

**AGREEMENT**

between

**THE ESSEX JUNCTION PRUDENTIAL COMMITTEE**

and

**THE ESSEX JUNCTION WESTFORD EDUCATION ASSOCIATION  
SUPPORT STAFF UNIT**

**2011-2014**

## PREAMBLE

This Agreement is made and entered into by and between the Essex Junction School District (hereinafter known as the "Committee" or "District"), and the Essex Junction Education Westford Association/Support Staff Unit, Vermont-NEA, (hereinafter known as the "Association").

WHEREAS, negotiations between the Committee and the Association have resulted in an agreement with regard to salaries and terms and conditions of employment, and

WHEREAS, the Committee has ratified and approved the Agreement and has authorized the Chairman of the Committee to execute this Agreement, and

WHEREAS, the Association has ratified and approved the Agreement and has authorized the president of the Association to execute this Agreement,

This Agreement shall be effective for the period commencing July 1, 2011 and ending June 30, 2014.

## ARTICLE 1

### RECOGNITION

- 1.1 The Committee recognizes the Association, for the purpose of collective bargaining, pursuant to Title 21, Chapter 20, Sections 1721-1734, of the Vermont Statutes Annotated, as the exclusive representative of the bargaining unit, consisting of special education paraprofessionals, classroom assistants, library/media support personnel, computer lab instructors, healthcare aides, custodial workers, office support personnel and bus assistants employed by the "District" excluding all employees qualifying for "exempt" status as defined under the Fair Labor Standards Act, Clerk/Treasurer, and all employees of the Security, Recreation, and Skating Facility Departments.
- 1.2 Unless otherwise indicated, persons employed in the above noted bargaining unit will be referred to as "employees or members of the bargaining unit." All references to male employees shall be deemed to include male/female employees.
- 1.3 Employees who work twenty (20) or fewer hours per week on average (for the school-year or 12-month period, whichever applies), and "temporary employees" (see Article II, Section 2.5 for a definition), shall not be considered part of the bargaining unit.

## ARTICLE II

### DEFINITIONS

- 2.1 The words and phrases used in this Agreement shall be defined as set forth in this Article unless otherwise noted in this Agreement.
- 2.2 Twelve Month Employees: Employees who work a minimum of thirty-five (35) hours per week, twelve (12) months per year shall be regular full-time twelve (12) month employees. A twelve-month employee who works greater than twenty (20) but less than thirty-five (35) hours per week shall be considered a part-time twelve-month employee.
- 2.3 School Year Employees: Employees who work a minimum of twenty-six (26) hours per week during the school year, shall be regular full-time school year employees. A school year employee who works greater than twenty (20) but less than twenty-six (26) hours per week shall be considered a part-time school year employee.

- 2.4 Part-time Employees: Employees who work greater than twenty hours, but fewer than the number of hours worked by a full-time employee, shall be considered "part-time employees." Part-time employees shall not be entitled to any leave or insurance benefits.
- 2.5 Temporary Employees: Employees who work fewer than ninety (90) work days per contract year shall be considered "temporary employees" and shall not be included in the bargaining unit. The number of workdays assigned to a temporary employee may be increased upon agreement between the Association and the District.

### ARTICLE III NEGOTIATIONS

- 3.1 Not later than November 1 of the year preceding the expiration of this Agreement, either the Committee or the Association may give notice to the other if it wishes to negotiate a successor to this Agreement. Thereafter, the negotiating teams for the Association and the Committee shall meet at a mutually agreeable time to begin negotiations for a successor agreement.
- 3.2 The Committee and the Association shall schedule such meetings as may be necessary to discuss all matters to be negotiated for the subsequent agreement. Negotiations shall take place in good faith in order to reach agreement upon the subsequent agreement. Within thirty (30) days of the date of the request for a meeting of the negotiating teams, a mutually convenient place and time for the meeting shall be established.
- 3.3 Consistent with Vermont Statutes, the Committee shall make available such public records necessary for negotiations.
- 3.4 Despite the reference in this Article, the Committee and the Association each shall have the right to act by Committee or by designated representatives, whether or not members, for each party.
- 3.5 Within thirty (30) days after ratification, copies of this Agreement shall be reproduced at Committee expense and a copy provided to each current employee covered by the Agreement. Each new employee covered by the Agreement shall be provided one (1) copy of the Agreement within one (1) week of his/her first day on the job.

### ARTICLE IV ASSOCIATION AND COMMITTEE RIGHTS

- 4.1 The Committee and the Association hereby agree that each employee has the right freely to organize, join and support the Association and its affiliates for the purposes of engaging in collective bargaining and other activities for mutual benefit. The Committee and Association agree that they shall not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred under Title 21, Chapter 22 of the Vermont Statutes Annotated.
- 4.2 In addition to payroll deductions currently being made, the Committee agrees to deduct from the salaries of the employees, dues for the Essex Junction Education Association, Vermont-NEA, and National Education Association as said employees individually and voluntarily authorize the Committee to deduct and transmit the monies to the Essex Junction Education Association. Employees' authorizations will be in writing in a form agreed upon by the Association and the Committee. Deductions will be made in substantially equal installments, based on the number of payroll periods for the employee authorizing the deductions.

Payroll deduction authorizations for Association dues shall be continuous from year-to-year unless the employee leaves the school district or notifies the Committee, in writing, prior to June 15 of any year, to terminate said deductions.

The Association shall notify the Committee in writing of changes in Association dues as soon as possible.

The Association shall provide payroll at Central Office, deductions covered under this paragraph, if possible by June 15, but no later than July 1 of the preceding contract year in which the deduction applies for all existing members as of said date, otherwise the employees' previous year deductions shall continue in force for the entire school year unless terminated by the employee by the dates set forth herein.

The form in which the Association reports union dues for existing membership must include, at minimum, employee name, social security number, and total unions dues to be deducted for the corresponding contract year. A separate report shall be provided for each school district. The report shall list employees alphabetically by last name.

The form in which the Association reports union dues for new members must include, at minimum, employee name, social security number, total unions dues to be deducted for the corresponding contract year, and signed employee authorization.

The District payroll office shall make changes to union dues not more than once in any contract year. However, union dues to individual employees may be adjusted as necessary due to changes in employment status with proper notification and reporting from the Association as outlined herein.

- 4.3 The Association shall have the right to use such facilities and equipment as are normally located within the school, as well as school audio-visual equipment at reasonable times and upon prior request to the principal or his/her designee, provided that such use occurs when school is not in session, and when employee is not working and does not interrupt normal school activities and operations. Any cost of repairs beyond ordinary maintenance resulting from the use of such equipment, and the cost of materials, shall be borne by the Association.
- 4.4 Members or representatives of the Association shall be permitted to transact official business of the Association on school property during the non-working time of employees.
- 4.5 The Association shall have the right to use employee mailboxes and one bulletin board per school building, to be located in employee lounge area, for the posting of notices of its activities and matters of Association concern.
- 4.6 The Committee retains all the rights and functions necessary to effectively manage the District except to the extent that they are expressly and specifically modified or limited by the written provisions of this Agreement. These rights include, but shall not be limited to, the right to plan, direct, schedule, assign, transfer and control employee work assignments and duties; to determine the means, methods, processes, materials and equipment necessary to deliver the services provided by the District; to maintain the efficiency of employees; to create, revise, and eliminate positions; to determine employee work schedule and hours; to establish and require reasonable rules and regulations not in conflict with the terms of this Agreement; to hire and demote employees; to discipline, suspend and discharge employees for just cause.
- 4.7 The Committee will provide a minimum of a week's notice whenever possible to the Association of possible reclassification, new classification, or anticipated new hiring related to the support staff bargaining unit.
- 4.8 The Board retains the right to issue temporary one-year contracts to any employee who is hired to replace an employee on an approved leave of absence, and to school-year employees who are hired after October 1<sup>st</sup> of the corresponding school year. Temporary one-year contracts shall expire at the end of the contract year in which the employee was hired. Employees working under a temporary one-year contract shall not be entitled to contract renewal or recall rights as described herein. All other terms and conditions of employment described herein shall

apply. If an employee working under a temporary one-year contract is hired as a permanent employee without a break in service, said time worked as a temporary employee shall be counted for seniority accrual purposes.

