

MASTER  
AGREEMENT

BETWEEN

MASON CONSOLIDATED SCHOOL DISTRICT

---

AND

MASON CONSOLIDATED EDUCATIONAL  
SUPPORT PERSONNEL

Agreement effective July 1, 2010 through June 30, 2013.

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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
MASON CONSOLIDATED EDUCATIONAL SUPPORT PERSONNEL  
-AND-  
MASON CONSOLIDATED SCHOOL DISTRICT**

**PREAMBLE**

Agreement entered into this June 6<sup>th</sup>, 2011 by and between the Mason Consolidated School District, hereinafter referred to as "School District," and the Mason Consolidated Educational Secretarial/Food Service Association/MEA/NEA, hereinafter referred to as the "Association."

The School District and the Association acknowledge that this agreement is authorized pursuant to the provisions of Act 336 of the Public Acts of 1947, as amended. This agreement shall be a binding obligation on the parties for the duration of this agreement or until changed by the written mutual agreement of the parties, unless otherwise provided in this agreement.

**ARTICLE I  
DEFINITIONS**

1. "School District" shall refer to the corporate entity, the board of education, the Superintendent of schools and/or his or her designee, including but not limited to the administration of the district.
2. "Association" shall refer to the association which represents the respective employees covered by this agreement, the individual employees specified in this agreement as being subject to the terms and conditions set forth herein, and those persons designated by the association and/or employees to act on their respective behalf.

**ARTICLE II  
RECOGNITION**

1. The Board of Education hereby recognizes the Association as the sole and exclusive bargaining unit representative for all employees covered by this agreement for the duration of the agreement and for as long as the Association continues to be the certified representative of said employees under the authority of the Public Employment Relations Act.
2. Employees covered by this agreement shall include Full-time (currently working 48 weeks) and Part-time (currently working the school year up to 190 days) employees

assigned to Administrative Assistant, Support Services, and Food Service in the following three (3) classifications:

I. **ADMINISTRATIVE ASSISTANT**

- A. Accounting Assistant – Full Time
- B. Student Services – Full Time

II. **SUPPORT SERVICES**

- A. Elementary School Principal Secretary – Full Time
- B. High School Principal Secretary – Full Time
- C. Middle School Principal Secretary – Full Time
- D. Transportation & Buildings and Grounds  
/Athletic Director Secretary – Part Time (190 days)
- E. Elementary Building Secretary – Part Time (190 days)

III. **FOOD SERVICE**

- A. Head Cook – Part Time (School Year)
- B. Head Cashier/Baker/Assistant Head Cook – Part Time (School Year)
- C. Cooks & Assistant Cashiers – Part Time (School Year)

3. Employees of the school district, not covered by this agreement, shall include the following:

- A. Superintendent of Schools, Deputy or Assistant Superintendents
- B. All Principals and Assistant Principals
- C. All Administrators, directors, forepersons, or other members of the administrative staff
- D. All other persons not specified by this agreement
- E. Probationary Employees
- F. Per Diem Casual Part-time and Substitute Employees
- G. Secretary to the Superintendent
- H. Secretary of Adult Education

4. The inclusion of newly created positions or new categories of employees shall be subject to discussions between the parties at the time of such creation. Disputes regarding inclusion or exclusion shall be determined by the Michigan Employment Relations Commission.

**ARTICLE III**  
**UNION RIGHTS**

- A. The Board agrees to furnish the Union, in response to reasonable requests not subject to privilege or other claim of privacy, all available information concerning the financial resources of the District, including, but not limited to: annual financial reports and audits, tentative budgetary requirements including allocation Board budgets, membership data, staff directories, salary schedules, and such other information that will assist the Union in development of intelligent, accurate, informed and constructive programs on behalf of its members. Nothing in this provision shall be construed as requiring the district to create or otherwise prepare any document which is not in existence or which the district would not otherwise create for its own purposes. Further, this provision shall not be construed in a manner which requires the district to disclose information of a personal or private nature, or information which is not otherwise subject to disclosure under the provisions of the Michigan Freedom of Information Act, or P.A. 379.
- B. The Union and its members shall have the right to use school building facilities, subject to Board policies, at all reasonable hours, for meetings, social meetings, and fund-raising activities; this includes use of equipment necessary for the preparation and conduct of the Union's activities at no expense to the Board of Education. The use of the facilities shall include the use of furnishings and equipment, but shall not include costs associated with refreshments, copy expense, or other expenses directly attributable to the association activity. The rights afforded the Union pursuant to this provision shall not be disruptive of other events occurring within the district, nor shall they become burdensome or otherwise result in excessive cost to the district. It is the mutual intention of the parties that the Association shall be treated as any other community group utilizing the facilities. It is not the intention of this provision to restrict the union in any manner as it relates to the representation of its membership or the exercise of its legitimate rights under the Public Employment Relations Act.
- C. The Employer shall provide the Association with a bulletin board in each building for union business. Additionally, the Association shall be permitted to use interoffice mail to communicate with its membership.
- D. The Board shall provide Five (5) school days per year of release time for the purpose of Union business. The Board shall pay for the cost of the substitute. The Board shall pay the salary/wages of the employee on release time.
- E. An employee engaged during the school day in negotiating on behalf of the Union with any representative of the Board or participating in any professional grievance negotiation with any representative of the Board shall be released from regular duties without loss of salary.
- F. The Board pledges not to discriminate against any employee on the basis of race, sex, creed, religion, national origin or ancestry, marital status, physical characteristics or disability or place of residence. Furthermore, the Board agrees that it will comply with the applicable provisions of the Americans with Disabilities Act.

- G. The private and personal life of any employee is not within the appropriate concern or attention of the Employer, nor shall the employee's personal and private life be the subject of discipline, unless it has an adverse impact on the ability of the employee to perform his/her duties or unless it results in such conduct as is delineated in Article X, Paragraph D.

