

COLLECTIVE BARGAINING AGREEMENT

***By and Between
the***

**Guilford Board of Education
*and the***



**GUILFORD ASSOCIATION OF EDUCATIONAL
SUPPORT SERVICES AND
UNITED PUBLIC SERVICE EMPLOYEES UNION,
Local 424 - Unit 99**

July 1, 2017 to June 30, 2020

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AGREEMENT

This agreement, made this 8th day of January, 2018 by and between the Board of Education of the Town of Guilford, Connecticut (hereinafter referred to as the "Board") and Guilford Association of Educational Support Services, (hereinafter referred to as the "Association") and the United Public Service Employees Union (UPSEU), Local 424 – Unit 99 (hereinafter referred to as the Union).

Article 1 **RECOGNITION**

In accordance with Connecticut Municipal Employee Relations Act, Connecticut General Statutes Sections 7-467 through 7-477, the Board hereby recognizes the Association as an employee organization and the exclusive representative for purposes of collective bargaining with respect to wages, hours and other conditions of employment of all employees engaged exclusively in secretarial work and paraeducators, in the Guilford Public School System, and who work at least 20 hours per week on a regular basis. The bargaining unit shall not include certified teachers, part-time employees who work less than 20 hours per week, or supervisors as defined in the Act. Also excluded from the bargaining unit are two administrative assistants to the Superintendent or his/her designee and the Clerk to the Board of Education.

The Association hereby accepts such recognition as exclusive bargaining agent for the bargaining unit above defined, and agrees to represent the interests of all employees in the bargaining unit without discrimination.

Article 2 **SALARY SCHEDULE**

The Salary Schedule appears as Appendix A.

A. Placement on salary range.

The Superintendent of Schools or designee may grant up to five (5) years appropriate prior experience for a new employee, provided however, that the new employee will not be placed on a step of the salary schedule which is higher than the placement of a current employee with equivalent experience. If a new employee is given prior experience credit, the Association will be provided with a summary of the new hiree's prior experience including, but not limited to, dates of employment, name of prior employer, position held, and whether such position was part time or full time.

A minimum of eight (8) months continuous employment shall constitute a year of credit for prior experience and/or advancement on the salary schedule for school year employees. A minimum of ten (10) months continuous employment shall constitute a year of credit for prior experience and/or advancement on the salary schedule for full year employees. Other fractional times shall not be considered.

B. In the event a paraeducator is required by the immediate supervisor to report to school on any days prior to the opening of school, the paraeducator shall be paid for each such day.

C. Paraeducators shall attend convocation day and convocation day shall be a regular day with pay. In addition, Paraeducators shall be expected to remain for professional development days. When there is an early dismissal on a professional development day, paraeducators must attend such professional development and remain for the full school day.

D. Wages shall be paid through direct deposit.

Article 3 **PROBATIONARY PERIOD**

The first ninety (90) calendar days of employment shall be considered a probationary period. The probationary period may be extended for an additional thirty (30) calendar days upon written notification to the employee. During the probationary period an employee may be disciplined or discharged at the Board's discretion. Neither the employer, the Association, nor the employee will have recourse to the grievance procedure of this Agreement.

Article 4 **GRIEVANCE PROCEDURE**

A. Definitions

1. A "grievance" is an alleged violation of the application, meaning, or interpretation of provisions of this collective bargaining agreement between the Guilford Board of Education and the Guilford Association of Educational Support Services.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is an aggrieved person and any other person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the application, meaning or interpretations of the provisions of this collective bargaining agreement.

2. Nothing herein contained shall be construed as limiting the right of any member of the unit from discussing any matter informally with any member of the administration.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement. It is understood that "days" refers to calendar days.

2. If a grievance in writing is not filed within thirty (30) days after the grievant knew or should have known of the act or conditions on which the grievance is based, then the grievance should be considered to have been waived.

3. Failure by the grievant at any level to file a grievance at the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

4. Failure by any administrator or the Board of Education to render a decision within the specified time limits shall be deemed to be a denial of the grievance, and the grievance shall proceed to the next level.

D. Procedure

1. Level one - Building Administrator/Immediate Supervisor

a. A member of the Unit with a grievance shall reduce same to writing and submit copies to his/her immediate supervisor and/or principal and to the President of the Association.

b. Within ten (10) days after receipt of written grievance the principal and/or immediate supervisor shall render his/her decision in writing to the aggrieved person and the Association President.

c. If a member of the unit feels he/she may have a grievance, he/she may discuss the matter, with or without the assistance of the association, with his/her principal or appropriate administrator in an effort to resolve the problem informally. Such discussion shall not relieve the member from complying with the time limits set forth in paragraph C of this article.

2. Level two - Superintendent of schools

a. If an aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered in writing within ten (10) days after submission of the grievance, he/she may forward the grievance to the Association President and the Superintendent of Schools within fifteen (15) days after the original submission.

b. Within seven (7) days after receiving the written grievance, the Superintendent of Schools (or his/her designee) shall schedule a meeting with the aggrieved person and the Association President (or his/her designee).

c. Within ten (10) days after meeting with the aggrieved person, the Superintendent shall render his/her decision in writing and the reasons therefore to the aggrieved person, with a copy to the Association President.

3. Level three - Board of Education

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level two or if no decision is rendered within ten (10) days after the meeting with the Superintendent (or his/her designee) he/she may within ten (10) days after receiving the Superintendent's decision, or if no decision has been rendered by twenty (20) days after the Level 2 meeting, forward the grievance in writing to the Chairman of the Board of Education with a copy to the President of the Association.

b. Within fifteen (15) days after receiving the written grievance a committee of the Board shall meet with the aggrieved person and the President of the Association (or his/her designee) and discuss the grievance.

c. Within ten (10) days following the meeting with the Board Committee, the Committee shall render its decision in writing and the reasons therefore to the aggrieved person, with a copy to the Association President.

