

AGREEMENT BETWEEN

THE THORNTON SCHOOL BOARD

AND

**THE THORNTON SUPPORT STAFF
ASSOCIATION**

2008 - 2009

2009 - 2010

2010 - 2011



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AGREEMENT

This Agreement entered into this 16 day of April 2008 by and between the Thornton School Board, hereinafter called the "Board," and the Thornton Support Staff Association affiliated with NEA-New Hampshire and the National Education Association, hereinafter called the "Association." Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of R.S.A. 273-A.

DEFINITIONS

SCHOOL:

The term "School" as used in this Agreement, means any work location or functional division maintained by the Board where instruction, as required by the State, is offered to the children enrolled in the Thornton School District.

EMPLOYEE:

The term "Employee" as used in this Agreement, means a person employed by the Board as defined in Article 1, Section 1, of this Agreement.

EMPLOYEE

REPRESENTATIVE:

The term "Employee Representative" as used in this Agreement, means any designated Association Representative.

PERSON:

The term "Person" as used in this Agreement, means a person employed by the Board as defined in Article 1.1. Whenever the singular is used in this Agreement, it is to include the plural and any reference to male also includes female.

EMPLOYEES:

Calendar Year employees are contracted for 200 or more days per year. School year employees are contracted for less than 200 days per year. Full Time employees are contracted for 30 or more hours per week. Part time employees are contracted less than 30 hours per week.

**ARTICLE I
RECOGNITION**

1.1 *The Thornton School Board hereby recognizes the Thornton Support Staff Association as the exclusive representative for all positions certified by the New Hampshire Public Employee Labor Relations Board. The term employee shall include individuals working in the certified positions.*

Seasonal employees are employees hired for less than 60 days per year and shall not be included in the bargaining unit.

**ARTICLE II
JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD**

2.1 *The Board 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 and its employees; (b) to assign and direct the work of their employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District; (d) to suspend, demote, discharge, withhold all salary increases at the highest step or increment wage increases, whichever applies, or take any other disciplinary action against the employees; (e) to act unilaterally including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the terms of the Agreement; (f) to maintain and direct the efficiency of government operations; (g) to relieve employees from duties; (h) to take actions as may be necessary to carry out the mission of the agency in emergencies; and (i) to determine the methods, means and personnel by which operations are to be conducted, so as to continue public control of governmental functions.*

The parties understand the 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 regulations lawfully passed by the New Hampshire State Board of Education.

**ARTICLE III
PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT**

3.1 *On or about October first (1) of the prior year in which this Agreement is subject to renegotiation, and subject to compliance with Article 13, either the Association or the School Board may notify the other of its desire to modify the terms and conditions of this Agreement.*

3.2 *The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete tentative agreement, subject to ratification by the Board and the Association.*

3.3 *The Board or its designee agrees to supply the Association with such non confidential information as is reasonably and timely requested by the Association.*

3.4 *If after discussion of all negotiable matters proposed by either party, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, either party may request assistance from the New Hampshire Public Employee Labor Relations Board (PELRB) in selection/appointment of a mediator. If the mediator is unable to effect settlement of the impasse, either party may, by notification to the other, request that their differences be submitted to fact finding and seek the assistance of The American Arbitration Association in the selection/appointment of a fact finder. Selection of third party neutral mediators and fact finders may also be by mutual agreement, in which case the parties shall so notify the NH PELRB.*

3.5 *The costs for the services of mediators and/or fact finders, including per diem expenses, if any, will be shared equally by the Board and the Association.*

3.6 *A copy of any agreement reached hereunder will be filed by the Board with the PELRB within fourteen (14) days of its execution.*

3.7 *Any agreement reached shall be reduced to writing and signed by the Board and Association. The Board shall make a good faith effort to secure the funds necessary to implement said agreements as per NH State law.*

3.8 *If the monies to fund the economic provisions in the first year of any agreement are not appropriated as provided in this Article, Section 3.8, then either party may reopen negotiations on all or part of the entire agreement.*

ARTICLE IV ASSOCIATION RIGHTS

4.1 *The Association will have the right to use school buildings during non-student day hours, without cost, for meetings. Notice for the use of buildings will be made to the Principal in advance. Representatives of the Association shall have the right to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.*

4.2 *The Association will, upon request, be given an opportunity at employee meetings to present brief announcements. The Administration has the right to deny such requests.*

4.3 *The Association will have the right to post notices on its activities and matters*

of employee concern in employee work locations and shall have the use of the employee mail box system and school mail facilities.

