

**AGREEMENT**

**BETWEEN**

**LITCHFIELD SCHOOL BOARD**

**AND**

**LITCHFIELD SUPPORT STAFF  
ASSOCIATION**

**JULY 1, 2022 – JUNE 30, 2025**

**Updated March 12, 2024**

## TABLE OF CONTENTS

		<u>Page</u>
	<b>Preamble</b>	4
<b>ARTICLE 1</b>	<b>Recognition</b>	4
<b>ARTICLE 2</b>	<b>Definitions</b>	4
<b>ARTICLE 3</b>	<b>Negotiations Procedures</b>	4
<b>ARTICLE 4</b>	<b>Management Rights</b>	4
<b>ARTICLE 5</b>	<b>Union Rights</b>	5
<b>ARTICLE 6</b>	<b>Grievance Procedure</b>	5
	Definition	5
	Informal Procedure	6
	Formal Procedure	6
<b>ARTICLE 7</b>	<b>Disciplinary Procedures</b>	7
<b>ARTICLE 8</b>	<b>Letter of Agreement</b>	8
<b>ARTICLE 9</b>	<b>Wages and Hours</b>	8
	Longevity	8
	Overtime	9
	Pay Periods	9
	Lunch	9
	Workers' Comp	9
	Minimum Custodial Staffing	9
	Custodian Schedules	9
	Additional Custodial Coverage	10
	Call Back	10
	Substitute Teaching	10
	Extended School Year	10
	Remote Instructional (or Blizzard Bag) Days	10
	Professional Development	10
	Coverage for Lead Custodians and Food Service Leads	10
	Additional Food Service Coverage	10
	Bus Monitoring	10
<b>ARTICLE 10</b>	<b>Insurance</b>	11
	Health Insurance	11
	Dental Insurance	11
	Life Insurance	11

	Long Term Disability	11
	Flexible Spending Accounts (FSAs)	11
<b>ARTICLE 11</b>	<b>Leaves and Holidays</b>	12
	Classifications	12
	Sick Leave	12
	Sick Bank	13
	Personal Leave	14
	Bereavement Leave	14
	Vacation	14
	Other Leave	15
	Holidays	15
	Jury Duty	15
	Military Leave	15
<b>ARTICLE 12</b>	<b>Dues and Deductions</b>	15
<b>ARTICLE 13</b>	<b>Reduction in Force</b>	16
<b>ARTICLE 14</b>	<b>Miscellaneous</b>	16
	Course and Workshop Reimbursement	17
<b>ARTICLE 15</b>	<b>Separability</b>	18
<b>ARTICLE 16</b>	<b>Duration</b>	19
<b>APPENDIX A1</b>	<b>Wage Schedules - Paraprofessionals</b>	20-21
<b>APPENDIX A2</b>	<b>Wage Schedules – Lead Custodians, Custodians And Grounds Maintenance</b>	22-23
<b>APPENDIX A3</b>	<b>Wage Schedules – Food Service</b>	24-25
<b>APPENDIX A4</b>	<b>Wage Schedules – Administrative Assistants and Receptionists</b>	26-27
<b>APPENDIX A5</b>	<b>Wage Schedules – Monitors</b>	28

## **PREAMBLE**

The Litchfield School Board (hereinafter “the School Board”) and the Litchfield Support Staff Association (hereinafter “the Association”) enter into the following Agreement.

## **ARTICLE 1 – RECOGNITION**

1.1 The School Board recognizes the Association as the exclusive bargaining representative of those Litchfield School District employees in the following classifications: administrative assistants, receptionists, instructional paraprofessionals/student assistants, food service leads, food service technicians, lunch monitors, library monitors, lead custodians, custodians and grounds maintenance employees.

## **ARTICLE 2 – DEFINITIONS**

Except as otherwise specified in this Agreement, the following terms shall have the following meanings:

2.1 “Employee” means a person holding a position in this bargaining unit.

2.2 “Days” means school days, except that when school is not in session during the summer months, it shall mean Mondays through Fridays excluding holidays.

## **ARTICLE 3 – NEGOTIATION PROCEDURES**

3.1 Negotiations for a successor agreement shall be conducted pursuant to N.H. RSA 273-A, Public Employees Labor Relations Law.

3.2 The Association will notify the School Board of its intent to negotiate no later than September 1 of the year before the expiration of this Agreement.

3.3 The cost for the services of the mediator and/or fact-finder including per diem expenses, if any, will be shared equally by the Board and the Association.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

4.1 The School Board, subject only to the express language of this Agreement reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign, non-renew and retain employees in positions within the School District; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not prohibited by RSA 273-A; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work or for other reasons; (g) to determine the methods, means, personnel and number of personnel by which operations are to be conducted; and (h) to take actions as may be necessary to carry out the mission of the District in emergencies.

4.2 Notwithstanding any other provision in this Agreement, the School Board may, at its discretion, contract with individuals, companies or agencies for services that otherwise would be performed by employees in this bargaining unit, and layoff the employees who previously performed those services; however, the Board will not contract out for the purpose of laying off employees in a classification.

4.3 The parties understand that the School Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term "law" as used above shall include, but not be limited to, regulations lawfully adopted by the New Hampshire State Board of Education.

4.4 As to every matter not covered by this Agreement, and except as expressly or directly modified by clear language of a specific provision in this Agreement, the School Board and the Superintendent retain exclusively to themselves all rights and powers that now or may hereafter be granted by law.

#### **ARTICLE 5 – UNION RIGHTS**

5.1 The Association may use school buildings, without cost, before and after school for meetings, provided there is no disruption of school activities. Requests for the use of buildings will be made in advance through the School Dude electronic system.

5.2 The Association may use employee mailboxes, copiers, computers, email system, internet, telephones and other similar school equipment for the purposes of conducting Association business, provided there is no disruption of school activities. The Association shall reimburse the School District for expendable materials. The Association shall comply with District policies and procedures for computer, email and internet usage. The Association acknowledges that the administration monitors District computer, email and internet usage and that employees and the Association shall have no expectation of confidentiality in such usage.

5.3 The Association may post notices of its activities and matters of employee concern on designated bulletin boards in employee eating areas and mailrooms.

5.4 Rights granted to the Association under this Article shall be exercised in a professional manner.

5.5 On or before January fifteenth (15th) of each year, the Association shall present in writing to the Board suggestions for the ensuing school year calendar. The Association will also be given an opportunity to provide input in instances where the school calendar may require or undergo modification during the school year. The Board shall have the right to establish the school calendar, and such action by the Board shall not be subject to the grievance procedure of the Agreement.