**ARTICLE IV**  
**ASSOCIATION MEMBERSHIP**

A. Financial Responsibilities and Payroll Deductions

1. All employees as a condition of continued employment shall either: Sign and deliver to the Board at least one (1) week before the first pay period an assignment authorizing deduction of membership fees and voluntary contributions of the Union (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing:
2. Employees who choose not to become members of the union shall cause to be paid to the Union in cash or via authorization for payroll deduction a fee equal to the per member cost of negotiating this Agreement with ten (10) days after the end of the successful probationary period. In no event shall the per member cost exceed the cost of the membership fee. The Union shall deliver to the Superintendent, on or before the third Monday of September and immediately thereafter whenever a change in the amount is made, a written statement specifying the amount of the fee. If an employee shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Board shall, at the request of the Union, deduct the service fee from the employee's salary and remit same to the Union under the procedure provided below.
  - a. The procedure in all cases of non-payment of the service fee shall be as follows:
    1. The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board if compliance is not effected.
    2. If the employee fails to remit the service fee or authorize deduction for same, the Union may request the Board to make such deduction pursuant to the opening paragraph above.

3. The Board, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for same.
- b. The Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Union employees. The remedies set forth in that policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting employee concerning the application and interpretation of this article shall be subject to the Grievance Procedure set forth in this Agreement.
    1. The Union shall hold the Board harmless for any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the Union shall have the right to compromise claims, which may arise under this save harmless clause.
    2. Should a court of competent jurisdiction rule that the mandatory deduction of the representation benefit fee is contrary to law, the Board shall not be required to implement Section 2 above.
    3. Should the indemnification provision set forth above be declared unenforceable or void by a court of competent jurisdiction, Section 2 above shall immediately be considered inoperative.
- B. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee, as defined in Article II, Section 2, of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations, and other lawful concerted activities or mutual aid and protection. As a duly elected body exercising governmental power under cover 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 employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States, that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any lawful activities of the Union, or collective professional negotiations with the Board, or his/her institution of any grievance or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- C. Each employee covered by this Agreement shall be provided a copy by the Employer. The Union shall be supplied with five (5) additional copies and an electronic copy for its use.

## **ARTICLE V** **BOARD'S RIGHTS**

The Board of Education reserves the sole right to administer the operations of the school system, including the day-to-day operation as required; to assure the effective control of personnel; to accomplish appropriate use of the facilities, subject to the collective bargaining agreement, state and federal statutes. Nothing in this Agreement shall be construed to limit or impair the right of the School District to exercise sole discretion in all of the following matters, whatever may be the effect upon employment.

The School District, on its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, the Revised School Code of 1995, and all other applicable laws, codes and regulations and any modifications made thereto. Further, all rights which ordinarily vest in and are exercised by employers, except such as are relinquished herein, are reserved to and remain vested in the School District, including but without limiting the generality of the foregoing, the right:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any new services, materials, or methods of operation;
- B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. To determine the number, location and type of facilities and installations;
- D. To determine the size of the work force and increase its size, subject to the limitations imposed by this agreement.
- E. To hire and layoff employees;
- F. To direct the work force, assign work and determine the number of employees assigned to operations, subject to the limitations imposed by this agreement;
- G. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications. However, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classifications-and the establishment of wage rates for any new or changed classifications shall be the subject of collective bargaining;
- H. To determine lunch, rest periods and clean-up times;



- I. To discipline and discharge employees for just cause;
- J. Furthermore, the School District, as employer, shall retain as management rights any and all powers and rights over wages, hours and other conditions of employment not abrogated in this Agreement.
- K. The School District retains the right to direct supervisory employees, non-bargaining unit employees, or other administrative personnel to perform bargaining unit duties normally performed by bargaining unit members whenever, in the reasonable determination of the Board or its designated representative, the performance of such duties on a temporary basis is necessary to ensure continuity of such essential administrative or educational functions of the School District. The performance of such duties shall not, however, result in the displacement or replacement of regular bargaining unit members.
- L. To establish, maintain and enforce work rules relative to the job classifications covered by this agreement.
- M. To contract or subcontract any and all bargaining unit work according to the need for efficiency and economy in the operation of the District, to the extent permitted by law.
- N. Nothing contained in this Agreement shall prevent the District from exercising any rights that it might have pursuant to the provisions of P.A. 112.

## **ARTICLE VI** **WORKING CONDITIONS**

1. The Board of Education shall comply with all Federal, State and local regulations regarding discrimination including, but not limited to discrimination based on age, sex, race, national origin, religion, handicap or other protected category not specifically set forth herein.
2. The Board of Education shall comply with all State regulations concerning the use of tobacco products on school district premises. There shall be no use of tobacco on school district premises at any time, according to Board policy.
3. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The Board will provide adequate rest areas, lounges and restrooms for bargaining unit members' use.
4. The Board shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in schools. The Board will take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations.

- A. At the commencement of each year, a copy of the student code of conduct shall be made available to all bargaining unit members.
  - B. The maintenance of discipline and control of students is the duty and responsibility of all school district personnel. School district personnel shall be expected to enforce district policies concerning student conduct on school premises. Employees shall have the right to use physical force as is necessary on students only to the extent permitted by law, when it is necessary to protect themselves, other persons, or property.
5. Employees shall be advised by their immediate supervisor of the proper chain of command for their respective positions in their building. Each employee shall be expected to follow the chain of command in fulfilling their job duties and obligations under this agreement. Any dispute regarding the chain of command will be resolved by the Superintendent of Schools.
6. All employees who are asked to conduct District business by using their own vehicles on the job shall be reimbursed for mileage at the current Board approved rate.
7. All District required training for new skills or other District mandated training shall be paid by the District. The District also agrees to pay for any associated employee expense such as: transportation, books, lodging, etc. Employees shall also receive their regular wages for the time spent in training, if required by law, unless the parties mutually agree otherwise. Specifications for reimbursement will be found in the Administrative Guidelines.
8. All secretaries and cooks working five (5) hours or more shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes duration, except in emergency situations.
9. Employees shall be entitled to a fifteen (15) minute paid break for every four (4) hours worked.
10. Any complaint directed toward an employee shall be promptly called to the employee's attention. If such complaint is to be made part of the employee's personnel file or a matter of other written record, management must reveal the name of the complainant and the nature of the complaint. The employee may submit a written statement to be attached to and filed with the original complaint.
11. (Food Service only) At the High School and Central Elementary School, the practice of rotating the duties of pan washing, dishwasher, mopping and service area maintenance shall continue to be done by all food service staff. The High School cashier will be required to offer assistance when he/she is finished with his/her other assigned duties.
12. (Food Service only) It is the intent of the Board of Education to utilize student or aide help to clean the cafeteria tables during the lunch hours.

