

**AGREEMENT BETWEEN THE COLCHESTER BOARD
OF SCHOOL DIRECTORS AND THE COLCHESTER EDUCATION
ASSOCIATION/SUPPORT STAFF UNIT**

July 1, 2018 – June 30, 2021

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PREAMBLE

This Agreement is made and entered into by and between the Colchester School District (hereinafter known as the "Board"), and the Colchester Education Association/Support Staff Unit (hereinafter known as the "CEA" or the "Association").

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

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

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

This Agreement shall be effective for the period commencing July 1, 2018 and ending June 30, 2021.

ARTICLE I

RECOGNITION

1.1 The Board recognizes the Association, for the purpose of collective negotiations pursuant to 21 V.S.A., Chapter 22, as the exclusive representative of a bargaining unit consisting of all food service employees, non-instructional aides, custodians, maintenance employees, secretaries, building level administrative assistants, bookkeeper, paraeducators, (including special education, classroom, library, and computer lab monitors), interventionists (autism, behavior, intensive needs) and building nurses. The bargaining unit shall not include the Central Office personnel (including: Financial Manager, Accounts Payable Bookkeeper, Office Coordinator, Central Office Administrative Assistants, Human Resources, Staff Accountant/Payroll, Medicaid Coordinator and Special Education Secretary), Food Services Director, Maintenance & Custodial Foreman, Director of Technology, Technology Assistants, Network Administrators, CHS Athletic Director or support staff employees who work twenty hours or less per week.

1.2 Unless otherwise indicated, persons employed in the above noted bargaining unit will be referred to as "employee, employees or members of the bargaining unit".

1.3 Employees who work more than twenty hours, but fewer than the number of hours worked by a full-time employee, shall be considered "part-time employees".

1.4 Employees who work fewer than ninety (90) days per year shall be considered "temporary employees" and shall not be included in the bargaining unit.

ARTICLE II

DEFINITIONS

2.1 The words and phrases used in this Agreement shall be defined as set forth in this Article unless otherwise noted by this Agreement.

2.2 Full-Time, Full-Year Employees: Employees, who work a minimum of eighteen hundred and twenty (1,820) hours per fiscal year, shall be considered full-time, full-year employees.

2.3 Part-Time, Full-Year Employees: A full-year employee who works greater than twenty (20) but less than thirty-five (35) hours per week shall be considered a part-time, full-year employee.

2.4 Full-Time, School-Year Employees: Employees who work a minimum of thirty (30.0) hours per week during the school year for a minimum of 176 days, shall be considered full-time, school-year employees.

2.5 Part-Time, School-Year Employees: A school-year employee who works greater than twenty (20) but less than thirty (30.0) hours per week shall be considered a part-time, school-year employee.

2.6 Part-time Employees: Employees who work greater than twenty hours, but fewer than the number of hours worked by a full-time employee, shall be considered "part-time employees".

2.7 Benefits and working conditions: Employees benefits and working conditions are defined by whichever group is designated on their letter of hire or intent.

ARTICLE III

NEGOTIATIONS

3.1 Not later than November 1st of the year preceding the expiration of this Agreement, either the Board or the Association may give notice to the other if it wishes to negotiate a successor to this Agreement. Thereafter, the negotiating teams for the Association and the Board shall meet at a mutually agreeable time to begin negotiations for a successor agreement.

3.2 The Board and the Association shall schedule such meetings as may be necessary to discuss all matters to be negotiated for the subsequent agreement. Negotiations shall take place in good faith in order to reach agreement upon the subsequent agreement. Within thirty (30) days of the date of the request for a meeting of the negotiating teams, a mutually convenient place and time for the meeting shall be established.

3.3 Consistent with Vermont Statutes, the Board shall make available such public records necessary for negotiations.

3.4 Despite the reference in this Article, the Board and the Association each shall have the right to act by Board or by designated representatives, whether or not members, for each party.

3.5 Within thirty (30) days after ratification, copies of this Agreement shall be available on the District's website. Each new employee shall be directed to the Agreement on the website during the employee orientation.

ARTICLE IV

ASSOCIATION AND BOARD RIGHTS

4.1 The Board and the Association hereby agree that each employee has the right freely to organize, join and support the Association and its affiliates for the purposes of engaging in collective bargaining and other activities for mutual benefit. The Board and Association agree that they shall not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred under Title 21, Chapter 22 of the Vermont Statutes Annotated.

