

MASTER CONTRACT

Harlan Community Schools

And

Harlan Education Association

For School Year

2016-2017

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**MASTER CONTRACT
HARLAN COMMUNITY SCHOOLS
And
HARLAN EDUCATION ASSOCIATION

FOR
SCHOOL YEAR 2016-2017**

Preamble

The Board of Directors of the Harlan Community School District hereinafter referred to as the "Board", and the Harlan Education Association, hereinafter referred to as the "Association", recognize that the mutual responsibility of the parties is to provide a quality education for children and youth of the School District.

Whereas, the Board of Education of the Harlan Community School District and the Harlan Education Association agree to negotiation in good faith. The parties have reached certain understandings which are confirmed in this Agreement. It is agreed as follows:

Article I: RECOGNITION

- A. The Board of Education of the Harlan Community School District hereby recognizes the Harlan Education Association, the ISEA and it's authorized agents as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (No. 324) issued by the PERB on the 17th day of September, 1975, whether under contract, or to be employed by the Board of Education of the Harlan Community School District. Such representation shall cover all personnel assigned to newly created professional positions unless the new positions are deemed by the Board of Education to be administrative or supervisory in scope.

- B. The Harlan Educational Association recognizes the Board of Education of the Harlan Community School District as the duly elected representatives of the people and agrees to negotiate only with the Board of Education through the negotiating agent or agents officially designated by the Board to act in its behalf.

Article II: GRIEVANCE PROCEDURE

DEFINITION OF A GRIEVANCE

-
A grievance is the infliction of wrong or hardship on a person. In the school setting, the essential ingredients are a policy procedure or contractual provision, and one or more employees who claim that there has been a violation, misinterpretation of the policy, procedure, or contractual provision. In a grievance action the aggrieved (one who has been wronged) claims that he/she was denied something to which he/she was entitled under established school board policies.

"Grievances should be distinguished from complaints", according to a 1966 statement by the National Educational Association. Any act of an administrator which arouses the ire or objection of a teacher may be the ground for a complaint. The teacher may disagree with the principal's evaluation of his/her teaching or may resent the way the principal talked to him/her.

1 A complaint, however, is not a grievance unless there is a claim that an administrator has denied
2 the complainant something to which he/she had a right under the rules of the teacher handbook,
3 policies of the Board of Education, or contractual provisions. In other words, in a grievance action,
4 the aggrieved claims that the guarantee of some right, or benefit provided in a policy, procedure,
5 or contractual provision has not been honored.

6 7 GOAL

8
9 The goal of this procedure is to secure, at the earliest possible level, equitable solutions to the
10 problems which may arise affecting certified personnel.

11 12 WHO MAY INITIATE A GRIEVANCE

13
14 A group of educators having the same grievance.
15 An aggrieved person under contract with the school system.
16 An aggrieved person accompanied by another person.
17

18 STRUCTURE OF FORMAL APPEAL

19
20 In the event that the matter is not resolved informally, there are three additional steps of formal
21 appeal:

22
23 1. Immediate supervisor or his/her appointee.

24
25 If the grievance occurs within a building, the aggrieved shall file the grievance with the building
26 administrator or his/her appointee. If the grievance arises from an action of an authority higher
27 than the principal or a school or department head, the aggrieved may present such grievance to
28 the appropriate person.

29
30 2. The Superintendent or his/her appointee.

31
32 3. Arbitration.
33

34 STEP I

35
36 Prior to the filing of a written statement, the aggrieved person must ask for and receive time for an
37 informal discussion. This meeting should be an attempt to resolve the grievance in a businesslike
38 manner. (This conference must be held in the office of the Administrator.)
39

40 If a grievance is resolved in this step, it is recommended that no record be forwarded to the
41 Superintendent's Office.
42

43 STEP II

44
45 In the event that the matter is not resolved informally, a grievance should be filed, in writing, as
46 soon as possible, but not to exceed ten (10) contract days, excluding Saturday, Sunday and school
47 holidays, following the act or condition which is the basis for the grievance. The problem must be
48 submitted as a grievance to the building principal if a teacher is involved.
49

50 The administration shall state his/her decision in writing, together with his/her supporting reasons,
51 and shall furnish a copy to the aggrieved within ten (10) days after receiving the grievance in writing.

1
2 STEP III
3

4 After receiving the decision of his/her administrator, the aggrieved may appeal the decision to the
5 Superintendent or his/her appointee within three (3) contract days.
6

7 After the delivery of the appeal, the Superintendent or his/her appointee shall investigate the
8 grievance and shall give all persons who participated in Step II a reasonable opportunity to be
9 heard. Upon request of either the Administrator or the aggrieved, all persons will meet at the same
10 time.
11

12 The Superintendent or his/her appointee must give his/her decision, in writing, together with his/her
13 supporting reasons, to the aggrieved and to his/her administrator. This decision must be given
14 within ten (10) contract days after he/she personally receives the grievance, excluding Saturday,
15 Sunday, and school holidays, unless the aggrieved or the Superintendent calls for a hearing in
16 which case there will be an extension of five (5) contract days.
17

18 STEP IV
19

20 (a) If the aggrieved person is not satisfied with the disposition of the grievance by the
21 Superintendent, or if no disposition has been made within the time limits, the aggrieved person
22 and the Association shall meet within five (5) school days of disposition of the grievance or to
23 discuss the merits of submitting the grievance to arbitration.
24

25 (b) If the aggrieved person determines that the grievance is meritorious, the aggrieved may
26 submit the grievance to arbitration within five (5) school days.
27

28 (c) Within ten (10) school days after written notice to the Superintendent of submission to
29 arbitration, the Superintendent and the aggrieved shall attempt to agree upon a mutually
30 acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties
31 are unable to agree upon an arbitrator or to obtain such a commitment with the specified
32 period, a written request for a list of arbitrators shall be made to the Public Employment
33 Relations Board (PER Board) by either party. The list shall consist of three arbitrators and the
34 parties shall determine by lot which party shall have the right to remove the first name from
35 the list. The party having the right to remove the first name shall do so within two (2) school
36 days, and the other party shall have one (1) additional school day to remove one of the two
37 remaining names. The person whose name remains shall be the arbitrator.