4. Level four - Arbitration

a. In the event that the aggrieved member of the unit is not satisfied with the disposition of his/her grievance at Level three, or in the event no decision has been rendered within ten (10) days after he/she has first met with the Board Committee, he/she may, within fifteen (15) days of the meeting present a request in writing to the President of the Association, (with a copy to the Board), to submit his grievance to arbitration. The President of the Association may submit the grievance to arbitration within ten (10) days after receipt of a request by the aggrieved person.

b. A single arbitrator or three person arbitration panel will be mutually agreed on by the aggrieved member of the unit or his/her representative and the Board of Education.

c. The arbitrator or arbitrators so selected shall confer with representatives of the Board, the aggrieved member of the unit, and the President of the Association and hold hearings promptly and shall issue their decision no later than thirty (30) days from the date of the closing of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him/her or them. The decision of the arbitrator or arbitrators shall be in writing and shall set forth their finding of fact, reasoning and conclusions on the issues submitted. The arbitrator or arbitrators shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator or arbitrators shall be submitted to the Board, the aggrieved member of the unit, and the President of the Association and shall be final and binding.

d. The costs for the services of the arbitrator or arbitrators if any, shall be borne equally by the Board and the Association.

e. By mutual agreement the parties may submit a grievance to the State Board of Mediation and Arbitration in lieu of the procedure set forth above.

E. Rights of Representation

Any member of the unit or the Board may be represented at any stage of this grievance procedure by any person of his/her choice provided that exclusive organizational representation shall be provided by the Association. When a member of the unit is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of this grievance procedure.

F. Miscellaneous

1. If, in the judgment of the Executive Committee of the Association, a grievance affects a group or class or members of the unit, the President of the Association may submit such grievance in writing to the appropriate administrative level. The President of the Association may process such a grievance through all levels of the grievance procedure (so long as one aggrieved person agrees to do so). The Administration may require, in writing, that the Executive Committee of the Association, process as a class grievance two or more individual grievances which, in the opinion of the Administration, are related. The pertinent time limits shall be suspended pending the Executive Committee's decision.

2. Decisions rendered at Levels two and three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be promptly transmitted to all parties in interest and to the President of the Association. Decisions rendered at Level four shall be in accordance with the procedures set out in Paragraph 4(c).

3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Nothing herein shall be deemed to eliminate the Board's responsibility to maintain records consistent with law, including but not limited to the Freedom of Information Act.

4. Forms for filing grievances, serving notices, taking appeals, making reports and other necessary document shall be prepared by the Superintendent and (subsequent to written approval thereof by the Association) given appropriate distribution by him/her so as to facilitate operation of the grievance procedure.

5. No reprisals of any kind shall be taken by the Board or by any other member of the administration against anyone by reason of participation in the grievance procedure or support of any participant thereto.

6. No reprisals of any kind shall be taken by the Association or any member of the Association against any member of the unit by reason of unwillingness to participate in the grievance procedure or to support any participant thereto.

7. In the event that the Association shall not have elected to submit a grievance to arbitration, the aggrieved member may submit his/her grievance to arbitration independently by following the procedures outlined in Level four, provided, however, that in such cases the costs for the services of the arbitrator shall be borne by the aggrieved member.

Article 5
FILLING OF VACANCIES AND NEW POSITIONS

A. Position as used in this section means any position included in the bargaining unit. A change in assignment of an administrator for whom the administrative assistant previously worked shall not constitute the creation of a vacancy in any of the administrative assistant positions supervised by said administrator and no involuntary transfers will be effectuated as a result of such change in an administrator's assignment.

B. All vacancies or positions caused by the creation of a new position shall be filled pursuant to the following procedure:

1. A notice shall be posted in every school building on a bulletin board used for such postings and on the District's website and internal software (currently AppliTrack) clearly setting forth a description of, and qualifications for, the position including duties and salary.

a. Position descriptions stipulating specific minimum skills mastery levels are subject to verification by formal testing at the request of the superintendent. The school system shall administer such tests.

2. Such notice shall be posted as far in advance as practicable, and at least ten (10) calendar days (to include at least 5 school days if posted during school session) before the final date for submission of applications.

3. Members of the unit who desire to apply for such vacancies or positions shall submit their applications online to the Superintendent or his/her specified representative within the time limit specified in the notice. Applicants shall include qualifications for the position as well as other data requested in the notice and/or helpful in evaluating the applicant.

4. Promotions shall be filled on the basis of the most qualified person for the vacant position as determined by the Superintendent or his/her designee, in accordance with the job posting. Qualified employees in the bargaining unit who have filed applications will be given preference when they are substantially equal as determined by the Superintendent or his/her designee to outside candidates in the filling of vacancies. Should two or more candidates from the bargaining unit be adjudged as best qualified candidates and are substantially equal in qualification as determined by the Superintendent or his/her designee, in accordance with the job posting, the applicant with the greatest seniority in the bargaining unit shall be given preference. The decision of the Superintendent shall not be arbitrary and/or capricious.

5. At the end of the regular school year, the Association and members of the unit, who are not full time, year-round employees will receive through the mail, whether electronic or otherwise, any notices of vacancies and promotions that occur during the summer. Full time, year-round employees will receive such notices provided they request same in writing.

C. Absent circumstances where the educational needs of a child necessitate it, a transfer may not be required unless the employee is given ten (10) working days advance written notice stating the reason(s) for the involuntary transfer.

Article 6
OVERTIME AND COMPENSATORY TIME

Compensatory time in lieu of overtime payments is allowed upon prior approval of the Superintendent or his/her designee. Overtime payment for those full time year-round and school year personnel regularly scheduled to a 35 hour week will be at time and one-half rate when authorized and approved by the Superintendent or his/her designee prior to the actual overtime work starting. For those employees working less than 35 hours per week, previously approved authorized overtime payment up to and inclusive of 35 hours will be at the regular hourly rate. Time and one-half will be paid for additional hours in excess of 35 hours.

For those employees regularly scheduled to work more than 35 hours per week, previously approved authorized overtime up to and inclusive of 40 hours will be at the regular hourly rate. Time and one-half (1-1/2) will be paid for additional hours in excess of 40 hours.

