AGREEMENT BETWEEN THE

MERRIMACK VALLEY SCHOOL BOARD

AND

MERRIMACK VALLEY SUPPORT STAFF ASSOCIATION, NEA/NH

2012-2013

ARTICLE I - RECOGNITION AND DEFINITIONS

Purpose

Article 1.1 The purpose of this agreement between the Merrimack Valley School District and the Merrimack Valley Support Staff Association, NEA/NH, is to provide for the orderly, harmonious and cooperative relations between the parties. Therefore, it is agreed as follows:

Definitions

Article 1.2

Association: The term "Association" shall refer to the Merrimack Valley Support Staff Association, NEA/NH.

Board: The term "board" shall refer to the Merrimack Valley School Board.

District: The term "district" shall refer to the Merrimack Valley School District.

Employee: The term "employee" as used in this Agreement, means a person employed by the Board as defined in Article I, Section 3, of this Agreement. Whenever the singular is used it is to include the plural and any reference to male also includes female.

Employee Representative: The term "employee representative" as used in this Agreement, means any designated Union Representative.

Parties: The term "parties" shall refer to the Merrimack Valley School District and the Association.

Principal: The term "principal" shall refer to the responsible administrative head of a particular school.

Superintendent: The term "superintendent" shall refer to the responsible administrative head of the Merrimack Valley School District.

Union: The term "union" shall refer to the Merrimack Valley Support Staff Association, NEA/NH.

Recognition

Article 1.3 For purpose of collective bargaining negotiations, the Board recognizes the Union as the exclusive representative of all support staff (bargaining unit employees) employed by the Merrimack Valley School District. The term "employee" means bargaining unit employees as certified by the New Hampshire PELRB (case number M-0746, dated October 1, 1997): All full and part-time non-teacher staff including Aides, Assistants, COTAs, Job Coaches, Administrative Assistants, Clerical Office Managers, Custodians, Maintenance Technicians, Bus Drivers, Bus Aides, Crossing Guards, Mechanics and Food Service Workers and/or other employees not codified herein that perform similar non-teaching and non-administrative work.

ARTICLE II - NON-DISCRIMINATION

The Board and Union agree that there shall be no discrimination and that all practices, procedures and policies of the school district shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees, or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, marital status, age, disabilities, handicap, political affiliations, sexual orientation, membership and/or activity in the Union.

ARTICLE III - RIGHTS AND RESPONSIBILITIES

MANAGEMENT RIGHTS

The parties agree that, except as otherwise specifically limited by this Agreement, all management functions, powers, authorities and responsibilities shall remain exclusively vested with the District, and shall include, but not be limited to, the following:

3.1 The right to select and direct employees; to determine vacancies; the qualifications for the hiring and retention of employees; to determine standards for work; to determine the content of the job descriptions; to hire, promote, transfer, assign, and retain employees in position; and to discipline, suspend and discharge employees for cause.

3.1.2 The right to lay off employees for lack of work, budgetary considerations, program changes, reorganization or other reasons.

3.1.3 The right to determine the functions, programs, means, methods, budgetary and financial procedures of the District; to determine the number of personnel by which the District's operations are to be conducted; and to determine whether and to what extent the work of the District should be contracted out. No bargaining unit positions will be contracted out during the term of this Agreement.

3.1.4 The right to determine the organizational structure of the District.

3.1.5 The right to take such actions as may be necessary to carry out the mission of the District.

3.1.6 The right to make such rules, regulations and policies provided they are consistent with the provisions of this Agreement and conform to State and Federal laws.

ASSOCIATION RIGHTS

3.2 The Association may designate one (1) Association Representative in each school who shall be recognized by the District as the Building Representative. The Association shall provide the Superintendent with a list of Building Representatives and shall keep said list updated. The Superintendent shall advise the Principal of the identity of the Building Representative in their school.

3.2.1 The Union will have the right to use school buildings at reasonable times, without cost, for meetings. Notice of the use of the buildings will be made to the Principal at least three (3) days in advance where possible. Representatives of the Union shall have the right to transact business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

3.2.2 The Association will, upon request, be given an opportunity at employee meetings to present brief reports and announcements.

3.2.3 The Association will have the right to post notices of its activities and matters of employee concern in employee's rooms and shall have the use of the employee mail box system and school mail facilities, with the Association incurring the expense of any mail-related costs.

3.2.4 Upon notification by an Employee, the Board will deduct union dues and forward such deduction to the Association's treasurer or the Association's designee. The Board shall be held harmless from any and all claims in connection to dues deduction. All deductions will commence with the first payroll in September, or in the first year of this Agreement as appropriate, and run for twenty-one (21) consecutive payroll deductions.

3.2.5 The Association may use school equipment normally used by employees for union activities. However, expendable material such as paper products and postage will be at the expense of the Association. Use of such equipment must be done in a manner so as not to interrupt or interfere with normal school operations.

3.2.5.1 Agency/Service Fee.

1. The Board agrees to deduct from the salaries of its employees, union dues or service fees for the Merrimack Valley Support Staff Association, NEA/NH, and the National Education Association, as said certified employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to such Association or Associations.

2. Although it is agreed that union membership is not a mandatory condition of employment, employees covered by this Agreement shall be required to pay union dues or a service fee in an amount not to exceed the union dues for the purpose of administering the provisions of this Agreement. Employees have the right to object to payment of a service fee and the union shall justify what portion of the service fee may constitutionally be collected from an objecting employee. The Association agrees not to threaten, harass, intimidate or coerce employees into becoming members of the union or paying a service fee.

3. Each of the Association's named in section 1 above will certify to the District, in writing, the current rate of its union membership dues or service fee. Any Association which changes the rate of its union membership dues or service fee will give the District thirty (30) days written notice, prior to September 1 of the year of such change.

4. Deductions referred to in Section 1 above will begin consistent with Article 3.2.4 above upon the District's receipt of authorization from the employee.

5. The Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct union dues or a service fee for any of the Associations named in Section 1 above. Any employee, desiring to have the District discontinue deductions he/she has previously authorized must notify the District and the Association concerned, in writing, sixty (60) days prior to the beginning of the school year.

6. The union shall indemnify, defend and hold harmless the District against any and all claims, demands, suits, legal costs or other forms of liability (monetary or otherwise) arising out of or by reason of any action taken or not taken by the District for the purpose of complying with the provisions of this Article.