38 (d) The arbitrator so selected shall confer with the representatives of the school district and the
39 aggrieved and hold hearings promptly and shall issue his/her decision not later than fifteen
40 (15) school days from the date of the close of the hearings, or, if oral hearings have been
41 waived, then from the date the final statements and conclusions on the issues were submitted.
42 The arbitration hearing shall be scheduled not later than sixty (60) days following the date on
43 which the request for arbitration was submitted to the superintendent. The arbitrator shall be
44 without power or violation of the terms of this Agreement. The decision of the arbitrator shall
45 be submitted to the Superintendent and the aggrieved and shall be final and binding on the
46 parties.
47

48 (e) The costs of the services of the arbitrator, including per diem expenses, if any, and actual and
49 necessary travel, subsistence expenses, and the cost of the hearing room shall be borne
50 equally by the parties.
51
52
53
54
55

1 RIGHTS OF EMPLOYEES TO REPRESENTATION

- 2
- 3 1. No aggrieved at any stage of the grievance procedure will be required to meet with any
4 administrator without representation from the Association or its appointed designee if
5 desired.
- 6
- 7 2. No reprisal of any kind shall be taken by the Board, by any member of the Administration,
8 or by the Association or its affiliate organization against any party in interest or any other
9 participant in the grievance procedure by reason of such participation.
- 10
- 11 3. Released Time. When it is necessary for a teacher and Association representative (who
12 have filed a grievance) to attend a meeting called by an administrator or an arbitrator, said
13 teachers shall be released without loss of compensation for the meeting time.

14

15 MISCELLANEOUS

- 16
- 17 1. Separate Grievance File. All documents, communications and records dealing with the
18 processing of a grievance shall be filed in a separate grievance file and shall not be kept
19 in the personnel file of any of the participants.
- 20
- 21 2. Meetings and Hearings. All meetings and hearings under this procedure shall be
22 conducted in private and shall include only witnesses, the parties in interest, and their
23 designated or selected representatives, heretofore, referred to in this article. A tape
24 recorder may be used if both parties agree.
- 25
- 26 3. Failure at any step of this procedure to communicate the decision on a grievance within
27 the specified time limits shall permit lodging an appeal at the next step of this procedure
28 within the time allotted had the decision been given. Failure to appeal a decision within
29 the specified time limits shall be an acceptance of the decision.
- 30

31

32 Article III: ASSOCIATION RIGHTS

33

34 A. USE OF FACILITIES

35

36 The Association and its members shall have the right to make use of school buildings and facilities
37 at reasonable hours for meetings and any and all office equipment when such equipment is not
38 otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to
39 such use. The Association must get the approval of the building principal prior to the use of building
40 and space desired.

41

42 B, COMMUNICATIONS

43

44 The Association shall have the right to post notices of activities and matters of Association concern
45 on existing bulletin boards, in each school building in areas designated for employee use, such as
46 teachers' lounges and workrooms, but not in areas open to the public or students. The Association
47 may use the employee's mailboxes for communications with employees.

48

49 C. ACCESS TO MEMBERS

50

51 Duly authorized representatives of the Association and the State affiliate organization shall be
52 permitted to transact official Association business on school property at the end of the last class
53 period, providing said meeting does not interfere with any previously scheduled activities.

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D. INFORMATION

The Board agrees to furnish, on Association request, all financial information required by PERB rules and regulations.

E. RELEASED TIME

Whenever any representative of the Association or any employee participates during normal school hours in negotiations, grievance proceedings, conferences or meetings called by the Superintendent of Schools, a mediator or arbitrator, he/she shall suffer no loss in pay or other benefits.

F. BOARD POLICIES

The Board agrees to email copies of School Board Agenda when Board materials are emailed. The Board will not make a policy change on a matter clearly defined in the law as a negotiable item until it is discussed with the Association and agreed upon by both parties.

Article IV: MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers or authority of the Administration of the School District and the Board of Directors which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

Article V: DUES DEDUCTIONS

- A. Any employee covered by this master contract may, upon written notice to the Association, authorize a payroll deduction for regular current annual dues for membership in the Harlan Education Association.
- B. Payroll deductions shall be arranged whereby dues will be deducted from each authorized employees' check in equal installments, September through June.
- C. The Association shall provide an authorized list of members' names for whom membership dues are to be deducted and the amount to be withheld for each member. The authorized list shall be submitted by September 1 of each year.
- D. The Association does hereby agree to indemnify the Board, each individual Board Member, and all Administrators against any and all claims, costs, suits, or other forms of liability including court costs arising out of the application of the provisions of this Master Contract Agreement relating to dues deductions.
- E. Excluded from this provision of the Master Contract shall be initiation fees, special assessments, back dues, fines or similar items.
- F. It shall be the responsibility of the Association to inform members of the voluntary dues deduction system and procedure.

1
2 Article VI: SALARIES
3

4 SCHEDULE (see Schedule)
5

- 6 A. To qualify for advancement from one horizontal salary classification to another on the basis
7 of training, a certified transcript of credits earned shall be presented to the Administrative
8 offices by September 1 of the school year in which said advance is to become effective.
9 At that time a new contract will be written.

