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6/30/98

NORTHVIEW PUBLIC SCHOOLS

EMPLOYMENT REGULATIONS

NORTHVIEW SCHOOL SECRETARIAL ASSOCIATION

JULY 1, 1996 - JUNE 30, 1998

*Northview Public Schools*

NORTHVIEW PUBLIC SCHOOLS  
NORTHVIEW EDUCATION SCHOOL SECRETARIAL ASSOCIATION

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## **AGREEMENT**

This Agreement made and entered into this 12th day December, 1996, by and between the Board of Education of Northview Public Schools and the Northview Education Secretaries Association.

## **WITNESSETH**

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

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

### **ARTICLE I**

#### **RECOGNITION**

The Board hereby recognizes the Association as the exclusive bargaining representative for all Education School Secretaries as defined in Supplemental A, but excluding all other employees.

### **ARTICLE II**

#### **EMPLOYEE RIGHTS**

**Section 1.** Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful activities for mutual aid and protection. The Board agrees and undertakes that it will not directly or indirectly discourage or deprive or coerce an employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan; and it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of her/his membership in the Association, her/his participation in any lawful activities of the said Association or collective negotiations with the Board of her/his institution of any grievance complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

**Section 2.** The Association and its members shall have the right to use school buildings and facilities at all reasonable hours for meetings. With the approval of the Assistant Superintendent one

meeting of up to two (2) hours may be held between the hours of 8:00 a.m. and 4:00 p.m. provided it is not a day of student instruction. Local telephone and mail service shall be made available to the Association and its members.

### ARTICLE III

#### BOARD RIGHTS

The Board of Education, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative control of the school system and its employees, properties and facilities.
- (b) To hire all employees and subject to the provisions of law to determine their qualifications, the conditions of their dismissal or demotion, and to promote and transfer all such employees.
- (c) The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of good judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms of this Agreement thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### ARTICLE IV

#### SENIORITY

**Section 1.** Seniority shall be defined as length of continuous service in the employee of the School Board commencing with the date of last hire.

Part-time employees will be given prorated seniority status at the rate of one-half (1/2) year experience for each year of employment.

During the probation period, as described below, employees will have no seniority status. At the end of the probationary period

each employee will be entered on the seniority list as of the date of last hire.

**Section 2. Probationary Period.**

- a. A new employee hired to fill a vacancy, other than that of a temporary nature, shall have a status of a probationary employee for sixty (60) calendar days. Employment during the probationary period shall be on a day-to-day basis with no paid holidays or sick leave, should they fall during the probationary period.
- b. Probationary employees may be terminated with or without cause. When a probationary employee has been terminated without cause she/he should be given five (5) days notice and have been under qualified training and close supervision.
- c. After an employee has completed the probationary period of employment and has proven to be satisfactory, the employee will be given the status of a regular employee. Retroactive payment will be made for any sick leave as provided under Article IX and holidays provided under Article XIII.

**Section 3.** In all promotions to positions within the secretarial and clerical group, as well as in all layoffs, recalls, and newly created positions, the seniority of employees within this group shall be considered along with skill and ability of the employees concerned. Provided the skill and ability of the employees are relatively equal, seniority shall govern.

**Section 4.** Seniority of an employee shall automatically terminate if she/he voluntarily quits; is discharged for just cause; or she/he fails to report after a leave of absence.

**Section 5.** Notice of vacancies shall be posted in each building. No vacancy shall be filled until it has been posted for at least five (5) working days. If openings occur in the summer when secretaries are not in the building, the notice will be mailed to each secretary at their home.

**Section 6.** The Board shall provide to the Association, a chronological seniority list, up-to-date during April of each year.

**Section 7.** Upon employment, each secretary in the Association shall be provided a written job description for the work she/he is expected to perform.

## ARTICLE V

### CONDITIONS OF EMPLOYMENT

#### Health

**Section 1.** Each new employee before taking up her/his duties for the school district must have on file a health certificate indicating the individual's physical fitness for her/his duties signed by a licensed doctor of medicine, or can be required to submit to a physical examination by a Board appointed physician with the cost assumed by the Board of Education.