4.4 Upon notification by an employee the Board will deduct dues and forward such deduction to the Association's Treasurer or his designee. Any member of the bargaining unit who elects not to join the Association shall pay a 'representation fee, which shall be a sum equivalent to 85% of membership dues and assessments required to be paid by members of the Association. Such representation fee shall be deducted from the employee's salary and transmitted to the Association according to the same schedule as membership dues. The Association shall indemnify and save the School District harmless against any claims, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the School District for the purpose of deducting Association dues or representation fees.

4.5 The Association may use school equipment normally used by employees for Association activities. The Association will reimburse the Board for this use in the amount of \$15.00 per year.

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

ARTICLE V EMPLOYEE RIGHTS

5.1 An administrator may meet with an employee at any time to investigate an incident. The employee may have a union representative present if the employee desires. However, any time an employee is required to appear before a representative of the District concerning disciplinary action, suspension, or dismissal, the employee shall be notified in writing and given reasons for the meeting. The employee shall be entitled to representation and advanced notice of one (1) work day prior to the meeting. Any employee suspended pending disciplinary action will continue to receive his/her regular salary pending a final decision in the matter.

5.2 Individual contracts shall be issued annually no later than June 15 of each year.

5.2.1 Any individual contract between the Board and an individual employee, heretofore or 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.

5.3 No employee shall be required to administer medication without approval of the Principal or his/her designee.

5.4 All employees who meet the minimum eligibility for membership in the NH Retirement System (NHRS) shall be enrolled in the NHRS.

5.5 Employees shall bring unsafe or hazardous conditions to the attention of the administration who shall investigate the condition and take necessary steps to correct the condition if warranted.

5.6 Employees may offer to use personal equipment on school premises to accomplish job related duties. The administration shall furnish all necessary tools and equipment for routine maintenance.

ARTICLE VI PERSONNEL MATTERS

6.1 Each employee shall be entitled to access his/her personnel file at any time upon twenty four (24) hour notice to the Superintendent or his/her designee. The Superintendent or his/her designee will be in the presence of the employee during their review. The employee may, if s/he wishes, have a representative of the Association accompany him/her during such review.

6.2 The employee shall have the right to make a response to any material contained in his/her personnel file and such response shall be made a part of said employee's file. Reproductions of such material may be made by hand or copying machine, if available.

6.3 The Principal or his designee shall be the immediate supervisor of all bargaining unit members.

6.4 Written complaints regarding an employee which are to be placed in any personnel file or which may be used to evaluate or discipline an employee shall be promptly investigated. The employee shall be given prompt notice of such complaint and shall be given the opportunity to respond.

6.5 Each employee will be evaluated annually by the Principal or her/his designee, provided said designee is not a member of the bargaining unit as defined in Article 1 of this Agreement. The form in appendix B of this Agreement will be used for annual evaluation. This evaluation must be completed prior to June 1 of each year.

ARTICLE VII CONDITIONS OF EMPLOYMENT

7.1 No employee shall work overtime at any time without the verbal or written authorization of the Principal. The District will comply with the Fair Labor Standards Act for all hours worked in excess of eight (8) per day or forty hours per week. Disposition of Compensatory time shall be in accordance with the Fair Labor Standards Act.

7.2 *The District will make a good faith effort to provide a duty free lunch of at least thirty (30) minutes in duration. The employee may leave the premises during their lunch, but will notify the Principal or his/her designee.*

7.3 *Any member of the bargaining unit who is asked to substitute for another employee longer than one school day will be compensated at which ever salary is greater, the employee's pay or the substitute's pay.*

7.4 *Upon Board approval of a course or workshop, all employees will be reimbursed up to \$400.00 for course work or have workshop fees paid for by the District.*

The Board agrees to fully support employees who are taking course work or participating in a workshop in order to recertify for Medicaid reimbursement.