#### 4.9 Review Board

For the purpose of providing the Association a mechanism in which to inform the grade placement determination of existing positions and to help ensure equity and fairness relative to grade placement considerations, an advisory Review Board shall be created and utilized. The Review Board will be compiled and organized by the Association and will consist of at least one standing support staff member from each of the following departments/job categories: Property Services, Food Services, Clerical, and Paraeducators. Of the members, at least two will be from the Essex Junction School District and at least two will be from the Essex Union High School District #46. One member of the Review Board shall be designated as the standing speaker for the board. All standing members shall receive training from the Superintendent (and/or designee) about the grade placement determination process before serving as a Review Board member.

The Superintendent shall establish a procedure(s) in which to seek input/feedback from the Review Board prior to making a determination related to a change in grade placement of an existing position or change in job title. The Review Board shall be advisory in nature and shall not be granted any authority in decision making. Except as expressly and specifically modified or limited by the written provisions of this Agreement, the Superintendent shall retain all rights and authorities to determine grade placement, to transfer and control employee work assignments, to reassign employees, to modify job descriptions and titles, and other board rights as provided under Article IV, 4.6 and 4.8. The decision of the Superintendent related to grade placement and/or job titles of positions shall be final.

### ARTICLE V

#### EMPLOYEE RIGHTS/CONDITIONS OF EMPLOYMENT

#### 5.1 Employee Representation:

- A. Whenever an employee is required to appear before the Superintendent or the Committee, with respect to any matter which could adversely affect the continuation of the employee's employment, the employee shall be entitled to Association representation provided such representation does not unduly impede the scheduling of the meeting.
- B. Whenever an employee is required to meet with his/her supervisor regarding the discipline of the employee, the employee shall be entitled to Association representation provided such representation does not unduly impede the scheduling of the meeting. It is understood that this requirement shall not apply to meetings regarding such issues as the evaluation and supervision of employees.

#### 5.2 Job Postings:

Employees will be informed of all job openings within the bargaining unit. Should a vacancy occur within the bargaining unit, either through the creation of a new position, or a vacancy in an existing position, the vacancy will be posted in a conspicuous place within each school building. A copy of said notice shall be provided to the Association President. Members of the bargaining unit who apply for said openings will be considered for voluntary transfer into said position, along with the applications of any other individuals who apply for said position.

5.3 Layoff:

In the event that the Committee determines, for any reason, it is appropriate to reduce or eliminate a bargaining unit position such an action shall constitute a "layoff" and shall be effectuated as provided herein. Regardless of job listings and groupings below, bargaining unit positions are limited to those defined in Article II, 2.2, 2.3 and 2.4. Except as otherwise provided herein, employees will be laid off based upon the application of seniority within the "job classification titles" and "job families" noted below. Within each job family, the employee who is laid off shall be the individual with the lowest seniority in a job classification grade which is less than or equal to the grade of the job classification title which is actually being reduced or eliminated. An employee who holds a job classification grade which is higher than the grade of the job classification title which is being reduced/eliminated shall not be laid off regardless of seniority. Seniority shall not be accrued by an employee for jobs or positions worked on an "as needed" or temporary basis.

	<u>Job Family</u>	<u>Job Classification Title &amp; (Grade)</u>
1.	Library/Media	Library Assistant - ADL (6), Library Assistant - Elementary (5).
2.	Office Support	ADL Student Database Manager-Registrar (8), Staff Assistant (8), Administrative Assistant (7), School Secretary 2 (7), School Secretary 1 (6)

Individuals in the following job classification titles shall be laid off with consideration given to qualifications, past performance and seniority. Prior to notice of lay-offs, the Board will consult with the Association:

- i. Mainstream Teaching Assistants (6)
  - ii. Social Support Coordinator (9)
  - iii. Individual Assistant (8)
  - iv. Interventionist (9)
  - v. Healthcare Assistant (9)
- B. It is understood that the application of Sections 5.3 and 5.4 may result in employees having assignments that are split between job classification titles and/or job families. For purposes of seniority-based layoffs, an employee who has a regular split assignment within the same job family shall be considered to hold the job title having the higher grade.
- C. Seniority shall be defined as an employee's most recent period of continuous employment with the District in a bargaining unit position. Time spent on unpaid leaves of absence or layoff shall not be counted for seniority purposes, however, such time shall not count as a break in service.
- D. Layoff will require a fourteen (14) calendar day notice.
- E. Mandatory (involuntary) transfer to a lower level position for reasons other than inadequate job performance (example, elimination of the current position) will normally be treated as a lateral transfer if the movement is simultaneous to a vacancy and during the school year. In such circumstances, the employee will retain his/her present rate and step, but his/her pay grade and job title will be changed to reflect the new position. Subsequent pay increases will be consistent with the agreement for all EJEAS Support Staff. However, in the event that the employee is promoted to a position, up to the level of the original position, the employee will not be subject to a pay increase at that time. A recall to a lower level position will not be considered a transfer.

5.4 Recall Rights:

An employee who has been laid off from a bargaining unit position shall retain the right to be recalled to a bargaining unit position for a period of one (1) year from the date the layoff became effective. Employees who were laid off based upon seniority will be recalled in seniority order to any position with a job classification grade which is equal to or lesser than the grade of the job classification title from which the employee was laid off, within the same job family from which the employee was laid off. Employees who were laid off without regard to seniority shall be recalled to any position for which the District determines he/she is qualified. If an employee is recalled into a position other than the one in which the employee was laid off, the employee shall be paid at the corresponding rate of the position in which s/he is recalled. Notice of recall shall be provided in writing to the individual's last known mailing address. The individual must respond and be available for work within fourteen (14) calendar days of receipt of said notice or he/she shall forfeit all recall rights.

5.5 Physicals:

If the Committee requires an employee to have a physical examination, the Committee shall pay for such examination. The examination shall be with the physician of the employee's choice from a list of physicians consisting of male and female physicians to be determined by the District. In the case of a second opinion, the examination shall be with a physician of the Committee's choice.

5.6 Job Descriptions:

Job descriptions for each bargaining unit position shall be developed by the Committee. Each employee shall be provided with a copy of his/her description at the time of employment. Job descriptions shall be reviewed biannually by the Committee or the Committee's designee. The Board shall provide an employee a copy of his/her job description following any revision by the Board. Employees who are required to lift or carry any objects which weigh in excess of 75 pounds as a regular and routine part of their employment shall be so notified.

5.7 Personnel Files:

- A. No material derogatory to an employee's conduct, service, character, or personality will be placed in the employee's personnel file unless the employee had an opportunity to review said material. The employee shall acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature does not indicate agreement with the content thereof. The employee will also have the right to submit a written response to such material and said response will be reviewed by the administration and included in the employee's personnel file.
- B. Once every two (2) school years, an employee may request the removal of documents from his/her personnel file, which he/she believes are obsolete or otherwise inappropriate for retention. Such request shall be submitted to the Superintendent in writing and the Superintendent may grant or deny such request, in whole or in part, at his/her discretion.
- C. Upon reasonable request and during non-working time, an employee may review the contents of his/her personnel file, excluding references, and may receive a copy of such documents, at his/her expense. An Association representative may accompany an employee during such review.

5.8 Probation:

During the first sixty-five (65) employment days worked with the District, an employee shall be on probationary status. During such period of time, the employee may be disciplined or discharged at the discretion of the District and such action shall not be subject to the grievance procedure of this Agreement.