7. This Article will only impact new hires to the bargaining unit in the 2008-2009 fiscal year. Starting with the 2009-2010 fiscal year, all bargaining unit employees will participate in Agency/Service Fees.

3.2.6 As long as the Merrimack Valley Support Staff Association is certified as the representative of employees pursuant to RSA 273-A, the rights and privileges set forth in this Agreement shall not be granted to any other bargaining agent.

3.2.7 The Superintendent's Office shall send a copy of school board meeting agendas and minutes to the President of the Association each month when such documents become public.

3.2.8 The Superintendent's Office will, upon the hiring of a new employee, notify the Association's President of the new employee's name, assignment, address, years of creditable experience and salary.

3.2.9 Since this Agreement provides for the orderly and agreeable adjustment and settlement of any and all disputes, differences and grievances which may arise, there shall be no resort to strike or other forms of job actions by the Association or any of its members (pursuant to RSA 273-A:13).

EMPLOYEE RIGHTS

3.3 Nothing contained herein shall be construed to deny or restrict any employee rights which exist under state or federal laws and other applicable regulations.

3.3.1 **Probationary Period** - New employees are placed on a 30-day probationary period. During the probationary period, employees are subject to District policies and procedures. The purpose of the probationary period is to give new employees and the District the opportunity to get to know each other and to decide if they want to continue a working relationship. At the same time, a supervisor uses this period to acquaint the new employee with his or her job and how it relates to the overall operation of the school district. At the sole discretion of the principal or supervisor, the probationary period may be extended an additional thirty (30) calendar days with notice to the employee and the Association President. During the probationary period, and any extension of it, employees are not eligible for benefits. Benefits will begin on the first day of the month following completion of the probationary period.

3.3.2 **Criminal Background/Fingerprinting Records Check** - All new employees of the District are required to undergo a criminal background records check, including fingerprinting, as a condition of employment as per RSA 189:13-a. All offers of employment are contingent upon the District being satisfied with the results of both the background check and fingerprinting.

3.3.3 Post-Offer, Pre-Employment Physicals - All employees will be subject to medical examinations. Any offer of employment will be conditioned upon the results of a post-offer, pre-employment medical examination, which will be arranged and paid for by the District. If such a medical examination reveals that the individual is unable to perform the essential functions of the job, with or without reasonable accommodation, the offer of employment will be withdrawn.

3.3.4 Drug and Alcohol Testing - The District will conduct the following drug and alcohol tests (in compliance with state and federal mandates): (1) pre-employment drug testing (for all safety sensitive positions), (2) drug and alcohol testing upon reasonable suspicion, after any accident involving a District vehicle (regardless of the employee's position), and (3) randomly testing its CDL holders.

Failure to submit to a drug or alcohol test when called up in the lottery will result in the presumption of a positive test and the employee's immediate termination from any position held in the District. The lottery will be administered by Southern New Hampshire Medical Center or another suitable facility chosen by the District.

3.3.5 Letters of Employment - Individual letters of employment shall be issued annually no later than May 15 of each year of this Agreement.

Any individual letter of employment shall be subject to and consistent with the terms and conditions of this Agreement.

Employees shall be notified of assignments for the ensuing school year as soon as circumstances permit, recognizing the uncertainties of enrollment and other factors, and subject to the terms and conditions of this Agreement.

3.3.6 Job Descriptions - Each employee shall receive a job description for his/her position with the employee's first letter of employment. Thereafter, as stated in 3.1 above, job descriptions shall be amended or altered in the discretion of the District. When such amendments or alterations to job descriptions take place, copies of the new versions shall be issued to the affected employees and to the Association.

3.3.7 Safety and Accidents - Each employee should report any situation or condition that he/she reasonably believes to be unsafe to their supervisor or the Personnel Department. The Loss Safety Committee in the district shall review all reports of unsafe conditions and take appropriate action to ensure District compliance with state and federal safety laws.

3.3.8 Personal Equipment - Employees shall not use personal equipment on school premises to accomplish job related duties. The administration shall furnish all necessary tools and equipment.

3.3.9 Uniforms - If any employee is required by the Board to wear a uniform, protective clothing or any type of protective device, such uniform, protective clothing, or protective device shall be furnished to the employee by the District.

3.3.10 Medication - Except in cases of emergency and when the duty is part of an employee's job description, employees shall not be required to administer medication to students unless another support staff bargaining unit member is present to double check that the medication and dosage being dispensed are correct.

3.3.11 Mileage - Employees who are required in the course of fulfilling their job responsibilities to use his/her privately owned vehicle shall be reimbursed for mileage at the IRS rate in effect at the time, provided that the employee submits a "travel" reimbursement request form to their principal and the SAU within 30 days from the date that the required work related driving occurred.

ARTICLE IV - PERSONNEL MATTERS

4.1 All employees covered by this Agreement will be evaluated at least two (2) times each school/fiscal year. Employees will be given a copy of each evaluation prior to any conference held to discuss it. Following the conference, the employee will sign the evaluation. Such signature only indicates that the report has been read, reviewed and discussed with the employee and in no way indicates agreement with the contents thereof.

If an employee is dissatisfied with the evaluation and conference, he may request further conference with the next level of supervision/administration.

4.2 Verbal or written complaints regarding an employee made to any member of the Administration by any parent, student, or other person shall be promptly investigated by the Superintendent of Schools Office. The employee shall be given prompt notice of such complaint and be given the opportunity to respond to the complaint, both orally with the investigator and in writing. Only after the complaint has been substantiated in the judgment of the Superintendent, shall any entries be made in the personnel file.

4.3 No material will be placed in an employee's personnel file without the employee's knowledge. Employees shall be given an opportunity to schedule an appointment to review and respond to any document placed in their personnel file, upon 24 hours notice, (in accordance with RSA 275:56) at the Superintendent's Office, except with respect to documents they have voluntarily

waived their right to review. Said response shall become part of the employee's permanent file.

The employee may have a representative of the Association accompany him/her during review of the file.

Reproductions of any file contents will be done by the Superintendent's Office at the expense of the employee.

4.4 Confidentiality - Bargaining unit employees may have access to confidential information about the District's students and employees. Access to this information is solely the result of employment with the District and it is to be used only in a manner consistent with employee job duties, which may include discussion of such information with other appropriate school employees. No employee may otherwise disseminate or divulge any information contained in District records or regarding District students or employees, unless he receives written consent from the Superintendent's Office or is required to disseminate or divulge the information by law.