Employment of any position shall be contingent upon fulfilling the above stated indication of physical fitness.

**Section 2.** All employees shall have on file at Central Office a copy of a tuberculin skin test and/or chest x-ray as required by State law prior to fifteen (15) days after the beginning of the school year - in the year that it is required.

**Section 3.** The Board will schedule the administering of the tuberculosis skin test in the District once every three (3) years and will pay the cost thereof. If an employee does not attend the above scheduled testing, it becomes their responsibility to comply with requirement in Section 2 above. The cost of a chest x-ray will be the employee's responsibility.

## ARTICLE VI

### EVALUATION

All employees shall receive a formal evaluation each year by their Administrator and/or Supervisor. Written evaluations are to be completed on or before April 30. The employee shall receive a copy of the written evaluation. A signed copy of the employee and Administrator and/or Supervisor shall be received by the Assistant Superintendent on or before May 2.

## ARTICLE VII

### RETIREMENT

**Section 1.** The Board of Education may require retirement of any employee whose physical or mental health, as determined by a qualified physician, makes it impossible for the employee to meet the normal obligations of her/his regular assignments. The expense of this medical examination shall be assumed by the Board

of Education.

**Section 2.** After ten (10) years of continuous employment a full-time employee who reaches the age of retirement to qualify for benefits under the Michigan Public School Retirement System and severs his/her employment with the Northview Public Schools, the Board shall pay the employee for each day of accumulated unused sick leave the following rate: **\$20.00 per day.**

## ARTICLE VIII

### HOURS OF WORK

**Section 1.** The work week shall be deemed to start on Monday. Daily and weekly schedules are maintained as uniformly as possible; however, work hours cannot be guaranteed.

**Section 2. Premium Pay.** Time and one-half the regular hourly rate will be paid for all hours in excess of 40 hours per week. All overtime must be approved in advance by the Assistant Superintendent. An employee may elect to accumulate overtime hours and receive compensatory time off at a later date subject to terms and conditions developed by the Board. The regular hourly rate shall be the rate computed from the salary schedule provided herein.

**Section 3. Call In and Reporting Pay.** An employee scheduled to report to work and who reports for work without having been previously notified of a change in scheduling is entitled to four (4) hours work with pay thereof or four (4) hours pay in lieu thereof if no work is available. If work is available, the employee must perform the work assigned.

This section shall not apply if the employee was absent from work on the previous scheduled work day for the school, or if the unavailability of work is due to machinery breakdown, power failure, fire, extreme weather conditions, or some other cause beyond the control of the Board.

Whenever an employee is called in for emergency work, she/he shall receive the rate applicable, or two (2) hours at her/his regular rate, whichever is higher.

**Section 4. Full-time, School-year, Regular Part-time and Part-time Employees.**

- a. **Full-time:** Employees working six (6) hours or more per day for forty-eight (48) weeks or more per year.
- b. **School year:** Employees working six (6) hours or more

per day and at least a school year or more, but less than forty-eight (48) weeks.

- c. **Regular Part-time:** Year round or school year employees in the categories above working on a regular basis, but less than six (6) hours per day.
- d. **Part-time:** An employee other than the above categories.

**Section 5. Inclement Weather.**

Secretaries will be paid when school is canceled for snow day(s) or other "Acts of God" unless the day(s) are required to be rescheduled to meet the State requirement for total instruction days.

**ARTICLE IX**

**LEAVES WITH PAY**

**Section 1. Illness.** An employee absent from duty on account of personal illness shall be paid her/his full salary for the period of absence, not to exceed one (1) day per month or a total of ten (10) days in any one year, except where additional time has been accumulated. Illness of a member of the immediate family shall not exceed five (5) days in any given school year.

Each employee shall have placed to her/his credit ten (10) days of sick leave each year and the maximum number of days so accumulated will be one hundred twenty (120).