ARTICLE VIII RATES OF PAY

8.1 *The Wage Schedule and its application are set forth in Appendix A attached hereto. New hires shall be placed on the wage schedule (steps 0-6) in accordance with their prior experience in the job for which they are hired.*

8.2 *Longevity would be grandfathered for the following person in the amount of five hundred (\$500) dollars after five (5) years with an additional one hundred (\$100) dollars per year, capped at \$1,000: Joanne Marcotte.*

8.3 *Mileage reimbursement equal to the SAU #48 rate capped at \$200 per year is available to the Head Custodian and Hot Lunch Director.*

ARTICLE IX GRIEVANCE PROCEDURE

9.1 **DEFINITION:** *A "grievance" is a claim by an employee, a group of employees for the Association based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees based upon the interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved employee" is the person or persons making the claim. All time limits specified in this Article shall mean school days, except after the end of the regular school year when they shall mean Mondays through Fridays excluding holidays.*

9.2 **PURPOSE:** *The parties acknowledge that it is more desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing and referred to the following formal grievance procedure.*

9.3 RIGHT OF REPRESENTATION: *An employee covered by this Agreement shall have the right to have an Association representative present at any time.*

9.4 FORMAL PROCEDURE: *The written grievance shall state the specified alleged violation or condition with reference to the Agreement. It shall also set forth names, dates and action requested to correct the grievance. This written statement must be filed within thirty (30) days of the "aggrieved employee" becoming aware of the event or condition on which the grievance is based.*

LEVEL A. *Within five (5) days of receipt of a formal grievance, the Principal shall meet with the aggrieved employee. Within five (5) days following such meeting, the Principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to the Superintendent at Level B within five (5) days of the receipt of an answer given at this level, or, if no answer is given, within ten (10) days of its submission to this level.*

LEVEL B. *Within five (5) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within ten (10) days of any such meeting.*

LEVEL C. *If the Superintendent's decision does not resolve the grievance to the satisfaction of grievant, the decision may be appealed to the School Board within ten (10) days of receipt of the answer at Level B. The grievant shall have the right to appear before the Board to present evidence and argument for the Board's consideration.*

LEVEL D. *If the grievance remains unsettled, then the matter may be referred by the Association to arbitration. If the matter is referred to arbitration, the parties shall apply to the American Arbitration Association (AAA), or by mutual agreement, and select an arbitrator to hear the case under the rules and procedures of the AAA service. The scope of the arbitrator's authority shall be limited to interpretation and application of the terms of this agreement and issues of procedural and substantive arbitrability. He/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator's decision shall be advisory. The parties agree to share equally in all expenses associated with the arbitration.*

9.5 *Time periods specified in this procedure may be extended by mutual agreement.*

9.6 *Grievance (s) of a general nature, or involving the Superintendent, may be submitted by the Association to Level B.*

9.7 *Once a grievance is reduced to writing the Association shall have the right to be*

present and to present its position at all meetings concerning said grievance, and shall receive a copy of all decisions rendered.

9.7.1 When an employee is not represented by the Association in the processing of a grievance, the administration shall inform the Association at the time the grievance is submitted in writing and of all meetings at any higher level.

9.8 Failure at any step of the 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 Association to proceed to the next level.

ARTICLE X

LEAVES OF ABSENCE

10.1 It is agreed that the use of leave days shall be confined to the legitimate purposes provided in this Article. The School Board may, at its sole discretion, extend the leaves set forth herein.

10.2 Sick leave shall be used only for a personal illness or disability or an illness or disability of a Member of the employee's immediate family, excluding illness or disability covered by the New Hampshire Workers Compensation Laws.

The term "immediate family" shall mean spouse, children and parents, and the same relation of the spouse or any person who permanently resides in his/her home and is considered a member of the immediate family. In the event of a life threatening situation, sick leave shall apply to grandparents, grandchildren and siblings.

Sick leave is defined as:

Calendar year employees: 13 days per year cumulative to 40 days

School year employees: 10 days per year cumulative to 30 days

(Note: grandfathered employees maximum accumulation shall also increase by 10 days)

If an employee works less than thirty (30) hours a week, then these sick leave benefits will be prorated using thirty hours contracted as the full benefit standard.

10.3 All employees shall be entitled to a maximum of two (2) paid non-accumulating personal leave days as follows conducting important affairs which cannot be accomplished at any other time or important Holy days. Except that, additional days with or without pay, shall be at the discretion of the School Board, and such action by the School Board shall not be subject to the grievance procedure of this agreement and excludes such things as social affairs, pleasure trips and recreation. To be eligible for personal leave under this section, written notification shall (except in an emergency) be presented to the Principal at least two (2) days prior to any such personal leave.

10.4 All employees will be covered by the laws of the State of New Hampshire regarding

Worker's Compensation.

10.5 An employee called as a juror shall be excused from his/her duties for the actual time involved in said service. The employee shall continue to receive his/her salary and reimburse the jury pay to the District after documented expenses.

10.6 The Board will allow the use of three days of Bereavement leave in the event of death of member's spouse, child, parent, sibling, grandparent, grandchild, or the same relation of the spouse, or a person not related to the staff member but who permanently resides in his/her home and is considered a member of the immediate family.