5.9 Just Cause:

Except for during the probationary period outlined in Article V, 5.8, an employee shall not be disciplined, suspended or discharged without just cause.

5.10 Suspension and Discharge:

Consistent with Section 5.9 above, the District shall have the right to suspend or discharge an employee for the violations defined by, but not limited to, the following, as they relate to the employee's position in the District:

- A. Dishonesty (e.g., theft, falsification of records, etc.).
- B. Insubordination, including, but not limited to, willful violation of District Policy or procedure.
- C. The use of abusive, obscene, profane, harassing or threatening and/or intimidating language, gestures, behavior, etc. to fellow employees, Committee members, students, parents and/or community members.
- D. Being under the influence of, in possession of, distributing, or consuming alcohol or drugs (illegal or non-prescribed) while on District premises, including distribution of tobacco products to minors.
- E. Gross negligence in the performance of assigned duties and responsibilities.
- F. Excessive absenteeism or tardiness.
- G. Willful damage, destruction or misuse of District property.
- H. Fighting while on District property.

5.11 Employment:

Consistent with all other terms of this Agreement, school year employees shall be re-employed by the District for successive fiscal years unless otherwise notified as provided herein. Such employees will indicate their intent to return to the District by June 1 using a form provided by the District.

5.12 Complaints:

Any complaint used to discipline an employee shall be reduced to writing, and shall be promptly investigated and brought to the attention of the employee. This shall not limit the right of the District to provide comments to employees regarding performance.

5.13 Equipment/Training:

The Committee shall provide the equipment necessary to employees; along with training for all such equipment, for all work which they are requested or required to perform by any supervisor(s).

5.14 Work Breaks:

- A. Each employee shall be entitled to one (1) fifteen (15) minute paid work break per day. Said break will be scheduled at the discretion of the District.
- B. With the exception of high school instructional assistants, each employee shall be entitled to a lunch period of one half (1/2) hour duration, to be scheduled at the discretion of the administration. With the exception of on-call employees, said lunch break shall be duty-free and unpaid. Should the lunch break be interrupted by work at the direction of the supervisor, said break shall be compensated. High school instructional assistants shall be entitled to a minimum of a twenty-two (22) minute duty-free unpaid break. Employees who are expected to be on-call during their lunch break shall be paid for said break. An employee shall be considered on call if his/her supervisor requires said employee to remain at his/her job post or other designated location during his/her lunch period in order to respond to emergencies and/or other work requests. Maintenance employees who are required, by their supervisor, to carry active beepers/radios/portable phones during their lunch break shall also be considered "on call".

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

6.1 Grievance:

A "grievance" is a claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of an express, written term of this Agreement.

6.2 Time Limits:

No grievance shall be considered valid unless it is submitted at Step 1 of the procedure herein within thirty (30) days of the first occurrence or the date the employee reasonably should have known of the first occurrence that gave rise to the grievance. Failure by the Grievant or the Association to adhere to these procedures within a specified time period shall terminate the grievance as null and void. Failure of the Committee or its representative to render a decision within a specified time shall be construed as a denial of the grievance and Grievant may proceed to the next step. For purposes of this Article, all "days" shall consist of weekdays (Monday through Friday) exclusive of legal holidays as defined by Title I VSA §371. Time periods specified in this Agreement may be extended by mutual agreement, in writing, between the Grievant and the Superintendent.

6.3 Representation:

The Grievant shall be entitled to Association representation at all steps of the grievance procedure. At no time shall the Grievant be represented by an administrative or supervisory official of the District.

6.4 Procedure:

Each grievance shall be submitted in writing, and shall include a statement of the issues being grieved as well as reference to specific provisions of the Agreement alleged to have been violated and the specific remedy sought. The Grievant shall retain the right to withdraw the grievance at any time or at any step of the grievance procedure. The grievance may be withdrawn at any level without establishing a precedent. Nothing contained within this grievance procedure shall be construed as limiting the right of an employee to discuss a complaint informally with his/her supervisor or having the dispute adjusted without the intervention of the Association, provided such adjustment is consistent with the terms of this Agreement. Should such informal process fail to resolve the grievance, the procedures set forth below shall be initiated:

Step 1 The Grievant shall present the grievance in writing to his/her direct supervisor within thirty (30) days of the first occurrence or the date the employee should have known of the first occurrence that gave rise to the grievance. A copy thereof, shall at the same time, be filed with the Superintendent and the Association. The supervisor shall schedule a meeting with the Grievant to take place within five (5) days of the supervisor's receipt of the grievance. The supervisor shall provide the Grievant with a written response within five (5) days after said meeting. Such answers shall include the reason(s) upon which the decision is based.

Step 2 If the grievance is not resolved at Step 1, the Grievant may appeal the grievance to the Superintendent within five (5) days of grievant's receipt of the supervisor's decision together with written reason(s) for the grievant's dissatisfaction with the decision of the supervisor. A copy thereof shall at the same time be filed with the Association. The Superintendent shall schedule a meeting with the Grievant to take place within five (5) days of receipt of said appeal. The Superintendent shall provide a written response to the Grievant, which shall include the reason(s) upon which the decision is based, within ten (10) days of said meeting.

Step 3 If the grievance is not resolved at Step 2, the Grievant may, within five (5) days of receipt of the Superintendent's written response, forward the grievance in writing to the Chairman of the Committee,

together with written reasons for the grievant's dissatisfaction with the Superintendent's decision and remedy sought. Within fifteen (15) days of receipt of the appeal, the Committee shall schedule a meeting with the Grievant to hear the basis for the grievant's dissatisfaction with the Superintendent's decision. Within ten (10) days of said meeting, the Committee shall provide a written decision to the Grievant, with copies provided to the Association. Such decision shall include the basis for the Committee's decision.

Step 4

If a grievance is not resolved at Step 3; the Association may, within ten (10) days of the deadline for receipt of the Committee's decision, demand binding arbitration of the grievance. Such demand shall be in writing and sent to the Superintendent and shall include the reasons for the grievant's dissatisfaction with the Committee's decision and remedy sought. The arbitrator shall be determined by mutual agreement between the Committee and the Association. Should the parties be unable to agree upon the selection of an arbitrator within ten (10) days after the date of demand for arbitration the Association shall file its request for arbitration with the American Arbitration Association ("AAA") pursuant to the AAA's Voluntarily Rules. If arbitration is not requested within the time period set forth herein, the grievance shall be deemed resolved pursuant to the Committee's decision.

- 6.5 The arbitrator's authority shall be limited to interpreting and applying the express written provisions of this Agreement and he/she shall have no power to add to, subtract from, alter, disregard or modify any such provisions. The arbitrator shall be limited to the matters raised by the parties.
- 6.6 The expenses of the arbitrator's services shall be borne equally by the Committee and the Association; however, each party shall be responsible for compensating its own representative and witnesses. If either party desires a transcript of the arbitrator then that party shall bear the full cost of said transcript, including the cost of providing a copy to the other party.
- 6.7 No reprisals will be taken by the Committee or the Association against any person because of his/her participation in this grievance procedure.
- 6.8 The Committee and the Association will cooperate in the investigation of any grievance and will furnish each other with any information requested which is established to be pertinent to the processing of the dispute presently being grieved.
- 6.9 A grievance may be withdrawn or settled at any level without establishing a precedent.
- 6.10 Students who are minors shall, under no circumstances, be involved in the grievance meetings noted above unless written consent from a parent and/or legal guardian is filed with the Superintendent at least one day prior to said meeting. The parent and/or legal guardian may be present at such meeting.