Article 7
LUNCH AND BREAK TIME

All members of the bargaining unit shall be guaranteed a one-half (1/2) hour duty free non-paid lunch time. Upon mutual agreement with the immediate supervisor, the daily schedule may be arranged to provide for longer lunch time. In addition, all members of the bargaining unit shall receive a fifteen (15) minute break period in the morning and an additional fifteen (15) minute break period in the afternoon. Subject to the approval of the employee's immediate supervisor, the break periods may be combined.

Article 8
SICK LEAVE

A. Sick leave shall be accrued according to the following schedule:

Full time, year round employees - 18 days
Full time school year employees - 15 days

For full time, year round employees, sick leave shall be accumulative to 225 days.
For full time school year employees, sick leave shall be accumulative to 185 days.

Sick leave will not be accrued during an approved leave of absence; sick leave days which have been accumulated shall not be forfeited during an approved leave of absence. An employee may use sick leave to render care to an immediate family member. Immediate family member is defined as parent/step parent, sibling, spouse, partner, child/step child or other dependent residing in the same home as the employee.

Such sick time shall be verified through the AESOP system or similar time keeping system. The Superintendent of Schools may require an employee to provide a doctor's certificate verifying the employee's need for any sick leave or in the event there is an unusual pattern of sick leave usage. In the event the Superintendent requires a doctor's certificate, the Superintendent must notify the employee of such requirement prior to the employee's return to work. If the employee is unable to provide such certificate, leave days utilized will be without pay.

B. Retirement Pay

All members of the bargaining unit retiring from the Guilford Schools under the provisions of the Guilford Public School Employees (Non-Certified) Pension Plan with an unreduced benefit and who have completed ten (10) years of continuous service in the Guilford School System immediately prior to retirement shall receive payment of one-half (1/2) of their accumulated sick leave not to exceed sixty-five (65) days. In addition, and prior to making this calculation, in the year that the employee retires, the amount of annual sick leave granted to the employee at the beginning of the year shall be prorated and any payment shall take into account the prorated amount of sick leave.

Employees hired on or after November 23, 1998 will not be eligible to receive the above referenced retirement pay benefit of one-half (1/2) of accumulated sick leave.

Continuation of Major Medical, Blue Cross and Blue Shield or similar benefits required under the then current contract in existence for employees as follows:

1. The retired employee will pay the cost of the benefits at the Board of Education's group premium rate.
2. Paid by first of each month or dropped from coverage.
3. Must meet the eligibility requirements of the carrier.
4. Continued until eligible for Medicare.

Such supplementary retirement pay shall be computed at the employee's regular pay scale for the year preceding retirement and shall be paid in one installment during the first two (2) months of the employee's retirement.

All members of the unit employed by the Board as of August 31, 2011 will be included in the Town of Guilford Public School Employees (Non-Certified) Pension Plan (hereafter, "the Plan") if they meet the eligibility requirements of the plan, as modified by this Agreement. The Plan will provide a percentage formula for the compensation base of one and one-half (1-1/2 %) percent based on the last four years of employment. The age of retirement shall be sixty (60) years of age for an unreduced pension benefit.). The Plan will not provide a spousal consent form. Employees hired by the Board on or after September 1, 2011 shall not be covered by or allowed to become participants in the Pension Plan. Rather, those hired or transferred into a full-time position within the bargaining unit on or after September 1, 2011 (hereinafter, "participating employee") will be

enrolled in a Defined Contribution Plan as approved and amended from time to time by the Board and the Town. The Defined Contribution Plan will follow these guidelines:

- a. The Board shall make a one percent (1%) contribution to the Defined Contribution Plan and then will match the employee's voluntary contribution up to an additional three percent (3%) of the entire annual salary, based on the voluntary contribution made by each participating employee, to an annual maximum employer/Board contribution of four percent (4%). An employee must determine the amount of their annual contribution percentage, if any, no later than September 1 of each year and for new employees no later than thirty (30) days after their first day of work
- b. A participating employee may on his/her own contribute additional monies (via withholding from his/her own salary) to the Defined Contribution Plan, as may be permitted by law and said Plan, provided that in no case shall the Board's contribution increase over the amount specified above.
- c. Any employee contributions shall vest immediately. Board contributions shall vest after five (5) years of continuous service to the Board.
- d. In addition to participating in the Pension Plan, current employees (i.e., those employed as of August 31, 2011) may on their own elect to participate in and contribute monies to the Defined Contribution Plan, as may be permitted by law, provided that the Board shall not make any contributions to the Defined Contribution Plan for such current employees.

The above contains a summary of expected plan provisions. The final language of the Defined Contribution Plan incorporating the above provisions shall prevail over the summary language contained herein.

Article 9

DEFINITIONS

There shall be two classifications of employees for salary and work condition purposes.

Full time Year-Round Employees - 35 hours or more per week year round

Full Time School-Year Employees - 20 hours or more per week regularly scheduled during the school year.

The work year for employees shall be defined as follows:

Full time Year-Round Employees – Those employees who work 261 days a year.

Full-time School Year Building/Administrative/Central Office Employees - Those employees who work 201 days, including of the days that school is in session, days prior to and following when school is in session and 11 paid holidays.

Paraeducators - The work year shall consist of 192 days inclusive of the days that school is in session (including early release days), 11 paid holidays, and the appropriate convocation day scheduled for this unit.

Article 10 **LEAVE PROVISIONS**

A. Vacations

Full time Year Round Administrative Assistants

1st year 1 day for each full month up to a maximum of 10 days

1st Year +1 day to 4th Year 2 weeks

4th Year + 1 day to 12th Year 3 weeks

12th Year + 1 day to 17th Year 4 weeks

17th Year + 1 day and thereafter 5 weeks

Full time school year administrative assistants - not eligible

Vacation days not taken shall be forfeited, unless the Superintendent or his/her designee in his/her discretion permits the employee to carry over a maximum of up to five (5) days of vacation into the following fiscal year. Any carried over vacation days must be used in that fiscal year or they are forfeited.