4.2 The Board agrees to deduct Associations dues from the paycheck of each employee who individually and voluntarily authorize dues deductions. Employees' authorizations will be in writing in a form agreed upon by the Association and the Board. Said deduction shall be in substantially equal amounts from each paycheck during the contract year. Authorizations shall continue from year to year unless revoked by the employee in writing prior to June 15th of the previous contract year. Dues deducted from the employees' wages will be transmitted to the Association at regular intervals during the school year. The Association will annually certify to the Board the amount of the Association dues.

4.3 The Association shall have the right to use such facilities and equipment as are normally located within the school, as well as school audio-visual equipment at reasonable times and upon prior request to the principal or his or her designee, provided that such use occurs when school is not in session, and when an employee is not working and does not interrupt normal school activities and operations. Any cost of repairs beyond ordinary maintenance resulting from the use of such equipment, and the cost of materials, shall be borne by the Association.

4.4 Members or representatives of the Association shall be permitted to transact official business of the Association on school property during the non-working time of employees.

4.5 The Association shall have the right to use employee mailboxes, district email and one bulletin board per school building to be located in employee lounge area for the posting of notices of its activities and matters of Association concern.

4.6 The Board retains all the rights and functions necessary to effectively manage the District except to the extent that they are expressly and specifically modified or limited by the written provisions of this Agreement. These rights include, but shall not be limited to, the right to plan, direct, schedule, assign, transfer and control employee work assignments and duties; to determine the means, methods, processes, materials and equipment necessary to deliver the services provided by the District; to maintain the efficiency of employees; to create, revise, and eliminate positions; to determine employee work schedules and hours; to establish and require reasonable rules and regulations not in conflict with the terms of this Agreement; to hire and demote employees; to discipline, suspend and discharge employees for just cause.

4.7 The Board shall have the right to subcontract work performed by the bargaining unit in the situations which:

A. The work is for a temporary duration;

B. The work performed by the private contractor is generally beyond the expertise of bargaining unit employees; or

C. The technology or equipment used by the contractor is not generally used by the bargaining unit employees.

ARTICLE V

GRIEVANCE PROCEDURE

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

5.2 Time Limits: No grievance shall be considered valid unless it is submitted at Step 1 of the procedure herein within fifteen (15) days of the first occurrence or the date the employee reasonably should have known of the first occurrence that gave rise to the grievance. Failure by the grievant or the Association to adhere to these procedures within a specified time period shall terminate the grievance as null and void. Failure of the Board or its representative to render a decision within a specified time shall be construed as a denial of the grievance and grievant may proceed to the next step. For purposes of this Article, all "days" shall consist of weekdays (Monday through Friday) exclusive of legal holidays as defined by Title I VSA § 371. Time periods specified in this Agreement may be extended by mutual agreement, in writing, between the grievant and the Superintendent.

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

5.4 Procedure: Each grievance shall be submitted in writing, and shall include a statement of the issues being grieved as well as reference to specific provisions of the Agreement alleged to have been violated and the specific remedy sought. The grievant shall retain the right

to withdraw the grievance at any time or at any step of the grievance procedure. The grievance may be withdrawn at any level without establishing a precedent. Nothing contained within this grievance procedure shall be construed as limiting the right of an employee to discuss a complaint informally with his supervisor or having the dispute adjusted without the intervention of the Association, provided such adjustment is consistent with the terms of this Agreement. Should such informal process fail to resolve the grievance, the procedures set forth below shall be initiated:

Step 1 - The grievant shall present the grievance in writing to his direct supervisor within fifteen (15) days of the first occurrence or the date the employee should have known of the first occurrence that gave rise to the grievance. A copy thereof, shall at the same time, be filed with the Superintendent and the Association. The supervisor shall schedule a meeting with the grievant to take place within five (5) days of the supervisor's receipt of the grievance. The supervisor shall provide the grievant with a written response within five (5) days after said meeting. Such answers shall include the reason(s) upon which the decision is based.