5.6 The Association shall be granted, at its request, a one-half hour meeting on the first work day of every school year.

5.7 The President of the Association or the President's designee shall be granted a total of three (3) days of paid leave per year for the purpose of conducting Association business. To be eligible for leave under this Section, written request shall be presented to the Superintendent or his/her designee.

#### **ARTICLE 6 – GRIEVANCE PROCEDURE**

6.1 **Definition.** A grievance is defined as a complaint, by an employee or group of employees that there has been a violation or misinterpretation of a specific provision of this Agreement, except that the following matters shall be excluded from the grievance procedure: (1) any matter for which a specific method of review is prescribed by law; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the School Board pertaining to its internal organization; (4) any matter which, according to law, is either beyond the scope of School Board authority or is limited to unilateral

action by the School Board alone; (5) a complaint concerning the contents of an evaluation of an employee's performance; (6) any matter listed in Article 4; (7) expiration of a letter of agreement, severance with 10 work days' notice, and expiration of an assignment; and (8) any matter which this Agreement states shall not be subject to the grievance process.

6.2 To be considered under this grievance procedure, a grievance must be filed in writing at Step 1 within 30 days of its occurrence or of when the employee knew or reasonably should have known of its occurrence.

6.2.1 Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits, shall permit the aggrieved employee to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits, shall be deemed to be acceptance of the decision rendered at this step.

6.2.2 During the pendency of any grievance, the employee shall continue to perform all assignments and observe all applicable rules.

6.3 **Informal Procedure.** Any employee who has a grievance first shall discuss it informally with his/her building principal or other supervising administrator, manager or director.

6.4 **Formal Procedure**

6.4.1 Step 1: If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth the grievance in writing to the principal or other designated administrator. The written grievance shall specify the nature of the grievance, the date of occurrence, the specific provisions in this Agreement that allegedly were violated, and the remedies sought. The principal or other designated administrator may communicate his/her decision to the employee in writing within five (5) days of receipt of the written grievance.

6.4.2 Step 2: If the grievance is not adjusted to the employee's satisfaction at Step 1, the grievance may be appealed to the Superintendent within five (5) days after receipt of the principal's decision or, if none, no later than five (5) days after the deadline for the principal to issue his/her written decision. The appeal to the Superintendent shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the principal and the principal's written decision. The Superintendent may communicate his/her decision in writing to the employee and the Association within ten (10) days after receipt of the appeal to the Superintendent.

6.4.3 Step 3: If the grievance is not resolved to the employee's satisfaction at Step 2, the employee shall notify the Association within five (5) days of receipt of the Superintendent's decision or, if none, within five (5) days after the deadline for the Superintendent to issue his/her written decision. If the Association determines that the matter should be arbitrated, it shall so advise the Superintendent in writing within ten (10) days of receipt of the grievant's request.

6.5 The following procedure shall be used to secure the services of an arbitrator.

6.5.1 The parties will attempt to agree upon a mutually satisfactory third-party to serve as an arbitrator. If no agreement is reached within ten (10) days following receipt of the request for arbitration, either party may request the American Arbitration Association, pursuant to its rules, to submit to the Association and the Superintendent rosters of persons qualified to function as an arbitrator.

6.5.2 The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He/she shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

6.5.3 The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the School District and the Association.

6.5.4 The arbitrator's decision shall be advisory only. The arbitrator shall issue his/her recommendations for settlement of the grievance to the District and the Association within thirty (30) days after close of the arbitrator's hearing.

6.6 After consideration of the arbitrator's advisory recommendations for settlement of a grievance, the School Board may make a decision on the issue and shall so advise the grievant and the Association in writing. If the School Board fails to make a decision on the arbitrator's advisory opinion within thirty (30) days after receipt of it, the School Board's non-action shall be deemed to be a decision rejecting the arbitrator's recommendation and accepting the administration's last decision. The School Board's decision in response to the arbitrator's advisory recommendations shall be final and binding on the parties.

6.7 Time periods specified in this procedure may be extended by mutual written agreement.

6.8 An Association representative shall be present with the grievant at all formal steps of the grievance process if requested by the grievant.

#### **ARTICLE 7 – DISCIPLINARY PROCEDURES**

7.1 Discipline normally shall follow this order, but discipline may be taken out of order depending upon the severity of the infraction: oral warning, written warning, suspension without pay, and discharge. No employee shall be disciplined without the specific grounds forming the basis for the disciplinary action provided to the employee in writing at the time of the disciplinary action.

7.2 The following shall not constitute discipline and shall not be subject to the grievance procedure: expiration of the expected duration of employment that is set forth in the letter of agreement, termination of employment with ten (10) days' notice per Section 8.1, expiration of an assignment, and reduction-in-force.

7.3 The decision whether to suspend or discharge an employee shall rest with the Superintendent or his/her designee.

7.4 The Employee shall receive a copy of any written complaint made about him/her that is submitted to the administration. The Employee shall acknowledge that he/she had an opportunity to review any complaint by signing the copy of the complaint which is to be filed. The signature shall not necessarily indicate agreement with the complaint.

7.5 Prior to any meeting with the administration, an employee shall be notified of the purpose of the meeting.

## ARTICLE 8 – LETTER OF AGREEMENT

8.1 The District shall provide by June 1 of each year, for continuing employees only, a letter of agreement to reemploy the employee, including the position, rate of pay, hours per day, days per year, and certification, licensing, degree, and other qualifications required for the position. Such letter of agreement will specify that the School District or the employee may end the employment, for any reason or no reason, prior to the expiration date in the letter of agreement by providing 10 days written notice to the other. The letter of agreement for a position that is funded wholly or partially by a grant also will specify that the position is contingent upon the School District's receipt of the grant funds. Paraprofessionals will be notified via U.S. Mail of their anticipated work assignment by August 15.

8.2 An employee who has received a letter of agreement shall sign and return the letter of agreement to the Superintendent or his/her designee within 10 days. If the employee fails to do so, the employee will be deemed to have resigned voluntarily.

8.3 Once an employee receives a letter of agreement, should a change in the terms of employment be contemplated by the School District, the employee shall be notified in writing of the change before it is made. Once an employee receives a notice of anticipated assignment, should a change be made by the District, the employee will be notified in writing of the change before it is made; during the summer such notification of change will be via U.S. Mail, and during the school year it will be via email.