When an employee terminates service with the Board, the Board shall pay the employee for each vacation day the employee has accrued to the date of termination, a pro-rated payment based on the amount of the school year the employee has worked, provided the employee has provided fourteen (14) calendar days written notice of intent to terminate service.

Full time school year employees who move to full time year round shall be granted credit for their years of employment with the Guilford School System according to the following formula:

School years service x 10/12 = service for determining allowable vacation

Fractional equivalents shall be the lower number.

Vacations will be scheduled with the prior written approval of the employee's immediate supervisor, which approval shall not be unreasonably withheld.

B. Paid Holidays and Work Days

1. Full-time Year Round

a. In addition to earned vacations, the full-time year round administrative assistant personnel will be given the following days off with pay:

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day & Day After (2 days)
Christmas Eve, Christmas Day and Day After (3 days)
New Year's Eve, New Year's Day (2 days)
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day (July 4)

If school is in session on any of the above days, employees shall work the day at straight time pay and receive a floating holiday.

b. Full time year-round personnel will work on all other regular weekly dates, even though pupils may be excused from school. On early release days immediately preceding Thanksgiving and Christmas, full time year-round personnel shall be released not later than one (1) hour after students are dismissed.

c. In the event a holiday falls on a weekend, the day following the weekend shall be observed as the holiday if school is not in session. If school is in session, the holiday will be reassigned to coincide with a school (student) holiday period.

d. In the event of early school closings for emergency, full-time year-round personnel will work not more than one (1) hour beyond dismissal of students.

e. Full time year-round employees are to report for work on days when schools are closed for weather related reasons unless otherwise notified by the Superintendent of Schools or his or her designee or unless it is declared a state-wide emergency.

2. Full-time School Year Employees:

Eleven (11) paid holidays, which shall consist of the following:

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day & Day After (2 days)
Christmas Day

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day

If school is in session on any of the above days, employees shall work the day at straight time pay and receive a floating holiday.

a. On early release days immediately preceding Thanksgiving and Christmas, full-time school year personnel shall be released not more than one (1) hour after students are dismissed.

b. In the event of early school closings for emergency, full-time school year personnel will work not more than one (1) hour beyond dismissal of students.

c. On all other early release days, all personnel shall be expected to work a full day.

C. Bereavement

All members of the unit: 3 days for death in immediate family.

Immediate family shall be defined as blood and in-law Parent/step parent, sibling, spouse, child/step child, grandparent or other dependent residing in the same home as the employee. Other special cases caused by death may be granted at the discretion of the Superintendent or his/her designee when special circumstances dictate. Additional days may be granted at the discretion of the Superintendent or his/her designee in the event of extended travel requirements or extenuating circumstances with or without pay.

D. Temporary Leave

1. All employees shall be allowed three (3) temporary leave days with full pay for emergencies or activities that cannot be conducted outside the normal workday.

2. Such temporary leave days shall not be used to extend a vacation or holiday period, unless approval is granted by the Superintendent or his/her designee.

3. Under normal circumstances, notification of the need for a temporary leave shall be submitted to the building principal at least forty-eight (48) hours in advance of said leave.

4. Additional temporary leave days beyond those listed in Section 1 above, may be taken from accumulated sick leave, subject to the approval of the Superintendent or his/her designee.

5. In the event an employee does not use all of his/her temporary leave time in any fiscal year, such unused temporary leave time shall be converted into sick time and added to the employee's available paid sick leave as described in Article 8.

E. Emergency

Full-time Year Round and School Year: Absence with pay may be allowed at the discretion of Superintendent upon recommendation of immediate supervisor to meet emergency situations of a personal nature.

F. Jury Duty

Whenever an employee is required to serve on jury duty, the Board shall pay to the employee the difference between the pay for the jury duty and the daily pay of the employee.

G. Maternity and Family and Medical Leave

A paraeducator who works less than 950 hours per year and any other bargaining unit employee who works less than 1,250 hours per year shall be granted, upon request, up to 30 days leave without pay immediately following the termination of maternity disability as certified by a doctor. Maternity disability is that period of time following the birth of a child during which the employee is physically unable to work. See Connecticut General Statutes §46a-60a-7.

In accordance with PA-12-43 a paraeducator who works at least 950 hours a year and any other bargaining unit employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. § 1601, *et seq.*, shall be granted up to twelve (12) weeks of unpaid FMLA leave and up to twenty-six (26) weeks of unpaid FMLA military caregiver leave during a twelve (12) month period in accordance with the applicable provisions of the FMLA. Any accumulated paid leave time must be substituted for unpaid FMLA leave and exhausted first, and said paid leave shall be included in, and shall not be in addition to, the aforementioned twelve (12) weeks of allowable leave as permitted by the Act. The 12-month period shall be measured from the 12-months commencing on the date the employee first takes FMLA. A medical certificate as provided in the FMLA shall be required for FMLA leave situations. Employees on FMLA leave without pay shall continue to accumulate paid sick leave as described in the provisions of this Agreement, and the continuity of employment shall be preserved for purposes of seniority. Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work including their premium cost share.

H. Leaves of Absence Without Pay

Members of the bargaining unit shall be entitled to an extended leave of absence without pay, for periods of time not less than six (6) months and not to exceed one (1) year, subject to application and approval of the Superintendent of Schools and subject to the following conditions:

a. The requested leave must be submitted not less than ninety (90) days prior to the commencement of the leave of absence.

b. All insurance benefits may be continued at the member's option with costs of such benefits being paid by the employee at the Board of Education's group premium rate.

c. Additional seniority rights shall not accrue during such leave of absence.

d. Upon conclusion of the leave of absence, the member shall be guaranteed a position in the classification assigned prior to said leave.

e. The member will advance to the next salary step upon return from a leave of absence provided the member meets the requirements of Article 2.A. concerning months of continuous employment required for advancement on the salary schedule.

f. Applicants shall be required to state the reasons for the requested leave of absence.

g. Failure to apply for reinstatement in the system for the school year following the leave shall be considered a resignation and will be so treated.

