plans.

C. Cafeteria Plan

The District will offer a District paid annuity of \$3,000.00 minus applicable F.I.C.A. payments, to any employee who qualifies for 100% Board paid premium for health/medical benefits, who does not enroll in the health/medical plan.

The District will offer a District paid annuity, based on a total attainable amount of \$3,000.00 that will be prorated on the actual work hours per employee per year versus 2080 hours per year for all employees who qualify for prorated health/medical benefits, who does not enroll in the health/medical PAK Plan, minus applicable F.I.C.A. payments.

The District will offer a District paid annuity of \$500.00 minus applicable F.I.C.A. payments, to employees eligible to enroll in the District's dental/vision/life insurance PAK Plan who do not enroll in the dental/vision/life insurance PAK Plan.

The employee annuity payment will be made in one lump sum into an annuity mutually agreed to between the I.M.E.S.P.A. and the District. Employees may choose cash payment instead of the annuity payment, which will be paid out in a lump sum in January, minus applicable F.I.C.A., federal tax and state tax payments. Open enrollment for application for benefits shall be the month of May of each year.

2011-2012
IRON MOUNTAIN E.S.P. SALARY SCHEDULES
CLASSIFICATION - SECRETARY

12-MONTH SECRETARY-2080 HOURS PER YEAR: Salary schedule will be the salary schedule for 9-month full-time regular secretary hired after August 19, 1997.

9-MONTH SECRETARY-WORKING A MINIMUM OF 6 HOURS PER DAY ON EACH OF THE STUDENT DAYS AS STIPULATED IN THE IMPS SCHOOL CALENDAR EACH YEAR AND LESS THAN 2080 HOURS PER YEAR:

Full-time Regular Secretary (Minimum of 6 hours per day)

<u>YEARS</u>	<u>HOURLY RATE</u>	<u>LONGEVITY</u>	<u>TOTAL</u>
0 TO 1 YR	\$ 10.29		\$ 10.29
2ND	\$ 10.63		\$ 10.63
3RD	\$ 11.00		\$ 11.00
4TH	\$ 11.34		\$ 11.34
5 TO 9	\$ 12.08	\$ 0.05	\$ 12.13
10 TO 14	\$ 12.76	\$ 0.05	\$ 12.81
15 TO 19	\$ 13.11	\$ 0.05	\$ 13.16
20+	\$ 14.19	\$ 0.10	\$ 14.29

9-MONTH SECRETARY-WORKING LESS THAN 6 HOURS PER DAY ON EACH OF THE STUDENT DAYS AS STIPULATED IN THE IMPS SCHOOL CALENDAR EACH YEAR:

<u>YEARS</u>	<u>HOURLY RATE</u>
0 TO 1 YR	\$ 8.40
2ND	\$ 9.09
3RD	\$ 9.72
4TH	\$ 10.42
5 TO 9	\$ 11.09
10 TO 14	\$ 11.78
15 TO 19	\$ 12.42
20+	\$ 13.10

Medical license differential = \$.0.75/hour - added to base wage

2011-2012
IRON MOUNTAIN E.S.P. SALARY SCHEDULES

CLASSIFICATION - EDUCATIONAL ASSISTANT

9-MONTH EDUCATIONAL ASSISTANT-WORKING A MINIMUM OF 6 HOURS PER DAY ON EACH OF THE STUDENT DAYS AS STIPULATED IN THE IMPS SCHOOL CALENDAR EACH YEAR:

Full-time Regular Educational Assistant

<u>YEARS</u>	<u>HOURLY RATE</u>	<u>LONGEVITY</u>	<u>TOTAL</u>
0 TO 1 YR	\$ 9.55		\$ 9.55
2ND	\$ 10.07		\$ 10.07
3RD	\$ 10.53		\$ 10.53
4TH	\$ 11.03		\$ 11.03
5 TO 9	\$ 11.53	\$ 0.05	\$ 11.58
10 TO 14	\$ 12.11	\$ 0.05	\$ 12.16
15 TO 19	\$ 12.48	\$ 0.05	\$ 12.53
20+	\$ 13.52	\$ 0.10	\$ 13.52

9-MONTH EDUCATIONAL ASSISTANT-WORKING LESS THAN 6 HOURS PER DAY ON EACH OF THE STUDENT DAYS AS STIPULATED IN THE IMPS SCHOOL CALENDAR EACH YEAR

<u>YEARS</u>	<u>HOURLY RATE</u>
0 TO 1 YR	\$ 7.88
2ND	\$ 8.52
3RD	\$ 9.22
4TH	\$ 9.88
5 TO 9	\$ 10.51
10 TO 14	\$ 11.19
15 TO 19	\$ 11.83
20+	\$ 12.48