10
11 All hours for advancement beyond the B + 12 column must be graduate hours in the field of
12 education or staff must prove curricular relevance to their building administrator or superintendent
13 The B + 36 remains closed.
14

15 All certified staff who have been at the bottom of the salary schedule for one year will receive a
16 stipend of 3% of the base salary. In addition to the 3% stipend, following an employee's completion
17 of 18 years of service to the HCSD, the employee will receive a stipend of 1% per year for each
18 additional year of service up to a maximum of 14% (including the 3% stipend). This 1% stipend
19 shall begin with the 2006-2007 school year, and regardless of the number of an employee's years
20 of service, no employee shall receive more than a 1% stipend during the 2006-2007 school year.
21 These stipends are compensation for years of service to the District and are not considered to be
22 a bonus. These longevity payments will be added to and become a part of the salary schedule
23 effective July 1, 2015.
24

- 25 B. Official transcript, grade card, or letter from the college registrar carrying the name of the
26 course, the number of semester hours of credit, the date of completion of the course, and
27 bearing the signature of the registrar will be accepted as evidence.
28

- 29 C. Salary adjustments to salary schedule (see Schedule) shall be effective with the
30 September 2016 pay period. The only exception being employees that are employed for
31 12 continuous months (vocational agriculture instructors). Their salary adjustments shall
32 be effective with the July 2016, pay period.
33

- 34 D. An employee who fails to submit proof of certification to the Superintendent by at least the
35 day prior to the first payday of the school year or by the date the individual's prior
36 certification has expired will not receive any compensation until the required certification is
37 received by the District. This provision on withholding compensation does not affect in any
38 way the right of the District to commence contract termination proceedings under Iowa
39 Code Chapter 279.

40 SUPPLEMENTAL
41

- 42 A. Employees shall serve a probationary period as specified in Iowa Code Section 279.19.
43
44 B. All contracted teachers have the option to apply to perform extra duties, such as, but not
45 limited to: supervising pep buses, supervising crowd control. Compensation shall be
46 \$525.00 per school year or \$50.00 per event. A maximum of 35 teachers shall be selected
47 to perform these duties. Those interested shall apply to the Activities Director by April 1.
48 The Activities Director will determine the 35 persons to be employed to perform these extra
49 duties.
50

51 CREDIT FOR EXPERIENCE
52

53 Teachers new to the district shall be placed on the salary schedule according to their years of
54 experience and education. New teachers starting their first teaching position after graduation may

1 be started on Step 1. The District may place new hires on the salary schedule up to three steps
2 above their current level of experience.

3
4
5 Article VII: SUPPLEMENTAL PAY

- 6
7 1. Approved Activities. The Board and the Association agree that the extracurricular activities
8 listed in the Schedule for Professional Services are official school-sponsored activities
9 covered by school insurance.
10
11 2. Rates of Pay. Employee participation in extracurricular activities which extend beyond the
12 regularly scheduled in-school day shall be compensated according to the rate of pay or
13 other stipulations in the Schedule for Professional Services.
14
15 3. Contract Terms. This contract is for 190 days. The 190 day contract will be: 170 Student
16 Days; three (3) Teacher Work Days; thirteen (13) Staff Development Days and four (4)
17 Teacher Choice Days. (Teacher Choice days are defined as any day other than a Student
18 Day, Work Day, or Staff Development Day that the teacher wishes to count as a contract
19 day.) When establishing the school calendar, a ½ work day will be scheduled at the end of
20 the 1st and 3rd quarters and a full work day will be scheduled at the end of each semester.
21
22 4. Extended Contracts. The schedule is based upon a one hundred ninety (190) day contract.
23 Any employee who contracts for professional work not listed on the professional services
24 schedule will be paid 1/190 of the regular base salary for each additional day of work.
25
26 5. Extra Assignments. Any teacher who is assigned an extra pupil teacher contact during
27 their planning period shall be paid at a rate proportionately equal to the current rate of
28 sub pay. A teacher may only be paid for one period a day. At any time a substitute is not
29 hired for an absent teacher, the students may be assigned to a study hall, provided that
30 the combined number of students does not exceed sixty (60), or the principal may assign
31 a regular teacher to supervise the classroom.
32
33 6. Travel Between Buildings: Teachers whose academic duties require them to travel from
34 school building to school building between classes during the school day shall be paid at
35 a rate established by the school system for each current year. Said teachers shall turn in
36 a request for mileage reimbursement and will be reimbursed at the established rate.
37 Release time of 15 minutes shall be provided for travel between buildings, in addition to
38 the duty-free lunch period or other normal non-student contact time.
39
40 7. Use of Non-Option Workers: It is understood by both management and the Education
41 Association that non-option teachers shall be exempt from the assignment of duties of
42 selling and taking tickets at athletic events, plays, concerts, and supervising pep buses,
43 provided there are enough option people to take these duties. In the event there are not
44 enough option people to cover the necessary duties, non-option teachers shall be assigned
45 no more than one (1) duty per school year, and shall be compensated at \$50.00 per event.
46
47 8. Weight Room Compensation: Morning weight room supervision will be paid at the rate of
48 \$12.50 per hour for a maximum of 180 days.
49
50 9. Teacher Supplemental Salary:
51 1) Teachers will receive teacher supplemental salary monies as stated by law. If the
52 legislation regarding Teacher Salary Supplement ("TSS) Funds is amended or if the
53 funding formula or monies appropriated for Teacher Salary Supplements are changed,
54 then any integrated TSS monies shall be adjusted or removed from the salary schedule.

1 2) TSS monies will be distributed on a per capita basis and will be separately
2 identified as part of the single salary schedule for teachers.

3 3) The amount of the per capita TSS payment to teachers will be preliminarily
4 determined at the time that negotiations are completed. When the number of teachers who
5 are entitled to receive TSS payments is finally determined changes following the
6 completion of bargaining, the TSS payment will be adjusted.

7
8
9 Article VIII: INSURANCE

10
11 DENTAL AND MEDICAL INSURANCE

12
13 A. Dental and Medical Insurance will be provided for full time employees. The District will
14 fund increased cost of health insurance and related insurance surcharges.

