MASTER AGREEMENT

BETWEEN

THE JEFFERSON SCHOOL DISTRICT

AND

JEFFERSON LIBRARY TECHNICIAN ASSOCIATION

July 1, 2012 – June 30, 2014

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1	Article 1
2	Recognition
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4	This Agreement is made by and between the Board of Education and the
5	Jefferson Library Technician Association, hereinafter called JLTA. Any
6	changes in this Agreement shall be made in writing, signed by both parties,
7	and done so by mutual consent.
8	
9	Any portion of this Agreement shown to be contrary to State and/or Federal
10	law shall be void and inoperative. At the option of either party, the provision
11	voided shall be immediately subject to negotiation. All other provisions of this
12	Agreement shall continue in effect.
13	
14	The Board hereby recognizes JLTA as the sole and exclusive bargaining
15 16	representative for all library technicians.
10	
18	Article 2
19	Rights of the Board
20	Auguto of the Dourd
21	A. It is expressly agreed that all rights which ordinarily vest in and have
22	been exercised by the Board, except those which are expressly
23	relinguished herein by the Board shall continue to vest exclusively in and
24	be exercised exclusively by the Board, including the right to:
25	
26	1. The executive management and administrative control of the school
27	system and its properties, facilities, equipment, and the activities of
28	its employees during working hours.
29	
30	2. Hire all employees and subject to the provision of the law and this
31	Agreement to determine their qualifications and the conditions for
32	their continued employment, their placement, dismissal, suspension,
33	layoff, or demotion, and to promote and transfer all such employees.
34	
35	3. Determine the services, supplies, and equipment necessary to
36	continue its operation and to determine all methods and means of
37	operation.

1 2		4. Adopt rules and regulations.
2		5. Determine the number of locations or relocation of its facilities,
4		including the establishment or relocation of new school buildings.
- 5		including the establishment of relocation of new school buildings.
6		6. Determine the size of the management organization, its functions,
7		authority, amount of supervision, and table of organization, provided
8		that the Board shall not abridge any rights from employees as
9		specifically provided in this Agreement.
10		
11		7. Determine the policy affecting the selection of employees providing
12		that such selection shall be based upon lawful criteria.
13		
14		8. Determine the hours of employment and the duties, responsibilities,
15		and assignments of employees with respect thereto, and the terms
16		and conditions of employment which shall be expressed verbally or
17		in writing to all employees at the time of employment. Duties,
18		responsibilities, and assignments shall be determined with respect to
19 20		other negotiated contracts.
20	Б	The mettern contained in this Armonycet and (on the economics of each
21 22	В.	The matters contained in this Agreement and/or the exercise of such
22		rights of the Board are not subject to further negotiations between the parties during the terms of this Agreement unless by mutual consent.
23 24		parties during the terms of this Agreement unless by inutual consent.
25	C.	Nothing in this Agreement shall be construed to limit the powers and
26	0.	responsibilities conferred upon the Board or the Superintendent under
27		the laws or Constitution of the State of Michigan, specifically the rights
28		and responsibilities as conferred under the Revised School Code.
29		
30	D.	The listing of specific management rights in this Agreement is not
31		intended to be, nor shall it be restrictive of, or a waiver of, any rights of
32		management not listed and specifically surrendered herein.
33		
34		
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1 2		Article 3 Paid Leaves
2		I alu Deaves
4 5 6	A.	Sick Leave. All full time (thirty (30) hours or more) members shall earn sick leave days as per the following: One (1) day per month up to Ten (10) days per year accumulative to 65 days. Unused sick days (and personal
7 8 0		days) from the 2006-07 and 2007-08 school years will be added to the employees' sick bank. Unused sick days in excess of (65) will be paid at half (50%) of the per diam rate in the first pay cycle following the pay
9 10 11		half (50%) of the per diem rate in the first pay cycle following the pay cycle in which the last day of the school year falls.
12 13 14 15		Due to the variances in the hours of the workday of bargaining members, days will be credited and deducted on an hourly basis. It is understood that sick days must be used as full days or half days.
15 16		Sick leave days shall be credited as of September 1st of each year or on
17 18		the employee's first working day. Leave days shall be prorated for late hires or for personnel terminating employment at times other than June
19 20 21		30th. Also chargeable to sick leave shall be employee absence due to family illness. Such absences shall be limited to five (5) days with pay.
22 23 24 25		Sick leave will be used for absences caused by personal illness, physical disability, emergency dental, doctor or vision treatment as well as injury or disability incurred in the course of employment.
26 27 28 29	В.	<u>Paid Personal Days.</u> Beginning with the 2008-09 school year, all members shall receive two (2) paid personal days per semester, which may be used at the employee's discretion. Written application to the building principal shall be made at least two (2) days in advance except
30 31		in the case of emergencies.
32 33 34 35 36 37		Paid personal holidays days are non-cumulative, are not transferable to the employee's sick bank, and cannot be rolled over to subsequent semesters or school years. Unused days will be paid at the employees' per diem rate in the first regular pay cycle following the pay cycle in which the last day of the semester falls.