## ARTICLE 9 – WAGES AND HOURS

9.1 The following employees shall be paid wages at regular hourly rates in accordance with the wage schedules that are attached hereto as Appendix A: administrative assistants, receptionists, instructional paraprofessionals, food service technicians, food service leads, lead custodians, custodians, grounds maintenance, and monitors.

9.1.1 Generally, each new employee shall be placed at the step on the wage schedule which corresponds to his/her prior experience, up to a maximum of step 4. However, exceptions may be made if the Superintendent determines that there is an unavailability of qualified candidates at the hourly rate set forth in the wage schedule, or that the new employee should receive extra credit for particular experience, degrees or licenses.

9.1.2 An employee who actually worked more than 50 percent of the work days for the employee's position during the prior year shall receive credit for one full year of experience.

9.1.3 A continuing employee who is not yet on the top step of the wage schedule and who received credit for one full year of service in the prior year shall advance as follows on the wage schedule: one (1) step each school year of this agreement.

9.2 As of July 1, 2022, Monitors will be placed on a wage schedule using a "step" schedule (appendix A5). Employees would be placed on a "step" appropriate to address their years of employment in the district.

9.3 **Longevity**. An employee who is on the top step of the applicable wage schedule and has completed at least 10 years of service to the School District by July 1 at the start of that contract year, will receive the following longevity stipend:



<u>Years of Service to the School District</u>	<u>Longevity Stipend Per Hour</u>
10 - 14 years	\$0.25
15 - 19 years	\$0.35
20 - 24 years	\$0.60
25+ years	\$0.75

9.3.1 The longevity stipend will be added to the employee's regular rate of pay. Years of service will include any years employees have worked for the Litchfield School District for over 50 percent of the work days for the employee's position during the year.

9.4 **Overtime.** Employees who are authorized by their immediate supervisors to work overtime will be paid at 1 ½ times the employee's regular hourly rate for hours in excess of 40 per week. Sick leave hours taken will not be included in that calculation. Employees may be required to work overtime for District functions. When reasonably possible, the immediate supervisor will provide one-week's notice of required overtime.

9.4.1 Overtime for custodial work in each school will be offered first to the lead custodians and custodians in that school, then to lead custodians and custodians in other schools, then to grounds maintenance employees. Overtime for grounds maintenance work will be offered first to the grounds maintenance employees, then to lead custodians and custodians in that school, then to lead custodians and custodians in other schools. If none of these employees promptly accept an offer of overtime, the immediate supervisor may require one or more of these employees to work the overtime. Overtime within each classification will be offered on a rotating basis, based upon seniority.

9.4.2 Opportunities to work special functions that require food service employees will be offered on a rotating basis first among food service employees at that school and then among food service employees at other schools.

9.5 **Pay periods.** Employees shall be paid for the hours that they actually work or are on paid leave during each pay period. Pay periods are bi-weekly.

9.6 **Lunch.** Employees who work more than five consecutive hours will receive a 30-minute lunch. The lunch period will be unpaid, except for full-time employees.<sup>1</sup> Each employee must remain on-site during lunch unless the immediate supervisor gives the employee permission to leave and the employee clocks-out. Effective July 1, 2017, the practice of providing free meals to employees shall cease.

9.7 **Workers' Compensation.** When an employee receives workers' compensation, the employee shall be paid the difference between the workers' compensation payment and his/her regular wages as a School District employee until the employee's accumulated sick leave is exhausted. The employee shall sign over his/her workers' compensation check to the School District, and 4/10ths of a sick day shall be deducted from the employee's sick leave for every day of absence for which the employee receives workers' compensation until the employee's accumulated sick leave is exhausted.

9.8 **Minimum Custodial Staffing.** Generally, the School District will make a reasonable effort to assign a minimum of one custodian to each school building while school is in session. During snow removal from a school roof, a minimum of two (2) custodians will be assigned to the school.

9.8.1 **Custodian Schedules.** Requests to adjust individual custodial work schedules may be

<sup>1</sup> Full-time employees are those who work at least 7 hours per day, so food service leads will receive paid lunches if they continue to work at least 7 hours per day.

made, taking into consideration the availability and circumstances of each current employee. Options for extended or additional work hours will first be offered to current building employees before offering additional custodial hours to custodial staff from any other building.

9.8.2 **Additional Custodial Coverage.** Employees may be offered the opportunity to temporarily assist with custodial duties if no other custodial employee is interested. Duties may include: classroom trash removal and replenishing trash bags, vacuuming or sweeping floors, disinfecting student desk tops, disinfecting door knobs and handles, replenishing paper towels/toilet paper, refilling soap and sanitizer, or any task not requiring specialized training or equipment. Staff agreeing to assist will be paid the established rate for substitute custodians.

9.9 **Call Back.** Any employee called back to work at any time after his/her regular shift to address a specific problem shall be paid not less than two hours' pay at his/her regular rate of pay.

9.10 **Substitute Teaching.** An employee who is assigned by the principal or the principal's designated administrator to substitute for a teacher for an entire school day with no teacher present in the classroom will be paid the employee's regular wages or the per diem rate for substitute teachers, whichever is greater.

9.11 **Extended School Year.** Notwithstanding any other provision in this Agreement, instructional paraprofessionals who apply and are appointed to work in the extended school year summer program will be paid not less than \$16.00 per hour.

9.11.1 **Remote Instructional (or Blizzard Bag) Days.** On Remote/Blizzard Bag days, any support staff who does not have a specific assignment or a student to support during the Remote/Blizzard Bag Days, will be offered remote Professional Development (PD) or another remote activity so as not to lose contracted days of pay. Additionally:

- Remote PD for Food Service will be provided by the Food Service Director.
- Remote PD for Recess/Lunch and Library monitors will be provided by a school administrator

9.12 **Professional Development.** Paraprofessionals shall attend seven hours of In-District professional development during the student instructional year, in addition to any professional development on work days before the start of the student instructional year. That professional development will be pre-planned and scheduled before the start of the school year.

9.13 **Coverage for Lead Custodians and Food Service Leads.** Custodial and food service workers who are directed in writing by the administration to cover a lead position's duties and responsibilities for a shift will be paid the lead position's hourly wage rate for that shift.

9.14 **Additional Food Service Coverage.** In the event that Food Service Staff are absent and all usual methods for replacing that employee have been exhausted, Support Staff may be asked to assist with Food Service duties during normal school hours. Any staff agreeing to assist will be paid at their current individual pay rate. Non-Food Service Staff should not be requested to operate machinery that is specific to a school food-service department and will be under the direction and supervision of the individual building food service lead.