**ARTICLE VII**  
**LEAVES OF ABSENCE**

7.1 Sick Leave:

- A. Full-time employees shall be entitled to paid leave for absences due to personal illness and physical disability, including disabilities connected with or resulting from pregnancy, as set forth herein. When a disability can be foreseen, as in the case of elective surgery and pregnancy, the employee shall notify his/her supervisor and the Human Resource Director of the expected commencement date of the sick leave as soon as this date is determinable. The administration may request a medical certification to verify any illness or disability, and may withhold the use of sick leave until such is received.
- B. Each full-time twelve-month employee shall be allowed twenty (20) days of sick leave each contract year, cumulative to one hundred eighty (180) days.
- C. Each full-time school-year employee shall be allowed fifteen (15) days of sick leave each school year, cumulative to one hundred twenty (120) days.
- D. In the case of an immediate family member with a "serious health condition" as defined under the Family Medical Leave Act, the employee may use up to 30 days of available and accrued sick leave per 12-month period, not to exceed 30 days of paid leaves per year (including all leave sources provided under Article VII) for this purpose. The 12-month period used for this purpose shall be consistent with the 12-month period used for the purposes of determining leave under the Vermont Parental and Family Leave Law (VPFL). For purposes of this section, immediate family member shall be defined as the employee's spouse, child, stepchild, foster child, ward who lives with the employee, parent or parent-in-law. In order to access leave under this section, the employee must provide medical certification of a serious health condition on a form provided by the superintendent.
- E. Workers Compensation. In the event an employee is absent due to a work-related disability and receives workers' compensation benefits (as defined under 21 VSA §601-710) said employee shall utilize his/her available accrued paid sick leave (as provided under Article 7.1) for up to the duration of the approved absence at a rate of one half day of leave for each day of absence. During the period in which the employee has available accrued sick leave, said employee shall continue to receive his/her full contracted wages while s/he is receiving disability benefits under the Workers' Compensation Statutes, and said employee shall reimburse the District for any and all disability benefits received under the Workers' Compensation Statutes, except that school-year employees shall not be required to reimburse the District for Workers' Compensation benefits accrued during the school summer vacation

Employees shall reimburse the District by signing over the Worker's Compensation checks directly to the District within two (2) weekdays of receipt of the Workers' Compensation check if medically feasible. The use of available and accrued paid sick leave under this provision is conditioned upon timely receipt of reimbursement. Failure to reimburse the District under this provision shall be considered just cause for employment action up to and including discharge, and shall result in the restriction of paid sick leave.

For as long as the employee is utilizing paid sick leave and/or is covered under the Family and Medical Leave Act (FMLA) or the Vermont Parental and Family Leave Law (VPFL), said employee shall retain his/her coverage on the District medical, dental and life insurance plans (if participating at the time of the disability) to the extent provided under applicable master agreement or individual employment contract, subject to the eligibility requirements and other rules and provisions of the individual carrier. Once the employee exhausts his/her available accrued sick leave and/or leave under FMLA/VPFL (if applicable), said employee shall have the right to continue his/her medical and/or dental coverage at his/her own expense under COBRA.

- F. All sick leave entitlements shall be pro-rated for new employees depending on their actual start date within the contract year.

G. Carry-over sick leave days will be utilized before the current year's entitlement.

7.2 Vacation:

Regular full-time twelve month employees shall be entitled to paid vacation days according to his/her current year of employment as set forth below:

<u>Period of Employment</u>	<u>Days of Vacation</u>
0-6 months <sup>1</sup>	0 days
7-12 months <sup>1</sup>	1 day per month
1 <sup>st</sup> thru 4 <sup>th</sup> contract years	10 days
5 <sup>th</sup> thru 10 <sup>th</sup> contract years	15 days
11 <sup>th</sup> contract year	16 days
12 <sup>th</sup> contract year	17 days
13 <sup>th</sup> contract year	18 days
14 <sup>th</sup> contract year	19 days
15 <sup>th</sup> contract year	20 days
30 <sup>th</sup> contract year	25 days

Vacation requires approval by the immediate supervisor and should be arranged at least one (1) week in advance by the employee with his/her immediate supervisor. Vacation is non-cumulative. However, up to (3) days may be carried over from one year to another upon approval of the immediate supervisor and the Human Resource Director. In extreme circumstances, the Human Resource Director can approve additional carry over days. Requests to carry-over vacation must be made in writing prior to the start of the new contract year and must be signed by both the immediate supervisor and the Human Resource Director.

Vacation will be pro-rated in the event an employee does not complete a contract year. When an employee leaves the district he/she will be reimbursed for any unused accrued vacation time provided a minimum two week notice was provided. The Superintendent may waive the two-week notice requirement at his/her discretion. Upon separation of employment, vacation will be accrued at a rate of 1/12 of the total annual leave entitlement for each full-month completed. If it is determined that an employee has overused accrued vacation leave upon separation, he/she must reimburse the district for such.

Full-time twelve-month employees who have perfect attendance for one (1) year will be granted one (1) floating vacation day. Full-time twelve month employees who are absent one (1) day will be granted one-half (1/2) a floating vacation day. For purposes of this section, perfect attendance shall be defined as a full contract year in which the employee utilizes no sick nor emergency/family leaves and takes no leave without pay. Requests to be granted an additional half or full floating vacation day must be submitted to the Human Resource Director in writing on or before August 1<sup>st</sup> of the new contract year.

7.3 Unpaid Leave:

At the discretion of the Superintendent and/or his/her designee, an employee may be granted an unpaid leave of absence. An employee on a Superintendent approved leave of absence for a full school year shall, on or before March 1 of the year of said leave, notify the Superintendent, in writing, of his/her intention to return the school year following said leave of absence. Failure to give such notice shall constitute a presumption that said employee has resigned. Up to one consecutive week of unpaid leave per year for full time 12 month employees may be granted at the sole discretion of the supervisor for so long as such unpaid leave does not require or incur overtime or the hiring of a substitute(s). The decision is non-grievable and non-precedent setting. Such unpaid leave shall be limited to one cumulative week per year.

7.4 Holidays:

---

<sup>1</sup> Only applies to the first partial year of employment if hired after July 1 of any contract year.

Full-time twelve-month employees shall be entitled to eleven paid holidays as set forth below. If a holiday specified below falls on a school day (or the two week period immediately preceding the start of school), an alternative "floating holiday" will be assigned and scheduled at the discretion of the Superintendent. An alternative schedule to the assigned "floating holiday" may be approved at the discretion of the supervisor, and may not be used before the official date of the holiday.

New Year's Day	Washington's Birthday	Town Meeting Day	Memorial Day
Independence Day	Bennington Battle Day	Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving	Christmas Day	

#### 7.5 Personal Leave:

Each full-time school year employee shall be entitled to three (3) personal leave day per school year. Each full-time twelve-month employee shall be entitled to five (5) Personal Leave days. Personal Leave shall be allowed for the following reasons:

- For religious purposes
- To participate in preschool or school activities, such as parent teacher conferences, which are directly related to the academic educational advancement of the employee's child, stepchild or ward who lives with the employee;
- For the death of a close friend or relative not listed in 7.6 below;
- To conduct other legal, business, or personal matters, which cannot reasonably be conducted outside working hours.

Requests for Personal Leave must be submitted to and approved by the immediate supervisor. Personal Leave days may not be used as vacation days (including travel to and from vacation). Personal Leave is non-cumulative. Personal leave is pro-rated for new employees.

#### 7.6 Bereavement Leave:

Each full-time employee shall be allowed up to five (5) days paid leave of absence per incident, for a death in the immediate family. For purposes of this section, immediate family will be defined as the employee's: spouse/civil union partner, children, parents, siblings, grandparents, grandchildren, son/daughter-in-law, father/mother-in-law, brother/sister-in-law, or a member of the immediate household.