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

Step 3 - If the grievance is not resolved at Step 2, the grievant may, within five (5) days of receipt of the Superintendent's written response, forward the grievance in writing to the Chairman of the Board, together with written reasons for the grievant's dissatisfaction with the Superintendent's decision and remedy sought. Within fifteen (15) days of receipt of the appeal, the Board shall schedule a meeting with the grievant to hear the basis for the grievant's dissatisfaction with the Superintendent's decision. Within ten (10) days of said meeting, the Board shall provide a written decision to the grievant, with copies provided to the Association. Such decision shall include the basis for the Board's decision.

Step 4 - If a grievance is not resolved at Step 3, the Association may, within ten (10) days of the deadline for receipt of the Board's decision, demand binding arbitration of the grievance. Such demand shall be in writing and sent to the Superintendent and shall include the reasons for the

grievant's dissatisfaction with the Board's decision and remedy sought. The arbitrator shall be determined by mutual agreement between the Board and the Association. Should the parties be unable to agree upon the selection of an arbitrator within ten (10) days after the date of demand for arbitration, the Association shall file its request for arbitration with the American Arbitration Association ("AAA") pursuant to the AAA's voluntary arbitration rules. If arbitration is not requested within the time period set forth herein, the grievance shall be deemed resolved pursuant to the Board's decision.

5.5 Arbitrator's authority: The arbitrator's authority shall be limited to interpreting and applying the express written provisions of this Agreement and he/she shall have no power to add to, subtract from, alter, disregard or modify any such provisions. The arbitrator shall be limited to the matters raised by the parties.

5.6 Expense of arbitration: The expenses of the arbitrator's services shall be borne equally by the Board and the Association; however, each party shall be responsible for compensating its own representative and witnesses. If either party desires a transcript of the arbitrator then that party shall bear the full cost of said transcript, including the cost of providing a copy to the other party.

5.7 Reprisals: No reprisals will be taken by the Board or the Association against any person because of his participation in this grievance procedure.

5.8 Investigation of grievance: The Board and the Association will cooperate in the investigation of any grievance and will furnish each other with any information requested which is established to be pertinent to the processing of the dispute presently being grieved.

5.9 Withdrawal of grievance: A grievance may be withdrawn or settled at any level without establishing a precedent.

5.10 Students participation in grievance meetings: Students who are minors shall, under no circumstances, be involved in the grievance meetings noted above unless written consent from a parent and/or legal guardian is filed with the Superintendent at least one day prior to said meeting. The parent and/or legal guardian may be present at such meeting.

ARTICLE VI

EMPLOYEE RIGHTS/CONDITIONS OF EMPLOYMENT

6.1 Employee Representation:

A. Whenever an employee is required to appear before the Superintendent or the Board, with respect to any matter which could adversely affect the continuation of the employee's employment, the employee shall be entitled to Association representation provided such representation does not unduly impede the scheduling of the meeting.

B. Whenever an employee is required to meet with his/her supervisor regarding the discipline of the employee, the employee shall be entitled to Association representation provided such representation does not unduly impede the scheduling of the meeting. It is understood that this requirement shall not apply to meetings regarding such issues as the evaluation and supervision of employees.

6.2 Job Postings: Employees will be informed of all job openings within the bargaining unit. Should a vacancy occur within the bargaining unit, either through the creation of a new position, or a vacancy in an existing position, the vacancy will be posted. All non-educational support staff positions will be posted internally for five (5) business days before the position is filled. Members of the bargaining unit who apply for said openings will be considered for voluntary transfer into said position, along with the applications of any other individuals who apply for said position.

6.3 Lay Off:

A. In the event that the Board determines, for any reason, it is appropriate to reduce the total annual regular straight-time assignment (hours/days) of an employee(s) said employee shall be notified in writing of such a reduction at least fourteen (14) calendar days in advance of the effective date of the reduction.

B. In the event that an assignment is to be completely eliminated, employees

will be laid off with consideration given to qualifications, past performance and seniority.

Employees shall be notified in writing of a layoff at least fourteen (14) calendar days in advance of the effective date of the layoff. Seniority shall be defined as an employee's most recent period of continuous employment with the District in a bargaining unit position.

6.4 Recall Rights: An employee who has been laid off shall retain the right to be recalled to a bargaining unit position for a period of one (1) year from the date of lay off. Employees shall be recalled based upon the needs of the District, qualifications, past performance and seniority. Notice of recall shall be provided in writing to the individual's last known mailing address by registered mail. The individual must respond and be available for work within fourteen (14) calendar days or forfeit all rights.