9.15 **Bus Monitoring.** Any staff member asked and agreeing to ride a bus as a monitor will be paid at their current rate of pay for doing so. That staff member will be picked up from their assigned school and returned to the same.

**ARTICLE 10 – INSURANCE**

10.1 **Health Insurance.** Employees who are regularly scheduled to work at least 30 hours per week may participate in one of the following health insurance plans offered by the School District: School Care Yellow with Choice Fund or School Care Yellow without Choice Fund.

10.1.1 For employees who are regularly scheduled to work at least 30 hours per week, but less than 35 hours per week, the employee’s participation in one of these plans will be entirely at the employee’s expense.

10.1.2 For employees who are regularly scheduled to work at least 35 hours per week, the School District and the employee will pay the following percentages of the premium for the plan with whichever coverage (single, two-person, or family) the employee selects:

**Duration of Contract**

<u>Plan</u>	<u>School District</u>	<u>Employee</u>
Yellow with Choice Fund	88%	12%
Yellow w/o Choice Fund	90%	10%

10.2 **Dental Insurance.** Employees who are regularly scheduled to work at least 35 hours per week year round may participate in a dental insurance plan offered by the School District. The School District and the employee will pay the following percentages of the premium for the plan with whichever coverage (single, two-person, or family) the employee selects:

<u>Coverage</u>	<u>School District</u>	<u>Employee</u>
Single	100%	0%
Two-Person	80%	20%
Family	80%	20%

10.3 **Life Insurance.** Employees who are regularly scheduled to work at least 35 hours per week year round may participate in a term life insurance plan offered by the School District. The plan shall include \$50,000 in death benefits, subject to the plan’s limitations and exclusions. The School District shall pay 100% of the premium for the plan.

10.4 **Long Term Disability Insurance.** Employees who are regularly scheduled to work at least 35 hours per week year round may participate in a long-term disability insurance plan offered by the School District. The plan shall include benefits of 2/3 earnings up to \$4000 per month, after a 90-day waiting period, subject to the plan’s limitations and exclusions. The School District shall pay 100% of the premium for the plan.

10.5 **Flexible Spending Accounts (FSAs).** The District will make separate flexible spending accounts (FSAs) available for reimbursement of health expenses and for reimbursement of childcare expenses, as provided under Section 125 of the Internal Revenue Code. Employees will be allowed to contribute by payroll deduction to the FSAs. The health FSA will allow for a \$500 rollover from year to year. The FSAs will include a debit/credit card at the employee’s choice.

**ARTICLE 11-LEAVES AND HOLIDAYS**

11.1 **Classifications.** Employees are classified as follows for purposes of leaves:

Classification 1:

- Lead custodians
- Custodians, grounds maintenance employees and administrative assistants who work at least 7 hours per day and at least 260 days per year

Classification 2:

- Food service leads
- Custodians, grounds maintenance employees and administrative assistants who work at least 7 hours per day and less than 260 days per year

Classification 3:

- Instructional paraprofessionals who are certified by the New Hampshire Department of Education

Classification 4:

- Custodians, grounds maintenance employees and administrative assistants who work less than 7 hours per day and at least 260 days per year

Classification 5:

- Custodians, grounds maintenance employees and administrative assistants who work less than 7 hours per day and less than 260 days per year
- Instructional paraprofessionals who are not certified by the New Hampshire Department of Education
- Receptionists
- Food service technicians
- Monitors

11.2 **Sick Leave.** Sick leave may be used for the personal illness, injury or medical/dental appointments of the employee or the employee's spouse, parents or children. Unused sick leave will not be compensated when the employee's employment ends or at any other time. The administration may require the employee to supply a doctor's note if an employee takes sick leave for three or more consecutive days. Employees may use sick leave in fifteen (15) minute increments. Employees shall receive the following accruals of sick leave each contract year and the following maximum carryovers of unused sick leave to the next contract year:

11.2.1 For an employee whose current term of employment by the District began before July 1, 2017:

<u>Classification</u>	<u>Accrual</u>	<u>Maximum Carryover</u>
1	1.250 days/month (15 days/year)	125 days
2	1.200 days/month (12 days/year)	125 days
3	0.700 days/month (7 days/year)	125 days
4	0.700 days/month (7 days/year)	20 days
5	0.700 days/month (7 days/year)	20 days

11.2.2 For an employee whose current term of employment by the District began on or after July 1, 2017:

<u>Classification</u>	<u>Accrual</u>	<u>Maximum Carryover</u>
1	0.833 days/month (10 days/year)	90 days
2	1.000 days/month (10 days/year)	90 days
3	0.700 days/month (7 days/year)	90 days
4	0.700 days/month (7 days/year)	20 days
5	0.700 days/month (7 days/year)	20 days

11.2.3 An employee shall be required to contact his/her designated superior as soon as possible when the employee is unable to report to work due to illness, injury or emergency as defined in Section 11.2 above. Upon return to work, the employee shall complete the necessary paperwork for the absence.

11.3 **Sick Bank.** A sick leave bank shall be established for members of this bargaining unit who choose to participate during the first 30 days of employment. Current employees will have the opportunity to make the choice to participate or not at the beginning of the 2022-2023 school year. Once made, the selection will remain in effect for the duration of employment.

11.3.1 The sick bank shall apply to a disability or illness (excluding work related accident in the course of employment by the School District or by any other employer) which causes an employee to be unable to perform his/her contractual obligations for 10 contract days or more.

11.3.2 Contributing members of this bargaining unit shall donate days from their individual sick leave to be deposited into the sick bank, as follows. Contributions must be made within thirty (30) calendar days from the date the person begins employment. After these initial donations, each contributing member of the bargaining unit shall donate one day on the first day of school each year only if the number of days remaining in the sick bank is less than the number of contributing employees in the bargaining unit. The sick bank will not be replenished at any time other than the first day of school each year.

11.3.2.1 Each time the sick bank is replenished the district will match on a one to one basis the number of days deposited by contributing members of the bargaining unit.

11.3.3 To be eligible to receive benefits from the sick bank, a contributing member of this bargaining unit must: (a) either be in or have completed his/her first full school year of employment in this bargaining unit;<sup>2</sup> (b) have donated days to the sick bank as described herein; (c) have exhausted all of his/her individual sick leave; (d) present satisfactory medical evidence of disability or illness (excluding work related accident in the course of employment by the School District or by any other employer) which causes the employee to be unable to perform his/her contractual obligations for 10 contract days or more; and (e) get approval of the Superintendent or his/her designee.