15
16
17 B. Medical Insurance for part time teachers: Providing all part time teachers wish to purchase
18 the LTD Life and Health and Accident Insurance package provided to full time employees,
19 this option shall be made available.

20
21 C. An additional family insurance contribution of \$175 per month will be made by the district
22 or employees may elect to receive a cash payment of \$175 per month, inclusive of payroll
23 taxes, if any, which the district is required to pay.

24
25 D. The District will pay the premiums for either the single \$1,000 standard deductible or the
26 single high deductible premium. If choosing the high deductible plan the District will fund
27 the HSA in the amount of \$2,500. Any employee choosing the \$1,000 deductible will
28 receive a dollar amount to be placed into a TSA equal to the difference between the two
29 insurance benefit packages. For 2016-2017 this amount shall be \$718.00 per year.

30
31 LIFE INSURANCE

32
33 Term Life Insurance will be provided for full time employees (\$40,000.00 Double Indemnity.)

34
35 DISABILITY INSURANCE

36
37 Long Term Disability Insurance coverage shall be 60% of covered monthly compensation, but in
38 no event shall the total scheduled income exceed \$3,333.00 per month.

39
40 Article IX: SICK LEAVE

41
42 ACCUMULATIVE BENEFITS

43
44 Sick leave is accumulative up to 120 days at the rate of 12 days the first year, 13 days the second
45 year, 14 days the third year, 15 days the fourth year, 16 days the fifth year, and 17 days for
46 succeeding years.

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4 Article X: SICK LEAVE BANK
5

6 SICK LEAVE BANK

7
8 A. CREATION

- 9
10 • Enrollment – prior to September 15th, or within 20 days of hire date,
11 whichever is first.
12 • Enrollment – joint responsibility between the Board and the HEA
13 • Management – committee of five (2 HEA members, 2 Board of Education
14 members, Board Secretary) will oversee the Bank.
15

16 B. ELIGIBILITY

- 17
18 • Any employee not eligible for long term disability who is a member of the
19 bank and who has depleted their sick leave.
20

21 C. CONTRIBUTIONS

- 22
23 • Each participating member will contribute one sick leave day
24 • When bank is depleted members may contribute one (1) day as needed
25 • Number of bank days will never exceed the number of participants
26 • Donated days will not be returned to the donors
27

28
29 D. USE

- 30
31 • Bank may be used in case of life-threatening, terminal illness, or serious
32 injury requiring hospitalization or long term care of employee, spouse or
33 child (after depleting of sick leave)
34 • Use of bank for parental care is limited to 15 days total
35 • Serious, long term illness does not include maternity
36 • Application must be made to the committee for use of bank days
37 • Sick leave days plus bank days will never exceed 180 days
38 • Any one individual is not eligible for more than 150 sick leave bank days
39 during any consecutive two year period.
40

41 Article XI

42
43 TEMPORARY LEAVES OF ABSENCE WITH FULL PAY

44
45 ASSOCIATION LEAVE

46
47 Up to six (6) days shall be available for representatives of the Association to attend conferences,
48 conventions, or other activities of the local and state affiliated organizations. The cost of teacher
49 substitutes will be school board expense.
50

1 Article XII

2
3 EXTENDED LEAVE OF ABSENCE FOR EDUCATIONAL IMPROVEMENT

4
5 A leave of absence, without pay, of up to one (1) year may be granted with Board approval to
6 tenured employees for the purpose of engaging in study or work related to academic
7 responsibilities. While on extended leave the employee's interest in the retirement funds and
8 placement of the salary schedule shall be frozen. While no additional benefits will be provided by
9 the employer during the leave period, the employee may purchase such benefits. At the conclusion
10 of the extended leave of absence, the employee shall be placed at the same vertical position on
11 the salary schedule for which he/she was eligible at the time the leave commenced. NOTE:
12 Application for such leave must be applied for prior to July 1, and is subject to the approval of the
13 Board of Education.

14
15 Article XIII

16
17 EMERGENCY BUSINESS LEAVE

18
19 Leave for business which cannot be conducted outside school hours (evenings, weekends or
20 vacation) may be granted to teachers by the approval of the Superintendent of Schools. For each
21 day absent, one day may be deducted from accumulated sick leave, or the cost for substitutes may
22 be deducted.

23
24 Article XIV

25 JURY DUTY

26
27 An employee who is called for Jury Duty shall be allowed to serve in that capacity without loss of
28 pay. Any money paid to the employee above their expenses shall be returned to the school.

29
30 Article XV

31 PROFESSIONAL LEAVE

32
33 Such leave to attend professional meetings or visit another school may be granted by the
34 Superintendent of Schools. Such leave shall be with pay, but must be cleared well in advance.

35
36
37 Article XVI

38
39 FAMILY ILLNESS, BEREAVEMENT, AND OTHER FUNERAL LEAVES

40
41 **A. Immediate Family Defined**

42 Immediate family is defined as spouse, child (step, adopted, foster, legal guardian relationship),
43 mother, father, step-parent, brother, sister, grandchildren, grandparent, mother-in-law and father-
44 in-law, and step relatives of the same degree.

45
46 Any other relationship not defined above is considered non-immediate family.

47
48 **B. Family Illness**

49 In the event of an illness within the immediate family, an employee can be granted up to ten (10)
50 days of absence. Family Illness leave can be taken for illness, injury, or medical treatment. The
51 days taken will be deducted from the employee's sick leave. An absence longer than 48 hours
52 will require a statement from the attending physician as proof of illness. If the employee's sick

1 leave is exhausted, the employee may use personal days or these days will be employee salary
2 dock days.

3
4 **C. Bereavement**

5 Employees may be allowed up to a maximum of five (5) days per occurrence per year without
6 deduction in pay for death of a parent, spouse or child (step, adopted, foster, legal guardian
7 relationship). Employees may be allowed up to a maximum of three (3) days per occurrence per
8 year without deduction in pay for the death of an immediate family member as defined above,
9 with inclusion of daughter-in-law and son-in-law. The days taken will be deducted from the
10 employee's sick leave. If the employee's sick leave is exhausted, the employee may use personal
11 days or these days will be employee salary dock days.