4.5 Certification – In the event the Board requires current, employed bargaining unit members to be certified by the NH department of Education, the Board agrees to pay fees associated with the initial certification fee to the Department of Education.

4.6 Classification Committee - In the event that a committee of the school board examines the issue of differentiating between employees, subject to this agreement it will notify the MVSSA President who then may designate a representative to provide input regarding classifications.

ARTICLE V - CONDITIONS OF EMPLOYMENT

5.1 For purposes of this Agreement, the ordinary period of service for school year employees shall be 181 days, with 180 school days and the day before school starts for workshops and/or training as provided by the District.

5.1.1 Individual Contracts – Individual contracts shall be issued annually no later than May 15th of each year and shall include at least the following information: the employee's position and school assignment, track and step, longevity (years/payment if any), hours per day, days per year, total per hour amount and pay method selection. Job descriptions and employment schedules shall be available at the Superintendent's Office. Any individual contract between the Board and any individual employee, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement shall be controlling. If there is a

need to change an employee's contract in any way, an employee will receive at least three (3) business days notice before the change becomes effective.

5.2 Assistants, COTAs and secretaries will typically have additional days as part of their length of employment (range from 185 to 220 days).

5.2.1 Whenever an employee is required by the District to work beyond the number of contracted days set forth in a letter of employment, the employee will be compensated at her/his per diem rate pursuant to Article VI COMPENSATION.

5.2.2 Employees hired by the District for temporary summer employment shall receive a separate letter of employment indicating hourly rate, hours to be worked per week, and total wages to be paid.

5.3 Year round employees shall be contracted to work for a twelve-month period.

5.4 Overtime shall be distributed equally among qualified personnel and compensated in accordance with state and federal laws. All hours that an employee is on pay status will constitute "time worked" for the purpose of determining the workweek required to establish eligibility for overtime compensation. Specifically, overtime will be paid for hours actually worked beyond forty (40) each week. Vacation days and personal days are not considered time worked towards any overtime pay calculation. Sick days and holidays will be counted as hours worked.

5.5 Delayed Openings/Early Releases - In cases of delayed starts or early releases, employees may choose to make up the lost time. Arrangements must be made with their supervisor/building principal to make up the time within the next fifteen (15) working days.

Additionally, employees may choose to use a Personal Day, as outlined in Article 8.5 to make up the lost time due to delayed openings/early releases. For each delayed opening or early release, the period of time of the delayed opening or early release will be deducted from the personal day provided. If by April 1 any portion of the Personal Day that has not been used will revert back to the employee. Employees must choose this option at the time they renew their contract during the preceding school year or at the time they receive a contract. These forms must be returned to the SAU by June 20 of each contract year. Once forms are signed and submitted, no changes may be made. If all of the personal day time has been used, employees may opt to make up additional delays/early releases.

Employees that fail to make up hours lost through delayed openings or early releases will have their paychecks adjusted to reflect the lost hours.

5.6 Snow Days - Only employees contracted for a twelve-month period shall work on snow days. All other bargaining unit employees may choose to be paid for snow days as they occur and to not receive pay when making up the lost hours on a District scheduled makeup day. If the employee chooses this option, he/she must sign a payroll deduction authorization form which will be issued annually with the letter of employment and the pay method form. This form will allow the District to deduct any overpayment from the employee's last paycheck for snow days that have not been made up, in the event that an employee voluntarily or involuntarily terminates employment. If the employee is not owed any wages at the date of separation, then the employee must reimburse the District for the amount of overpayment within ten (10) days thereof.

5.6.1 Severe Weather Days – All employees working 30 or more hours per week will receive not more than three (3) severe weather days (i.e. Acts of God, floods, tornadoes, ice storms, wind storms, etc.) with pay. These days may only be excused if there is a waiver granted by the NH Department of Education or the Governor of New Hampshire.

5.7 Lunch/Meal Break - The Board agrees that each employee working at least six (6) hours per day will receive a full 30 minute unpaid, duty-free lunch/meal break. This break will be 30 consecutive minutes. After having provided notice to the appropriate supervisor, employees may leave the premises during their lunch/meal break.

Employees, building principals and administrators should make reasonable efforts to assist each other in ensuring that all employees working at least six (6) hours per day will take a 30 minute lunch period. The Board recognizes that on some occasions, employees may not be relieved of their duties so they can have a 30-minute lunch period. Therefore, each Special Education employee who works at least six (6) hours per day and who is not relieved of his/her duties for a 30-minute lunch period will be permitted, when authorized by the Building Principal/Administrator, to work through the 30-minute lunch period. Non-Special Education employees should obtain advance authorization. All employees will obtain written authorization using the form in Appendix B and will enter the meal period as hours worked on his/her time card and be paid for this time.

5.7.1 Break - Employees and the Building Principal/Administrator should make reasonable efforts to assist each other in ensuring that all employees working at least six (6) hours per day have 10 minutes during each day when they are fully relieved of direct student or classroom responsibilities. All eight (8) hour employees will receive at least two 15 minute breaks.

Any Special Education employee working at least six (6) hours per day, who with authorization works through his/her scheduled 30 minute meal period, shall notify his/her Building Principal/Administrator and request student/classroom coverage so that he/she may have a 10 minute paid break. The Building Principal/ Administrator will then seek to obtain coverage as soon as practicable. The parties recognize that this may not always be possible depending on student needs and staffing levels.

5.8 Substituting - Any member of the bargaining unit who substitutes for another hourly employee will be compensated at whichever hourly rate is higher.

5.8.1 In the case where support staff substitute for regular classroom teachers they will receive, in addition to their regular wages, a stipend of $30,00 for a full day assignment (any portion of the day exceeding ½ day) and $15.00 for a half-day assignment (any portion of a half-day). The exception to this language will be if a support staff member is providing coverage for the last 15 minutes of any school day. Substitute time should be indicated on the employee's time card.

Student specific assistants will not be asked to substitute unless their student is absent.

5.8.2 When a member of the support staff bargaining unit agrees to substitute for a teacher, said agreement shall be voluntary. The administration will ensure that the duties of the support staff bargaining unit member and the duties of the teacher are not in conflict. Support staff bargaining unit members shall not be required to perform the duties of both positions.