11.3.4 An eligible employee may draw up to a maximum of 30 days from the sick bank in any one contract year.

11.3.5 Days in the sick bank that are not used in one contract year will remain in the sick bank and will be carried over to the next contract year.

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<sup>2</sup> An employee who begins in the bargaining unit after the first day of school will not be eligible to receive benefits from the sick bank until the following school year.

11.3.6 The Superintendent, with input from the Human Resources Director, and the Association, shall have final authority to grant or deny all sick bank requests. Sections 11.3 - 11.3.6 of the Agreement shall not be grievable.

11.4 **Personal Leave.** Employees in leave classifications 1 and 4 may be granted up to three days of personal leave during a contract year. Employees in leave classifications 2, 3 and 5 may be granted up to two days of personal leave during a contract year. Personal leave shall be limited to such cases as emergencies, religious holidays, and legal, medical or pressing personal business that cannot be scheduled outside the workday. Personal leave shall not be used for recreation. Personal leave shall not be taken on the workday immediately preceding or immediately following a vacation or holiday, except with the approval of the Superintendent or his/her designee. Unused personal leave may not be carried over to the next contract year, and will not be compensated when the employee's employment ends or at any other time.

11.5 **Bereavement Leave.** Employees in all leave classifications may take three days to attend to funeral arrangements and activities within one year after the death of an immediate family member. "Immediate family" means: spouse, parents, children, brothers, sisters, in-laws, grandparents, and grandchildren. Bereavement leave of one (1) day shall be granted for any other relative or close friend of the employee. Additional bereavement leave may be granted with the permission of the Superintendent of Schools. Unused bereavement leave may not be carried over to the next contract year, and will not be compensated when the employee's employment ends or at any other time. Circumstances requiring more time than one year between the death and the use of the bereavement leave will be evaluated by the Superintendent on a case-by-case basis.

11.6 **Vacation.**

11.6.1 Employees in leave classifications 1 and 4 shall receive the following monthly accruals of vacation each contract year (July 1 – June 30):

11.6.1.1 For an employee in classification 1 or 4 whose current term of employment by the District began before July 1, 2017:

<u>Service to the District</u>	<u>Monthly Accrual</u>
Months 1 – 60 (years 1 – 5)	0.833 days (10 days per year)
Months 61 – 120 (years 6 – 10)	1.250 days (15 days per year)
Months 121 - 240 (years 11 - 20)	1.666 days (20 days per year)
Months 241+ (years 21+)	2.083 days (25 days per year)

11.6.1.2 For an employee in classification 1 or 4 whose current term of employment by the District began on or after July 1, 2017:

<u>Service to the District</u>	<u>Monthly Accrual</u>
Months 1 – 60 (years 1 – 5)	0.833 days (10 days per year)
Months 61 – 168 (years 6 – 14)	1.250 days (15 days per year)
Months 169 + (years 15+)	1.666 days (20 days per year)

11.6.2 Employees in leave classifications 2, 3 and 5 shall not accrue or use vacation days.

11.6.3 Employees who accrue vacation days during one contract year must use all vacation days by August 31 of the following contract year. Any vacation days unused by August 31 are forfeited unless approval for carryover is granted by the Superintendent.

11.6.4 Employees who accrue vacation days will be compensated for any unused vacation that has not been forfeited when they separate from the School District's employment. The rate of compensation for such unused vacation shall equal the employee's regular hourly wage rate times the number of hours for such unused vacation days.

11.7 **Other Leave.** An employee may request unpaid leave for reasons other than the leaves stated above. Such leave may be granted at the School Board's sole discretion, based on the Superintendent's recommendation. The Superintendent's recommendation and the Board's decision shall not be subject to the grievance process.

11.8 **Holidays.**

11.8.1 There are 11 paid holidays for employees in classifications 1 and 4: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Presidents Day, and Memorial Day.

11.8.2 There are seven paid holidays for employees in classifications 2, 3 and 5: Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Martin Luther King Day, and Memorial Day.

11.8.3 An employee is required to work the scheduled day prior to and following any holiday to receive holiday pay, but exceptions may be made by the immediate supervisor in cases of pre-scheduled/approved absences on either day. Holidays will be designated for observance on the payroll calendar as determined by the Superintendent of Schools; however, if the employee's services are required on a holiday, the holiday benefit will be rescheduled as a floating holiday at a time mutually agreeable to the employee and the Superintendent or his/her designee.

11.9 For purposes of paid leave and holidays, hours will be paid based on scheduled hours for the day. For example, if an employee takes a day of paid leave on a day that he/she was scheduled to work four hours, the employee will be paid for four hours.

11.10 **Jury Duty.** If an employee is required to serve on jury duty and signs over his/her check for jury duty service to the District, the employee shall receive paid jury duty leave for up to 20 days that the employee otherwise would have been scheduled to work for the District.

11.11 **Military Leave.** The School District agrees to provide a leave of absence for an employee called into temporary active military duty in the United States Reserves or the National Guard upon presentation of official notification from the armed forces of said duty. The School District will pay the employee's regular School District pay minus the employee's military pay for temporary active duty, for up to a maximum of two weeks per contract year.

## **ARTICLE 12 – DUES AND DEDUCTIONS**

12.1 Upon individual written authorization by an employee who is a member of the Association, the School District will deduct from the pay of such employee the current Association dues, as certified to the School District by the treasurer of the Association. Said deduction shall be made in equal installments during each pay period which begins after October 15, provided the employee's paycheck is large enough to satisfy the deduction. The School District shall forward the amounts so collected to the Association at least once per month. However, the School District shall not deduct dues from the wages of any employee who notifies the School District in writing that he/she is withdrawing a previous authorization for such deductions. For new employees who were hired during the school year and authorize in writing deduction of dues from their pay, the School District will deduct from their pay dues that are prorated in

accordance with the portion of the contract year worked, pursuant to the procedures described above. The specific amount of Association dues shall be certified to the School Board and the Superintendent by the treasurer of the Association on or before October 1 each year.

12.2 The Association shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, counsel fees, or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of the provisions of this section.