12
13 **D. Substitute Pay Deduction for Additional Days of Family Illness and Bereavement**

14 After 5 days of bereavement leave per occurrence per year or after ten days of family illness per
15 year, whichever applies, the cost of a substitute in the amount equal to the daily substitute rate,
16 FICA, and IPERS will be deducted even if no substitute is required. Such leave must require the
17 prior approval of the administration. Superintendent may approve an extension of bereavement
18 leave and family illness leave for immediate family, upon written request, due to extenuating
19 circumstances until sick leave is exhausted. If the employee's sick leave is exhausted, the
20 employee may use personal days or these days will be employee salary dock days.

21
22 **E. Other Funeral**

23 Up to 1 additional day per year is allowed to use in the event of the death of a friend or relative
24 outside the employee's immediate family, as defined above. The days taken will be deducted
25 from the employee's accumulated sick leave. Employees may accumulate up to 2 days of other
26 funeral leave. If the employee's sick leave is exhausted, the employee may use personal days or
27 these days will be employee salary dock days.

28
29 After a maximum of 2 days, when accumulated, per year of other funeral leave, the cost of a
30 substitute in the amount equal to the daily substitute rate, FICA, and IPERS will be deducted
31 even if no substitute is required. Such leave must receive the prior approval of the employee's
32 building principal and superintendent. If the employee's sick leave is exhausted, the employee
33 may use personal days or these days will be employee salary dock days.

34
35
36 **F. Tracking**

37 Family Illness, bereavement and other funeral days will be tracked in hours and 1 day is
38 equivalent to the hours each individual employee works in a day.

39
40 If the employee's sick leave is exhausted, the employee may use personal days or these days will
41 be employee salary dock days.

42
43 Bereavement leave taken out of sick leave shall not disqualify the employee's accumulation of his
44 or her personal day.

45
46
47 **Article XVII**

48
49 **PERSONAL LEAVE**

50
51 Each employee shall be eligible for three (3) personal leave days per year, accumulative up to a
52 maximum of five (5) days. Personal leave days taken during the first seven (7) school days or the
53 last fifteen (15) school days of the school year shall be requested a minimum of twenty (20) days
54 in advance. Requests for all other personal leave shall be made to the building administrator at
55 least forty-eight (48) hours in advance. No more than ten percent (10%) of the teachers of each

1 building may take personal leave on any given day, requests up to the 10% limit will be granted
2 based on the chronological order of their receipt.

3
4 Any teacher who used no sick leave or dock day during any school year shall be eligible for one
5 additional day of paid personal leave the following year. This additional day of personal leave shall
6 be subject to the same conditions as aforementioned for personal leave. (The sick leave bank
7 donation shall not count as using a sick day). Bereavement leave taken out of sick leave shall not
8 disqualify the employee's accumulation of his or her personal day. At the end of each contract year,
9 the unused personal days shall be banked or reimbursed at the rate of \$200.00 per day. The
10 teacher must request this reimbursement in writing by June 1 of each year.

11
12 Article XVIII

13
14 STATE SPONSORED COMPETITION LEAVE

15
16 Employees, with children enrolled in the Harlan Community School District participating in Pre-K
17 through 12th grade school sponsored state competitions, shall be allowed two days per year to
18 attend the day of the scheduled event. Employees will be granted 1 day with no deductions during
19 their absence. The second day would be taken with a deduction equal to the daily substitute teacher
20 rate including FICA and IPERS even if no substitute is required.

21
22
23
24 Article XIX

25
26 MATERNITY LEAVE

27
28 Six weeks of maternity leave for a mother may be charged to sick leave. The date of this six
29 calendar week time period (42 calendar days) shall begin with the birth of the child. Any time after
30 that period will require a physician's approval.

31
32 Article XX

33
34 SAFETY PROVISIONS

35
36 A committee will be appointed to address safety provisions. These provisions will either be a part
37 of the staff handbook or Board policy. This committee will report to the Board with
38 recommendations by March 1, 2016.

39
40
41 Article XXI

42
43 REDUCTION OR REALIGNMENT OF STAFF

44
45 1. NOTIFICATION

46 A. When, in the judgment of the board, reduction of staff becomes necessary, the
47 Board, its representative, shall notify the Association President in writing that staff
48 reduction is being considered.

49
50 B. If a position is to be eliminated, the Board shall give notification to all persons in a
51 department, i.e., K-5 or curriculum area to be affected, of the action being
52 considered no later than April 30.