Employees shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties.

An employee who desires to use a sick leave day must notify the appropriate administrator as soon as possible that she/he will be absent and in no case later than 7:00 a.m. on the day of absence.

If an employee is unable to complete a school year and who has previously used more of the sick leave days attributable to that year than she/he would have accrued at the rate of one day per full month of service, shall have the value of such excess days used deducted from her/his last pay check.

**Section 2. Personal Business.** Two (2) days absence for personal or business reasons may be granted during the year without loss of salary after the probationary period has been attained. Any days not used will be added to sick leave subject only to maximum



accumulation in Section 1. All personal business days must be approved by the Assistant Superintendent.

An applicant for a business day is required to state the reason for such absence. Such requests shall be made at least five (5) working days in advance, except in the case of an emergency. These days may not be used immediately before or following a holiday or vacation, or the first or last day of the school year, except by express approval of the Assistant Superintendent or his designated representative. The purpose of personal leave days shall be subject to advance verification by the Administration.

Personal leave days cover such areas as the following:

- a. Religious observance by an employee;
- b. death of a close friend or relative not covered by death in the family;
- c. moving;
- d. medical or dental appointments when such appointment cannot be made at any other time.
- e. serious medical situations in the immediate family not covered by sick leave;
- f. legal business;
- g. matters of an emergency nature or situations approved by the Assistant Superintendent or designated representative.

**Section 3. Bereavement Leave.** Absence without loss of salary shall be allowed according to the following schedule:

Death of parent, parents-in-law, spouse, child, sister, brother - up to five (5) workdays.

Death of other member of the immediate family of employee's spouse - up to two (2) workdays.

Death of other relative or friend - up to one (1) workday.

The first five (5) days will not be charged to sick leave. Any days absent in excess of five days will be charged to annual or accumulated sick leave. If sick leave is not available any approved days off will be without pay.

**Section 4. Jury Duty.** The Board will pay the difference between regular compensation lost and jury duty pay received from the court by an employee required to serve as a juror during regularly assigned working time.

**Section 5. Other.** Any absence for reasons other than the above, must be discussed in advance with the Assistant Superintendent,

or her/his representative. Cases not specifically defined in these policies will be handled on an individual basis.

**Section 6.** All leaves are considered as time off for the reasons stated and necessary for the protection of the employee. Any employee who willfully violates or misuses this policy or who misrepresents any statements or conditions under this policy shall forfeit all pay for this stated period and any further rights under this policy unless reinstated in good standing by the Assistant Superintendent. The offense may constitute grounds for dismissal.

## ARTICLE X

### LEAVES OF ABSENCE

**Section 1.** Leaves of absence may be granted by the Board for good cause for a period of up to thirty (30) days, during which the employee shall continue to accumulate seniority.

**Section 2.** Leaves for sickness or injury of an employee may be granted upon receipt of written notice by the Board for periods of up to one (1) year. It is the obligation of the employee to keep the Board advised of her/his condition. Written notice for the resumption of duties should be made at least sixty (60) days prior to the date she/he wishes to return.

Employees requesting such leaves, or continuation of same, within reasonable limits may be required to present a supporting certificate of a physician. Except in compensation cases, an employee returning from such leaves may be required to pass a physical examination given by a doctor approved by the Board.

**Section 3.** Leaves of absences will not normally be granted for vacation periods and purposes or for the extension of school vacation periods or holidays.

**Section 4.** Leaves for child care shall, if required, be granted for a period of up to three (3) months beyond the termination of paid sick leave. Such leave may be extended at the sole discretion of the Board.

## ARTICLE XI

### CONVENTIONS

The Board encourages attendance by secretaries at certain conventions and institutes held throughout the year. Attendance which is required or approved in advance will not result in pay loss to the employee. The Board will adopt a rotation basis for

secretarial attendance when budget or work requirements limit the number of participants.