12.3 On or before September 15 each year, the Superintendent or his/her designee shall forward a list of all employees in the bargaining unit to the president of the Association. This list shall include the names and initial positions, initial work locations, and initial pay rates for the employees. For employees who are hired after compilation of the list that is provided by September 15, the Superintendent or his/her designee shall provide the same information to the president of the Association within twenty-one (21) calendar days after the new employees begin work.

### **ARTICLE 13 – REDUCTION IN FORCE**

13.1 The School Board and administration shall have the authority to determine the number and qualifications of employees in each job category. The 11 job categories in this bargaining unit are: lead custodian, custodian, grounds maintenance employee, administrative assistant, receptionist, instructional paraprofessional whose position is not funded wholly or partially by grants, instructional paraprofessional whose position is funded wholly or partially by grants, food service lead, food service technician, lunch monitor and library monitor. If a reduction in force in this bargaining unit is being considered by the School Board, the Association president will be notified.

13.2 In the event the School Board and administration determine that it is necessary to conduct a reduction in force in one or more job categories, the administration shall initially attempt to determine the number of any resignations and retirements within each such job category in order to avoid unnecessary layoffs.

13.3 A reduction in force may occur at any time during the contract year, but an employee who is laid off shall receive 10 days written notice of the layoff.

13.4 Employees who are laid off shall be offered recall to vacancies in the job category from which they were laid off, in reverse order of layoff. There shall be a two-year limit on recall rights. Recall notices shall be mailed by the School District via Priority Mail with a receipt for delivery. Each employee shall be responsible for notifying the Superintendent in writing of his/her current address. An employee will have 10 days to respond to a recall notice. If an employee does not accept the offered recall within the 10 days, the employee shall be removed from the recall list. An employee who is recalled shall retain all seniority that the employee held at the time of layoff.

### **ARTICLE 14 – MISCELLANEOUS**

14.1 The School District shall post on a bulletin board in each school notices of vacant positions within this bargaining unit. Except in an emergency, each notice shall be posted a minimum of three calendar days in-house before any external posting prior to filling the position, other than with a substitute. Employees who wish to apply for such positions may submit their names and the position for which they are applying to the Director of Human Resources or his/her designee.



14.2 The immediate supervisor shall evaluate the performance of each employee at least once per contract year in writing on an evaluation form to be determined by the Superintendent or his/her designee after consultation with the Association president.

14.2.1 The immediate supervisor shall meet with the employee within 10 days after the immediate supervisor signs the evaluation form. At least 48 hours prior to the meeting, the employee shall be given a copy of the completed evaluation. During the meeting, the employee shall also sign the evaluation form to indicate that he/she has received a copy of it, and may attach a written response to the evaluation form.

14.2.2 The procedures contained in this section, but not the contents of an evaluation, may be subject to the grievance procedure.

14.3 No employee shall be required to appear before the School Board without forty-eight (48) hours written notification.

14.4 Each new employee shall receive, at the time he/she starts work, the job description for his/her position. If during the term of this Agreement the job description of an employee is updated or revised by the District, the employees to whom the job description applies will be given notice of the change. Employees may provide input about the contents of their job descriptions, but the Board and the administration shall have final authority to determine the contents of job descriptions.

14.5 An employee shall notify his/her immediate supervisor or, if the immediate supervisor is unavailable, another administrator of an emergency.

14.6 The District will supply such kitchen equipment, aprons, gloves and hairnets to food service employees as the District determines necessary. The District will supply such equipment and tools to custodians, lead custodians and grounds maintenance employees as the District determines necessary.

14.7 Employees who are required by their supervising administrator, manager or director to use their personal vehicles for job related purposes for the District shall be reimbursed for travel expenses at the Internal Revenue Service's rate for mileage reimbursement.

14.8 Unless otherwise stated, whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Board c/o the Superintendent of Schools at the Superintendent's office address. Unless otherwise stated, whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the president of the Association at the president's work address.

#### 14.9 **Course and Workshop Reimbursement**

14.9.1 Employees shall be reimbursed for courses, workshops or conferences that are authorized in advance by the Superintendent or his or her designee. An employee will receive a maximum of one day with pay per year to attend such a course, workshop or conference off-site. The costs eligible for reimbursement shall be limited to registration fees, tuition and mileage.

14.9.2 Total reimbursement to an employee shall not exceed \$300 per year. Each year the Board will budget twice the amount expended for course reimbursement in the previous year, up to a maximum of \$15,000.00. Course reimbursement shall not occur unless the employee completes the course, receives a grade of "B" or better in the course, and submits documentation of that to the Superintendent or his/her designee.

14.9.2.1 **Course Reimbursement.** Employees, as defined in Section 2.1, taking a course(s) shall receive reimbursement for their tuition, provided the course(s) has been approved by the Superintendent prior to the first class. Reimbursement is only made to those employees who document successful completion of the course with a grade of B or better.

14.9.2.2 **Tuition Prepayment Option.** Employees may opt to receive prepayment of course tuition through the following steps: After the employee signs a prepayment course reimbursement contract and provides documentation of the tuition for the approved course, the District will pay 50% of eligible tuition to the employee. Reimbursement of the other 50% of eligible tuition will be made after the employee presents evidence of successful completion of the course (B or better) and a receipt indicating tuition charges paid by the employee. As a condition on prepayment, the employee shall execute a promissory note and agreement with the District to repay the District's prepayment through payroll deductions in the event that the employee fails to complete the course with a grade of B or better.

14.9.2.3 As of June 1 each year, unencumbered course reimbursement funds shall be used to reimburse employees who took pre-authorized courses, workshops or conferences that exceeded the initial \$300 reimbursement. Employees may request the use of these unencumbered funds, not to exceed \$1,000.00, on a first-come first-served basis by submitting a letter and associated documentation to the Superintendent by June 15. The Superintendent or his/her designee will decide whether to approve such requests, but the Association will be informed of the decisions.

14.9.3 The District will pay for one clerical employee from each school to attend the annual NHAEOP Conference. The District will pay for one custodial employee from each school to attend the annual NNEFMC Conference. The first \$300 paid for each such employee will count against that employee's reimbursement under Section 14.9.2, and any excess over \$300 must be pre-approved by the Superintendent or his/her designee.

14.10 No material relating to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee will 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 in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer which shall be attached to such file material.

14.10.1 An employee will have the right, upon request, to review and make copies of contents of that employee's personnel file, at reasonable times.

## **ARTICLE 15 – SEPARABILITY**

15.1 If any provision of this Agreement is held to be contrary to law, all other provisions shall continue in full force and effect. In such instance, the School Board and the Association shall meet within a reasonable amount of time of such legal determination for the purpose of negotiating possible modifications to the Agreement.