13. Employees shall not be required to work in unsafe or unhealthy conditions. Employees shall not be required to work with unsafe equipment. However, employees shall not be permitted to refuse to work as ordered unless the risk of harm is so immediate that it is not reasonable to carry out the order.
14. (Food Service only) Uniforms – All food service employees shall be supplied with three (3) new shirts at the beginning of each school year, which will be worn during working hours. It will be the responsibility of the employee to keep these shirts laundered. The District agrees to provide three (3) new shirts and aprons for all Food Service workers upon ratification of a new agreement. Shirts and aprons will be replaced promptly as needed when those not usable are turned in for replacement.
15. (Secretaries only) All Full Time secretaries will be scheduled to work at least 7 hours per day, or a minimum of 35 hours per week. All Part Time secretaries will work no more than 5.75 hours per day for not more than 190 days. Also, Part Time secretaries should work on each teacher workday, unless otherwise approved by the Superintendent.

## **ARTICLE VII** **GRIEVANCE PROCEDURE**

### **A. Definition**

1. A grievance is a claim by a member, members, or the Union, that there has been a violation, or an improper interpretation or application of a specific article and section of this Agreement, or written board policy. A grievance concerning a violation of Federal or State civil rights shall not be processed to the arbitration step of the grievance procedure.
2. The term “days when used in this article shall mean calendar days.

### **B. Procedure**

#### 1. Level One

An alleged grievance shall first be discussed informally with the grievant's immediate supervisor within ten (10) days of the alleged violation. The grievant, at her/his option may be represented by the Union in the discussion.

#### 2. Level Two

If the grievance is not resolved at Level One, the grievance may be submitted, within ten (10) days of the discussion at Level One, in writing to the immediate supervisor. The immediate supervisor shall render a decision in writing within ten (10) days.

3. Level Three

If the decision at Level Two does not resolve the grievance, the grievant may appeal the decision in writing within five (5) days of said decision to the Superintendent and request a meeting. Within five (5) days after the written request is filed with the Superintendent he/she shall have a meeting with the grievant and/or the Union representative concerning the alleged grievance. Within five (5) days after said meeting the Superintendent shall, in writing, render his/her decision upon the grievance.

4. Level Four

If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) school days, the grievance may be submitted to mediation. Neither the MEA representative nor the District's legal counsel shall participate in mediation.

5. Level Five

If the grievance is not satisfactorily resolved through the mediation process, or if the grievance was not submitted to mediation after Level Three, the grievance shall be presented in writing by the Union to the Board of Education within five (5) school days from the date of the mediation or the Superintendent level disposition, and the Board of Education shall meet with the Representative of the Union for the purpose of conducting a hearing at a time mutually agreeable to them. The appeal shall be in writing and shall state the reason or reasons as to why the decision of the Superintendent of Schools was not satisfactory.

6. Level Six

If the alleged grievance is not settled at Level Five, the matter may be referred to arbitration. Either party may refer the matter to arbitration, provided that notice to refer the matter is given to the other party within five (5) working days from the date of the Board of Education's written decision at Level Five and the matter is appealed to the American Arbitration Association within twenty (20) working days from the Board's written decision at Level Five. The grievance will be submitted to arbitration under and in accordance with the rules of the American Arbitration Association. A member or group of members shall not be authorized to process a grievance to Level Six without the consent of the Union.

The arbitrator shall hear the grievance I dispute and shall render his/her decision within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration. The arbitrator shall confine his/her decision to the particular case submitted to him/her. 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.

The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of the Agreement. The arbitrator shall not render any decision, which would require or permit an action in violation of the Michigan School Laws.

The arbitrator's fee and expenses shall be shared equally by the Board of Education and the Union. The expenses and compensation of any non-member witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

All time limits stated above may be extended by mutual consent of both parties, said consent to be in writing.

**C. Miscellaneous Conditions**

1. Grievances filed as Union grievances may, at the option of the Union, be initiated at Level 3 of the Grievance Procedure. Such grievances shall be filed within ten (10) days after the occurrence of the event which gave rise to the alleged grievance. Union grievances filed at Level 3 shall include:
  - a. Grievances that affect more than one member; or
  - b. A group of members; or
  - c. Members in different buildings.

Union grievances which affect individual members will be filed at Level 1.

2. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. However, in the case of arbitration, the arbitrator's decision will be binding. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
3. For the purpose of assisting a bargaining unit member or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Board shall permit a Union representative access to and the right to inspect and acquire copies of personnel files, with the consent of the individual whose file is requested, and any other files or records of the Board which pertain to an affected bargaining unit member or any issue in question in the proceedings. In no event shall the district be required, except by court order, to disclose information which is subject to claims of privacy, or otherwise exempt from disclosure under the provisions of the Freedom of Information Act or other applicable laws. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

4. Only the Union, and not an individual employee, may submit a grievance to arbitration.
5. The arbitrator shall have no power to rule on termination of services of a probationary employee, and the union shall not file or process any such grievance.
6. In the event the Employer does not meet on or answer a grievance within the time limits, the grievance will be deemed to be denied and the Union may move the grievance to the next Level in the grievance procedure. Failure to move the grievance by giving written notice to the Employer within the time limits set forth in this Article shall result in the involved grievance being deemed abandoned and settled on the basis of the Employer's last answer.
7. Nothing contained within this agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

#### **ARTICLE VIII** **PROBATIONARY EMPLOYEES**

1. All new employees, whether full-time or part-time, hired by the District shall be required to serve a probationary period of not less than 60 days herein. The School District and Association may agree to extend the probation for a period of up to an additional ninety (90) days.
2. The probationary period shall be uninterrupted by any type of service break, and any absences of the employee shall be made up before the probationary period is deemed to be complete.
3. During the probationary period, the employee's services may be terminated at any time by the School District in its sole discretion and neither the employee so terminated nor the union shall have recourse to the grievance procedure over such termination.
4. During the probationary period an employee shall not be eligible for employee benefits unless expressly provided in this Agreement. After the employee has successfully completed the probationary period of employment, such employee shall become a Full Time or Part Time employee and seniority shall start as provided herein. Seniority shall start on the employee's first day of work, once Board approved.

**ARTICLE IX**  
**SENIORITY**

1. Seniority shall be defined as a length of service within the District as a member of the bargaining unit subject to the probationary period. A paid holiday shall be counted as the first paid working day in applicable situations. In the event that more than one (1) individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots. There shall be two (2) kinds of seniority:
  - A. Active Seniority shall be defined as the amount of time accrued since the last hiring date for the employee's current classification as a secretarial or food service employee.
  - B. Inactive seniority is defined as the amount of time accrued since the last hiring date of the employee's previous classification as a secretarial or food service employee. Inactive seniority only counts for layoff and recall.
2. Employees who work in more than one classification at a time may only gain seniority in the classification of their choice.
3. At no time shall seniority be transferred from one classification to another. However, sick leave and vacation time do transfer and are paid at the current wage.
4. The Board shall prepare, maintain, and post the seniority lists for all the classifications listed in the Recognition Clause of this Agreement. The initial seniority lists shall be posted conspicuously on a designated bulletin board within thirty (30) days after the effective date of this Agreement with revisions and updates to be posted semi-annually thereafter. A copy of the seniority lists and subsequent revisions shall be furnished to the Union. Any employee objecting to the seniority list shall do so within fifteen (15) days of the posting. Thereafter, the list shall be final and conclusive.
5. Seniority shall be lost by a bargaining unit member upon termination, resignation, a transfer to a non-bargaining unit position, or when the employee is laid off for a period in excess of his/her seniority or three (3) years, whichever is less.

**ARTICLE X**  
**DISCIPLINE OF EMPLOYEES**

- A. No employee shall be disciplined nor any non-probationary employee discharged without reasonable and just cause. The employer will utilize a progressive disciplinary policy that could ultimately lead to dismissal, said policy to be the following:

1. Oral Warning (with written documentation to the employee within 48 hours of the oral warning)
2. Written Reprimand
3. One (1) day suspension without pay
4. Three (3) days suspension without pay
5. Discharge

The parties recognize that when implementing progressive discipline, some acts of misbehavior are so repugnant as to require severe disciplinary measures for first offenses. The parties also recognize that some offenses are minor as to never merit severe measures.

- B. Grievances concerning the discipline of a probationary employee will not be processed to arbitration, it being the specific intention of the parties that the arbitration clause shall not apply. However, without limiting the general nature of the foregoing, probationary employees shall be permitted to arbitrate issues relative to the payment of compensation, both salary and benefits, to an equal extent to other employees.
- C. All employees shall be disciplined in private. In addition, the employee shall have the right to union representation.
- D. In the case of dismissal, demotion, discharge or suspension of an employee, the Union President shall be advised of the reason(s) for dismissal, discharge, or suspension as soon as reasonably possible. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Causes which may be deemed appropriate and sufficient for suspension, demotion, dismissal or other appropriate disciplinary action include, but are not limited to, the following:
  1. Unauthorized or excessive absence without good reason from work.
  2. Commitment or conviction of a criminal act.
  3. Disorderly or immoral conduct.
  4. Incompetency or inefficiency.
  5. Insubordination.
  6. Bringing intoxicants into or consuming intoxicants on any school property.
  7. Reporting to work under the influence of intoxicants to any degree whatsoever.
  8. Neglect of duty.
  9. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment.
  10. Violation of any lawful regulation or order made by a supervisor.
  11. Willful violation of any of the provisions of this Agreement.
  12. Deliberate falsification of records or reports.



- E. The School District retains the right to establish and promulgate work rules which spell out standards of expected employee conduct so long as they are not inconsistent with the terms of this Agreement. Work rules shall be submitted to the Association prior to their formal adoption. The Association shall have the right to comment on the proposed rule, offer alternatives, or otherwise have input into the content, application, and administration of the rule.
- F. The School District will give notice of newly promulgated work rules to employees and the Association, in a manner which can be reasonably expected to place all employees on notice of the conduct which is prohibited thereby.
- G. Grievances protesting discipline or discharge must be filed within five (5) days after the action was taken and failure to abide by such time limit shall be construed as a waiver by both the Association and the employee or employees involved in any protest of the action. Such grievances shall be initiated at Step 3 of the Grievance Procedure set forth in Article VII.
- H. Disciplinary citations in employees' personnel files, including written references to employees' verbal warnings, will be removed after two (2) years, provided that alleged offenses have not been repeated during the two year period.
- I. Each employee shall have the right to review his/her personnel file, with Association representation, if requested. The District will have a reasonable time to respond to a request under this paragraph.
- J. The employee shall sign all materials to be included in his/her personnel file. Such signing does not indicate agreement, however. The employee shall have the right to include a rebuttal to any material he/she chooses to amplify or clarify. The employee shall have ten (10) working days to sign and attach his/her rebuttal.