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

6.6 Job Descriptions: Job descriptions for each bargaining unit position shall be developed by the Board. Employees shall be provided a copy of their job description at the time of employment. Current job descriptions will be available at any time on the district's website. Job descriptions shall be reviewed biennially by the Board or the Board's designee. Employees who are required to lift or carry any objects which weigh in excess of 75 pounds as a regular and routine part of their employment shall be so notified.

6.7 Personnel Files:

A. No material derogatory to an employee's conduct, service, character, or personality will be placed in the employee's personnel file unless the employee had an opportunity to review said material. Employees shall acknowledge that they have had an

opportunity to review such material by signing any material to be filed in their personnel file with the understanding that such signature merely signifies that they have read the material to be filed. Signing any document does not necessarily indicate agreement with its content. The employee also has the right to submit a written response, which will be reviewed by the administration and included in the employee's personnel file.

B. Once every two (2) school years, employees may request the removal of documents from their personnel file which they believe are obsolete or otherwise inappropriate for retention. Such request shall be submitted to the Superintendent in writing and the Superintendent may grant or deny such request, in whole or in part, at his/her discretion.

C. Upon reasonable request and during non-working time, an employee may review the contents of their personnel file and may receive a copy of such documents, at their expense. An Association representative may accompany an employee during such review.

6.8 Probation: During the first ninety (90) calendar days of employment with the District, an employee shall be on probationary status. During such period of time, the employee may be disciplined or discharged at the discretion of the District and such action shall not be subject to the grievance procedure of this Agreement. An employee's probationary status may be extended for an additional ninety (90) calendar days by mutual agreement between the District and the employee. For school-year employees, summer break will not be counted as part of either 90-day probation period.

6.9 Just Cause: An employee shall not be disciplined, suspended or discharged without just cause.

6.10 Suspension and Discharge: Consistent with Section 6.9 above, the District shall have the right to suspend or discharge an employee for the violations defined by, but not limited to, the following as they relate to the employee's position in the District:

- A. Dishonesty (e.g., theft, falsification of records, etc.).
- B. Insubordination (e.g., willful disregard for a manager's direct order).
- C. The use of abusive, obscene, profane, harassing or threatening language to fellow employees, Board members, students, parents and community members.
- D. Being under the influence of, in possession of, distributing, or consuming alcohol or drugs (illegal or unprescribed) while on District premises.
- E. Gross negligence in the performance of assigned duties.
- F. Excessive absenteeism or tardiness.
- G. Willful damage or destruction of District property.
- H. Fighting while on District property.

6.11 Overtime:

A. Employees shall be paid at a rate of one and one-half (1 1/2) times their regular hourly rate for all time worked in excess of forty (40) hours per week. Eligibility for overtime payment shall be based upon working hours only. All overtime must be approved by the District.

B. Employees required to work on Saturdays, Sundays and holidays shall be guaranteed a minimum of four (4) hours of overtime pay at the above noted rate, provided the time worked is not part of the employee's regularly scheduled work shift.

6.12 Employment: Consistent with all other terms of this Agreement, school-year employees shall be re-employed by the District for successive fiscal years. Such employees will indicate their intent to return to the District by June 1st, using a form provided by the District. The form noted herein shall identify the employee's projected assignment (job title and building), however, the District retains its right to change said assignment after said notice has been provided to the employee.

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

6.14 Equipment/Training: The Board shall provide the equipment necessary to employees, along with training for all such equipment, for all work which they are requested or required to perform by any supervisor(s).

6.15 Substitute Employees: Whenever an individual is hired as a substitute for an employee who is on a leave of absence, said substitute shall be employed only for the duration of the employee's leave of absence. Employees hired as substitutes for employees on a leave of absence shall be notified in writing of their temporary status at the time of hiring. The notice of temporary hiring status shall indicate the employee they are replacing and the length of the particular temporary leave of absence involved. Substitute employees hired to temporarily replace employees on a leave of absence shall not have any rights to continued or recall employment as provided by this Agreement.

6.16 Work Boots: Each bargaining unit maintenance worker will wear steel-toed work boots while on the job. For each bargaining unit maintenance worker, the District will provide financial reimbursement for the actual cost for one pair of steel-toed work boots (to a maximum of \$150.00). This reimbursement will be provided on an annual basis with proof of purchase.