10.7 The District will comply with the Family Medical Leave Act.

10.8 Leave for other reasons, paid or not paid, shall be granted at the discretion of the Board.

10.8.1 Leaves of absence may be extended by the Board. All requests for extension or renewals of leave will be applied for and granted in writing. Such requests shall be made prior to January first.

10.9 Whenever an employee has worked more than one hundred twenty (120) days of their contracted work year before commencing leave, that employee shall be moved to the next appropriate step on the wage schedule.

10.10 A sick leave bank shall be created for use by the members of the bargaining unit under the following conditions:

a. The sick leave bank is established and maintained by each bargaining unit member's donation of one (1) or two (2) of his/her sick leave days, which that member is eligible for under this agreement, during the contribution period, which shall be during October each year.

b. The District will add to the sum the same number of days contributed by the members during the October contribution period.

c. To become eligible for benefits from the Bank, the bargaining unit member must have exhausted all of his/her accumulated sick leave, provided medical evidence of disability, and have donated a day into the pool. No member may draw more than forty-five (45) days from the bank in any school year.

d. During the current year should the days in the Sick Leave Bank be used up, bargaining unit members may, if they so desire, contribute one day to ensure an amount is always available in any one year. The District will not add to the pool in the event of these supplemental contributions by unit members. Unused days will accumulate from year to year.

e. *The pool may contain, at maximum, one hundred (100) days. When this level is reached no additional contributions to pool are permitted.*

f. *The pool will be administered by the Association.*

ARTICLE XI INSURANCE

11.1 *The District shall offer Blue Cross Blue Shield Plan Comp 100, Blue Choice or Matthew Thornton HMO and shall pay eighty (80) percent of single person or two person or family plan of the cost for calendar year full time employees electing to participate. For a employee working more than thirty (30) hours per week, an amount equal to sixty (60) percent of the cost of a single plan may be applied to single, two person or family coverage.*

11.2 *The Board will honor grandfathered employees currently enrolled in dental programs.*

11.3 *The Board will honor grandfathered employees currently enrolled in employer paid life insurance programs.*

11.4 *The District shall provide comprehensive property and liability insurance for the facility and the employees.*

11.5 *The District will provide Section 125 Accounts for employees who wish to take advantage of this benefit. It shall be the responsibility of each employee, not the district or SAU office to insure that they contact the SAU office and inform them of their intent to participate in the program.*

ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 *If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect unless and until such provisions are changed in negotiations.*

12.2 *Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of the Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the School Board in force on said date, shall continue to be so applicable during the term of this Agreement.*

12.3 *Copies of this Agreement shall be printed at the joint expense of the Board and the Association within thirty (30) days after the Agreement is signed and will be distributed to all employees now employed, and/or hereafter employed by the Board.*

**ARTICLE XIII
NOTICE UNDER THE AGREEMENT**

13.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Thornton School Board Chairman directly and the Thornton School Board C/O Superintendent of Schools, School Administrative Unit 48, 47 Old Ward Bridge Road, Plymouth, N.H. 03264

13.2 Whenever written notice to the Thornton Support Staff Association is provided for in this Agreement, such notice shall be addressed to the President of the Thornton Support Staff Association at their then current address.

**ARTICLE XIV
VACANCIES**

14.1 Notices of vacancies for bargaining unit positions and/or other non-certified positions will be posted on the official bulletin board in the school when school is in session, and sent to the President of the Association when school is not in session.

14.2 All vacancies shall be posted for eight (8) days. Such notices shall contain the following:

- 1. date of posting*
- 2. description of the position, (including classification, starting date and rate of pay)*
- 3. location of the work*
- 4. requirements/qualifications of the position (including hours to be worked)*
- 5. name of the person to whom the application is to be submitted and*
- 6. the closing date by which time the application must be submitted*
- 7. the wage range for the open position (steps 0-6)*

All postings will be placed on the exterior official bulletin board at the school, and posted in a newspaper of local circulation.