## **ARTICLE XI** **VACANCIES AND NEW POSITIONS**

### **A. Definition**

The term vacancy means a position caused by an employee resigning, retiring, dying, transferring, being discharged, or by the creation of a new position in the bargaining unit. An extended leave of more than one (1) year shall be considered a vacancy.

### **B. Posting**

The employer agrees to post notice of all vacancies in conspicuous places (cafeteria and office bulletin boards in all buildings) within five (5) working days of the creation of the vacancy for a period of five (5) working days, setting forth the requirements for

the position in the posting. Employees will be notified as to the successful bidder for the position within five (5) working days from the close of the posting. During the summer, the posting period shall be extended to ten (10) working days. Postings shall contain the following:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Number of daily or weekly hours to be worked.
6. Classification
7. Minimum requirements/qualifications.
8. Condition of Employment

When Management exercises its right to test candidate(s) to determine qualifications, the results of the test will be based upon meeting the minimum score as set by the District. If a candidate passes the test, the candidate shall be deemed to be qualified as to the area tested. The position will be filled pursuant to Article XI, D below.

- C. Employees who wish to fill the vacant position must indicate in writing their wishes to fill the position. This written notice must be given to the Superintendent within the posting period.
- D. Filling of vacancies within each bargaining unit classification shall be subject to the following:
  1. For non-lateral moves, the employee meets the requirements/qualifications of the job as published on the job description, which will be determined by passing scores on required tests and interview.
  2. The most senior applicant meeting the qualifications will be awarded the job.
  3. Lateral moves will not be tested except where the move is to a position requiring different skills and qualifications. Lateral shall be defined as any move within the same classification.
- E. If a vacancy occurs while there are employees on some type of leave, said leave being sixty (60) days or less, the position shall be posted and those on leave shall be notified of such vacancy by certified mail through the Superintendent's Office. The employee shall keep the Administration Office apprised of his/her address. Failure to keep the administration office apprised of his/her address shall relieve the District of any liability under this article and shall preclude the filing of a grievance.
- F. Order of filling positions: vacancies will be filled in the order below. The Board shall fill the vacancy with the top substitute until the vacancy has been filled as per this article.

1. Actively working senior employees within each classification.
  2. The most senior laid off employees who hold active seniority within that classification.
  3. All other employees within the bargaining unit.
  4. Laid off employees who hold inactive seniority within that classification.
  5. Persons from outside the bargaining unit.
- G. Employees who are successful bidders will transfer their accumulated sick leave and vacation time to their new positions on a pro rata basis based on the ratio of the number of hours per day worked in the prior position to the number of hours per day worked in the new position.
- H. The President of the Association shall be sent copies of all postings.
- I. If a probationary employee does not accept or is not awarded the new job he/she is training for, then the position will be reposted.
- J. If a job increases more than thirty (30) minutes or by a pay increase over the original posting, it will be reposted as a vacancy.
- K. Training and testing for Vacancies – Training will be offered a minimum of one (1) time per year. The Training shall be directly related to any testing used in determining qualifications for vacancies as posted in the job description.

## **ARTICLE XII** **LAYOFF AND RECALL**

1. Layoff shall be defined as a necessary reduction in the work force. Layoff shall be based on seniority within classifications.
2. Employees shall be given notice of layoff as soon as possible prior to effecting such reduction. Every effort will be given to provide a minimum of ten (10) days prior notice.
3. Recall shall be made in inverse order of layoff.
4. Employees whose positions have been eliminated due to a reduction in the work force, who have had their hours reduced by fifteen (15) minutes, or who have been affected by a layoff or elimination of positions, shall have the right to assume a position within their classification for which they are qualified. The employee will first bump the least senior bargaining unit members in their classification. If no position is found, he/she goes on layoff.

5. Notices of recall shall be sent by certified mail to the employee's last known address. It shall be the duty of the employee to notify the School District of any change of address and current phone number. Failure to keep the School District apprised of his/her address shall relieve the District of any liability under this Article and shall preclude the filing of a grievance. A recalled employee shall give notice of his/her intent to return to work within five (5) work days or the employee's employment shall be terminated.
6. The employee may reject recall to any position that is not comparable to the position from which she/he was laid off without adverse effect on recall rights, in accordance with Article IX, Paragraph 5.
6. Recall will be limited to three (3) years providing an employee is on layoff and has not been offered recall to a job she/he is qualified.

### **ARTICLE XIII** **UNPAID LEAVES**

#### A. Leaves of Absence

A leave of absence without pay or benefits up to one (1) year in duration may be granted upon written request from a bargaining unit member. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave.

It shall be the responsibility of the employee to notify the Board of Education of his or her intention to return to work upon completion of the leave. Notice shall be given by the employee, to the Board of Education, not less than sixty (60) days prior to the date the leave is to expire. Failure to give such notice, absent good cause, shall be deemed an abandonment of employment and the individual's employment with the district shall be terminated forthwith.

#### B. Unpaid Leaves of Absence may be taken for the following purposes:

1. General Leave of Absence - An employee requesting a leave of absence can make application for a general leave of absence for a period of one (1) year. Such leave shall be subject to extension for an additional period of one (1) year, upon approval by the Board of Education.
2. Personal Illness or Disability - A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application, be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year upon written request of the bargaining unit member.