**ARTICLE 16 – DURATION**

16.1 This Agreement shall be in full force and effect from July 1, 2022 through June 30, 2025. **The salary schedules for this agreement for the 2023-2024 and 2024-2025 school year were updated on March 12, 2024.**

**SIGNATURES**

In witness whereof, the parties have executed this Agreement on the dates below.


**FOR THE LITCHFIELD SUPPORT STAFF ASSOCIATION**

  
\_\_\_\_\_  
Jillian Anderson  
President

\_\_\_\_\_  
Vice-President

**FOR THE LITCHFIELD SCHOOL BOARD**

  
\_\_\_\_\_  
Heidi Ames  
Chair, Litchfield School Board

  
\_\_\_\_\_  
Michael R. Jette  
Superintendent of Schools

**APPENDIX A1  
WAGE SCHEDULES FOR PARAPROFESSIONALS**

**2022-2023**

Step	Non Certified	Para Educator Certification - by NH DOE		
		High School Diploma	Associates Degree	Bachelors or Higher Degree
1	\$13.54	\$14.20	\$14.65	\$15.07
2	\$13.95	\$14.63	\$15.09	\$15.52
3	\$14.36	\$15.06	\$15.54	\$15.99
4	\$14.80	\$15.52	\$16.00	\$16.47
5	\$15.24	\$15.98	\$16.48	\$16.96
6	\$15.70	\$16.46	\$16.98	\$17.47
7	\$16.17	\$16.96	\$17.49	\$18.00
8	\$16.65	\$17.46	\$18.01	\$18.54
9	\$17.15	\$17.99	\$18.55	\$19.09
10	\$17.67	\$18.53	\$19.11	\$19.67
11	\$18.20	\$19.08	\$19.68	\$20.26
12	\$18.74	\$19.66	\$20.27	\$20.86
13	\$19.30	\$20.25	\$20.88	\$21.49
14	\$19.88	\$20.85	\$21.51	\$22.13

**09/01/2023-12/31/2024**

Step	Non Certified	Para Educator Certification - by NH DOE		
		High School Diploma	Associates Degree	Bachelors or Higher Degree
1	\$13.68	\$14.34	\$14.79	\$15.22
2	\$14.09	\$14.77	\$15.24	\$15.68
3	\$14.51	\$15.22	\$15.69	\$16.15
4	\$14.94	\$15.67	\$16.16	\$16.64
5	\$15.39	\$16.14	\$16.65	\$17.13
6	\$15.85	\$16.63	\$17.15	\$17.65
7	\$16.33	\$17.12	\$17.66	\$18.18
8	\$16.82	\$17.64	\$18.19	\$18.72
9	\$17.32	\$18.17	\$18.74	\$19.28
10	\$17.84	\$18.71	\$19.30	\$19.86
11	\$18.38	\$19.27	\$19.88	\$20.46
12	\$18.93	\$19.85	\$20.48	\$21.07
13	\$19.50	\$20.45	\$21.09	\$21.71
14	\$20.08	\$21.06	\$21.72	\$22.36

**APPENDIX A1  
WAGE SCHEDULES FOR PARAPROFESSIONALS**

**01/01/2024-06/30/2024**

Step	Non Certified	Para Educator Certification - by NH DOE		
		High School Diploma	Associates Degree	Bachelors or Higher Degree
1	\$15.32	\$16.06	\$16.57	\$17.05
2	\$15.78	\$16.54	\$17.07	\$17.56
3	\$16.25	\$17.04	\$17.58	\$18.09
4	\$16.74	\$17.55	\$18.10	\$18.63
5	\$17.24	\$18.08	\$18.65	\$19.19
6	\$17.76	\$18.62	\$19.21	\$19.77
7	\$18.29	\$19.18	\$19.78	\$20.36
8	\$18.84	\$19.76	\$20.38	\$20.97
9	\$19.40	\$20.35	\$20.99	\$21.60
10	\$19.98	\$20.96	\$21.62	\$22.25
11	\$20.58	\$21.59	\$22.27	\$22.91
12	\$21.20	\$22.23	\$22.93	\$23.60
13	\$21.84	\$22.90	\$23.62	\$24.31
14	\$22.49	\$23.59	\$24.33	\$25.04

**2024-2025**

Step	Non Certified	Para Educator Certification - by NH DOE		
		High School Diploma	Associates Degree	Bachelors or Higher Degree
1	\$15.32	\$16.06	\$16.57	\$17.05
2	\$15.78	\$16.54	\$17.07	\$17.56
3	\$16.25	\$17.04	\$17.58	\$18.09
4	\$16.74	\$17.55	\$18.10	\$18.63
5	\$17.24	\$18.08	\$18.65	\$19.19
6	\$17.76	\$18.62	\$19.21	\$19.77
7	\$18.29	\$19.18	\$19.78	\$20.36
8	\$18.84	\$19.76	\$20.38	\$20.97
9	\$19.40	\$20.35	\$20.99	\$21.60
10	\$19.98	\$20.96	\$21.62	\$22.25
11	\$20.58	\$21.59	\$22.27	\$22.91
12	\$21.20	\$22.23	\$22.93	\$23.60
13	\$21.84	\$22.90	\$23.62	\$24.31
14	\$22.49	\$23.59	\$24.33	\$25.04

**APPENDIX A2  
WAGE SCHEDULES FOR LEAD CUSTODIANS,  
CUSTODIANS & GROUNDS MAINTENANCE EMPLOYEES**

**2022-2023**

Step	Custodian and Grounds	Lead Custodian
1	\$15.19	\$16.71
2	\$15.65	\$17.21
3	\$16.12	\$17.73
4	\$16.60	\$18.26
5	\$17.10	\$18.81
6	\$17.61	\$19.37
7	\$18.14	\$19.95
8	\$18.68	\$20.55
9	\$19.24	\$21.17
10	\$19.82	\$21.80

**09/01/2023-12/31/2024**

Step	Custodian and Grounds	Lead Custodian
1	\$15.27	\$16.79
2	\$15.72	\$17.30
3	\$16.20	\$17.81
4	\$16.68	\$18.35
5	\$17.18	\$18.90
6	\$17.70	\$19.47
7	\$18.23	\$20.05
8	\$18.78	\$20.65
9	\$19.34	\$21.27
10	\$19.92	\$21.91