1 2. REDUCTION PROCEDURE
2

3 Reduction through layoff procedures shall be accomplished through the following in the numerical
4 order listed:

- 5
- 6 1. Attrition
 - 7
 - 8 2. Employees with emergency or temporary certification.
 - 9
 - 10 3. Employees with less than two (2) years of continuous employment in the Harlan
11 Community School District. Within K-5 and 6-12 grade levels.
 - 12
 - 13 4. Non-degree teachers.
 - 14
 - 15 5. The seniority principle shall apply system-wide. Seniority shall be defined as the
16 total number of years teaching experience in the Harlan Community School District
17 and shall be accumulated on a District-wide basis regardless of an employee's
18 assignment. An employee's accumulation of seniority shall not be affected by a
19 voluntary transfer to another vacant position or by a realignment of staff.
20
 - 21 a. In grades K-5, the basic seniority principle shall apply.
 - 22
 - 23 b. In grades 6-12, the basic seniority principle shall apply within a curriculum area.
24 The curriculum areas include: science, English, history-social studies, family and
25 consumer science, vocational agriculture, languages, mathematics, business
26 education, instrumental music, vocal music, art, physical education, special
27 education, vocational technology, counseling, library science and media, safety
28 and drivers education and school nurse.
 - 29
 - 30 c. Teachers who have extracurricular assignments shall not be exempt from
31 consideration when making staff reduction cuts.
 - 32
 - 33 d. Teachers who are employed to work in Title 1 or Special Education areas shall be
34 considered separate from other classroom teachers. When or if it becomes
35 necessary to reduce staff in the aforementioned areas, it shall be done in the same
36 manner used for all other teachers.
 - 37
 - 38 e. A teacher who is working in one curriculum area does not have the power to move
39 over to another curriculum area and "bump" a teacher with less seniority.
 - 40
 - 41 6. If a tie exists, the employee with the lowest degree will be reduced.
 - 42
 - 43 7. If a tie still exists, final judgment will be made by the Superintendent.
 - 44
 - 45 8. Both parties agree that maintaining quality programs throughout the school system is
46 important. While experience is considered to be one of the important factors
47 contributing to quality programs, the Board has the right to make exception to the
48 aforementioned procedures in order to maintain quality or meet state standards. As
49 an example, if a teacher is working in two (2) or more areas and there is no other
50 teacher qualified or willing to assume these duties it would be necessary to make an
51 exception to the aforementioned procedures. When the Board is considering such an
52 exception the Board shall notify an advisory committee (three (3) Association

Members) and provide the committee an opportunity to express their opinion on the proposal. While the final decision is clearly a Board responsibility, both parties understand such exceptions should be made sparingly.

3. RECALL RIGHTS

- A. Any tenure teacher laid off under this policy shall have recall rights to a position for which the employee is certified for a period of two (2) years from the effective date of the employee's layoff in reverse order of their dismissal.
- B. Within seven (7) days following the official notice of layoff, the teacher may give written notice of their intent to be re-employed by the Harlan School System. Such notice shall include the kind of position the teacher is qualified for and interested in and shall give the address at which the teacher may be contacted. The Board shall forward notice of such vacancy to the last known address listed in the school file. It shall be the responsibility of the teacher to forward any change of address.
- C. After the notice is mailed an employee wishing to be assigned to a vacant position for which the employee is qualified must notify the Board in writing within seven (7) days.
- D. Any teacher re-employed by exercising recall rights shall be entitled to all benefits, including unused sick leave, and will be placed on the salary schedule step to which he/she was entitled at the time of layoff.

4. REALIGNMENT

- A. When a teaching vacancy occurs at the K-5 or 6-12 level, the administration shall see that a notice is posted on the bulletin board in the teacher's lounge of each building. When a tenure teacher under contract wishes to be reassigned to the vacancy, said employee shall have first priority to the assignment. After the posting period expires, the District will fill the position from the bargaining unit, provided there is a qualified bargaining unit applicant for the position. After a position has been filled by voluntary transfer of an employee from within the bargaining unit, the District is not required to post the position of the employee who received the voluntary transfer.
- B. When staff realignment is necessary, a teacher shall not be assigned to a curriculum area they are not currently teaching in without the consent of the teacher involved. When realignment is necessary at the K-5 level or 6-12 level, the teacher or teachers with the least seniority shall be reassigned. Areas such as music, art and physical education may be realigned within the K-12 grade levels.

Article XXII: EARLY RETIREMENT

SECTION II: INSURANCE BENEFITS FOR RETIREES

A recipient of benefits pursuant to this policy may elect to continue coverage under the District's group health insurance plan at the District's group rate by paying the monthly premium in full to the District office prior to the date the District's premium payment is made to the insurance carrier. In accordance with Iowa Code Section 509A, the retired employee is eligible to continue participation in the District's group insurance plan as long as he or she pays the premium in full when it is due, and until the retired employee attains the age of 65.

1 The District will pay \$125 per month, up to \$1,500 per year toward the cost of the health insurance
2 premium. The District will increase the monthly reimbursement for retiree insurance to \$250 per
3 month, up to \$3,000 per year, if the retiree secures his/her health insurance coverage through a
4 carrier other than the group policy provided at Harlan Community Schools. This stipend must be
5 in the form of a reimbursement only and is limited to the cost of the insurance to the employee.
6 This reimbursement will be paid on a quarterly basis upon submission of receipts from the retiree.
7 Employee is offered this benefit until he/she is eligible for Medicare.

8
9 The certificated employee must submit a formal request for early retirement for insurance benefits
10 to the Superintendent by February 1 of the year of proposed early retirement.

11
12 Article XXIII

13
14 EVALUATION REQUIREMENTS

- 15
16 A. New faculty members should be informed at pre-school orientation of evaluation procedures
17 and criteria upon which they will be evaluated.
18
19 B. The classroom teaching performance of first- and second-year teachers in the Harlan
20 Community Schools shall be formally observed a minimum of twice each school year and
21 formally evaluated a minimum of once each year. Beyond their second year of service, all
22 teachers will be formally evaluated as deemed necessary by the administration, with a
23 minimum of one formal evaluation in each three-year period. Any other evaluations done in
24 the four-year period shall be either formal or informal at the discretion of the employee. The
25 formal evaluation follows all criteria listed in the evaluation form and will be numerically rated.
26 The informal evaluation follows just those criteria listed under Instructional Skills of the
27 evaluation form and will not be rated.
28
29 C. All evaluations should be written and orally reviewed upon completion. Each evaluation should
30 be signed by the principal and teacher, but the teacher's signature should not necessarily mean
31 agreement with the evaluation, but an awareness of the material. All observations shall be
32 written and orally reviewed within two (2) weeks of date of observation. Observation shall not
33 take place the last week of either semester.
34
35 D. If an evaluator finds a teacher lacking, the reasons shall be set forth in specific terms.
36
37 E. All evaluations and observations as described in Section B shall be conducted openly and
38 professionally with the full knowledge of the classroom teacher.
39
40 F. Any complaint made against a teacher or person for whom the teacher is administratively
41 responsible, by any parent, student, or other person, shall promptly be called to the attention
42 of the teacher if said complaint is to be placed in the teacher's personnel file.
43
44 G. A teacher shall have the right to review the contents of his/her personnel file originating after
45 date of employment, providing an appointment is made with the Superintendent's Office.
46 Closed personal credentials will remain confidential.
47
48 H. A copy will be given to any teacher who presents a request, in writing, for a duplicate copy.
49
50 I. All criteria listed on the teacher evaluation form shall be applied in a fair and accurate manner
51 in the evaluating of an employee. Teacher evaluation is the responsibility of the school
52 administration.
53
54 J. It shall be the responsibility of the evaluators to meet with non-regular education personnel to
55 establish a fair system and standard for those evaluations.