1 2 3 C. <u>Funeral Leave</u>. All employees covered by this Agreement shall be granted 4 funeral leave, with earned compensation for days the employees are scheduled to work. Days for which compensation was earned shall be 5 deducted from the employees' sick leave bank. The days must be 6 consecutive with and include the day of the funeral. Funeral leave shall 7 8 be granted as follows: 9 10 1. A maximum of five (5) consecutive days in the event of the death of 11 the employee's spouse, children, stepchildren, mother, father, 12 stepmother, stepfather, brother, or sister. 13 14 2. A maximum of three (3) consecutive days in the event of the death of 15 the employee's mother-in-law, father-in-law, grandparents, or grandchildren. 16 17 18 3. A maximum of one (1) day in the event of the death of the employee's 19 aunt, uncle, sister-in-law, or brother-in-law. 20 21 Extenuating circumstances may warrant additional time. If granted by 22 the Superintendent, such additional time shall also be charged to the 23 employee's earned allowable sick leave bank. 24 25 D. Judicial Leave. A member called for jury duty or to give testimony in a 26 court of law shall be compensated in the amount of the difference 27 between regular pay and pay received for the performance of such 28 obligation. Members may keep compensation received for mileage. Such 29 leave shall not be charged to sick leave. 30 31

1		Article 4			
2		Unpaid Leaves			
3					
4	Leaves of absence without pay shall be granted for any of the following				
5	reasons:				
6 7	۸	All members shall be supported a basility lesses often their second side			
7 8	A.	All members shall be granted a health leave after their accumulated sick leave is depleted when their health, or the health of a member of the			
9		immediate family, which shall be defined as parents, grandparents,			
10		spouse, children, grandchildren, siblings, parents-in-law, or dependents			
11		of the immediate household residence, warrants it up to a maximum of			
12		six (6) months. Said leave may be extended upon approval of the			
13		Superintendent or his designee for a period not to exceed six (6) months.			
14		Such leave may require a physician's statement.			
15					
16	В.	A leave of absence without pay may be granted at the discretion of the			
17		Superintendent or his designee. A written request for said leave must be			
18		submitted to the Superintendent and approved prior to the beginning of			
19		the leave. The leave shall not exceed one (l) year.			
20	Ð				
21	D.	All requests for unpaid leaves of absence will be applied for at least sixty			
22		(60) calendar days prior to its commencement, except in cases of			
23 24		emergency or health leaves.			
24	E.	A member on a leave of absence (more than twelve (12) months) may			
26	Ľ.	return, upon the expiration of his/her leave, to his/her former position,			
20		or to another position in the school system providing:			
28		or to unother position in the sensor system providing.			
29		1. A position is available (vacant).			
30					
31		2. The person is qualified to assume the responsibilities of such			
32		position. In the event no position is available (vacant) or if the			
33		person does not possess the necessary qualifications for the vacant			
34		position, he/she shall be given the first position available for which			
35		he/she has the qualifications as determined by the administration.			
36		Failure to report within ten (10) days of assignment shall constitute			
37		a resignation on the part of the employee.			