I. Worker's Compensation

Whenever an employee is absent from work as a result of personal injury caused by an accident for which there has been a determination that such accident arose out of and in the course of the employee's employment, such employee may elect, in addition to any worker's compensation award, to charge all or part of such absence to his/her accumulated sick time in order to assure the employee his/her full pay for the period of such absence, and the employee's sick time will be reduced proportionately, in accordance with the law.

Article 11 **INSURANCE BENEFITS**

1. For employees, at their option, who were hired on or before June 30, 2016: The Connecticut Blue Cross, Blue Shield Century Preferred Provider Plan reimbursing covered medical expenses in full subject to the following in-network co-payments:

- \$200 co-payment for each hospital admission
- \$100 co-payment for each emergency room service
- \$100 co-payment for each out-patient surgical procedure
- \$200 co-payment for each admission for nervous/mental care or substance abuse care
- \$25 co-payment for each home and office visit with unlimited maximum. This co-payment is not applicable to vision and annual physical examinations.

The Century Preferred Plan will contain the following deductibles and co-insurances for services rendered by out-of-network providers:

Calendar year deductible: one person - \$200; two person family - \$400; more than two person family - \$500.

Co-insurance: Employee to pay 20% on the first \$4,000 of covered charges for individual, \$8,000 for two persons, and \$10,000 for family.

Out-of-pocket maximums: \$1,000 for individual; \$2,000 for two persons; \$2,500 for family.

The Century Preferred Plan will provide a lifetime out of network maximum benefit of one million dollars per person; in-network is unlimited.

The Century Preferred Plan will contain a Managed Care Program with the following non-compliance reductions:

Hospital reduction - \$200

Admitting physician reduction - 25%

Surgical reduction - 25%

The Century Preferred Plan will provide dependent coverage with the limiting age of 25/25. The dependent limiting age will be in accordance with the law.

Prescription drug coverage under the Anthem Public Sector 3-tier Prescription Drug Program with an unlimited annual maximum per year per person; \$5 co-payment for tier-1 generic drugs; \$10 co-payment for tier-2 listed brand-name drugs; and \$20 co-payment for tier-3 non-listed brand-name drugs. Mail order shall be twice retail. The dispensing maximum is the lesser of a 34-day supply or a 100 unit doses. The dispensing maximum for the voluntary mail-order program is a 100-day supply.

2. High Deductible Health Plan (HDHP). The plan shall have a \$2,000 deductible for single person coverage and a \$4,000 deductible for a two or more person family coverage for in network covered services. Preventive services shall be covered at 100%. With the exception of prescriptions as described below, once reaching the deductible, the plan shall cover 100% of the cost for any in network services provided. The HDHP shall be the only plan offered to new employees hired on or after July 1, 2016.

Effective and retroactive to July 1, 2017 through June 30, 2018, the Board will fund 50% of the annual deductible for eligible employees into the employee's Health Savings Account (HSA). The Board shall make the deductible contribution in two installments – ½ of the 50% contribution in July 2017 and the remaining ½ of the 50% contribution paid in January 2018. Effective July 1, 2018 through June 30, 2019, the Board will fund 50% of the annual deductible for eligible employees into the employee's Health Savings Account (HSA). The Board shall make the deductible contribution in three installments – ¼ of the 50% contribution paid in July 2018, ¼ paid in September 2018 and the remaining ½ payment in January 2019. Effective July 1, 2019 through June 30, 2020, the Board will fund 50% of the annual deductible for eligible employees into the employee's Health Savings Account (HSA). The Board shall make the deductible contribution in three installments – ¼ of the 50% contribution paid in July 2019, ¼ paid in September 2019 and the remaining ½ payment in January 2020.

After meeting the deductible, members will pay an in-network co-pay for a Public Sector 3-tier Prescription Drug Program with an unlimited annual maximum per year per person; \$0 co-payment for tier-1 generic drugs; \$15 co-payment for tier-2 listed brand-name drugs; and \$30 co-payment for tier-3 non-listed brand-name drugs, with the co-pay capped annually at \$1,000 for single and \$2,000 for two or more person family coverage. Mail order shall be twice retail. The dispensing maximum at retail is a 30 day supply. The dispensing maximum for the voluntary mail-order program is a 90 day supply.

The Board's annual contribution toward the funding of the HSA is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for employees. The Board shall have no obligation to fund any portion of the plan for retirees or other individuals upon their separation from employment.

A Health Reimbursement Account (HRA) shall be made available for any bargaining unit member who is precluded from participating in the HSA because the individual receives Medicare and/or Veterans' benefits and the annual maximum reimbursement by the Board of Education shall not exceed the Board's annual deductible contribution for those in the HSA.

3. Income Protection Plan beginning on the 91st day of continuous disability.

4. Co-pay Dental Plan with Rider "A".

A copy of the group policy or certificate of such insurance shall be given to each employee.

5. Life, Accidental Death and Dismemberment benefits of \$40,000.

6. The Life, Accidental Death and Dismemberment benefit, the Income Protection Plan, co-pay Dental Plan, and the Health insurance shall be offered on a premium contribution basis as described below. The employee will sign the necessary wage deduction authorization forms and the employee premium contribution shall be by automatic payroll deduction.

7. Effective upon ratification, but no later than December 1, 2017, for employees selecting the HDHP, the Board shall contribute 84% of the premium equivalent cost and employees shall contribute 16%, and for the Dental, Life and Disability Plan the Board shall contribute 82.5% of the premium cost and employees shall pay 17.5%.

Effective July 1, 2018, for employees selecting the HDHP, the Board shall contribute 83% of the premium equivalent cost and employees shall contribute 17%, and for the Dental, Life and Disability Plan the Board shall contribute 82.5% of the premium cost and employees shall pay 17.5%.

Effective July 1, 2019, for employees selecting the HDHP, the Board shall contribute 82% of the premium equivalent cost and employees shall contribute 18%, and for the Dental, Life and Disability Plan the Board shall contribute 82% of the premium cost and employees shall pay 18%.