5.9 Reduction-In-Force

5.9.1 At the sole discretion of the Board, in the event that it becomes necessary to have a reduction-in-force due to reduced enrollment, reassignment of personnel or students, budget shortfall or program changes, or any other reason as determined by the Board, the following criteria shall be used in making the determination(s) of the lay-off of an employee covered by this Agreement:

5.9.2 The Board will make every reasonable effort to reduce the impact of reduction-in-force on the current staff by absorbing as many positions as possible through attrition, such as retirements, resignations, and leaves.

5.9.3 The Board shall notify the Association and employees of any planned reduction-in-force as soon as possible, but in no case later than May 1 of the year in which the reduction-in-force will take place. The Board agrees to make available to the Union information relating to the reduction-in-force.

5.9.4 A Reduction-In-Force will be determined by the following criteria:

a. Employees having the most seniority shall be placed in the remaining positions, without regard to the department, provided they are qualified for such positions, and subject to evaluation results. The Board shall weigh both seniority and evaluation results in its determination.

b. The staff shall be reduced in the reverse order that they were hired into the District.

c. Employees hired on the same date shall be let go by lot if both are qualified to do the same work.

d. One to one assistants with more than five years seniority will not be reduced when their assigned child is no longer attending the school in which they are assigned. The one to one assistant will remain in the school district in a qualifying position for the remainder of the school year. In such a case, the one to one assistant may be reduced in compensation as is required by the new assignment.

5.9.5 Reinstatement rights shall remain in effect for three (3) school years after the year of a reduction-in-force. Should a vacancy occur, employees shall be recalled for the opening(s) in the reverse order of the original reduction (i.e. last let go shall be first returned provided they are qualified for the open position(s)).

5.9.6 Recalled employees shall be so notified by certified mail, return receipt. It shall be the responsibility of the laid-off employee to maintain a current address on file with the district.

5.9.7 If a laid-off employee refuses an offer for re-employment in a position for which s/he is qualified, or fails to respond to such an offer within ten (10) days of certified notification, the employee shall forfeit her/his right to re-employment under this section.

5.10 Field Trip Busses- Every effort will be made to make field and athletic trip bus driver assignments on an equitable basis among those drivers who do not have a conflict due to a regularly assigned route(s) including voc. and kindergarten or other previously scheduled driving assignments.

Athletic trips taken during non school time will be assigned first to the driver whose primary position is bus driver and who regularly transports the athletic team who can fulfill the requirements of the assignment within his/her forty (40) hour work week. If that driver is unavailable the trip will be assigned on an equitable basis. Athletic or field trips will not be assigned out of the bargaining unit when bus drivers who can fulfill the requirements of the assignment within his/her forty (40) hour work week are available to take the run.

ARTICLE VI - COMPENSATION

6.1 Following initial placement on the wage schedule, the employee shall progress from that point on the schedule. All employees who achieve an average level of satisfactory on their bi-annual evaluations shall be advanced on the wage schedule. An employee whose average evaluative level is below satisfactory will remain at the same hourly rate and or salary for the succeeding year.

Bargaining unit members will receive a $100 lump sum payment with the first check in September 2012. There will be no steps or pay raises for the 2012-2013 fiscal/school year. The same wage schedule used for the 2011-2012 fiscal/school year will remain in place for 2012-2013. There will be no increase for longevity for the 2012-2013 fiscal/school year.

6.2 Employees may select one of the following two (2) pay method options, which choice must be made prior to the opening of the school year and may not be changed once payment has commenced.

(1) Total salary prorated over 52 weeks with 26 installments or (2) Total salary paid as hours are worked for a total of 21 payments.

Payment of salaries for all employees, regardless of the selected pay method, will be every other Thursday for Maintenance/Custodians and Friday for all other bargaining unit members. There will be no advancement of pay.

6.2.1 The parties agree that there will be times when the following pay methods will need to be utilized instead of the preferred methods outlined in 6.2 above. (1) Salary prorated over 52 weeks with 27 installments or (2) Total salary paid as hours are worked for a total of 22 payments. Management will give written notice to all returning support staff impacted by the alternative payment method before school ends for the year. Additionally, the Executive Board of the Association will be notified of any intent to use an alternative pay method as outlined in this section.

6.3 Whenever it is necessary to prorate an employee's total compensation, it will be done based on the number of days the employee would have worked for a full year (meaning school or calendar year).

6.4 All current employees as of the effective date of the original Agreement, who meet the minimum eligibility requirements for membership in the NH Retirement System (NHRS) shall be enrolled in the NHRS if they so choose. The Union shall provide an enrollment list to the District by June 15, 1998. Employees hired after the effective date of the original Agreement shall automatically be enrolled in the NHRS as a condition of employment.

6.5 Subject to 6.1, whenever an employee has worked more than one half their contracted work year, that employee shall be given credit for a full year of service.

6.6 Workshops, Conferences, or Training Sessions – To further the staff member's ability to attend workshops, conferences or training sessions, the District will create a workshop pool (WP) based on a pool multiplier of $200 times the number of staff members in the bargaining unit, not to exceed a maximum of $7,830 per year. The WP would be distributed on an as needed basis providing the workshop, conference or training session is pre-approved by the employee's supervisor and the Superintendent of Schools. On May 1st of each year of the collective bargaining agreement, the District will determine what the balance is in the WP. The balance, if any, will be made available to all staff members who have not previously attended a workshop, conference, or training session during that fiscal year. After that, all other staff members will have the opportunity to attend additional conferences. Workshops, conferences and training sessions will be approved based on funding availability to avoid overspending this account.

With the advanced approval of their Building Principal and the SAU, employees shall be allowed to attend district-sponsored workshops of their choice beyond the contracted work day and may attend such workshops outside of time scheduled for regular instructional purposes.

Additionally, bargaining unit members may attend district sponsored workshops or training sessions for which they will be compensated at the bargaining unit member's regular hourly rate up to a maximum of 8 hours.

6.7 Separation Pay (to be effective with the 2004-2005 school year) - Upon voluntary separation from the District with fifteen (15) years or more of District service (including any and all time served in any schools which are in the District) the staff member shall receive a one-time separation payment. The amount of separation payment shall be determined as follows:

1% of salary x number of years in District PLUS
1/3 per diem x number of unused sick days

In order to receive payment on July 1st of the following calendar year, the staff member must provide notice to the District no later than December 1st in the school year in which the separation occurs. However, should the staff member wish to receive payment in June of the separating year, notice must be provided 18 months prior to that date.