## ARTICLE XII

### WORKERS' COMPENSATION

**Section 1.** An employee injured on the job shall report such injury at once to the business office or said employee's immediate supervisor. All reports must be filed at the business office as soon as possible after the incident has occurred.

**Section 2.** An employee who is absent due to an injury and is eligible for Workers' Compensation benefits must elect to:

- (a) receive Workers' Compensation benefits,
- (OR)
- (b) receive sick leave payments.

If this option is selected the employee will be paid during the period of disability until their sick leave entitlement is exhausted.

After this period of time, the employee receives only the Workers' Compensation benefits and then becomes responsible for all personal commitments.

**Section 3.** An employee who qualifies for Workers' Compensation will be afforded medical care premium payments as specified in Article XVI, INSURANCE, through the end of the fiscal year in which the injury occurs.

## ARTICLE XIII

### HOLIDAYS

**Section 1.** The following conditions shall be met in order to obtain holidays with pay:

- a. On the date of the holiday the employee has been on the payroll for at least thirty (30) days.
- b. The employee has completed the last scheduled work day, for her/his classification, prior to the holiday unless same falls within a vacation period in which the employee is not required to work, and commence work at the scheduled time on the next regularly scheduled work day after the holiday.
- c. In the event an employee is unable to work the day before or after the holiday which is excused by the

Administration because of proven illness or injury, requirement two (2) shall not apply.

**Section 2.** Each full-time and school year secretarial employee will be entitled to holiday pay for each of the following holidays:

1. 4th of July - full-time employees only
2. Labor Day
3. Thanksgiving Day
4. Friday after Thanksgiving Day
5. Christmas Day
6. New Year's Day
7. Memorial Day
8. Floating Day - Can be used on any unpaid day when students and instructional staff are not scheduled.

#### ARTICLE XIV

#### VACATION

**Section 1.** Each full-time, school year, and regular part-time employee shall receive two weeks (10 working days) vacation pay after having been employed for one (1) school year of continuous service.

Employees are expected to take their earned vacation during Christmas and Spring vacations periods when the students are not in session. Full-time employees will receive one additional week (5 days) of paid vacation after five years of continuous employment.

**Section 2.** Employees working one (1) year or less of continuous employment shall receive prorated vacation days based upon the percentage of the work year employed.

Vacation benefits will be paid on the regular payday following the conclusion of the employee's school year assignment.

If an employee leaves the employ of the district, it is understood that an employee who has earned a vacation as provided in Section 1, shall be entitled to a vacation pay, prorated, regardless of the reason for leaving the district.

**Section 3.** Employees required or permitted to work during these specified vacation periods shall receive compensatory time off at a later date or a corresponding amount of straight time pay.

**Section 4.** Full-time employees may request vacation arrangements other than provided in Section 1, contingent upon the approval of

the Assistant Superintendent.

**Section 5.** An election to convert accumulated sick leave to vacation days shall be available, as follows:

- a. After 6 years of employment at Northview Public Schools, each full-time and school year employee shall have the option to convert up to 2 days of accumulated sick leave to the equivalent number of paid vacation days.
- b. After 12 years of employment at Northview Public Schools, each full-time and school year employee shall have the option to convert up to 2 additional days (for a total of 4 days, when combined with item a) of accumulated sick leave to the equivalent number of paid vacation days.

The election to convert days shall be requested in writing at the beginning of the school year. Election shall be submitted for approval to the employee's supervisor and the Assistant Superintendent for Business, or designee. The subsequent scheduling of the vacation days will require approval of the employee's supervisor.

#### **ARTICLE XV**

##### **GRIEVANCE PROCEDURE**

**Section 1.** It is mutually agreed and understood that should any grievance arise concerning any member of the Association or violations, misinterpretation or misapplication of any provision of this Agreement or any existing rule or policy or any grievance relating to wages, hours, terms or conditions of employment, may file a grievance in accordance with the following procedure:

**Section 2.** Grievance procedures that are to be followed before a written notice is sent to the Board of Education are as follows:

**Step 1.** Any employee with a complaint shall present it to her/his Supervisor and/or Principal, within (5) working days after the occurrence.