6.17 Pager: When a maintenance worker is directed to carry and respond to a pager during weekends (from 2:30 p.m. Friday through 6:30 a.m. the following Monday, a total of 64 hours) or holidays, the maintenance worker shall be paid a stipend of \$80.00 for the period. If the maintenance worker is called in to work during the time they are assigned the duty of carrying and responding to the pager, they will be paid for all time actually worked. Time worked will include commuting from home to the district, time spent responding to the pager

issue and returning home. The Maintenance Foreman will carry the pager during the week (Monday through Thursday). During vacation or absence of the Maintenance Foreman, when a maintenance worker is so directed, the compensation will be as shown in the table below.

Number of Days	Stipend
1	\$20.00
2	\$40.00
3	\$60.00
4	\$80.00

6.18 Uniforms: The Board has the right to require a uniform for the maintenance, custodial and food service staff. If and when such requirement is made, the Board will provide a uniform or a uniform stipend to defray the cost of the uniform.

6.19 Faculty Meetings: Support staff will be paid, at their normal hourly rate, for attending faculty meetings when such attendance is at the request of the supervisor.

6.20 In-service: Support staff are required to attend in-services if requested by their Administrator. Staff will be paid, at their normal hourly rate, for attending any in-services, as requested and/or approved by an Administrator in advance.

6.21 Snow Days: If school is cancelled after employees are required to be at school, employees will be paid for two (2) hours or for the actual time worked, whichever is greater.

ARTICLE VII

LEAVES

7.1 Sick Leave:

A. Each full-year and school-year employee shall be entitled to paid leave for absences, based on scheduled hours, due to personal illness, physical disability, including disabilities connected with or resulting from pregnancy, as set forth herein.

Upon being hired, each such full-year employee shall be provided six (6) days of paid sick leave effective with the first day of employment. Additionally, such employees shall be

provided one (1) day of sick leave per month of employment to a maximum possible accumulation of ninety (90) days.

Upon being hired, each school-year employee shall be provided four (4) days of paid sick leave. Additionally, such employees shall be provided one (1) day of sick leave per month of employment for the months of September through June (10 days per year) to a maximum possible accumulation of forty-five (45) days.

B. Full-time, full-year employees who accumulate fifty-five (55) sick days shall receive payment of \$15 for each month their accumulation is at or above fifty-five (55) days. Employees can accumulate no more than ninety (90) sick days. Payment of the \$15 will be included in the payroll that includes the first of the month. This payment is in lieu of sick day earned. No full-time, full-year employee shall earn more than \$180 per fiscal year.

School-year employees who reach the maximum possible accumulation of forty-five (45) sick days shall receive payment of \$15 for each month (September – June) their accumulation is at 45 days. Payment of the \$15 will be included in the payroll that includes the first of the month. This payment is in lieu of sick day earned. No school-year employee shall earn more than \$150 per fiscal year.

C. Full-year employees may utilize up to fifteen (15) accrued sick days per fiscal year for a serious illness in the employee's immediate family. School-year employees may utilize up to ten (10) accrued sick days per school year for a serious illness in the employee's immediate family. Said limits on duration for sick leave to attend to immediate family members may be extended by approval of the Superintendent. This is for serious illness only. A doctor's certificate must be submitted. Leave is counted against the employee sick leave balance. Immediate family shall be defined as the employee's spouse, children, parents, step-parents, siblings, grandparents, grandchildren, the same relatives for the employee's spouse, and any other person who is a member of the employee's household.

D. Employees utilizing sick leave must notify the District of their intention to do so on a daily basis pursuant to Board policy. A physician's certificate may be required by the District to verify the legitimacy of sick leave use, under the following conditions:

- (1) The employee has been absent for four (4) consecutive calendar days, or
- (2) The employee has been absent a total of four (4) working days during any thirty (30) day period.

E. In the event that an employee sustains an on-the-job injury which is compensable pursuant to the Workers' Compensation statute, said employee shall not be allowed to utilize paid sick leave to offset the difference between the Worker's Compensation benefit and the employee's regular (straight time) earnings.

F. Employees shall not earn sick leave or vacation time while on disability leave and sick leave shall not be used concurrent with long-term disability insurance benefits.