1		
2	F.	All members on leaves of absence (twelve months or less) may return
3		upon the expiration of their leave, to their former positions.
4		
5		
6		Article 5
7		Negotiation Procedures
8		
9	А.	It is understood that matters not specifically covered by the Agreement,
10		but of common concern to the parties, shall, upon consent of both
11		parties, be subject to negotiation. The parties will undertake to cooperate
12		in arranging meetings, selecting representatives for such discussions,
13		furnishing necessary information and otherwise constructively
14		considering and resolving any such matters.
15	Б	
16	В.	At least sixty (60) days prior to the expiration of this Agreement the
17		parties will likewise begin negotiations for a new Agreement covering
18		wages, hours, terms, and conditions of employment of Association
19 20		members employed by the Board of Education.
20 21	C	Neither party shall have control over the selection of the other horseining
21	C.	Neither party shall have control over the selection of the other bargaining team members.
22		team members.
23 24	D.	In any negotiations, it is recognized that all agreements are tentative until
25	D.	completion of the total Agreement and until the Agreement has been
26		signed by the representatives of both parties.
27		Signed by the representatives of sour particle.
28		
29		Article 6
30		Grievance Procedures
31		
32	А.	A grievance is an alleged violation, misinterpretation, or misapplication of
33		this Agreement. The "grievant" is the employee or Association alleging
34		violation of the specific and express terms of the Agreement.
35		
36	В.	All grievances shall be handled by the following procedures:
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1 Step 1. The grievant, either alone or with an Association representative, 2 shall first discuss the grievance with the principal within five (5) 3 workdays of the alleged occurrence in an attempt to resolve the grievance 4 informally.

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Step 2. If the grievance is not resolved at Step 1, it shall be reduced to writing and presented to the principal within five (5) workdays after the original informal conference under Step 1 of this procedure. The written grievance shall be presented to and discussed with the principal by either the grievant or the Association representative. Within five (5) workdays after the receipt of the written grievance, the principal shall render his/her written decision to the Association and to the grievant.

14 Step 3. Within five (5) workdays after the receipt of the principal's 15 written decision, the grievance may be (by the Association or grievant) 16 appealed to the Superintendent or his designee. The appeal shall be in 17 writing and shall be accompanied by a copy of the decision at Step 2.

18

Within five (5) workdays after receipt of the appeal, the Superintendent or
his/her designee shall investigate the grievance and shall communicate
his/her findings in writing to the Association, grievant, and to the
principal.

23

Step 4. If the alleged grievance is not resolved at Step 3, the grievant or the Association may submit the grievance to the Board of Education within five (5) workdays after receipt of the written decision of the Superintendent or his/her designee. The Board shall hear the grievance at one of the next two (2) regularly scheduled meetings after receipt and shall render its written decision within thirty (30) working days of the hearing to the grievant and/or the Association.

31

32 Step 5. If the Association is not satisfied with the disposition of the 33 grievance by the Board, only the Association and not the individual 34 employee may submit the grievance to arbitration before an impartial 35 arbitrator. If the parties cannot agree as to the arbitrator within fifteen 36 (15) calendar days from the notification date that arbitration will be 37 pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

7 8

9 10 <u>Procedure:</u> Written grievances as required herein, shall contain the following:

- 11 a. It shall be signed by the grievant or Association representative;
- b. It shall contain a synopsis of the facts giving rise to the allegedviolation;
- c. It shall cite the section or subsections of this contract alleged to
 have been violated;
- 16 d. It shall contain the date of the alleged violation;
- 17 e. It shall specify the relief requested.
- 18

1			Article 7
2			Seniority
3			
4	А.	Defin	ition of Probationary and Substitute Employees
5			
6		1.	Probationary Employee: A person who is employed to fill a
7			bargaining unit position for a trial period of a maximum of one
8			hundred twenty (120) calendar days. Probationary employees shall
9			have no seniority until the completion of the probationary period at
10			which time their seniority shall revert to their first day of work.
11			
12		2.	Substitutes in Temporary Positions: It is expressly understood and
13			agreed that substitute(s) in temporary positions shall not fill a
14			bargaining unit position for a period in excess of forty (40) workdays.
15			Under extenuating circumstances, it is possible that JLTA and the
16			administration may mutually agree to extend this time period.
17		2	
18		3.	Substitutes in Non-Temporary Positions: A substitute who is
19 20			employed to fill a position on a per diem basis while the regular
20			bargaining unit member is absent or on an approved leave for a
21			period of up to one (1) year, shall not become a member of the
22 23			bargaining unit. (See Article 5, F.)
24	В.	Sen	iority
25			
26		1.	If employees have the same hire date, seniority shall be determined
27			by the last four digits of his/her Social Security Account - the
28			lower/lowest number having the higher/highest seniority. An
29			updated seniority list shall also be furnished at this time.
30			
31			Seniority for persons who work less than a year shall be pro-rated.
32			
33		2.	Seniority shall be defined as years worked within the bargaining
34			unit. Should a member leave the bargaining unit for any reason
35			other than disciplinary reasons, and then return to the bargaining
36			unit, his/her seniority shall be considered to have been frozen and
37			he/she shall resume accumulation upon the first day of work. Said