An Educational Assistant who has met the qualifications of Section 1119 of Title I, Part A of the "No Child Left Behind Act of 2001" or has successfully completed one of the qualifications of this Act, that is recognized by Federal Department of Education and the State of Michigan Department of Education as a qualifying assessment standard of Section 1119 of Title I, Part A, will be paid an hourly premium of \$.25 (twenty-five cents) per hour, in addition to their normal EA rate, for all hours worked in a position that requires the qualifications listed in Section 1119 of Title I, Part A. Educational Assistants who may sub in a position that requires the qualifications listed in Section 1119 of Title I, Part A, who are qualified under Section 1119 of Title I, Part A, will also receive an additional \$.25 (twenty-five cents) per hour to their normal EA rate for the hours they work in a position that requires the qualifications listed in Section 1119 of Title I, Part A. Educational Assistants will receive their hourly rate of pay for work performed by Educational Assistants during their break periods of lunch period. This must be approved by the administrator prior to the work being performed.

2011-2012
IRON MOUNTAIN E.S.P. SALARY SCHEDULES

CLASSIFICATION - CUSTODIAL/MAINTENANCE

CUSTODIAL/MAINTENANCE-12 MONTH-2080 HOURS PER YEAR:

Full-time Regular Custodian-Hired **Before** July 1, 1999

<u>YEARS</u>	<u>HOURLY RATE</u>	<u>LONGEVITY</u>	<u>TOTAL</u>
START	\$ 15.58		\$ 15.58
2ND	\$ 15.58	\$ 0.13	\$ 15.71
3RD	\$ 15.68	\$ 0.13	\$ 15.81
4TH	\$ 15.87	\$ 0.13	\$ 16.00
5TH	\$ 16.07	\$ 0.13	\$ 16.20
6TH-9TH	\$ 16.37	\$ 0.24	\$ 16.61
10TH	\$ 16.54	\$ 0.25	\$ 16.79
11TH-14TH	\$ 16.86	\$ 0.36	\$ 17.22
15TH	\$ 17.06	\$ 0.37	\$ 17.43
16+	\$ 17.37	\$ 0.48	\$ 17.85

Grandfather present employees as of 9/14/88 at 16th and over hourly rate plus actual longevity.

Full-time Regular Custodian Hired **After** August 19, 1997

<u>YEARS</u>	<u>HOURLY RATE</u>	<u>LONGEVITY</u>	<u>TOTAL</u>
START	\$ 11.87		\$ 11.87
2ND	\$ 11.87	\$ 0.13	\$ 12.00
3RD	\$ 11.93	\$ 0.13	\$ 12.06
4TH	\$ 11.98	\$ 0.13	\$ 12.11
5TH	\$ 12.10	\$ 0.13	\$ 12.23
6TH-9TH	\$ 12.54	\$ 0.24	\$ 12.78
10TH	\$ 12.67	\$ 0.25	\$ 12.92
11TH-14TH	\$ 12.98	\$ 0.36	\$ 13.34
15TH	\$ 13.30	\$ 0.37	\$ 13.67
16TH	\$ 13.74	\$ 0.48	\$ 14.22
17TH	\$ 14.06	\$ 0.50	\$ 14.56
18TH	\$ 14.38	\$ 0.50	\$ 14.88
19TH	\$ 14.68	\$ 0.50	\$ 15.18
20TH	\$ 15.01	\$ 0.50	\$ 15.51
21ST	\$ 15.43	\$ 0.60	\$ 16.03
22ND	\$ 15.85	\$ 0.70	\$ 16.55
23RD	\$ 16.21	\$ 0.75	\$ 16.96
24TH	\$ 16.52	\$ 0.75	\$ 17.27
25TH	\$ 16.90	\$ 0.80	\$ 17.70

2011-2012
IRON MOUNTAIN E.S.P. SALARY SCHEDULES

CUSTODIAL/MAINTENANCE-12 MONTH & 9 MONTH UNDER-2080 HOURS PER YEAR:

<u>YEARS</u>	<u>HOURLY RATE</u>
START	\$ 9.49
2ND	\$ 10.15
3RD	\$ 10.84
4TH	\$ 11.51
5TH-9TH	\$ 12.20
10TH-15TH	\$ 12.87
16+	\$ 13.53

ALL Non Pak A & B union employees will receive an additional .5% increase per hour for 2011-2012.

ARTICLE 21
DURATION OF AGREEMENT

B. This Agreement shall be effective as of July 1, 2011, and shall continue in effect until the 30th day of June, 2012. Negotiations between the parties shall begin at least 30 days prior to the contract expiration date. If Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period by mutual written agreement of the parties.

B. Copies of this Agreement shall be printed at the expense of the District within sixty (60) school days after the Agreement is ratified and presented to all bargaining unit members. In addition, the District shall provide the Association ten (10) copies without charge.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives.

Board of Education

Maria Ann
Lisa Barrese
11-15-11

President

Secretary

DATE

Support Personnel Association

Maria Ann Palomaki

11-15-11