If an eligible employee fails to provide notice of voluntary separation by December 1st, the District will consider the employee to have provided notice as of December 1st of the following calendar year and make payment accordingly.

ARTICLE VII - GRIEVANCE PROCEDURE

7.1 A "grievance" is defined to be any dispute or complaint between the District and the Association or a staff member or staff members covered by this Agreement relating to the application of the terms of this Agreement.

7.2 Excluded from this grievance procedure shall be those matters subject to statutory and/or regulatory procedures not covered by this Agreement and any grievance for which the grievant has not, in writing, waived the right if any, to submit the grievance to any other administrative or judicial tribunal, except as provided below.

7.3 Employees covered by this Agreement shall have the right to have a union representative present at any time during the grievance procedure.

7.4 Once a grievance is reduced to writing, the Association shall have the right to be notified concerning the grievance. The Association shall receive a copy of all written decisions rendered.

7.5 All time limits specified in this Article shall mean school days. Time periods may be extended by mutual agreement of the parties.

7.5.1 In the case of a grievance being processed during the summer, all reference to "school days" in the various time frames shall read "week days excluding holidays and weekends."

7.6 A grievance must be filed within twenty (20) days following the time at which the grievant was notified or could have reasonably been aware of the existence of the situation which is the basis for the grievance. Prior to filing a written grievance, a grievant is encouraged to informally discuss the matter with his/her Principal/Supervisor in an attempt to resolve the matter.

7.6.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person or the Union to proceed to the next level.

7.6.2 It is agreed by the parties that all documents, communications and records dealing with the processing of a grievance shall be maintained by the District separately from employees' personnel files. Nothing in this section will prevent placement in personnel files of disciplinary and/or discharge documents which do not reflect whether or not the employee has contested such action through the grievance procedure.

7.7 Step One

At Step One, the grievance must be presented to the employee's immediate supervisor. The grievance shall be filed on a grievance form and must include the nature of the grievance including names, dates and other related facts which will provide a sound basis for a complete understanding of the grievance; the provision(s) of the Agreement alleged to have been violated; and the specific remedy sought. The grievance form is attached at Appendix B. Within ten (10) days of the receipt of the grievance, the supervisor, grievant and union representative, if any, shall meet to discuss the grievance. If the grievance is not resolved at this meeting, the supervisor, within ten (10) days of the meeting, shall forward a written response to the grievant, with a copy to the union representative, if any.

7.8 Step Two

If the grievance is not resolved at Step One, within ten (10) days of receipt of the Step One response, the grievant may proceed to Step Two by filing the grievance with the Superintendent. Within ten (10) days of receipt of the grievance, the Superintendent or his/her designee shall meet with the grievant and a union representative, if any, to discuss the grievance. At their discretion, either the Superintendent or the grievant may have other parties in interest attend the meeting. If the grievance is not resolved at this meeting, the Superintendent or his/her designee shall forward a written response to the grievant within ten (10) days of the meeting, with a copy to the union representative, if any.

7.9 Step Three

If the grievance is not resolved at Step Two, within ten (10) days of receipt of the Step Two response, the grievant may proceed to Step Three. At this Step, the grievant will present the grievance to the full Board. Within twenty (20) days of receipt of the grievance, the Board, the Superintendent or his/her designee, the grievant and a union representative, if any, shall meet to resolve the grievance. At their discretion, either the Board or the Union may have other parties in interest attend the meeting as well. A decision of the Board will be made in writing within ten (10) days of the meeting, with copies provided to all attending parties.

7.10 Step Four

Within ten (10) days of receipt of the Board's decision, the grievant may request advisory arbitration. This request shall state, in reasonable detail, the specific nature of the dispute and the remedy requested. The parties shall agree upon an advisory arbitrator within five (5) school days of the receipt of the notice or, failing agreement, the parties will immediately petition the Public Employee Labor Relations Board to appoint one.

The arbitrator shall have the power to interpret and apply the provisions of this Agreement only. The arbitrator shall not have the power to add to, delete from, alter, or modify any provisions of this Agreement. In no case shall the arbitrator's decision be binding.

The District and the Association shall each pay half of the fees and expenses of the arbitrator. The party incurring them shall pay any other expenses. The District shall have the same rights as the Association with respect to advisory arbitration. The arbitrator shall have the power to interpret and apply the provisions of this Agreement and rule on issues of procedural arbitrability.

7.11 Grievance(s) not specific to an individual bargaining unit member, or involving the Superintendent, may be submitted by the Union to Step Three, bypassing Steps One and Two.

7.12 If the District believes that the terms of this Agreement have been violated by the Association or any employee within the bargaining unit, a Principal or Superintendent may file a grievance in writing with the President of the Association within twenty (20) days after the occurrence of the event(s) allegedly in violation of the Agreement. The decision of the Association's President shall be submitted in writing to the grievant within ten (10) days of the meeting.

The President of the Association will meet with the grievant within five (5) days after receipt of the grievance to discuss the matter. Every attempt will be made to reach a mutually satisfactory resolution of the grievance.

If the grievance remains unresolved after the President of the Association and the grievant meet, the grievance will then proceed to Step Three, as described in 7.9 above.

7.13 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any grievance(s).

ARTICLE VIII - LEAVES

8.1 It is agreed that the use of leave days will be confined to legitimate purposes as provided in this Article.

8.1.2 Sick Leave - Sick leave shall be used for the personal illness of the employee, excluding illnesses or disabilities covered by NH Worker's Compensation Laws. At the discretion of the Principal or Superintendent, an employee may be required to furnish the District with proof of illness in the form of a certificate from an attending physician whenever sick leave is used.

8.1.3 Employees in the bargaining unit will be given a written account of their accumulated sick days with the second paycheck in September in each year of this Agreement.

8.1.4 School-Year Employees in the bargaining unit shall receive twelve (12) sick days per year accumulative to a maximum of 100 days. Twelve-month employees in the bargaining unit shall receive fifteen (15) sick days per year accumulative to a maximum of 120 days. Employees may use up to five (5) of their allotted sick days per year to care for immediate family members. For purposes of sick leave, immediate family members are defined as a spouse, child, parent, step-parent, step-child, sibling, step-sibling, grandparent or any other member of the employee's household. A non-cum form must be completed and submitted to your supervisor and then to the Superintendent's Office whenever a sick day is taken for a family member.