3. Military Leave - A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military service in any branch of the Armed Services of the United States, including the National Guard or Reserve unit. Such leave shall be treated as all other leaves by the school district, and the district shall comply with all Federal and State regulations concerning veteran's preferencing.
4. Public Service - A leave of absence, not to exceed four (4) years, shall be granted to any bargaining unit member upon application for the purpose of campaigning for, or serving in, a public office or union office.
5. Child Care Leave - Any employee in this bargaining unit may request a leave of absence of up to one (1) calendar year for child care purposes. Application shall be made at least thirty (30) days prior to the anticipated commencement of such leave. The application shall include sufficient information to allow the district to determine that the child care leave is justified, the anticipated date of commencement of the leave and the anticipated date of return. Approval of the Board must be obtained prior to commencement of the leave. The employee shall be returned to his/her original position upon return from the leave of absence.
6. Disability Leave - Any employee who can anticipate a prolonged disability shall be eligible for an unpaid leave of absence for up to one (1) year. Such leave shall be subject to extension for an additional period of one (1) year, upon approval of the Board of Education.

Family and Medical Leave Act - It is the policy of the School District to comply with the provisions of the Family and Medical Leave Act of 1993. Under the Act, employees are entitled to up to twelve (12) weeks of unpaid leave of absence for certain family and medical reasons, if the employee has worked for at least one (1) year and has worked at least 1,250 hours over the past twelve (12) months.

In the event that paid leave is available to the employee, the employee may be required to substitute paid leave for the unpaid leave, in certain circumstances.

Notice of the leave and medical certification should be given at least thirty (30) days prior to the taking of the leave, where the circumstances are foreseeable. Where the leave is not foreseeable, notice should be given as soon as practicable under the circumstances. Medical treatment should be scheduled so as not to unduly disrupt the employer's operation subject to the approval of the health care provider.

The employee will be returned to his/her respective original position, or an equivalent position, upon return from an FMLA leave.

**ARTICLE XIV**  
**PAID LEAVES**

- A. **Business Days**: Two (2) personal business days are allowed per year for the purpose of conducting business which cannot be normally carried on after working hours or on Saturday. These days shall be noncumulative. Request for personal business days shall be made at least twenty-four (24) hours in advance of the time to be used, when at all possible, and must be approved by the immediate supervisor. Any personal business day which is not used during the school year shall be applied to the accumulated sick leave at the end of the school year.
  
- B. **Jury Duty**: Any bargaining unit member called for jury duty, or who is subpoenaed to testify during working hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid his/her full compensation for such time less the amount received for jury duty. This provision shall not apply if the employee is a party to the litigation or arbitration.
  
- C. **Funeral/Bereavement Leave**: The bargaining unit member shall be granted a maximum of five (5) consecutive days paid leave per event for immediate family members. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, grandparents, children, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents-in-law, step related family members, or permanent residents of the employee's household. Unused funeral/bereavement leave shall not be cumulative. Five (5) additional days with pay may be granted for travel or personal business by the Superintendent at his/her discretion. An employee may submit a request to the Superintendent for one (1) day paid funeral leave due to the death of an individual whose relation with the present employee warrants such attendance. If such request is granted, the day shall be deducted from any accrued personal business days or sick leave days. Requests for Bereavement Leave shall be made through the immediate supervisor.
  
- D. **Sick Leave**: At the beginning of each school or contract year, whichever is first, sick leave will be allotted as follows on July 1 of each year:

Full Time Employee	11 days
Part Time Employee	9 days

Employees who work more or less days than their normal work year shall have their sick leave prorated to the nearest half day, based on months or portions of months worked. No sick time shall be accumulated while on an unpaid leave. All employees shall accumulate one hundred eighty (180) days. The actual number of hours used as sick days will be tallied throughout the year and employees can check their accumulations via the Employee Access Center.

The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

1. Personal Illness or Disability: A bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery, by way of example but not by way of limitation.
2. Illness in the Immediate Family: A bargaining unit member may use all or any portion of his/her leave for serious illness in the immediate family sick leave which requires the employee's presence.
3. FMLA Compliance: The Board of Education agrees that it will comply with the provisions of the FMLA relative to Family Related Medical Leave. The Union recognizes that the District will require the substitution of paid leave for FMLA leave where permitted by law. The District will comply with the procedural requirements relative to applicable notifications.
4. Workers Compensation Leave: The difference between Workers Compensation and the employee's salary/wages shall be charged to the employee's accumulated sick leave.

#### E. Vacation

Employees working a minimum of 35 hours per week for 48 weeks will be entitled to the following paid vacation:

1. Full-Time employees:

a. Vacation Schedule for Full Time employees:

0-4 years District Experience	1 day/Month up to a maximum of 11/Year
5-8 years District Experience	1 1/4 Days/Month up to a maximum of 14/Year
9-13 years District Experience	1-1/2 Days/Month up to a maximum of 17/Year
14-18 years District Experience	1-3/4 Days/Month up to a maximum of 19/Year
19 or more years District Experience	2 Days/Month up to a maximum of 22/Year

- b. Full Time employees shall be allowed to take vacation days any during their 48 weeks and preferably when school isn't in session, subject to Management's approval.

- c. Administrative assistants shall be allowed to take vacation days any time during a twelve (12) month period, subject to management's approval.
2. Employees will give notification to the District as to desired vacation time as soon as possible.
3. Employees may only take the number of vacation days earned and accumulated unless more are approved by the Superintendent.
4. Vacation days must be used during the year they are posted, carrying over one (1) month's earned vacation time.

F. **Holidays**

Employees working a minimum of 35 hours per week will be entitled to the following paid holidays:

New Year's Eve Day  
 New Year's Day  
 Memorial Day (If working during this summer period)-  
 July Fourth (If working during this summer period)  
 Labor Day (If working during this summer period)  
 Good Friday  
 Thanksgiving Day  
 Day following Thanksgiving Day  
 Christmas Eve Day  
 Christmas Day  
 Day after Christmas  
 President's Day  
 Martin Luther King Day

If a holiday falls on a weekend day, the holiday will be observed either the Friday before or the Monday after the holiday.