#### 7.7 Emergency/Family Leave:

Each full-time employee shall be allowed up to five (5) days of paid Emergency/Family leave each year. Emergency/Family leave can be used for the following reasons:

- To attend or to accompany the employee's child, stepchild, foster child or ward who lives with the employee, or the employee's parent, spouse/civil union partner, siblings, parent-in-law or member of the employee's household to medical or dental appointments, or other appointments for professional services related to their care and well being;
- To attend to the medical needs (injury or illness) of the employee's child, stepchild, foster child, or ward who lives with the employee of the employee's parent, spouse/civil union partner, sibling, parent-in-law or member of the employee's household;
- For household situations requiring immediate, emergency action (e.g. Fire, flooding) at the discretion of the immediate supervisor.

Emergency/Family leave shall be deducted from current or accumulated sick leave and shall be non-cumulative from year to year. Emergency/Family Leave is pro-rated for new employees.

#### 7.8 School/District Closings:

If an employee schedules leave (i.e. vacation, personal, sick, etc.) and the school closes (for school-year employees) or the district closes (for 12-month employees) due to weather or an emergency, the employee will not be charged with that leave time.

7.9 Jury Duty:

Employees called to report for jury duty must submit the court's request to their immediate supervisor. At the employee's discretion, the employee shall be compensated for his/her regular work time while serving on jury duty. If the employee is compensated for his/her regular work time, any payment received from the court for jury duty services shall be forwarded to Payroll at the Central Office. If an employee is released from jury duty before or during his/her scheduled work shift, he/she must report to work to complete the remainder of said shift.

School year employees will not be paid regular wages for jury duty performed during non-school days. School Year Employees will attempt to defer jury duty service to non-school days.

7.10 Resignation:

All leave entitlements are accrued throughout the contract year. If an employee separates from employment during the contract year and it is determined that said employee has overused his/her accrued leave entitlement, the district will deduct the overused leave from the employee's final paycheck or seek reimbursement. With the exception of accrued vacation leave, unused leave days will not be payable to the employee upon separation of employment.

If an employee voluntarily resigns before the end of the contract year, a minimum two week notice is expected from the employee to provide the employer with adequate time to find and train a suitable replacement. All resignations should be in writing and issued to both the immediate supervisor and the Human Resource Director. The written resignation should include the employee's last day of work. During said notice period, the employee may not utilize accrued paid leave entitlements unless approved by the Human Resource Director, whose approval should not unreasonably be withheld.

**ARTICLE VIII**

**COMPENSATION**

8.1 Wages:

The wage rates for all employees shall be as set forth in the appendices attached hereto. Step placement of new hires on the salary schedule shall be at the discretion of the Superintendent with the following limitations:

- a. Step placement of the new hire must be within the first two Quartiles of the salary schedule; and,
- b. Step placement of new hires within the second quartile is limited to positions within grades 7 through 11; and,
- c. If placed within the first quartile, the new hire cannot be placed at a higher step than an existing employee within the same job family and pay grade (or within the same job title if no job family) with the similar education and years of related experience; and,
- d. If placed within the second quartile, the new hire cannot be placed at a higher step than an existing employee within the same job family and pay grade (or within the same job title if no job family).

Upon request, the District will provide the Union with a report once per quarter, of the names, hourly wage rate, experience and education of employees hired above step one.

8.2 Direct Deposit:

Employees must complete a direct deposit form for the purpose of authorizing automatic deposit of the employee's paycheck into the employee's personal checking or savings account prior to commencement of services with the

district. It is the employee's responsibility to inform the Payroll Office of the Superintendent of any changes in account and/or financial institutions.

### 8.3 Overtime:

- A. Eligibility for overtime payment shall be based upon working hours. Employees normally shall be compensated at the rate of one and one half (1 ½) times his/her basic straight hourly rate for all hours worked in excess of forty (40) hours in any one week and for all hours worked on Saturdays, Sundays, and Holidays. For employees who work within both the Essex Union High School District and Essex Junction School District during the same workweek, paid hours will be combined in calculating overtime. In this circumstance, it will be the employee's responsibility to provide a copy of both time sheets (one for each district) to their primary district to assure proper overtime payment. Overtime shall require prior approval from the immediate supervisor.
- B. When a second pay category applies, a weighted average rate per Federal Regulation (Citation No. 7787.115) will be used to calculate overtime.
- C. Call-in Pay: Any employee called in to work overtime shall be guaranteed a minimum of two (2) hours pay.

### 8.4 Retirement:

All eligible employees may, on a voluntary basis, participate in the CCSU Tax-Sheltered Annuity Plan ("Plan") by making elective salary deferrals into the Plan. Employer matching and nonelective (base) contributions are also available under the Plan to eligible employees. Eligibility, contribution levels and other terms and conditions of the Plan shall be defined in the most recent amended and restated Plan Document. The Plan Document amended and restated effective 1/1/2009 states the following related to eligibility and contribution levels for the employer matching and base contributions (the list is not all inclusive):

1. The employee has completed two consecutive Years of Service without a Break in Service; and,
2. An employer nonelective contribution equivalent to 3% of compensation shall be made by the District for all eligible employees whether or not the employee elects to make salary deferrals into the Plan. An employer matching contribution of up to 3% shall also be made by the District for those employees who elect to make salary deferrals into the Plan.

The most recent Plan Document shall govern all related terms and conditions. Subject to the above referenced eligibility requirements, the District shall prepare, administer, and amend necessary Plan Documents. The District shall consult with the Association prior to making any adjustments to the employer nonelective contribution. A Summary Plan Description shall be made available to eligible employees upon request. In any matter of interpretation, the Plan Document and/or IRS ruling will govern.

### 8.5 Mileage:

An employee who utilizes his/her personal vehicle for District business, as authorized by the District, shall be reimbursed for mileage at the IRS approved rate.

### 8.6 Insurance:

- A. Coverage: The Committee agrees to provide insurance coverage for each eligible employee, subject to the eligibility requirements of the individual carrier, as set forth in this Article. Said insurance coverage shall be provided with the recognition that the Committee shall be held harmless for any and all cost or claims in the event that the insurance carrier denies coverage of such claim.
- B. Medical: – All regular full-time twelve month and regular full-time school year employees and their eligible dependents may elect to participate in the District's group health insurance plan. Effective July 1, 2011, participating employees shall contribute six percent (6%) of the premium cost of the Dual Option Plan.

Effective July 1, 2012, participating employees shall contribute six and three quarters percent (6.75%) of the premium cost for this Plan. Effective July 1, 2013, participating employees shall contribute seven and a half percent (7.5%) of the premium cost for this Plan. All participating employees hired after June 30, 2011 shall contribute eight percent (8%) of the premium cost for this Plan immediately upon hire.

In addition to the VEHI Dual Option Plan noted above, the District shall also offer the VEHI Comprehensive Plus 1000 Plan (Managed Parity). Participating employees shall contribute three percent (3%) of the premium cost of the Comprehensive Plus 1000 Plan. The Board shall also reimburse participating employees for deductible costs for this plan up to \$1,000 for single coverage, \$2,000 for two person and family coverage. The District shall continue to offer the Blue Cross/Blue Shield JY-MB Managed Parity (Plan B Managed Parity) for employees who are enrolled in this plan as of June 30, 2010. For the JY-MB Plan the District's contribution towards premium costs shall be limited to an amount equal to the District's premium costs for the VEHI Dual Option Plan noted above

Employee contributions toward the premium cost of health insurance shall be paid by automatic payroll deductions. The district will sponsor an IRS Section 125 Cafeteria Plan exclusively for this purpose. The Association agrees to accept coverage equivalent to the above Blue Cross Blue Shield coverage. Any change in carrier shall be made with the consent of the Association, which consent shall not be unreasonably withheld.