8.1.5 Sick Leave Bank - The Board agrees to establish a Sick Leave Bank to cover members in the bargaining unit in the event of personal illness. The Sick Leave Bank shall be administered by a joint committee of the Administration and Association. The Committee shall be composed of three (3) members appointed by the Association President. The District Business Administrator or his/her designee shall be a non-voting ex-officio member of the Committee and must be invited to all Committee meetings.

Each employee wishing to participate and therefore be covered under this plan shall be required by the Administrative Committee in writing (on forms provided by the District) to donate one (1) day from the total days s/he is allowed to accrue under Article 8.1.4, to be deposited in said bank and be deducted from the employee's sick leave. The Administrative Committee shall inform the Superintendent in writing of those members wishing to participate by October 1st in each year of this Agreement. Enrollment in the Bank shall not be modified after October 1st except for new hires wishing to participate. The number of available days in the Sick Leave Bank shall not exceed three times the number of members in the bargaining unit.

8.1.6 After an employee has exhausted all accumulated sick leave time, during a long term illness, the staff member may apply to the Sick Leave Bank if additional time is needed. All requests to the Administrative Committee must be in writing and must be submitted no later than fifteen (15) days after the first requested date(s). Approved or denied requests will be in writing and forwarded to the Superintendent within ten (10) days after the request has been received by the Committee.

Only employees who have contributed to the bank pursuant to the rules in 8.1.5 shall have access to the benefits of the bank. Sick bank benefits will terminate should the employee become eligible for benefits under disability insurance.

8.2 **Family and Medical Leave** - Leave for family and medical purposes will be granted, and shall comply in all respects with the Family and Medical Leave Act ("FMLA"), public law 103-3 (Feb. 5, 1993), its subsequent amendments and all associated regulations. The FMLA is not be to construed so as to derogate or diminish the rights and benefits set forth in this Agreement, and any employee taking leave pursuant to this Agreement, which also qualifies as FMLA leave, will have such leave counted against the employee's FMLA leave entitlement.

8.3 **Child Bearing Leave** - An employee who is pregnant shall be entitled to an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth, or related medical conditions which may occur before or after the birth of the child. At the employee's option, sick leave with pay shall be available during leave for pregnancy to the extent that such employee has unused accumulated sick leave or eligibility for sick bank benefits. Sick leave may only be used if the employee is otherwise scheduled to work.

While on child bearing leave, the employee will be eligible to receive the same disability benefits as an employee on a medical leave of absence. If the employee's disability qualifies as a serious health condition under the FMLA, then the leave will be counted against the employee's FMLA leave entitlement.

Except in cases of emergency, the employee shall give the Superintendent not less than thirty (30) days notice of a specific date for the commencement of the leave and a specific date for the return to work. Thereafter, the Superintendent shall require that the employee provide medical certification from a health care provider verifying the need for leave. The Superintendent will determine the time period within which the employee shall provide the medical verification, but it shall not be less than fifteen (15) calendar days from the date the employee provides notice that a Child Bearing Leave will be needed.

8.4 **Child Rearing Leave** - An employee who has been employed for three (3) or more years with the District, who becomes an adoptive or natural parent shall be granted, upon request, a leave of absence without pay or wage schedule

growth, for a period not to exceed one year, providing the leave is taken within three (3) years of the birth or adoption, for the purpose of rearing the child. It shall be the employee's duty to notify the Superintendent in writing of the desire to take such leave as soon as is reasonably possible. Except in cases of emergency, the employee shall give at least sixty (60) days notice prior to the date the leave is to commence. Unless otherwise agreed to by the employee and the District at the time the leave is approved, the employee may only return to work at the beginning of a fiscal or school year (as appropriate).

8.5 Personal Leave - Employees who work at least 30 hours per week shall be granted three (3) days of leave for personal reasons. Employees working less than 30 hours per week shall be granted one and one half (1.5) days of leave for personal reasons. Employees must request the day off at least five (5) days in advance, except in the case of an emergency, using District forms. The request for time off will be approved or denied by the principal or supervisor and set to the Superintendent's Office for final approval or denial, with a copy of the form returned to the bargaining unit member within two (2) school days of the date that the SAU office receives the form.

These days are non-cumulative. None of these days may be used solely to extend a holiday or vacation. Employees shall not use personal days during the first ten (10) school days in the school year unless approved by the Superintendent or his/her designee.

Use of personal days cannot be guaranteed for use after June 1st in each year of the agreement. Every attempt will be made to approve requests for use of personal days provided the daily operational needs of the District can be met. All unused days denied due to operational needs after June 1st will be compensated at the employee's per diem rate.

8.6 Vacation Leave & Paid Holidays -

Year round employees shall receive vacation benefits as follows:

1- 4 completed years of service	10 days
5-9 completed years of service	15 days
10 completed years of service	16 days
11 completed years of service	17 days
12 completed years of service	18 days
13 completed years of service	19 days
14+ completed years of service	20 days

Vacation time is credited to the year round employee on his or her anniversary date. It does not accrue past the next anniversary date. Vacation time must be scheduled and approved in advance by the employee's supervisor.

Holidays

Year round employees will receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day*	Day Before Thanksgiving
Memorial Day	Thanksgiving Day & Day After Thanksgiving
July 4th (Independence Day)	Christmas Day & Day Before or After**

*(taken the Monday of February vacation)
**determined by the Superintendent

School year employees working at least 30 hours per week on a regular basis will receive the following paid holidays:

New Year's Day	Christmas Day
Martin Luther King, Jr. Day	Memorial Day
Labor Day	Day before Thanksgiving

Thanksgiving Day & Day After Thanksgiving
Veteran's Day

School year employees working less than 30 hours per week on a regular basis will receive the following paid holidays:

New Year's Day	Day before Thanksgiving

Thanksgiving Day & Day After Thanksgiving

Veteran's Day	Christmas Day

8.7 Funeral Leave - Employees shall be given three (3) days of non-cumulative leave per occurrence to attend to a death in the immediate family. Immediate family shall mean spouse, child, parent, step-parent, step-child, sibling, step-sibling, including any such relatives of the employee's spouse or any other member of the employee's household.

Employees shall be granted one (1) day funeral leave per occurrence for the death of a non-immediate family member. Non-immediate family member is defined as a grandparent, aunt, uncle, niece, nephew or anyone else.