Effective and retroactive to July 1, 2017, for employees selecting the Co-Pay Plan, the employee shall pay the difference in cost between the employer's total cost of the HDHP (employer premium percentage and deductible contribution) and the premium of the Co-Pay Plan. For the Dental, Life and Disability Plans the Board shall contribute 82.5% of the premium cost and employees shall pay 17.5%. Thereafter, the employee cost for the Co-Pay Plan shall remain as described above and the employee cost for the Dental Plan shall be as described below for those enrolled in the HDHP.

If the excise tax is triggered, the Board and the Union agree to reopen this Agreement on health insurance and wages.

Subscribing employees will be permitted to enroll dependent family members in the Health Insurance Plan(s) only. Dependent and family members as used herein shall conform with the definitions of eligibility indicated by each insurance plan.

Employees in the Co-Pay Plan and employees who have an HRA with the High Deductible Health Plan shall be permitted to enroll in an Internal Revenue Code Section 125 pre-tax medical expense account also known as a Reimbursement Account Plan ("RA Plan") for the purpose of enabling Association members to divert a portion of their gross salaries, prior to deduction for federal income taxes, by a minimum of \$100 to a maximum of the legal limits permitted by the IRS Code and Regulations as those limits may change from time to time per plan year for health reimbursement (including but not limited to their share of premium costs for such plans, uncovered medical or dental expense, and deductibles), and by a minimum of \$500 to a maximum of the legal limits permitted by the IRS Code and Regulations as those limits may change from time to time per plan year for dependent care, into an account from which during the course of the plan year, they can be reimbursed for the aforesaid health care costs covered by the medical or dental plans described in this Agreement between the Board and the Association. Employees in the HDHP with an HSA shall be permitted to enroll in an Internal Revenue Code Section 125 pre-tax expense account also known as a Reimbursement Account Plan ("RA Plan") for the purpose of enabling Association members to divert a portion of their gross salaries, prior to deduction for federal income taxes, by a minimum of \$500 to a maximum of the legal limits permitted by the IRS Code and Regulations as those limits may change from time to time per plan year for dependent care, into an account from which during the course of the plan year, they can be reimbursed for the aforesaid dependent care costs. Such election shall be optional for the employee. These plans shall run on a fiscal year basis with no grace period for incurring claims.

The Board makes no representations or guarantees as to the initial or continued viability of such a medical expense account and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of such reimbursements. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association nor any administrator covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest, or other costs or losses arising from a flaw or defect in the reimbursement account plan or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

Employees shall be required to authorize participation or to submit a waiver of participation in all insurance plans offered to them under the provisions of this Article. Appropriate forms shall be provided by the Board of Education.

It is understood that the Board may change insurance carriers. All benefits shall be substantially equivalent to those enjoyed under the prior insurance policies.

Disputes concerning an employee's eligibility or entitlement to the benefits contained herein are matters which are to be resolved between the employee and the insurance carriers. Such disputes shall not be subject to the grievance procedure contained in this Agreement.

Employees hired before September 1, 2008 who are regularly scheduled to work twenty (20) or more hours per week shall be eligible to participate in the coverages set forth in this Article. Employees hired after September 1, 2008 but before September 1, 2011 must regularly be scheduled to work twenty-five (25) hours or more per week to be eligible to receive any of the insurance benefits provided herein. Employees hired on or after September 1, 2011 must regularly be scheduled to work thirty (30) hours or more per week to be eligible to receive any of the insurance benefits provided herein.

Notwithstanding the above, employees may elect to waive all health and dental insurance (but not life or disability) coverage provided for under this Article 11, and in lieu thereof may receive an annual payment of \$2,000 (individual coverage); \$3,000 (two person); \$4,000 (family). Payment to those employees waiving such coverage shall be made in equal payments during the months of February and June. Notice of intention to waive insurance coverage must be sent to the Superintendent or his designee not less than thirty (30) calendar days prior to the publicized enrollment period cut-off date and may be subject to any regulations or restrictions which may be prescribed by the appropriate insurance carriers. Any employee may elect to resume Board provided insurance coverage effective the next enrollment period, upon written notice to the Board of Education, and subject to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate carriers, provided, however that an employee may in extraordinary circumstances, re-enter the medical plan during the year upon review by the Superintendent. Any payment received by the employee in lieu of coverage will be discontinued and/or repaid to the Board. Extraordinary circumstances are those such as divorce, death, or loss of spousal employment which result in loss of the alternative insurance coverage because of which the employee discontinued coverage with the Board, but shall not include illness or injury. This provision is not applicable to a person who, if health benefits were declined, otherwise would be covered under benefits provided to another person by the Town of Guilford. This waiver option is not available to retired employees.

Article 12
USE OF SCHOOL FACILITIES

The Association will have the right to use school buildings without cost at reasonable time for meetings, provided, however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings. The Principal of the building in question shall receive the request at least 24 hours in advance of the time and place of all such meetings.

Article 13
TRAVEL REIMBURSEMENT

Members who use their own cars with prior approval of the Superintendent or his/her designee on official school business shall be reimbursed at the IRS rate which is consistent with rates being reimbursed to other school personnel.

Article 14
REDUCTION IN FORCE

Reduction in personnel shall be defined as a cutback or reduction in the work force due to elimination of one or more positions within a particular position, level and program. Reduction in personnel shall be defined so as to include a reduction in a position's weekly hours.

1. Paraeducators

a. The following definitions shall be applicable to reduction in paraeducator personnel.