- C. Cash in Lieu of Insurance: Eligible employees, who are currently participating in our group medical insurance program and who elect not to participate in our medical insurance program, will receive **\$1,000.00 cash in lieu of insurance** (regardless of which plan he/she would have elected). Such opportunity will be made by annual employee election upon acceptable proof of other existing insurance, and may be revoked if personal circumstances change subject to the limitations of the carrier. The Superintendent and/or his/her designee, shall determine what constitutes acceptable or unacceptable proof of insurance. The election year shall be defined as July 1 through June 30. Elections must be made by June 1 of the previous election year.

Such program will be managed by a Cafeteria Plan. Payment will be made in either one interval (paid in June) or two intervals (paid in December and June) during the year, per the employee's election. An employee so electing payment in lieu of insurance who then seeks to reverse his/her decision during the health plan benefit year may do so subject to the limitations of the carrier. Prior to such enrollment, such employee shall make pro-rated restitution to the District of any payment(s) in lieu of. Such restitution shall be made in a single payment (not through payroll deduction).

New employees who are also eligible for insurance will also be offered this option (on a pro-rated basis if working a partial election year). Deadline for election for new employees shall be the first of the month following date of hire. This cash in lieu of insurance option is not available to employees who are enrolled as a dependent of another employee within the Chittenden Central Supervisory Union districts.

- D. Dental: The Committee agrees to hold, at no cost to the employees, a master policy for a dental insurance plan for all regular full-time twelve month and regular full-time school year employees and their dependents, which is approved by the EJE and the school district. This "District Plan" coverage shall be as follows:

Class I, Preventative	100%
Class II, Basic	80%
Class III, Major	60%
Class IV, Orthodontia	60%
Deductible amount	\$25 (\$75 family)

Effective 7/1/2000, the District agrees to hold a self-insured dental plan. The District Plan coverage shall be as follows:

Class I, Preventative	100%
Class II, Basic	80%
Class III, Major	60%
Class IV, Orthodontia	60%
Deductible amount	\$25 (\$75 family)

Maximum Benefit:

Class I, II, III Combined	Calendar Year Maximum	\$1,000.00
Class IV	Lifetime Maximum	\$1,000.00

Eligibility requirements of the dental plan shall be consistent with the health insurance eligibility standards.

- E. Life: The Committee agrees to provide and pay the cost of a group term life insurance policy for each eligible employee in the amount of twenty-five thousand dollars (\$25,000) for regular full-time twelve-month employees, and fifteen thousand dollars (\$15,000) for regular full-time school year employees.
- F. Reimbursement: A school-year employee who signs a contract to return the subsequent school year and fails to fulfill his/her obligation shall be required to reimburse the district for medical, dental and life insurance premiums paid on their behalf for the months of July and August. A release from the employee's contract shall not be granted until such reimbursement has been paid in full. The Superintendent retains the right to waive the reimbursement requirement at his/her discretion.

8.7 Longevity:

After a full-time twelve month employee has been employed by the District for fifteen (15) consecutive years, he/she will receive a four hundred (\$400) dollar per year salary adjustment for each of the next (5) years. This amount will be increased to five hundred dollars (\$500) beginning on the 21<sup>st</sup> year, for the next five (5) years, and then increased to six hundred dollars (\$600) for each year thereafter. The above (longevity salary adjustment) applies to full year employees who work fifty-two (52) weeks a year and at least thirty-five (35) hours per week. If an employee is hired on or before December 1 of a contract year, that partial year shall be counted in computing consecutive years. If an employee is hired after December 1 of a contract year, the partial year shall not count towards consecutive years.

8.8 Tuition Reimbursement:

For Each full-time employee the district shall pay for courses, workshops, seminars, conferences, or other training (hereinafter "courses") which are job sensitive to the employee's work and are approved by the immediate supervisor and the Human Resource Director. Payment or reimbursement under this article is limited to the value of three credits at the current year's fall University of Vermont in-state rate. Employees who do not use their full tuition reimbursement allotment during the contract year may carry that allotment into the next contract year. No employee, however, shall be entitled to reimbursement for more than the value of six (6) credits in one school year. No unused credits from years other than the prior year may be used. An employee may request prepayment for courses, which have been approved by the District. Monies advanced to the employee shall be considered advanced under a loan agreement. If the employee drops the course or fails to obtain a grade of "B" or better, s/he shall repay the District within sixty (60) calendar days of such notification.

Full-time employees may use up to \$600.00 of their Tuition Reimbursement allotment for fees related to pre-approved, Superintendent endorsed participation in the Peer Review Alternative License Program. Should the pre-approved employee fail to receive VT State licensure with the educator endorsement sought through this program within one year from date of application s/he must reimburse the district the full cost of the expenses paid on his/her behalf. The Superintendent may authorize an employee to utilize more than \$600.00 of their tuition reimbursement allotment for purposes of covering fees related to Peer Review at the Superintendent's discretion.

8.9 Third Shift Premium:

Effective 1/1/2001, those individuals whose work shift begins on or after 10:30 p.m. shall receive a shift premium of an additional \$0.50/hour above their regular hourly rate. Said shift premium does not apply to call-in hours.

8.10 Payroll Schedule:

The Committee shall have the discretion to change the payroll schedule of employees to assure that employees are paid for work time after the time is worked. This includes the use of time sheets by all employees. Should the Committee decide to pay teachers, administrators, or non-union employees prior to a holiday or vacation, when the regular payday is scheduled, employees covered by this Agreement will be included.

**ARTICLE IX**  
**SEVERABILITY**

9.1 If any provision of this Agreement or any application of this Agreement to any employee or group of 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.

**ARTICLE X**  
**COMPLETE AGREEMENT**

10.1 This Agreement incorporates the entire understanding of the parties on all matters, which were the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement. Any established practices recognized under this Agreement will be cited in Appendices.

**ARTICLE XI**  
**NO STRIKE/NO LOCKOUT**

11.1 The Association and the Committee subscribe to the principle that differences should be resolved by peaceful and appropriate means without interruption to the school program. Therefore, during the life of this Agreement, the Association agrees that there shall be no strike, work stoppage, slow down, or other concerted refusal to perform work by the employees, nor any instigation thereof, and the Committee shall not engage in or permit any lockout of employees.

**ARTICLE XII**

**DURATION**

12.1 The provisions of this Agreement will be effective July 1, 2011 and shall continue and remain in full force and effect until June 30, 2014. Said Agreement shall automatically be renewed and continue in full force and effect for the additional period of one (1) year unless the provisions of Article III of this Agreement are invoked.

IN WITNESS WHEREOF, the parties hereto set their hands and seals.

FOR THE ASSOCIATION

FOR THE COMMITTEE

\_\_\_\_\_  
s/Association President

\_\_\_\_\_  
s/Committee Chair

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPENDIX "A"

WAGE RANGES

Grade	Job Classification Title	2011-12		2012-13		2013-14	
		Min.	Max.	Min.	Max.	Min.	Max.
Grade 3		\$12.04	\$16.92	\$12.25	\$17.21	\$12.46	\$17.51
Grade 4		\$12.53	\$17.60	\$12.75	\$17.91	\$12.97	\$18.22
Grade 5	Library Assistant-Elementary	\$13.02	\$18.29	\$13.24	\$18.60	\$13.47	\$18.93
Grade 6	Mainstream Teaching Ass't Library Assistant-ADL School Secretary I	\$13.53	\$19.01	\$13.76	\$19.33	\$14.00	\$19.67
Grade 7	Administrative Ass't School Secretary II	\$14.62	\$20.54	\$14.87	\$20.89	\$15.13	\$21.26
Grade 8	Staff Assistant/ADL Individual Assistant	\$15.59	\$21.90	\$15.86	\$22.28	\$16.14	\$22.68
Grade 9	Interventionist Healthcare Assistants Social Support Coordinator	\$16.75	\$23.53	\$17.04	\$23.94	\$17.34	\$24.36
Grade 10		\$17.81	\$25.02	\$18.12	\$25.46	\$18.44	\$25.91
Grade 11		\$18.79	\$26.40	\$19.11	\$26.85	\$19.44	\$27.31