**Step 2.** If a satisfactory settlement cannot be reached, the employee will submit in writing the complaint to the President of the Association who in turn will confer with the Secretary of the Association to determine if a valid grievance exists, and if valid, the three members will discuss the problem with the Supervisor and/or the Principal. This must be completed by the fifth working day after the

complaint (Step 1) has been presented.

**Step 3.** If the complaint has not been satisfactorily settled at this point, a grievance will then exist at which time it will be submitted in writing to the Assistant Superintendent by the Grievance Committee for discussion and possible settlement. This must be completed by the fifth working day after Step 2 has been completed.

**Step 4.** In the event that a satisfactory settlement cannot be reached at this point, the Grievance Committee will meet with the Superintendent of Schools for discussion and possible settlement. This must be completed by the fifth working day after Step 3 has been completed.

**Step 5.** If after the above procedure has produced no satisfactory settlement of the grievance, the Grievance Committee will meet with the Board and submit a detailed account of the steps taken to this point. This must be completed by the fifth working day after Step 4 has been completed.

**Section 3.** No grievance shall be processed unless initiated and carried to the next step within the time provided or as extended by written mutual agreement.

## ARTICLE XVI

### INSURANCE

**Section 1.** The Board will provide, if elected, a comprehensive, semiprivate health insurance program for each full time employee and their eligible dependents.

The Board will contribute up to 85% of the full family premium for school year employees scheduled to work at least 1500 hours per year. To be eligible, the coverage must be elected and a voluntary deduction form authorizing withholding of the remaining premium must be signed by the employee.

The specific terms and conditions of these coverages are set forth in the group policies provided.

**Section 2.** If a full time or school year employee does not choose the health insurance program she/he may elect options totaling 9.0 points from the following list:

	<u>Point Value</u>
a. Dental Insurance*	4.0
b. Vision Insurance	1.0

c. Options worth \$ 60.00 4.0  
d. Options worth \$120.00 8.0

**\*No life insurance.**

**Section 3.** Such contributions shall begin, in the case of new employees, at the beginning of the insurance month immediately following the time they begin employment and notify the Board of their desire to have such insurance. No change can be made after October 1. New insurance benefits elected will be effective October 1, 1994.

**Section 4.** The Board agrees to provide the above mentioned insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier in the Master Contract held by the policyholder.

**Section 5.** Coverage will terminate at the end of the month in which the employee leaves the school district.

**Section 6.** The Board shall provide the above coverage until this contract terminates.

**Section 7.** The Board agrees to provide \$20,000 Term Life and \$20,000 Accidental Death Insurance coverage for all full-time and school year employees. Such coverage shall begin, in the case of new employees, at the time they begin their employment. Coverage will terminate at the end of the month following termination of employment. The Board will not be liable for claims beyond what its carrier(s) will provide.

## **ARTICLE XVII**

### **LONGEVITY**

Each full-time and school year employee completing their sixth full year of continuous employment shall receive longevity pay per the following schedule:

Seven (7) years	\$285.00
Eleven (11) years	360.00
Sixteen (16) years	470.00
Twenty-One (21) years	600.00

A regular part-time employee shall receive the above benefits prorated to her/his assignment. The employee will be credited one-half year in length of service for one school year employed. Longevity eligibility shall be determined by counting total years of continuous service for the school as of June 30 of each year. Longevity pay will be paid to the employee in a lump sum payment

on or before June 30.

## ARTICLE XVIII

### MISCELLANEOUS PROVISIONS

**Section 1.** Copies of this Agreement shall be prepared at the expense of the Board and presented to all employees now or hereafter employed by the Board.

**Section 2.** This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

**Section 3.** If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**Section 4.** During the negotiations leading up to this agreement each party had the opportunity to bargain on all proper matters. This represents the entire Agreement of the parties. It is further expressly understood and agreed that during its term neither party shall be required to engage in further collective bargaining on any matter or subject whether mentioned herein or not.