The Superintendent of Schools will take requests for additional bereavement leave on an individual basis.

8.8 Jury Duty - An employee called as a Juror will be paid the difference between the fee received for such service and her/his regular per diem wage. Employees called for jury duty must submit copies of the notice to the Superintendent's Office within 48 hours of receiving them.

8.9 Military Leave - An employee who is in reserve status and is called to active duty in any of the United States military services which cannot be postponed or deferred, such as Reserve Duty, Special Emergency Duty, etc., will be paid, during their employment period, the difference between her/his per diem for government service and her/his regular per diem. Employees called for military duty must submit copies of their orders to the Superintendent's Office within 48 hours of receiving them.

8.10 General Leave Provisions - Leaves for other reasons, paid or not, shall be granted at the sole discretion of the Board.

8.11 Leave Extensions - Leave extensions may be granted by the Board. All requests for extensions or renewals of leave must be requested and responded to in writing. Such requests shall be made prior to March 1st for the ensuing year.

Any sick leave accrual that occurred prior to the leave will be restored upon their return, provided that they return to the same or similar position.

8.12 Union Leave - The Union shall be allowed to send designated delegates up to a maximum of two (2) members (with pay) to the NEA-NH Delegate Assembly each year for a period of one (1) day.

8.13 Professional Leave – Each bargaining unit member shall be eligible to take two (2) days non-accumulative, paid leave of absence for attendance at workshops, conferences, or training sessions with prior approval by the principal and the Superintendent. The employee must complete request forms as provided by the District. Additional paid or unpaid days may be granted at the discretion of the Superintendent.

8.14 Course Reimbursement – In an effort to assist support staff members in their pursuit of professional improvement and meet their obligations under No Child Left Behind, the District shall provide financial assistance in the area of course reimbursement. A Course Reimbursement Pool (RP) shall be maintained at $20,000 for the duration of this Agreement. To be eligible to receive course reimbursement, bargaining unit members must have completed 2 years of employment with the Merrimack Valley School District.

Reimbursement shall:

- Not exceed 3 credits at the UNH rate per fiscal year
- Not exceed actual course costs, less any applicable financial grants and/or scholarships
- Only to be made upon presentation of proof of completion, payment for the course and a course grade of not less than B.

The bargaining unit member's building principal, department supervisor and superintendent of schools must approve courses in advance. Approval must be obtained by June 1st for summer courses, by September 1st for fall courses and by January 1st for spring courses.

In order to ease the financial burden employee's face in paying course tuition, the District shall provide assistance by offering a payroll deduction option. The District shall prepay the tuition for an approved course and the staff member shall reimburse the District by pay of payroll deduction outlined in this section. Bargaining unit members wishing to utilize this option must complete a payroll deduction form and submit it to the Payroll Department at the Superintendent's Office not later than September 1st for fall courses and by January 1st for spring courses. There will be no prepayment of tuition for summer course work.

The payroll deduction shall be for a maximum of up to eight (8) equal consecutive payroll deductions during the semester the course is being taken provided deductions would be completed before the end of the course itself. The payroll deduction cannot be cancelled and will commence with the first regular paycheck subsequent to the start of the course. Should the bargaining unit member drop or withdraw from the course for any reason, they shall receive any refundable monies directly from the educational institution (subject to the refund policies of that institution). The payroll deduction form shall by its terms obligate the bargaining unit member to reimburse the district for any sums prepaid under this agreement, together with all costs of collection, including reasonable attorney fees, if the staff member separates from employment prior to completion of the payroll deduction reimbursement under this section.

In any given year, should the number of approved courses exceed the funds available, course reimbursement will not be available and bargaining unit members will be notified immediately.

Notwithstanding any provision of this section to the contrary, the payroll deduction option shall be available to any bargaining unit member, if in the reasonable judgment of the Superintendent, such bargaining unit member's total deductions may exceed the net paycheck.

ARTICLE IX - INSURANCE

9.1 Health and Dental Insurance - The District shall offer eligible bargaining unit employees membership in SchoolCare or another comparable Board approved health insurance program. Also, the District shall offer dental insurance coverage as provided by the Northeast Delta Dental Coverages A (100%), B (80%), and C (50%) or another comparable Board approved dental plan.

Contributions **for Health Insurance** will be based on a percent of a percent as follows:

Full-time equivalent of 189 days, 7 hours

Single	2 Person	Family
97%	92%	85%

The District will pay the premium benefit for the HMO plans to all eligible employees. All additional plans will be offered but the District's contribution will be capped at the amount paid for the HMO single, 2 person or family plan.

Prescription benefit: The prescription benefit offered all eligible employees will be:

$10 first tier – generic
$30 second tier
$65 top tier

Contributions for **Dental Insurance** will be as follows:

In each year of this agreement, eligible bargaining unit members will receive up to the cost of a single dental plan.

Employees taking dental insurance as of February 1, 2002 will continue to receive the same dental benefit in each of the three years of this agreement.

Buyback – Employees not taking either health or dental insurance will be eligible to receive a buyback in the amount of $750 (less all applicable taxes and retirement). Bargaining unit members will have a choice of receiving their buyback money in the form of a check, less all applicable taxes, or having the money sent to the tax sheltered annuity of their choice.

The total amount of health and dental insurance (less the District's contribution) to be paid by the employee shall be deducted from the employee's paycheck in 21 equal installments, beginning with the first check in September in each year of this Agreement.

When an employee voluntarily or involuntarily terminates his/her employment with the District before completion of the contracted year, health and dental insurance coverage shall cease on the last day of the month in which the termination occurs. Continuation options for health and dental insurance beyond that date shall be consistent with federal and state laws.

Buyback forms are due to the SAU by June 20 of each year of the Agreement.

9.1.1 Domestic Partner Coverage

For so long as the health insurance provider, SchoolCare, offers domestic partner coverage, the District agrees to abide by all SchoolCare, state and federal regulations regarding domestic partner coverage. Domestic partner benefits are taxable and the taxable amount will be listed in a separate box on the bargaining unit member's W-2.

9.2 Continuation of Insurance - Upon agreement by the respective carriers and subject to the time limitations set forth in RSA 415:18 as amended, an employee who is eligible may be permitted to continue health, dental and life insurance benefits at their own expense.