1 2 3		accumulation shall also be applicable to placement on the salary schedule.
4		
5		Article 8
6		Vacancy, Layoff, & Recall
7	_	
8	А.	<u>Vacancy - Postings.</u> Notice of all library technician vacancies and newly
9		created library technician positions shall be posted on employee bulletin
10		boards within one (l) pay period from the date of the vacancy or the
11		establishment of the new position. Association members shall be given
12		five (5) working days to make application and shall be given due
13		consideration for the position.
14		1 Age an aging will be greated for hid first within the proit to these that are
15 16		1. Any opening will be posted for bid first within the unit to those that are
16 17		presently working, secondly to those who are laid off and finally to
17 18		outside applicants.
18 19		The posting will reflect:
20		A. Type of work
20 21		B. Classification
21		C. Place of work
22		D. Starting date
23 24		E. Rate of pay
25		F. Hours to be worked
26		1. Hours to be worked
27		2. Members who successfully bid on a position may not bid again
28		during the same school year, unless aforementioned member is
29		displaced by layoff or reduction in staff, exclusive of principal's right
30		of assignment.
31		
32	В.	Reduction/Layoff of Staff.
33		Reduction in staff due to finances, program changes, or other reasons
34		shall be made on the basis of inverse seniority. Input will be sought from
35		the Association before changes are made. All employees affected by
36		change will be given two (2) weeks' notice.
37		

C. <u>Recall Procedure.</u> The most senior employee on layoff shall be the first
 employee recalled to work. (See Article 9, A., 1)

3

Employees shall be notified by certified mail, at the last known address, 4 The employee shall have five (5) workdays to notify the 5 of their recall. Board of his/her intent to return to work. The employee shall be 6 7 responsible for supplying the Board with his/her current address. 8 Refusal of an offer from the Board of an equivalent position for which the 9 laid off employee is qualified, or failure to respond within five (5) workdays of the receipt of a written offer, shall constitute a forfeiture of 10 11 all seniority and rights of recall. An equivalent position will be defined as 12 a position with the same (or greater) number of hours.

Article 9 Miscellaneous Provisions

A. <u>Agreement Distribution.</u> Copies of this Agreement shall be printed at
 Board expense. The Board will provide a copy of the Agreement for each
 association member. In addition to a copy of this Agreement, new
 members shall receive appropriate insurance and retirement forms at the
 time of hire.

22

13 14

15 16

23 В. State Law. The Agreement is subject in all respects to the laws of the 24 State of Michigan with respect to the powers, rights, duties, and 25 obligations of the Board and the Association In the event any provision of 26 this Agreement shall at any time be held to be contrary to the law by a 27 court of competent jurisdiction from whose final judgment or decree no 28 appeal has been taken within the time provided for doing so, such 29 provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect. 30

31

32 C. <u>Act of God Days.</u> "Act of God" days beyond the allowance by Michigan
33 Law and the Department of Education regulations will be made up by the
34 students and assistants at the end of the school year or at other times as
35 specified by the calendar. Library Technicians will only receive
36 compensation for the "Act of God" days allowed. When a scheduled day
37 of schoolwork is delayed, association members shall report as near as

possible to their regular starting times. Library Technicians will receive
 their full day's pay when the school day is shortened due to weather or
 mechanical problems.

4

5 D. <u>Mileage</u>. An association member directed by the building principal to 6 drive his/her personal automobile for school business shall receive a 7 mileage allowance that shall be at the IRS established rate per mile, and 8 within the travel guidelines approved by the Board.

9

E. <u>Conference Attendance.</u> The Board shall pay, within the travel guidelines
 approved by the Board, expenses incurred by Library Technicians who
 attend workshops, seminars, conferences, or other professional
 improvement sessions at the request and/or with the advanced approval
 by the Superintendent or his/her designee.

- 15
- F. <u>Notification of Assignment.</u> Library Technicians will receive tentative
 notification of assignment by August 1st. If the assistant is seeking a
 change in assignment, he/she may request such in writing to the
 Superintendent by April 15. Such requests will be considered by the
 administration prior to the August 1st placements.
- 21

F. <u>Equipment Use.</u> JLTA members will be permitted to use school
equipment, typewriters, duplication equipment, telephones, calculating
machines, and all types of audio-visual equipment at reasonable times,
when such equipment is not otherwise in use. The Association shall pay
the cost of all materials and supplies incident to such use. No equipment
shall be removed from the school premises for the Association's use.