**2011-2012 Support Staff Salary Schedule**

**APPENDIX "B"**

Step	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Step	
1	\$12.04	\$12.53	\$13.02	\$13.53	\$14.62	\$15.59	\$16.75	\$17.81	\$18.79	1	1st Quartile
2	\$12.22	\$12.72	\$13.22	\$13.73	\$14.84	\$15.82	\$17.00	\$18.08	\$19.07	2	
3	\$12.40	\$12.91	\$13.41	\$13.94	\$15.06	\$16.06	\$17.25	\$18.34	\$19.35	3	
4	\$12.58	\$13.09	\$13.61	\$14.14	\$15.28	\$16.29	\$17.50	\$18.61	\$19.64	4	
5	\$12.76	\$13.28	\$13.80	\$14.34	\$15.50	\$16.53	\$17.76	\$18.88	\$19.92	5	
6	\$12.94	\$13.47	\$14.00	\$14.54	\$15.72	\$16.76	\$18.01	\$19.15	\$20.20	6	
7	\$13.12	\$13.66	\$14.19	\$14.75	\$15.94	\$16.99	\$18.26	\$19.41	\$20.48	7	
8	\$13.30	\$13.85	\$14.39	\$14.95	\$16.16	\$17.23	\$18.51	\$19.68	\$20.76	8	2nd Quartile
9	\$13.48	\$14.03	\$14.58	\$15.15	\$16.37	\$17.46	\$18.76	\$19.95	\$21.04	9	
10	\$13.67	\$14.22	\$14.78	\$15.36	\$16.59	\$17.69	\$19.01	\$20.21	\$21.33	10	
11	\$13.85	\$14.41	\$14.97	\$15.56	\$16.81	\$17.93	\$19.26	\$20.48	\$21.61	11	
12	\$14.03	\$14.60	\$15.17	\$15.76	\$17.03	\$18.16	\$19.51	\$20.75	\$21.89	12	
13	\$14.21	\$14.79	\$15.36	\$15.97	\$17.25	\$18.40	\$19.77	\$21.02	\$22.17	13	
14	\$14.39	\$14.97	\$15.56	\$16.17	\$17.47	\$18.63	\$20.02	\$21.28	\$22.45	14	
15	\$14.57	\$15.16	\$15.75	\$16.37	\$17.69	\$18.86	\$20.27	\$21.55	\$22.74	15	3rd Quartile
16	\$14.75	\$15.35	\$15.95	\$16.57	\$17.91	\$19.10	\$20.52	\$21.82	\$23.02	16	
17	\$14.93	\$15.54	\$16.14	\$16.78	\$18.13	\$19.33	\$20.77	\$22.08	\$23.30	17	
18	\$15.11	\$15.73	\$16.34	\$16.98	\$18.35	\$19.57	\$21.02	\$22.35	\$23.58	18	
19	\$15.29	\$15.91	\$16.54	\$17.18	\$18.57	\$19.80	\$21.27	\$22.62	\$23.86	19	
20	\$15.47	\$16.10	\$16.73	\$17.39	\$18.79	\$20.03	\$21.52	\$22.89	\$24.15	20	
21	\$15.65	\$16.29	\$16.93	\$17.59	\$19.01	\$20.27	\$21.78	\$23.15	\$24.43	21	
22	\$15.83	\$16.48	\$17.12	\$17.79	\$19.23	\$20.50	\$22.03	\$23.42	\$24.71	22	4th Quartile
23	\$16.01	\$16.66	\$17.32	\$17.99	\$19.44	\$20.73	\$22.28	\$23.69	\$24.99	23	
24	\$16.19	\$16.85	\$17.51	\$18.20	\$19.66	\$20.97	\$22.53	\$23.95	\$25.27	24	
25	\$16.37	\$17.04	\$17.71	\$18.40	\$19.88	\$21.20	\$22.78	\$24.22	\$25.55	25	
26	\$16.56	\$17.23	\$17.90	\$18.60	\$20.10	\$21.44	\$23.03	\$24.49	\$25.84	26	
27	\$16.74	\$17.42	\$18.10	\$18.81	\$20.32	\$21.67	\$23.28	\$24.76	\$26.12	27	
28	\$16.92	\$17.60	\$18.29	\$19.01	\$20.54	\$21.90	\$23.53	\$25.02	\$26.40	28	
	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11		

2012-2013 Support Staff Salary Schedule

APPENDIX "C"

Step	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Step	
1	\$12.25	\$12.75	\$13.24	\$13.76	\$14.87	\$15.86	\$17.04	\$18.12	\$19.11	1	
2	\$12.43	\$12.94	\$13.44	\$13.97	\$15.09	\$16.10	\$17.30	\$18.39	\$19.40	2	
3	\$12.62	\$13.13	\$13.64	\$14.17	\$15.32	\$16.34	\$17.55	\$18.66	\$19.68	3	
4	\$12.80	\$13.32	\$13.84	\$14.38	\$15.54	\$16.57	\$17.81	\$18.94	\$19.97	4	1st Quartile
5	\$12.99	\$13.52	\$14.03	\$14.59	\$15.76	\$16.81	\$18.06	\$19.21	\$20.26	5	
6	\$13.17	\$13.71	\$14.23	\$14.79	\$15.99	\$17.05	\$18.32	\$19.48	\$20.54	6	
7	\$13.35	\$13.90	\$14.43	\$15.00	\$16.21	\$17.29	\$18.57	\$19.75	\$20.83	7	
8	\$13.54	\$14.09	\$14.63	\$15.20	\$16.43	\$17.53	\$18.83	\$20.02	\$21.12	8	
9	\$13.72	\$14.28	\$14.83	\$15.41	\$16.65	\$17.76	\$19.08	\$20.29	\$21.40	9	
10	\$13.90	\$14.47	\$15.03	\$15.62	\$16.88	\$18.00	\$19.34	\$20.57	\$21.69	10	
11	\$14.09	\$14.66	\$15.23	\$15.82	\$17.10	\$18.24	\$19.60	\$20.84	\$21.98	11	2nd Quartile
12	\$14.27	\$14.85	\$15.42	\$16.03	\$17.32	\$18.48	\$19.85	\$21.11	\$22.26	12	
13	\$14.46	\$15.05	\$15.62	\$16.24	\$17.55	\$18.71	\$20.11	\$21.38	\$22.55	13	
14	\$14.64	\$15.24	\$15.82	\$16.44	\$17.77	\$18.95	\$20.36	\$21.65	\$22.84	14	
15	\$14.82	\$15.43	\$16.02	\$16.65	\$17.99	\$19.19	\$20.62	\$21.93	\$23.12	15	
16	\$15.01	\$15.62	\$16.22	\$16.86	\$18.22	\$19.43	\$20.87	\$22.20	\$23.41	16	
17	\$15.19	\$15.81	\$16.42	\$17.06	\$18.44	\$19.67	\$21.13	\$22.47	\$23.70	17	
18	\$15.37	\$16.00	\$16.62	\$17.27	\$18.66	\$19.90	\$21.39	\$22.74	\$23.98	18	3rd Quartile
19	\$15.56	\$16.19	\$16.81	\$17.48	\$18.88	\$20.14	\$21.64	\$23.01	\$24.27	19	
20	\$15.74	\$16.38	\$17.01	\$17.68	\$19.11	\$20.38	\$21.90	\$23.28	\$24.56	20	
21	\$15.93	\$16.58	\$17.21	\$17.89	\$19.33	\$20.62	\$22.15	\$23.56	\$24.84	21	
22	\$16.11	\$16.77	\$17.41	\$18.09	\$19.55	\$20.86	\$22.41	\$23.83	\$25.13	22	
23	\$16.29	\$16.96	\$17.61	\$18.30	\$19.78	\$21.09	\$22.66	\$24.10	\$25.42	23	
24	\$16.48	\$17.15	\$17.81	\$18.51	\$20.00	\$21.33	\$22.92	\$24.37	\$25.70	24	
25	\$16.66	\$17.34	\$18.01	\$18.71	\$20.22	\$21.57	\$23.17	\$24.64	\$25.99	25	4th Quartile
26	\$16.84	\$17.53	\$18.21	\$18.92	\$20.45	\$21.81	\$23.43	\$24.92	\$26.28	26	
27	\$17.03	\$17.72	\$18.40	\$19.13	\$20.67	\$22.05	\$23.69	\$25.19	\$26.56	27	
28	\$17.21	\$17.91	\$18.60	\$19.33	\$20.89	\$22.28	\$23.94	\$25.46	\$26.85	28	
	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11		