**ARTICLE XV
VACATIONS AND HOLIDAYS**

15.1 Employees shall receive paid vacations according to the following schedule:

A. Calendar year fulltime employees:

<i>0-1 year</i>	<i>five days</i>
<i>1-5 years</i>	<i>ten days</i>
<i>6-10 years</i>	<i>fifteen days</i>
<i>After 15 years</i>	<i>twenty days</i>

15.2 Calendar year fulltime employees shall receive eleven (11) paid holidays:

*New Years Day
Presidents' Day
Independence Day
Columbus Day
Thanksgiving
Christmas Day*

*Civil Rights Day
Memorial Day
Labor Day
Veterans Day
Day after Thanksgiving*

**ARTICLE XVI
DURATION OF AGREEMENT**

16.1 This Agreement shall continue in full force and effect until twelve o'clock midnight June 30, 2011.

Dated at Thornton, New Hampshire, the 16 day of April, 2008

THORNTON SCHOOL DISTRICT

By its Board:

[Handwritten signatures of Thornton School District Board members]

**THORNTON SUPPORT STAFF
ASSOCIATION By:**

[Handwritten signatures of Thornton Support Staff Association members]

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE THORNTON SCHOOL BOARD
AND
THE THORNTON SUPPORT STAFF ASSOCIATION**

REGARDING GRANDFATHERED PERSONNEL

- 8.3 Longevity as stated in the Agreement: Joanne Marcotte**
- 10.2 Sick Leave: Joanne Marcotte in Group D as 13 days per year cumulative to 40 in total.**
- 11.2 Dental Insurance: Lou Marcotte, Joanne Marcotte**
- 11.3 Life Insurance: Lou Marcotte**

**APPENDIX A
THORNTON SUPPORT STAFF SALARY SCHEDULE**

2008 - 2009

2009 - 2010

2010 - 2011

		0	1	2	3	4	5	6
2008-2009								
Aide	C-11	8.91	9.32	9.73	10.22	10.74	11.27	11.84
Teaching Assistant	C-111	10.40	10.87	11.35	11.92	12.52	13.14	13.81
Secretary	A-1	9.83	10.28	10.73	11.27	11.84	12.44	13.05
Head Custodian	A-2	11.92	12.46	13.02	13.67	14.35	15.07	15.81
Hot Lunch Director	D-1	12.64	13.21	13.80	14.49	15.21	15.97	16.77
Hot Lunch Assistant	D-11	8.69	9.09	9.49	9.97	10.46	10.99	11.54
Salad Bar & Custodial Asst	D-111	8.16	8.52	8.91	9.36	9.81	9.92	10.83
2009-2010								
Aide	C-11	9.27	9.69	10.12	10.62	11.17	11.72	12.31
Teaching Assistant	C-111	10.82	11.30	11.81	12.40	13.02	13.67	14.36
Secretary	A-1	10.23	10.69	11.16	11.72	12.31	12.94	13.57
Head Custodian	A-2	12.40	12.96	13.54	14.22	14.92	15.67	16.45
Hot Lunch Director	D-1	13.14	13.73	14.35	15.07	15.82	16.61	17.44
Hot Lunch Assistant	D-11	9.04	9.45	9.87	10.37	10.88	11.43	12.00
Salad Bar & Custodial Asst	D-111	8.48	8.86	9.27	9.73	10.20	10.31	11.26
2010-2011								
Aide	C-11	9.64	10.08	10.52	11.05	11.62	12.19	12.81
Teaching Assistant	C-111	11.25	11.75	12.28	12.90	13.55	14.22	14.93
Secretary	A-1	10.63	11.12	11.61	12.19	12.81	13.46	14.12
Head Custodian	A-2	12.90	13.48	14.08	14.79	15.52	16.30	17.11
Hot Lunch Director	D-1	13.67	14.28	14.92	15.67	16.46	17.27	18.14
Hot Lunch Assistant	D-11	9.40	9.83	10.27	10.78	11.32	11.89	12.48
Salad Bar & Custodial Asst	D-111	8.82	9.21	9.64	10.12	10.61	10.72	11.71

Employees will advance one step each year of this agreement.

Off Schedule	2008-09	2009-10	2010-11
Campbell	13.05	13.57	14.12
Remuck	—	14.36	14.93
McAuley	—	12.00	12.48
Cooper	15.22	15.83	16.47
Francis	15.99	16.63	17.30
Freeman	17.35	18.04	18.76
Garrity	16.84	17.51	18.21
Laufenberg	16.84	17.51	18.21
Marcotte J	18.94	19.70	20.49
Marcotte L	18.07	18.79	19.55
Parziale	11.14	11.58	12.05
Ross	15.22	15.83	16.47
Scalese	15.22	15.83	16.47

APPENDIX B
Evaluation Form

Name:

Title/Position:

Date:

Evaluator/Title:

Observation (Based on cumulative observations throughout school year):

Comments:

Employee's Signature

Date

Evaluator's Signature

Date

Principal's Signature

Date