7.2 Accrual of Vacation:

A. Each full-time, full-year employee shall be entitled to paid vacation as set forth herein. The vacation days noted below shall be earned upon the completion of the period of continuous service noted below; "continuous years of service" shall be determined by the employee's employment anniversary date. When employees move between jobs, they retain the number of years' service for calculation of vacation. However, during an employee's first year of service, said employee shall be deemed to have earned a pro-rated portion of vacation, effective with the first day of the new fiscal year (July 1st) that occurs during his/her first year of service.

<u>Continuous Years of Service</u>	<u>Days</u>
1 - 5 years	10

6 - 10 years	15
11 - 20 years	20
20+ years	25

B. Utilization - Vacations shall be scheduled and utilized subject to administration approval. Employees are entitled to utilize days at the completion of the fiscal year in which they are earned. Employees who have worked less than a full fiscal year shall be entitled to utilize the pro rata portion of leave earned as of the first day of the fiscal year (July 1st) that occurs during the employee's first year of service. Employees who are on vacation shall not be allowed to convert vacation days to sick leave days unless the employee is hospitalized in which case the number of days of hospitalization shall be converted to sick leave to the extent that an entitlement to sick leave exists. Vacation time can be taken in no less than ½ day increments.

7.3 Holidays:

- A. Each full-year employee shall receive twelve (12) paid holidays per calendar year.
- B. Each school-year employee shall receive five (5) paid holidays per year.
- C. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday.

These holidays are as follows:

HOLIDAY	EMPLOYEE TYPE	
	FULL YEAR	SCHOOL YEAR
Independence Day	X	
Labor Day	X	
Thanksgiving Day	X	X
Day after Thanksgiving Day	X	X
Christmas Day	X	X
Day preceding or day after Christmas Day (as determined by the District)	X	X
New Year Day	X	X
One "floating" holiday (in lieu of Presidents' Day) to be scheduled by the employee, subject to district approval, when school is not in session	X	
One day in February as determined by the District	X	
One day in April as determined by the District	X	
Memorial Day	X	
One "floating" holiday (in lieu of Veteran's Day) to be scheduled by the District when school is not in session	X	
TOTAL	12	5

7.4 Employee Discretionary Leave: Each employee shall be entitled to two (2) days of paid leave to be used at the discretion of the employee. Employees who have completed their fifteenth (15) year working for the District shall be entitled to three (3) days of paid leave. Discretionary days cannot be used the day before or the day after a holiday or vacation period. All requests for time off must be approved by the principal so that the scheduling of the leave does not unduly impede the operation of the District. Discretionary leave must be scheduled two (2) working days in advance of the intent to take time off. Days may be taken in half-day increments. Employees will be permitted to carry one (1) discretionary day over to the

subsequent year. This carryover day must be used no later than December 31st of the following year.

7.5 Bereavement Leave: Up to five (5) days with pay will be allowed for the death in the employee's immediate family. Definition of immediate family shall be the employee's spouse, children, parents, step-parents, siblings, grandparents, grandchildren, the same relatives for the employee's spouse, and any other person who is a member of the employee's household at the time of death. Bereavement leave may be granted at the discretion of the Superintendent for any other members of the employee's extended family.

7.6 Jury Duty: Any employee who is required to serve on jury duty shall receive the difference between jury duty payment and his/her wages for his/her normal work day.

7.7 Other Leave: At the sole discretion of the Board, an employee may be granted a leave of absence, with or without pay, for up to one (1) year for reasons as allowed by the Board. Such leaves which are of a five (5) day or less duration shall be granted at the sole discretion of the Superintendent. Employees granted such leave shall be allowed to continue coverage in the insurance plans provided by this Agreement, subject to the regulations of the carrier and the employee paying the full premium cost to the District in sufficient time for the District to pay the group premiums when due. Provided the position still exists, the Board will restore the employee to the position occupied before such leave was granted or to any other substantially equivalent position for which the employee is qualified; if the employee is assigned to his/her previous position, the Board has the right to terminate any individual hired to replace the employee who was granted such a leave.

7.8 Professional Development Leave: Upon request by the employee, each employee may be granted, with the approval of his/her supervisor, paid leave to attend a seminar, workshop or similar educational activity which is directly related to the employee's current job assignment. Employees shall be paid for the actual time spent participating in the above-noted activities.