1 TEACHER EVALUATION INSTRUMENT

2
3
4 The teacher evaluation instrument to be used is that developed by the evaluation committee and
5 adopted April 25, 2005. (Under separate cover).
6

7
8 Article XXIV
9

10 DUTY-FREE LUNCH PERIODS

11
12 The Board shall provide each teacher in the school system a minimum 25-minute duty-free lunch
13 period.
14

15 Article XXV
16

17 TEACHER WORK DAY

18
19 When establishing the school calendar, a ½ work day will be scheduled at the end of the 1st and
20 3rd quarters and a full work day will be scheduled at the end of each semester.
21

22 Article XXVI
23

24 DURATION PERIOD

25
26 This contract shall be effective as of July 1, 2016 and shall continue until June 30, 2017.
27

28 The first pay period and benefit package will convene on September 1, 2016. The first payday
29 under this contract shall be September 20, 2016. Pay for the months of June, July and August of
30 any year is based on work performed under the salary schedule for the previous school year.
31

32
33 Article XXVII

34 INCLEMENT WEATHER - HOURS

35
36 In the event of a late start or early dismissal for inclement weather, the teacher’s workday hours
37 will reflect the same changes as that of the student’s day.
38

39 Article XXVIII
40

41 PROFESSIONAL DEVELOPMENT

42
43 One (1) day will be added to the first year contract of each new teacher to the district. The time
44 will be added prior to the start of the school year to allow for professional development activities.
45

46 Article XXIX
47

48 COLLABORATION TIME

49
50 A. Teachers will be required to participate in at least 36 hours annually of teacher driven
51 collaboration time to deliver educational programs and assess student learning, or to engage in
52 peer review pursuant to section 284.8 subsection 1.
53

54 B. Designated professional development (as long as practitioner collaboration is a substantial
55 component of this professional development) or professional learning community time shall count
56 toward the required 36 hours.

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C. Individual educator preparation time shall not count as collaboration time.

Article XXX

PEER REVIEW

The parties agree that the District will provide for peer review of teachers as provided by Iowa Code Section 284A.8(1). The parties will continue to negotiate regarding the means and procedures by which this peer review will be provided.

Article XXXI

RESIGNATIONS: Any resignation received before February 1 will be eligible for a \$200 stipend to be paid in the May paycheck.

Article XXXII

INTENSIVE ASSISTANCE PROCESS LANGUAGE: The HEA and the Board agree to continue conversations during the upcoming school year to come to mutual agreement.

Article XXXIII

SIGNATURE CLAUSE

In witness whereof the parties hereto have caused this agreement to be signed by their respective Presidents, attested by their respective Presidents, attested by their respective Co-Chief Negotiators, and their signatures placed thereon, all on the __28__ day of __July__, 2016.

Association

Board of Education

By: _____
Its President

By: _____
Its President

By: _____
Its Co-Chief Negotiator

By: _____
Its Chief Negotiator

By: _____
Its Co-Chief Negotiator

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2016 - 2017 Base = \$32,650 (1.00)

Step	Nurse	Nurse BA
1	.75	.80
2	.785	.835
3	.82	.87
4	.855	.905
5	.89	.94
6	.925	.975
7	.96	1.01
8	.995	1.045
9	1.00	1.05
10	1.035	1.08