9.3 Life Insurance - The District will provide a term life insurance policy for eligible bargaining unit members working at least thirty (30) hours per week, with the amount of the insurance being equal to the nearest $1,000 increment of the staff member's annual earnings.

9.4 Short Term Disability Insurance - Short term disability insurance is available for bargaining unit employees working at least thirty (30) hours per week to purchase via payroll deduction. This insurance is based on annual earnings and age, and takes effect on the first day following an accident or the eighth day of an illness.

9.5 Long Term Disability Insurance - The District shall provide Long Term Disability Insurance for eligible bargaining unit members working at least thirty (30) hours per week, in accordance with the terms and provisions of the current insurance policy. Bargaining unit members will be provided with a copy of the policy as provided by the insurance carrier.

9.6 Worker's Compensation - The District shall carry Worker's Compensation Insurance coverage.

9.7 Tax Sheltered Annuity - Upon filing with the Superintendent's Office an agreement in writing between an employee and an insurance company handling Tax Shelter Annuity Plans specifying an amount to be deducted from that employee's payroll, said deductions will be made. The plan may be terminated by filing a written termination notice with the Superintendent's Office.

9.8 Section 125 - The District will offer a Section 125 Plan which will include premium offset, dependent care and flexible spending account.

ARTICLE X - MISCELLANEOUS

10.1 Severability Clause - 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 enforceable, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

10.1.2 Notice to the Board - Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Merrimack Valley School Board Chairperson directly or, Merrimack Valley School Board c/o Superintendent of Schools.

10.1.3 Notice to the Union - Whenever written notice to the Merrimack Valley Support Staff Association is provided for in this Agreement, such notice shall be addressed to the President of the Merrimack Valley Support Staff Association at the then current address.

10.1.4 Access to Public Information – The board agrees to furnish to the Association in response to reasonable requests from time to time, all public information concerning the financial resources of the District including, but not limited to: salary and benefit information for bargaining unit members, annual financial reports and audits, annual directories of all personnel in the unit, agendas and minutes of all public board meetings.

10.1.5 Good Faith Effort to Secure Funds – Any agreement reached shall be reduced to writing and signed by the Board and the Association. The board shall make a good faith effort to secure the funds necessary to implement said agreements. However, any agreement reached herein which requires the expenditure of public funds shall not be binding upon the Board unless, and until, the voters approve such appropriations. The Board agrees that for any agreement with a duration of longer than one year, the funding provisions will be submitted to the voters in compliance with state law.

10.2 Printing of Agreement - The cost of printing and distribution of this Agreement shall be the responsibility of both parties.

10.3 Vacancies, Transfers and Assignments - Notices of vacancies for bargaining unit positions and/or other non-certified positions will be posted in all schools when in session, and sent to the President of the Association when school is not in session.

10.3.1 All vacancies shall be posted for seven (7) days. Such notices shall contain the date of posting, description of the position (meaning classification, starting date and rate of pay), location of the vacancy, requirements/qualifications of the position, hours to be worked, name and position to whom the application packet is to be submitted and the closing date for application consideration.

10.4 Duration of Agreement

This Agreement and each of its provisions shall become effective as of July 1, 2012 through June 30, 2013, when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

On or about April first (1st), but not later than September first (1st), of the prior year in which this Agreement is subject to re-negotiations, the Union may notify the Board of its desire to modify the terms and conditions of this Agreement.

Dated this 1ST day of May, 2012.

Merrimack Valley Support Staff Association

By: Pamela Potter
Negotiation Chairperson

Merrimack Valley School District

By: Mark J. Hutchins
Chairperson of the Board

MVSSA Wage Scale 2012-2013

Base Hourly Rate: 9.41

		STEP--	1	2	3	4	5	6	7	8	9	10
FOOD SERVICE												
Class 1A	Food Service Employees TRACK ----	1A	9 41	9 75	10 10	10 47	10 84	11 23	11 64	12 06	12 49	12 94
Class 1B	Head Cooks	1B	10 17	10 50	10 84	11 19	11 55	11 93	12 32	12 72	13 13	13 56
Class 1C	Asst Food Service Director	1C	10 68	11 01	11 35	11 70	12 06	12 44	12 82	13 22	13 63	14 05
ASSISTANTS/ADMIN. ASSTS												
Class 2A	Admin Assistants, Tutors, Custodians, Classroom Assistants	2A	11 77	12 06	12 36	12 67	12 99	13 31	13 65	13 99	14 34	14 70
Class 2B	Admin Medication Assts , SAU Adm Asst	2B	12 36	12 68	13 01	13 34	13 69	14 05	14 41	14 79	15 17	15 57
Class 2C	Office Mgrs/L&A Assts/Alt Ed Assts	2C	12 48	12 80	13 14	13 48	13 83	14 19	14 56	14 94	15 32	15 72
Class 2D	Grandfathered employees	2D							18 47	19 00		
MEDIA PROG. ASSTS, BUS DRIVERS, PROG. ASSTS.												
Class 3A	Media Program Assistant, Library Assistants, Bus Drivers, Reading Tutors	3A	13 53	13 80	14 08	14 36	14 65	14 94	15 24	15 54	15 86	16 17
SPEECH ASSTS, FACT 1-1, MAINTENANCE, UTILITY, NIGHT FOREMAN		STEP--	1	2	3	4	5	6	7	8	9	10
Class 4A	Fact 1-1 Assistants	4A	15.29	15.54	15 78	16 04	16 29	16 55	16 82	17 09	17 36	17 64
Class 4B	Speech Assistants, Safety/Truant Officer, Transp Coordinator/Spare, Utility,	4B	16 06	16 30	16 54	16 79	17 05	17 31	17 57	17 83	18 10	18 37
Class 4C	Maintenance, Night Foreman, Computer Techs	4C	16 36	16 74	17 12	17 52	17 92	18 33	18 75	19 18	19 63	20 08
Class 4D	Grandfathered employees	4D						21 71				
COTA, INTERPRETORS, PROG. ASSISTANTS												
Class 5A	COTA, Interpretors, Prog Assistants, Mechanics	5A	21 03	21 50	21 98	22 48	22 98	23 50	24 03	24 57	25 12	25 69

New hires will not be placed at a wage step higher than currently employed staff with the same experience credit.

Longevity: After 5 years service, employees will be paid longevity based on the following formula: I 0.009 X Total Years of Service -5 X Hourly Wage