**APPENDIX A2**  
**WAGE SCHEDULES FOR LEAD CUSTODIANS,**  
**CUSTODIANS & GROUNDS MAINTENANCE EMPLOYEES**

**01/01/2024-06/30/2024**

Step	Custodian and Grounds	Lead Custodian
1	\$17.40	\$19.14
2	\$17.93	\$19.72
3	\$18.46	\$20.31
4	\$19.02	\$20.92
5	\$19.59	\$21.55
6	\$20.18	\$22.19
7	\$20.78	\$22.86
8	\$21.40	\$23.54
9	\$22.05	\$24.25
10	\$22.71	\$24.98

**2024-2025**

Step	Custodian and Grounds	Lead Custodian
1	\$17.40	\$19.14
2	\$17.93	\$19.72
3	\$18.46	\$20.31
4	\$19.02	\$20.92
5	\$19.59	\$21.55
6	\$20.18	\$22.19
7	\$20.78	\$22.86
8	\$21.40	\$23.54
9	\$22.05	\$24.25
10	\$22.71	\$24.98

**APPENDIX A3  
WAGE SCHEDULES FOR FOOD SERVICE**

**2022-2023**

Step	FS Technician	Food Service Lead
1	\$12.33	\$15.95
2	\$12.70	\$16.43
3	\$13.08	\$16.92
4	\$13.47	\$17.43
5	\$13.88	\$17.95
6	\$14.30	\$18.49
7	\$14.72	\$19.04
8	\$15.17	\$19.61
9	\$15.62	\$20.20
10	\$16.09	\$20.81
11	\$16.57	\$21.43
12	\$17.07	\$22.08

**09/01/2023-12/31/2024**

Step	FS Technician	Food Service Lead
1	\$12.39	\$16.03
2	\$12.76	\$16.51
3	\$13.15	\$17.00
4	\$13.54	\$17.51
5	\$13.95	\$18.04
6	\$14.37	\$18.58
7	\$14.80	\$19.14
8	\$15.24	\$19.71
9	\$15.70	\$20.30
10	\$16.17	\$20.91
11	\$16.66	\$21.54
12	\$17.15	\$22.19



**APPENDIX A3  
WAGE SCHEDULES FOR FOOD SERVICE**

**01/01/2024-06/30/2024**

Step	FS Technician	Food Service Lead
1	\$13.51	\$17.15
2	\$13.91	\$17.66
3	\$14.33	\$18.19
4	\$14.76	\$18.74
5	\$15.20	\$19.30
6	\$15.66	\$19.88
7	\$16.13	\$20.48
8	\$16.61	\$21.09
9	\$17.11	\$21.73
10	\$17.63	\$22.38
11	\$18.15	\$23.05
12	\$18.70	\$23.74

**2024-2025**

Step	FS Technician	Food Service Lead
1	\$13.51	\$17.15
2	\$13.91	\$17.66
3	\$14.33	\$18.19
4	\$14.76	\$18.74
5	\$15.20	\$19.30
6	\$15.66	\$19.88
7	\$16.13	\$20.48
8	\$16.61	\$21.09
9	\$17.11	\$21.73
10	\$17.63	\$22.38
11	\$18.15	\$23.05
12	\$18.70	\$23.74

**APPENDIX A4  
WAGE SCHEDULES FOR ADMINISTRATIVE ASSISTANTS & RECEPTIONISTS**

**2022-2023**

Step	Receptionist / Athletics	Admin Assistant
1	\$13.83	\$15.61
2	\$14.25	\$16.08
3	\$14.68	\$16.56
4	\$15.12	\$17.06
5	\$15.57	\$17.57
6	\$16.04	\$18.10
7	\$16.52	\$18.64
8	\$17.01	\$19.20
9	\$17.53	\$19.77
10	\$18.05	\$20.37
11	\$18.59	\$20.98
12	\$19.15	\$21.61
13	\$19.72	\$22.25
14	\$20.26	\$22.92

**09/01/2023-12/31/2024**

Step	Receptionist / Athletics	Admin Assistant
1	\$13.97	\$15.77
2	\$14.39	\$16.24
3	\$14.82	\$16.73
4	\$15.27	\$17.23
5	\$15.73	\$17.74
6	\$16.20	\$18.28
7	\$16.68	\$18.82
8	\$17.18	\$19.39
9	\$17.70	\$19.97
10	\$18.23	\$20.57
11	\$18.78	\$21.19
12	\$19.34	\$21.82
13	\$19.92	\$22.48
14	\$20.52	\$23.15

**APPENDIX A4  
WAGE SCHEDULES FOR ADMINISTRATIVE ASSISTANTS & RECEPTIONISTS**

**01/01/2024-06/30/2024**

Step	Receptionist / Athletics	Admin Assistant
1	\$15.37	\$17.34
2	\$15.83	\$17.86
3	\$16.31	\$18.40
4	\$16.80	\$18.95
5	\$17.30	\$19.52
6	\$17.82	\$20.10
7	\$18.35	\$20.71
8	\$18.90	\$21.33
9	\$19.47	\$21.97
10	\$20.05	\$22.63
11	\$20.66	\$23.31
12	\$21.28	\$24.00
13	\$21.91	\$24.72
14	\$22.57	\$25.47

**2024-2025**

Step	Receptionist / Athletics	Admin Assistant
1	\$15.37	\$17.34
2	\$15.83	\$17.86
3	\$16.31	\$18.40
4	\$16.80	\$18.95
5	\$17.30	\$19.52
6	\$17.82	\$20.10
7	\$18.35	\$20.71
8	\$18.90	\$21.33
9	\$19.47	\$21.97
10	\$20.05	\$22.63
11	\$20.66	\$23.31
12	\$21.28	\$24.00
13	\$21.91	\$24.72
14	\$22.57	\$25.47

**APPENDIX A5  
WAGE SCHEDULES FOR MONITORS**

**2022-2023**

Years	Monitors
1-3	\$13.59
4-6	\$13.85
7-9	\$14.12
10+	\$14.39

**09/01/2023-12/31/2024**

Years	Monitors
1-3	\$13.86
4-6	\$14.13
7-9	\$14.42
10+	\$14.71

**01/02/2024-06/30/2024**

Years	Monitors
1-3	\$14.27
4-6	\$14.70
7-9	\$15.14
10+	\$15.60

**2024-2025**

Years	Monitors
1-3	\$14.27
4-6	\$14.70
7-9	\$15.14
10+	\$15.60