32650	BA	BA+12	BA+24	BA+36*	MA	MA+18	SPEC.	DR.
BASE	1.0000	1.0400	1.0850	1.1300	1.1300	1.1750	1.2200	1.2650
Salary	\$32,650	\$33,956	\$35,425	\$36,895	\$36,895	\$38,364	\$39,833	\$41,302
Ins. Ben.	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801
TSS	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065
Total	\$40,516	\$41,822	\$43,291	\$44,761	\$44,761	\$46,230	\$47,699	\$49,168
Step 1 - Index	1.0400	1.0800	1.1250	1.1700	1.1700	1.2150	1.2600	1.3050
Salary	\$33,956	\$35,262	\$36,731	\$38,201	\$38,201	\$39,670	\$41,139	\$42,608
Ins. Ben.	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801
TSS	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065
Total	\$41,822	\$43,128	\$44,597	\$46,067	\$46,067	\$47,536	\$49,005	\$50,474
Step 2 - Index	1.0850	1.1250	1.1700	1.2150	1.2150	1.2600	1.3050	1.3500
Salary	\$35,425	\$36,731	\$38,201	\$39,670	\$39,670	\$41,139	\$42,608	\$44,078
Ins. Ben.	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801
TSS	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065
Total	\$43,291	\$44,597	\$46,067	\$47,536	\$47,536	\$49,005	\$50,474	\$51,944
Step 3 - Index	1.1300	1.1700	1.2150	1.2600	1.2600	1.3050	1.3500	1.3950
Salary	\$36,895	\$38,201	\$39,670	\$41,139	\$41,139	\$42,608	\$44,078	\$45,547
Ins. Ben.	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801
TSS	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065
Total	\$44,761	\$46,067	\$47,536	\$49,005	\$49,005	\$50,474	\$51,944	\$53,413
Step 4 - Index	1.1750	1.2150	1.2600	1.3050	1.3050	1.3500	1.3950	1.4400
Salary	\$38,364	\$39,670	\$41,139	\$42,608	\$42,608	\$44,078	\$45,547	\$47,016
Ins. Ben.	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801
TSS	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065
Total	\$46,230	\$47,536	\$49,005	\$50,474	\$50,474	\$51,944	\$53,413	\$54,882
Step 5 - Index	1.2250	1.2650	1.3100	1.3550	1.3550	1.4000	1.4450	1.4900
Salary	\$39,996	\$41,302	\$42,772	\$44,241	\$44,241	\$45,710	\$47,179	\$48,649
Ins. Ben.	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801
TSS	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065
Total	\$47,862	\$49,168	\$50,638	\$52,107	\$52,107	\$53,576	\$55,045	\$56,515
Step 6 - Index	1.2750	1.3150	1.3600	1.4050	1.4050	1.4500	1.4950	1.5400
Salary	\$41,629	\$42,935	\$44,404	\$45,873	\$45,873	\$47,343	\$48,812	\$50,281
Ins. Ben.	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801
TSS	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065
Total	\$49,495	\$50,801	\$52,270	\$53,739	\$53,739	\$55,209	\$56,678	\$58,147
Step 7 - Index	1.3250	1.3650	1.4100	1.4550	1.4550	1.5000	1.5450	1.5900
Salary	\$43,261	\$44,567	\$46,037	\$47,506	\$47,506	\$48,975	\$50,444	\$51,914
Ins. Ben.	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801
TSS	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065
Total	\$51,127	\$52,433	\$53,903	\$55,372	\$55,372	\$56,841	\$58,310	\$59,780
Step 8 - Index	1.3750	1.4150	1.4600	1.5050	1.5050	1.5500	1.5950	1.6400
Salary	\$44,894	\$46,200	\$47,669	\$49,138	\$49,138	\$50,608	\$52,077	\$53,546
Ins. Ben.	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801
TSS	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065
Total	\$52,760	\$54,066	\$55,535	\$57,004	\$57,004	\$58,474	\$59,943	\$61,412

32650	BA	BA+12	BA+24	BA+36*	MA	MA+18	SPEC.	DR.
Step 9 - Index	1.4250	1.4650	1.5100	1.5550	1.5550	1.6000	1.6450	1.6900
Salary	\$46,526	\$47,832	\$49,302	\$50,771	\$50,771	\$52,240	\$53,709	\$55,179
Ins. Ben.	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801
TSS	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065
Total	\$54,392	\$55,698	\$57,168	\$58,637	\$58,637	\$60,106	\$61,575	\$63,045
Step 10 - Index	1.4750	1.5150	1.5600	1.6050	1.6050	1.6500	1.6950	1.7400
Salary	\$48,159	\$49,465	\$50,934	\$52,403	\$52,403	\$53,873	\$55,342	\$56,811
Ins. Ben.	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801
TSS	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065
Total	\$56,025	\$57,331	\$58,800	\$60,269	\$60,269	\$61,739	\$63,208	\$64,677
Step 11 - Index	1.5250	1.5650	1.6100	1.6550	1.6550	1.7000	1.7450	1.7900
Salary	\$49,791	\$51,097	\$52,567	\$54,036	\$54,036	\$55,505	\$56,974	\$58,444
Ins. Ben.	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801
TSS	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065
Total	\$57,657	\$58,963	\$60,433	\$61,902	\$61,902	\$63,371	\$64,840	\$66,310
Step 12 - Index	1.5750	1.6150	1.6600	1.7050	1.7050	1.7500	1.7950	1.8400
Salary	\$51,424	\$52,730	\$54,199	\$55,668	\$55,668	\$57,138	\$58,607	\$60,076
Ins. Ben.	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801
TSS	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065
Total	\$59,290	\$60,596	\$62,065	\$63,534	\$63,534	\$65,004	\$66,473	\$67,942
Step 13 - Index		1.6650	1.7100	1.7550	1.7550	1.8000	1.8450	1.8900
Salary		\$54,362	\$55,832	\$57,301	\$57,301	\$58,770	\$60,239	\$61,709
Ins. Ben.		\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801
TSS		\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065
Total		\$62,228	\$63,698	\$65,167	\$65,167	\$66,636	\$68,105	\$69,575
Step 14 - Index			1.7600	1.8050	1.8050	1.8500	1.8950	1.9400
Salary			\$57,464	\$58,933	\$58,933	\$60,403	\$61,872	\$63,341
Ins. Ben.			\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801
TSS			\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065
Total			\$65,330	\$66,799	\$66,799	\$68,269	\$69,738	\$71,207
Step 15 - Index			1.8100	1.8550	1.8550	1.9000	1.9450	1.9900
Salary			\$59,097	\$60,566	\$60,566	\$62,035	\$63,504	\$64,974
Ins. Ben.			\$1,801	\$1,801	\$1,801	\$1,801	\$1,801	\$1,801
TSS			\$6,065	\$6,065	\$6,065	\$6,065	\$6,065	\$6,065
Total			\$66,963	\$68,432	\$68,432	\$69,901	\$71,370	\$72,840
Step 16 - Index				1.9050	1.9050	1.9500	1.9950	2.0400
Salary				\$62,198	\$62,198	\$63,668	\$65,137	\$66,606
Ins. Ben.				\$1,801	\$1,801	\$1,801	\$1,801	\$1,801
TSS				\$6,065	\$6,065	\$6,065	\$6,065	\$6,065
Total				\$70,064	\$70,064	\$71,534	\$73,003	\$74,472
Step 17 - Index				lane closed		2.0000	2.0450	2.0900
Salary						\$65,300	\$66,769	\$68,239
Ins. Ben.						\$1,801	\$1,801	\$1,801
TSS						\$6,065	\$6,065	\$6,065
Total						\$73,166	\$74,635	\$76,105