***\*If a school day with student membership is scheduled to be worked on any authorized holiday, employees shall be expected to work and be paid at their regular pay. The contractual holiday shall be observed at a later date at the discretion of the employee with administration approval.***

- G. **Inclement Weather**: Employees shall not be required to report for work when school is canceled due to inclement weather. All employees shall be paid for the first two (2) inclement weather days (grace days in the School Aid Act). For other inclement weather days, employees will be paid for make-up days. Employees who are requested to report for work or to stay at work when a school or other facility is closed under this provision for emergency reasons shall be compensated at their



regular hourly rate of pay. Employees may not use a sick day or business day on inclement weather days, unless otherwise approved by the Superintendent.

## ARTICLE XV INSURANCE COVERAGE

Employees covered by this agreement shall be entitled to receive insurance benefits in accordance with the terms and conditions of this article.

1. All coverage shall be administered pursuant to the rules and regulations of the underwriter. Coverage shall become effective after the insurance company notifies the employee of his/her acceptance into the plan. The district retains the right to be the policyholder of any coverage and to bid out insurance.
2. It shall be the responsibility of the employee to report to the business office all additions/deletions of dependents or changes in coverage status within thirty (30) days of the occurrence. Failure to comply will excuse the employer from any failure to provide coverage required by this agreement to the extent that loss resulted from the employee's failure to properly notify the district of relevant information and will compel the employee to make whole the employer for any cost sustained.
3. At least annually, the employees will disclose any other health care coverage under which the employee, their spouse or dependents are covered so that the district may be assured that claims are processed in the proper order and that its claim history is not distorted.
4. All insurance programs outlined in this article shall run from July 1st through June 30th of each year, except for individuals who resign their positions prior to June 30th, or go on any leave which does not call for the continuation of insurance benefits. These individuals shall have their insurance terminated at the end of the month they terminate or go on leave subject to the provisions of COBRA (Comprehensive Omnibus Budget Reconciliation Act). Provisions of this paragraph, relating to health insurance shall be continued to the extent permitted by the insurance carriers.
5. Family dependent coverage is limited to spouse and children under the age of twenty-six (26) years of age if single, living with parents and claimed as a dependent on the employee's 1040 tax return.
6. All employees covered by this agreement who are paid for 35 hours per week or more will be entitled to full family insurance benefits for the entire year. Insurance benefits are as follows:

MESSA Choices II health insurance and a \$10/20 prescription card, or equivalent  
Delta Dental 75/50/50 MBL \$1000, or equivalent  
VSP III vision, or equivalent  
\$20,000 Term life w/AD&D  
Single employees shall pay \$100 deductible and families shall pay \$200 deductible towards their health benefits

Office co-pay of \$10  
COB (Coordination of Benefits)

OR

The employee who is eligible for full family insurance benefits and elects not to take health insurance offered by the district, she/he shall be entitled to four hundred dollars (\$400.00) per month.

OR

Employees will be entitled to Pak B insurance at no cost to the employee.

7. All employees covered by this agreement who are paid for 30-34 hours per week will be entitled to single family insurance benefits for the entire year. Insurance benefits are as follows:

Single Coverage MESSA Choices II health insurance and a \$10/20 prescription card, or equivalent  
Single Coverage Delta Dental 50/50, no ortho, or equivalent  
Up to full family VSP II vision, or equivalent  
\$10,000 Term life w/AD&D  
Single employees shall pay \$100 deductible and families shall pay \$200 deductible towards their health benefits  
Office co-pay of \$10  
COB (Coordination of Benefits)

OR

The employee who is eligible for single family insurance benefits and elects not to take health insurance offered by the district, she/he shall be entitled to two hundred dollars (\$200) per month.

OR

Employees will be entitled to Pak B insurance at no cost to the employee.

- 8 .All employees covered by this Agreement working less than 30 hours per week will qualify for the following benefits:

\$10,000 Term life w/AD&D  
VSP-II vision up to full family coverage, or equivalent

**ARTICLE XVI**  
**EVALUATION OF PERSONNEL**

1. The School District shall have the right to evaluate all personnel in the performance of the respective duties and responsibilities of the positions they hold as defined by the job description for each respective position. The purpose of the evaluation instrument shall be to assess the relative strengths and weakness, and areas of performance in need of improvement.
2. The administration shall prepare a proposed evaluation instrument. The proposed evaluation instrument shall be submitted to the Association not later than October 1st. This requirement shall be waived on any given year in which the evaluation instrument is not modified. The Association shall have thirty (30) days within which to suggest changes, modifications or alterations, including the right to submit an entirely different instrument. Any dispute concerning the instrument shall be the subject of a special conference between the School District and the Association. The final decision relative to the contents of the evaluation instrument shall be in the discretion of the School District, subject to the grievance procedure provided for herein.
3. The evaluation shall be based upon formal and informal observations with the employee, as well as material events, occurrences, and activities within the knowledge of the evaluator, or which can be substantiated by substantial evidence. A formal observation shall be one for which the employee is afforded forty-eight (48) hours notice, and an informal observation is one which occurs with less or no notice whatsoever. The evaluation will be done by the immediate supervisor of the employee.

The completed evaluation shall be delivered to the employee within Ten (10) days period after completion of the observations. All evaluations shall be placed and retained in the employee's personnel file.

The evaluation shall be presented to the employee at a conference which will be held with his/her immediate supervisor. Both the immediate supervisor and the employee shall be required to sign the evaluation. The employee's signature is to be construed as an acknowledgment that he/she received a copy of the evaluation and not as an agreement with its contents.

If the employee disagrees with the contents of the evaluation, he/she shall have the right to submit a written statement commenting on the evaluation. The employee's response shall be limited to four (4) pages of standard size paper.

4. In the event that an employee is given an unsatisfactory evaluation, the School District shall inform the employee of the alleged deficiencies and what needs to be done to improve, in writing. In such cases, the appropriate administrator shall prepare an individual development plan in cooperation with the employee, the Association and the administration. The Employee shall be afforded a reasonable time to improve.

However, the responsibility for improvement within a reasonable time rests with the employee.