**Section 5.** The Association recognizes that the cessation or interruption of services by employees as defined in Section 1 of Public Act 336 of 1947 of Michigan, as amended, is contrary to law and public policy. Accordingly, the Association and employees agree that during the term of this Agreement, they will not direct, instigate, participate in, encourage or support any cessation or interruption of services by any employee or group of employees.

**Section 6.** The Board shall pay an annual membership fee to the State Secretarial Association for the president or designated officer.

**Section 7.** Secretaries will be placed on schedule and given credit for each year of previous school experience, not to exceed five (5) steps on the schedule; and other previous experience granted by the Administration not to exceed four (4) steps on the schedule following a 60-day probationary period.



**ARTICLE XIX**

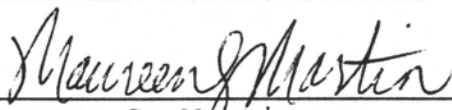
**DURATION**

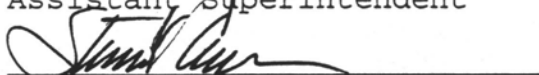
**Section 1.** This contract shall become effective July 1, 1996, and remain in effect until June 30, 1998.

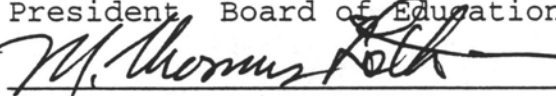
**Section 2.** On or before April 1, 1998, the Board of Education agrees to meet with representatives of the Northview Education School Secretaries' Association and discuss proposals that each may make for incorporation into the contract to cover the period following the termination of this Agreement.

Such discussions shall be scheduled from time to time until all suggestions have been heard and a substitute contract, agreeable to a majority of the School Secretaries and the Board of Education.


**BOARD OF EDUCATION  
NORTHVIEW PUBLIC SCHOOLS**

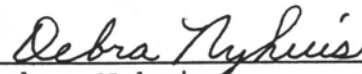
  
Maureen G. Martin  
Assistant Superintendent

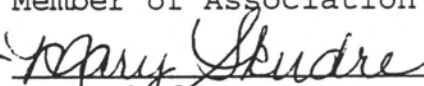
  
Steven D. Crandall  
President, Board of Education

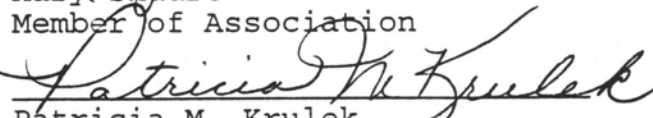
  
M. Thomas Lothamer  
Secretary, Board of Education

**ASSOCIATION OF SCHOOL SECRETARIES  
NORTHVIEW PUBLIC SCHOOLS**

  
Michelle Schultz  
President of Association

  
Debra Nyhuis  
Member of Association

  
Mary Skudre  
Member of Association

  
Patricia M. Krulek  
Member of Association

**SUPPLEMENTAL A**  
**SECRETARIAL & CLERICAL PERSONNEL**  
**CLASSIFICATIONS**

**Position**

Secretary to High School Principal  
Secretary to Middle School Principal  
Secretary to Asst. Principal and General Office  
Secretary to Guidance  
Registrar at High School  
Secretary to Athletic Director and General Office  
Secretary to Elementary Principal  
Secretary to Special Education Director  
Secretary to Transportation

**SUPPLEMENTAL B**  
**SALARY SCHEDULE**

**July 1, 1996 - June 30, 1997**

**STEP**

0	\$ 9.57
1	10.42
2	10.98
3	11.56
4	12.13
5	12.73
6	13.31

**SUPPLEMENTAL C**

**SALARY SCHEDULE**

**July 1, 1997 - June 30, 1998**

**STEP**

0	\$ 9.76
1	10.63
2	11.19
3	11.79
4	12.37
5	12.98
6	13.58