**2013-2014 Support Staff Salary Schedule**

**APPENDIX "D"**

Step	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Step	
1	\$12.46	\$12.97	\$13.47	\$14.00	\$15.13	\$16.14	\$17.34	\$18.44	\$19.44	1	
2	\$12.65	\$13.16	\$13.67	\$14.21	\$15.36	\$16.38	\$17.60	\$18.72	\$19.73	2	
3	\$12.83	\$13.36	\$13.87	\$14.42	\$15.58	\$16.62	\$17.86	\$18.99	\$20.02	3	
4	\$13.02	\$13.55	\$14.08	\$14.63	\$15.81	\$16.87	\$18.12	\$19.27	\$20.31	4	1st Quartile
5	\$13.21	\$13.75	\$14.28	\$14.84	\$16.04	\$17.11	\$18.38	\$19.55	\$20.61	5	
6	\$13.39	\$13.94	\$14.48	\$15.05	\$16.26	\$17.35	\$18.64	\$19.82	\$20.90	6	
7	\$13.58	\$14.14	\$14.68	\$15.26	\$16.49	\$17.59	\$18.90	\$20.10	\$21.19	7	
8	\$13.77	\$14.33	\$14.88	\$15.47	\$16.72	\$17.83	\$19.16	\$20.38	\$21.48	8	
9	\$13.96	\$14.53	\$15.09	\$15.68	\$16.95	\$18.08	\$19.42	\$20.65	\$21.77	9	
10	\$14.14	\$14.72	\$15.29	\$15.89	\$17.17	\$18.32	\$19.68	\$20.93	\$22.06	10	
11	\$14.33	\$14.92	\$15.49	\$16.10	\$17.40	\$18.56	\$19.94	\$21.21	\$22.36	11	2nd Quartile
12	\$14.52	\$15.11	\$15.69	\$16.31	\$17.63	\$18.80	\$20.20	\$21.48	\$22.65	12	
13	\$14.70	\$15.30	\$15.89	\$16.52	\$17.85	\$19.05	\$20.46	\$21.76	\$22.94	13	
14	\$14.89	\$15.50	\$16.10	\$16.73	\$18.08	\$19.29	\$20.72	\$22.04	\$23.23	14	
15	\$15.08	\$15.69	\$16.30	\$16.94	\$18.31	\$19.53	\$20.98	\$22.31	\$23.52	15	
16	\$15.26	\$15.89	\$16.50	\$17.15	\$18.53	\$19.77	\$21.24	\$22.59	\$23.81	16	
17	\$15.45	\$16.08	\$16.70	\$17.36	\$18.76	\$20.01	\$21.50	\$22.87	\$24.11	17	
18	\$15.64	\$16.28	\$16.90	\$17.57	\$18.99	\$20.26	\$21.76	\$23.14	\$24.40	18	3rd Quartile
19	\$15.82	\$16.47	\$17.11	\$17.78	\$19.22	\$20.50	\$22.02	\$23.42	\$24.69	19	
20	\$16.01	\$16.67	\$17.31	\$17.99	\$19.44	\$20.74	\$22.28	\$23.70	\$24.98	20	
21	\$16.20	\$16.86	\$17.51	\$18.20	\$19.67	\$20.98	\$22.54	\$23.97	\$25.27	21	
22	\$16.38	\$17.06	\$17.71	\$18.41	\$19.90	\$21.22	\$22.80	\$24.25	\$25.56	22	
23	\$16.57	\$17.25	\$17.92	\$18.62	\$20.12	\$21.47	\$23.06	\$24.53	\$25.86	23	
24	\$16.76	\$17.44	\$18.12	\$18.83	\$20.35	\$21.71	\$23.32	\$24.80	\$26.15	24	
25	\$16.95	\$17.64	\$18.32	\$19.04	\$20.58	\$21.95	\$23.58	\$25.08	\$26.44	25	4th Quartile
26	\$17.13	\$17.83	\$18.52	\$19.25	\$20.80	\$22.19	\$23.84	\$25.36	\$26.73	26	
27	\$17.32	\$18.03	\$18.72	\$19.46	\$21.03	\$22.43	\$24.10	\$25.63	\$27.02	27	
28	\$17.51	\$18.22	\$18.93	\$19.67	\$21.26	\$22.68	\$24.36	\$25.91	\$27.31	28	
	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11		



## TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I - RECOGNITION	1
ARTICLE II - DEFINITIONS	1 - 2
ARTICLE III - NEGOTIATIONS	2
ARTICLE IV - ASSOCIATION AND COMMITTEE RIGHTS	2 - 4
ARTICLE V - EMPLOYEE RIGHTS/CONDITIONS OF EMPLOYMENT	4 - 8
5.1 Employee Representation	4
5.2 Job Postings	4
5.3 Layoff	5
5.4 Recall Rights	6
5.5 Physicals	6
5.6 Job Descriptions	6
5.7 Personnel Files	6
5.8 Probation	6
5.9 Just Cause	7
5.10 Suspension and Discharge	7
5.11 Employment	7
5.12 Complaints	7
5.13 Equipment/Training	7
5.15 Work Breaks	7 - 8
ARTICLE VI - GRIEVANCE PROCEDURE	8 - 9
6.1 Grievance	8
6.2 Time Limits	8
6.3 Representation	8
6.4 Procedure	8 - 9
ARTICLE VII - LEAVES OF ABSENCE	10 - 13
7.1 Sick Leave	10
7.2 Vacation	11
7.3 Unpaid Leave	11 - 12
7.4 Holidays	12
7.5 Personal Leave	12
7.6 Bereavement Leave	12
7.7 Emergency/Family Leave	12 - 13
7.8 School/District Closings	13
7.9 Jury Duty	13
7.10 Resignation	13
ARTICLE VIII - COMPENSATION	13 - 17
8.1 Wages	13
8.2 Direct Deposit	14

8.3	Overtime	14
8.4	Retirement	14
8.5	Mileage	14
8.6	Insurance	14 - 16
	A. Coverage	14 - 15
	B. Medical Insurance	15
	C. Cash-in-lieu of Insurance	15
	D. Dental Insurance	15 - 16
	E. Life Insurance	16
	F. Reimbursement	16
8.7	Longevity	16 - 17
8.8	Tuition Reimbursement	17
8.9	Third Shift Premium	17
8.10	Payroll Schedule	17
ARTICLE IX - SEVERABILITY		17
ARTICLE X - COMPLETE AGREEMENT		17
ARTICLE XI - NO STRIKE/NO LOCKOUT		17
ARTICLE XII -DURATION		18
ASSOCIATION/COMMITTEE SIGNATURES		18
APPENDIX "A" - WAGE RANGES		19
APPENDIX "B" – 2011-2012 SUPPORT STAFF SALARY SCHEDULE		20
APPENDIX "C" – 2012-2013 SUPPORT STAFF SALARY SCHEDULE		21
APPENDIX "D" – 2013-2014 SUPPORT STAFF SALARY SCHEDULE		22