- 1) Position refers to paraeducators.
- 2) Level means elementary school, middle school, high school and district-wide
- 3) Program means special education (including but not limited to speech and hearing, learning disabilities, mentally disabled) language arts, culturally different, etc. as listed in the program budget format.

b. In the event the Board of Education determines that a reduction in Paraeducator personnel is to take place, such reduction shall be accomplished in the following order:

- 1) Paraeducators working twenty (20) hours or more, but less than thirty (30) hours per week;
- 2) Paraeducators working thirty (30) hours or more per week;
- 3) Subject to the criteria of paragraphs (1) and (2) above, when there are two or more paraeducators in the position, level and program affected, the paraeducator hired last in Guilford shall be laid-off first. Where a paraeducator who had been employed in a position with more than twenty hours and less than thirty hours per week has been appointed or transferred into a thirty hour or more per week paraeducator position, such

appointment or transfer shall constitute a break in, and loss of, seniority insofar as determining seniority in reduction in force of more than thirty hour per week paraeducators, but such break in seniority shall not result in loss of seniority with respect to more than twenty but less than thirty hour per week paraeducators.

- c. Furthermore, an individual employed in a paraeducator position that has been established through the Planning and Placement Team process may not be bumped by another paraeducator.
- d. Paraeducators laid-off pursuant to this article shall be given first opportunity to fill an opening beginning with the most senior employee. This recall eligibility shall be in effect for eighteen (18) months from the date of layoff.

Recalled members of the unit will accept or reject in writing any offer of rehire within 14 calendar days of the mailing of the offer to rehire to the member's address which is on file in the Superintendent's office. In the event the member of the unit does not accept the Board's offer of rehire, or does not respond in writing within 14 calendar days of the mailing, the member of the unit shall forfeit all recall rights.

A member of the unit who is recalled pursuant to this Article shall be placed on the same salary step as he/she was on at the time of layoff if the recall occurs within the contract year when the layoff occurred. If the recall occurs within a succeeding contract year, the employee shall be placed on the next higher step on the salary schedule over that which he/she was located on at the time of layoff provided the employee completed at least six months of service in the contract year of layoff and provided further that the members of the bargaining unit advanced one step at the end of the contract year in which the layoff occurred.

- e. Paraeducators hired as a result of central planning and placement team, administrative agency or court action shall be excluded from the provisions of this Article.

2. Administrative Assistant, Building/Central Office Administrative Assistant

a. The following definitions shall be applicable to reduction of administrative assistant staff other than paraeducators.

- 1) Position refers to one of the following: Administrative Assistant, Building/Central Office Administrative Assistant.
- 2) In the event that the Board of Education determines that a reduction in the work force is to take place, such reduction shall be accomplished in the following order:
 - a) Administrative Assistant staff working twenty (20) hours or more, but less than thirty (30) hours per week, in the position affected.

- b) Administrative Assistant staff working thirty (30) hours or more per week in the position affected.
- c) Subject to the criteria of paragraphs (1) and (2) above, when there are two or more employees in the position affected, the employee hired last in Guilford shall be laid-off first.

b. In the event of a reduction in administrative assistant staff, the employee affected shall have the right to replace the least senior employee in the next lesser job position so long as the bumped employee has less service in Guilford. For purposes of this paragraph only, administrative assistant positions shall be ranked as follows:

1. Building/Central Office Administrative Assistant
2. Administrative Assistant

Year round personnel can bump year round or school year personnel. School year personnel can bump only school year personnel.

c. Administrative Assistant staff who are laid-off pursuant to this article, shall be given first opportunity to fill an opening in their former position beginning with the most senior employee in the position affected. This recall eligibility shall be in effect for eighteen (18) months from the date of layoff.

Recalled members of the unit will accept or reject in writing any offer to rehire within 14 calendar days of the mailing of the offer to rehire to the member's address which is on file in the Superintendent's office. In the event the member of the unit does not accept the Board's offer of rehire, or does not respond in writing within 14 days of the mailing, the member of the unit shall forfeit all recall rights.

A member of the Unit who is recalled pursuant to this Article shall be placed on the same salary step as he/she was on at the time of layoff if the recall occurs within the contract year when the layoff occurred. If the recall occurs within a succeeding contract year, the employee shall be placed on the next higher step on the salary schedule over that which he/she was located on at the time of layoff provided the employee completed at least six months of service in the contract year of layoff and provided further that the members of the bargaining unit advanced one step at the end of the contract year in which the layoff occurred.

Article 15

TEMPORARY SERVICE IN A HIGHER CLASSIFICATION

An employee assigned to perform temporary service in a higher classification shall be paid for such work at the higher classification rate after ten (10) consecutive work days in such higher classification.

Article 16
BOARD OF EDUCATION RESPONSIBILITIES

Section 1

It is agreed that the management of the schools and the business of the Board, including the direction of the working forces, the establishment of methods of operations, the scheduling of hours of work, the establishment of plans for increased efficiency, the maintenance of standards of quality, the right to hire, promote, transfer, discipline, suspend or discharge for proper cause, the right to hire, appoint, and direct supervisors, the right to transfer or relieve of duty because of lack of work, the right to determine the methods, means, manner and personnel by which services shall be rendered and the right to take any actions necessary in situations of emergency regardless of prior commitments to carry out the responsibility of the Board to the citizens of Guilford, are solely vested in the Board, subject, however, to the terms of this Agreement.

Section 2

The right to make reasonable rules and regulations shall be considered an acknowledged function of the Board. In making rules and regulations related to personnel policy, procedures, practices, and matters of working conditions, the Board shall be bound by the obligations imposed by law, as well as the responsibilities set forth in this Agreement.

Article 17
DUES DEDUCTION

A. Conditions of Continued Employment

All members of the unit employed by the Guilford Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal in amount to that portion of the Association dues which represents the costs of collective bargaining, contract administration and grievance adjustment.

B. Deductions

1. The Guilford Board of Education agrees to collect from each member of the unit the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues or service fee divided by the number of paychecks from and including the first paycheck in October through and including the last paycheck in June. The amount of the Association membership dues and service fee shall be certified by the Association to the Board of Education prior to August 1 for the following school year.

2. Members of the unit who do not wish to have the dues or service fee deducted from their paychecks must submit full payment to the Association prior to September 15. The Association must inform the Board of the names of all the members of the unit who will be exempt from payroll deduction by September 20.

C. Subsequent Employment

Those members of the unit whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining period of employment in that year.

D. Forwarding Monies

The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check a list of members of the unit for whom such deductions were made.