The period of time will relate and be directly proportional to the seriousness of the deficiency.

5. It shall be the responsibility of the immediate supervisor of an employee subject to an individual development plan, to evaluate the employee twice during the next six (6) month period following the issuance of the IDP. The evaluation shall address and assess the performance of the employee relative to the areas of alleged deficiency specified in the IDP, and shall recommend to the employee and the Board of Education any action deemed appropriate.

## **ARTICLE XVII** **NEGOTIATIONS PROCEDURE**

- A. Sixty days (60) prior to the end of the contract term, either party shall have the right to re-open the contract by submitting a demand in writing to the opposing party, specify the articles and sections of the contract which are proposed to be altered, and specifying the changes sought. When negotiations are conducted during regular school hours, release time shall be provided for the Union's Negotiating Committee.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and consider proposals.
- C. Board policies and work rules adopted after the date of this agreement shall be distributed to the membership by supplying a copy of the policy or work rule to the Union and posting a copy on each Union bulletin board. Compliance with this provision shall be sufficient notice to the unit and its members of the policy or work rule. Such posting shall occur within thirty (30) days of the adoption of the policy or work rule.
- D. The Union and the School District shall have the right to call a special conference to discuss matters of mutual concern when such need arises. Requests for special conference shall be in writing and shall specify the purposes of the meeting and contain a proposed agenda. The superintendent of schools shall schedule the meeting within five (5) working days of receiving the request.

## **ARTICLE XVIII** **COMPENSATION**

- A. Full-time and Part Time employees shall be paid every two (2) weeks and shall be accorded the wages, benefits and vacation delineated in this Agreement. Full Time

and Part Time employees who work longer than their contract year shall earn applicable pro-rated vacation, sick and holiday compensation.

- B. All employees leaving the employment of the District after at least ten years of service shall be paid at the rate of Ten Dollars (\$10.00) per day for their unused accumulated sick leave days not to exceed one hundred fifteen (115) days. In the event of the employee's death their remaining unused sick days will be paid to their beneficiary(s).
- C. All employees shall receive overtime for hours worked in excess of forty (40) hours per week. Food service employees shall be paid at one and one-half (1-1/2) hours for each hour worked at banquets.
- D. If a paycheck error occurs because of management or computer error, a check will be written for the difference within two (2) working days from the time management is notified of such error.
- E. If an employee is absent from work and a substitute is needed, that member's job will first be offered to other bargaining unit members by classification (if that person is working less hours) on the basis of seniority. In the event the position still is not filled, a substitute may be called. If an employee has to do another employee's work, that employee shall be compensated at the higher of the two (2) pay rates, either his/hers or the absent employee's.

#### **ARTICLE XIX** **SEVERABILITY**

- A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be 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.
- B. It is further agreed that within a reasonable time of any demand to negotiate, the Board and Union will commence negotiations to reach a new Agreement concerning the subject matter of the provision determined to be contrary to law.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be directly contradictory to explicit provisions of this Agreement.

#### **ARTICLE XX** **WAIVER**

The parties agree that during negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation,

the right and opportunity to make demands and proposals or counter-proposals with respect to any matter not reserved by law or from compromise through bargaining and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth in this Agreement. The parties agree, therefore, that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to in this Agreement or not, even though such subject or matter may not have been in the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. During the term of this Agreement, these provisions and the conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

All conditions of employment in effect covering employees in this bargaining unit established in Article II Recognition of this Agreement prior to and at the time of this Agreement, which are inconsistent with the terms of this Agreement are null and void and of no further force or effect. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules and regulations on all matters covered in this Agreement.

**ARTICLE XXI**  
**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2010, and shall continue in effect until the 30th day of June, 2013.

WITNESSETH:

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their representatives on the 6<sup>th</sup> day of June, 2011.

**Representatives FOR THE UNION**

Scarlette Phillips  
President

Peggy J. Robinson  
Bargaining Team Member

Sammy Bell  
Bargaining Team Member

Chris Duxat  
Uniserv Director & Chief Spokesperson

**Representatives FOR THE BOARD**

Andrea Dobb  
President

Reginald R. Clark  
Secretary

Dawn A. Drewyer  
Superintendent

**SCHEDULE A  
SALARY SCHEDULE**

**ACCOUNTING ASSISTANT**

2010-2011	\$17.51
2011-2012	TBD
2012-2013	TBD

**STUDENT SERVICES**

2010-2011	\$17.30
2011-2012	TBD
2012-2013	TBD

**SUPPORT SERVICES**

2010-2011	\$17.04
2011-2012	TBD
2012-2013	TBD



**SCHEDULE B  
FOOD SERVICE SALARY SCHEDULE**

	2010-11	2011-12	2012-13
Head Cook			
1	12.66	TBD	TBD
2	12.88	TBD	TBD
3	13.08	TBD	TBD
4	13.20	TBD	TBD

Head Cashier/ Baker/ Asst. Head Cook			
1	11.60	TBD	TBD
2	11.82	TBD	TBD
3	12.02	TBD	TBD
4	12.14	TBD	TBD

Cook/ Asst. Cashier			
1	11.37	TBD	TBD
2	11.59	TBD	TBD
3	11.79	TBD	TBD
4	11.91	TBD	TBD

Wage increases will take effect beginning the 2011-2012 school year.

Each employee (hours worked per day>6) will be provided a one-time payment of \$500 "off-scale", each employee (3<hours worked per day<6) will be provided a one-time payment of \$400, and each employee (hours worked per day<3) will be provided a one-time payment of \$300.

### **WAGE AND HEALTH BENEFITS REOPENER**

**There will be a wage and health benefits reopener for the 2011-12 school year and the 2012-2013 school year for economic reasons and an allowance for both the Union and the District the ability to propose no more than five (5) contract language changes.**

All Memorandums of Understanding signed prior to May 1<sup>st</sup>, 2011 are to be considered null and void.