G. <u>Emergency Financial Manager.</u> If an Emergency Financial Manager is
appointed by the State under PA 4 of 2011, Fiscal Accountability Act, the
Emergency Financial Manager may reject, modify, or terminate the
collective bargaining agreement in his/her sole discretion. This authority
is a prohibited subject of bargaining under the Public Employment
Relations Act (PERA).

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1		Article 10		
2		Evaluation		
3				
4	А.	Each employee's job performance shall be evaluated at least every two (2)		
5		years in writing by the principal.		
6				
7	В.	If the employee has any questions regarding his/her evaluation, the		
8		employee may request a conference regarding the evaluation.		
9				
10	C.	The evaluation report shall be signed by the employee, as evidence of		
11		having seen or read the evaluation report. In addition, space shall be		
12		provided on the evaluation form for employee comments. A copy shall be		
13		provided to the employee.		
14				
15	D.	If a disciplinary demotion of a member is to be considered because of		
16		inadequacies observed in the member's work, such action must be		
17		preceded by:		
18				
19		1. Clear direction to the member that he/she must improve and the		
20		consequences of failure to do so.		
21				
22		2. Opportunity and time for the association member to make		
23		improvement upon mutual agreement of both parties.		
24				
25		3. Identification of the specific ways in which the employee is to		
26		improve and documented direction from administrators and school		
27		district resources to help the member improve.		
28				
29		Article 11		
30		Protection of Association Members		
31	•			
32	А.	The Board will continue its policy of non-discrimination with respect to		
33 24		any association member by reason of race, creed, color, national origin,		
34 25		gender, marital status, or membership in, or association with, the		
35		activities of any bargaining association organizations.		
36				

No association member shall be disciplined, reprimanded, suspended, 1 В. 2 reduced in rank, or discharged without just cause. There will be a policy 3 of progressive discipline which minimally includes verbal warning, 4 written warning, reprimand, suspension without pay, with discharge as a final and last resort. Any action taken against an association member 5 shall relate only to the said violation and not to other aspects contained 6 7 in previous evaluations. The Association recognizes that if an employee 8 engages in a serious breach, the employee may be subject to severe 9 discipline. The severity of the discipline may be grievable.

10

11 C. An association member shall be entitled to have present a representative 12 of the Association during any disciplinary action when such action will 13 become part of the association member's file. When a request for such 14 representation is made, no action shall be taken with respect to the 15 association member until a readily available representative of the Association is present. Further, in the event disciplinary action is to be 16 taken, the member shall be advised of the right to representation under 17 18 this provision of the Agreement prior to action being taken.

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D. When a member is absent as a result of personal injury caused by an
accident arising out of and in the course of his/her employment, he/she
will be paid his/her full Worker's Compensation for the period of absence
not to exceed one year.

E. An employee will have the right to review the contents of his/her
personnel file excluding initial references; and to have a representative of
the Association accompany him/her in such a review.

Article 12

Hours and Work Week

- A. <u>Hours Per Day.</u> The employee's workday shall consist of a maximum of
 seven (7) hours, including two (2), fifteen (15) minute paid breaks. A
 thirty (30) minute unpaid lunch period will also be included in the
 employee's regular work schedule.
- 36

- B. <u>Scheduled Work.</u> Library Technicians shall be employed and paid only
 when students are in school. Principals may ask individuals to work
 when students are not in school, and when this occurs, Library
 Technicians will be paid at the regular pay rate.
- 5

6 C. <u>Work Other Than School Hours.</u> If employees are required to work more
7 than their regular work hours, including but not limited to, field trips,
8 book fairs, and open houses, they shall be compensated at the regular
9 rate of pay, not to exceed three (3) hours per occurrence.

10

D. <u>Calendar.</u> The employee's work year will be at a maximum of one
hundred eighty (180) days, or the number of hours established by the
state and confirmed by the Board of Education. If an employee's work
year is less than one hundred eighty (180) days, the JLTA may suggest a
workable plan for the scheduling of the shortened days. The minimum
number of work days shall not fall below the minimum number required
for one (1) year retirement credit.