E. The singular reference to the "Association" herein shall be interpreted as referring to the Guilford Association of Educational Support Services.

F. The balance of the annual dues or service fee shall be deducted from the final paycheck of any employee resigning his/her position, receiving a leave of absence or terminating his employment after the opening of school.

G. The right to refund to employees monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee that amount of any dues or service fee deducted by the Board and paid to the Association, which deduction was made in error, and agrees to hold the Board harmless from any claims resulting from such error.

H. The Association shall indemnify and save the Board and/or the town harmless against all claims, demands, suits or other forms of liability, to include all costs and expenses associated with administrative or civil litigation, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

I. In the event a member of the bargaining unit contends that a percentage of the service fee is being utilized for matters other than collective bargaining, contract administration, and/or grievance adjustment, the percent of the service fee so claimed shall be placed in an interest-bearing escrow account until the dispute is resolved. The Association agrees to provide an impartial process to resolve disputes over the amount of the service fee.

Article 18
SAVINGS CLAUSE

Should any provision of this agreement be found unlawful by a court of competent jurisdiction, the remainder of this agreement shall continue in force.

Upon issuance of such a decision, the Board and the Association shall negotiate a substitute for the invalidated provision immediately.

Article 19
PROTECTION OF MEMBERS OF THE UNIT

If criminal proceedings are brought against an employee alleging that he/she committed a crime in connection with his/her employment, the Board shall hold harmless such employee from expenses incurred as a result of such criminal proceedings provided the employee is absolved from such charges through either a dismissal of the charges or a finding of not guilty; provided further, that such dismissal or not guilty finding is not the result of a proceeding such as accelerated rehabilitation or other pre-trial diversionary program.

Article 20
ANNUITY PLAN

Employees shall be eligible to participate in the Board's tax sheltered annuity program currently administered by the Copeland Company subject to Internal Revenue Service rules and regulations. For those employees who are vested in the Town of Guilford's Public School Employee's Pension Plan who contribute at least three (3%) percent of such employee's gross annual salary to such annuity plan during a fiscal year, the Board will contribute an additional amount equal to two and three-quarters (2.75%) percent of such employee's gross annual salary to the annuity plan. The Board's contribution will be paid during the last pay period during the month of June in such fiscal year.

Article 21
JUST CAUSE

No employee shall be suspended without pay or terminated without just cause. An employee may attach a note to any disciplinary record placed in his/her file and reserve the right to challenge the contents of such record in the event a suspension without pay or termination hearing occurs.

Article 22
EVALUATION

The Administration shall evaluate annually each bargaining unit employee's performance, provide a written evaluation of such performance, meet with the employee to discuss the content of the evaluation, areas of strength and where performance is lacking or deficient and methods/strategies for improving performance and obtain the employee's written response to the evaluation.

Article 23
HEALTH AND SAFETY

The Board and Association are committed to working together to ensure the safest possible environment for all students and staff. The parties agree to form a committee to evaluate the working conditions of paraeducators and find ways to increase the availability of assistance from other personnel and assistive devices when and where necessary to ensure the safety of the students and/or paraeducators. The goal of the committee shall be to reduce the dangers of injury to

students and/or paraeducators. The committee shall meet at least three (3) times each school year (one in the first month of the school year, one in the middle of the school year (usually January or February) and one in the last month of the school year and be composed of the Superintendent or his designee, the Director of Pupil Services, one principal, one teacher and three members of the Association. The committee shall report back to the Superintendent and the Association on its findings and recommendations. Where appropriate, the committee shall issue findings and/or recommendations to the Superintendent.

Article 24
DURATION AND TERMS OF AGREEMENT

This agreement shall take effect on date of ratification and remain in full force and effect until the 30th day of June, 2020, and retroactivity shall only occur where specified.

In witness whereof, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto as of the date and year first above written.

UPSEU/GAESS

By Nancy Cunningham

Date 1/8/18

Guilford Board of Education

By [Signature]

Date 1/8/18

UPSEU/GAESS

By [Signature]

Date 1/17/18

Appendix A
Guilford Association of Educational Support Services

2017-2018 SALARY SCHEDULE

	PARAEDUCATORS	ADMIN. ASST.	BLDG/ CO	
1	18.43	21.30	22.64	1
2	18.80	21.73	23.19	2
3	19.18	22.16	23.71	3
4	19.56	22.64	24.30	4
5	20.09	23.21	24.91	5
6	20.59	23.79	25.53	6
7	21.10	24.38	26.17	7
8	21.63	24.99	27.07	8
9	22.17	25.84		
10	22.98			

2018-2019 SALARY SCHEDULE

	PARA	ADMIN. ASST.	BLDG/ CO	
1	19.19	22.18	23.67	1
2	19.58	22.62	24.20	2
3	19.97	23.11	24.81	3
4	20.51	23.69	25.43	4
5	21.02	24.28	26.06	5
6	21.54	24.89	26.71	6
7	22.08	25.51	27.63	7
8	22.63	26.38		
9	23.46			

2019-2020 SALARY SCHEDULE

	PARA	ADMIN. ASST.	BLDG/ CO	
1	19.58	22.62	24.20	1
2	19.97	23.11	24.81	2
3	20.51	23.69	25.43	3
4	21.02	24.28	26.06	4
5	21.54	24.89	26.71	5
6	22.08	25.51	28.25	6
7	22.63	26.97		
8	23.99			

Effective and retroactive to July 1, 2017 – June 30, 2018

- Employees not at top step shall advance steps based on years of work with the District as follows:
 - 1-10 years - advance one step
 - Years 11 and beyond – advance two steps
- Employees at top step shall receive a 1.5% general wage increase.

Effective July 1, 2018 – June 30, 2019

- No employees move steps
- All employees receive a 2.08% general wage increase
- Remove the first step on the wage schedule

Effective July 1, 2019 – June 30, 2020

- Employees not at top step move one step
- Employees at top step shall receive a 2.25% general wage increase
- Remove the first step on the wage schedule