18

19 E. On teacher in-service/professional development days, training
20 opportunities may be offered for JLTA members.

21

Members shall be notified a minimum of two (2) weeks prior to in service dates of their option to attend. In instances when mandatory
 attendance is required at in-service events due to the nature of the
 scheduled training, as determined by the Building Administrator,
 members will receive two (2) weeks' notice, or the earliest advance
 notification that is practicable.

28 29 2.

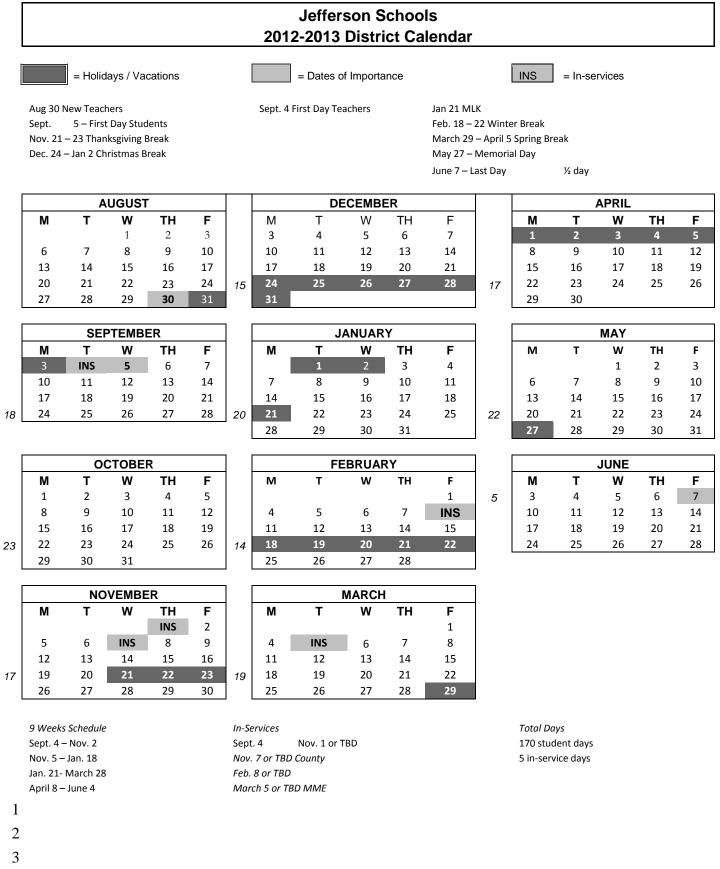
2. Failure to attend an offered in-service event may result in receiving less than one (1) full year retirement credit.

32 F. School calendar for 2012-2013 follows:

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4

2 Wages and Benefits 3 4 4 A. Salary. The salaries of the members covered by this Agreement are so forth in Schedule A, which is attached to and incorporated in the Agreement. Such salary schedule shall remain in effect during the terr of this Agreement. 7 of this Agreement. 8 9 9 B. Paid Holidays. Beginning with the 2008-2009 school year, Association members shall receive as paid holidays the following: 11 1. Thanksgiving Day 12 2. Christmas Eve 13 3. Christmas Day 14 4. New Year's Day 15 5. Good Friday 16 6. Memorial Day	
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16 6 Memorial Day	
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20 Schedule A	
21	
22 All employees covered by this Agreement shall be compensated per t	ıe
23 following schedule:	
24	
25 <u>2012-13</u> <u>2013-14</u> 26 \$15.00 TBD	
27	
 For 2012-2013, there is no increase to the pay scale. The contract will re- 	
30 open for the purpose of negotiating compensation for 2013-2014. The	
31 economic opener will be negotiated prior to May 31, 2012.	
32	
33 34	

Duration of Agreement and Signatures 1 2 3 This Agreement shall be effective as of July 1, 2012 and shall continue in effect until the end of the contract year June 30, 2014. The Agreement shall 4 5 not be extended orally, and it is expressly understood that it shall expire on 6 that date indicated. 7 8 **Jefferson Schools Board of Education** For the Association 9 10 11 Mark Wahlie, President Carrie Windels, 12 **Bargaining Representative** 13 14 Rick Vel 15 Rick Kull, Vice-President 16 Kris Kitchen. **Bargaining Representative** 17 18 19 Judy Campbell, Treasurer 20 21 22 23 24 Secretary Flynn. 25 26 Dail Prucka, Parliamentarian 27 28 29 Russ Terrasi, Trustee 30 31 32 Brian Russell, Trustee 33 34 35 36 Craig A. Haugen, Superintendent

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