7.9 Military Leave: The Board shall grant an unpaid leave and re-employment rights as required by federal and state law to any employee who enters the Armed Forces of the United States, whether by draft or voluntary enlistment.

7.10 Sick Leave Request: In the event of a prolonged illness, the Superintendent, Business and Operations Manager and Association Representative will collectively determine if additional sick leave with pay to a maximum of twenty (20) days annually (school-year calendar) will be granted for each eligible individual. Eligible individuals will have been employed by the District for more than three (3) years, will have used all available sick, vacation and discretionary time available and will fill out the appropriate form and include a Doctor's certification of prolonged illness. Part-time employees will be granted days on a pro-rata basis.

7.11 Exceeded Time Off: Any employee who exceeds their total allotted time off (discretionary, sick, vacation, etc.) will be subject to disciplinary action to include possible termination.

ARTICLE VIII

EVALUATIONS

8.1 An employee shall be provided a copy of any formal performance review completed by the Administration. The performance review will be placed in the employee's personnel file at the Central Office.

8.2 Each employee will be provided a copy of any evaluation report prepared by the administration and will be entitled to a conference to discuss said reports. Such reports shall not serve as a basis for any action adverse to the employee unless the employee has had an opportunity to participate in said conference. The employee will acknowledge that he/she has had an opportunity to review the report by affixing his/her signature to the filed copy with the express understanding that such signature does not indicate agreement with the document's content. No employee will be required to sign a blank evaluation report. The employee will also

have the right to submit a written response to such material. Said response will be reviewed by the administrator and included in the employee's personal file.

8.3 Any final evaluation report prepared by a member of the administration and any conference to discuss said report shall be conducted by a member of the administration. However, it is expressly understood that teachers may be asked to provide information for an evaluation report and may be asked to participate in a conference with an employee to discuss said report if deemed appropriate by the Administration.

ARTICLE IX

NO STRIKE - NO LOCKOUT

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

ARTICLE X

SEVERABILITY

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

ARTICLE XI

COMPLETE AGREEMENT

11.1 This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the terms of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.

ARTICLE XII
COMPENSATION

12.1 Wages: Employee compensation will be based on job classification (grade), education (paraeducators only) and relevant experience. Compensation ranges for all employees governed by this agreement are outlined in Appendix A1. The matrices used for compensation placement are shown in Appendices B1 through B6. Existing employees will receive an increase in their hourly pay of fifty (50) cents in 2018-2019, fifty-three (53) cents in 2019-2020 and fifty-seven (57) cents in 2020-2021 through step movement. Employees at or exceeding the maximum step in any year will receive the same increase but will remain on the highest step. New employees will be placed on the appropriate step based on grade, education (paraeducators only) and experience.

12.2 Insurance: The Board agrees to provide insurance coverage for employees set forth herein, subject to the eligibility requirements of the individual insurance carrier. The Board shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage of such claim. Further, the Board shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the insurance coverage set forth in this Agreement. The Board and the Association may mutually agree to change the insurance carrier or plan set forth herein at any time.

A. Medical Insurance

All qualifying employees have the option of choosing any of the four (4) plans available through the Vermont Education Health Initiative (VEHI). The plans are as follows: VEHI Platinum, VEHI Gold, VEHI Gold CDHP and VEHI Silver CDHP.

Full-time, full-year employees:

The Board shall pay 80% of the premium cost of the VEHI Gold CDHP plan for whatever coverage the employee chooses (single, 2 person, parent/child(ren), family). In the event an employee chooses a plan other than the Gold CDHP, the District's obligation shall be the same dollar amount it spends for coverage under the Gold CDHP plan.

Full-time, school-year employees:

The Board shall pay 80% of the premium cost of the VEHI Gold CDHP plan for a single plan. In the event an employee chooses a plan other than the Gold CDHP, the District's obligation shall be the same dollar amount it spends for coverage under the Gold CDHP plan.

Health Reimbursement Arrangement:

The District will offer a Health Reimbursement Arrangement (HRA) for those that elect to take the Gold CDHP plan. Terms of the HRA are as follows.

	Employee Share	District Share	Employee Share	Total Coverage
Single	\$200	\$2,100	\$200	\$2,500
Parent/Child(ren)	\$400	\$4,200	\$400	\$5,000
Two Person	\$400	\$4,200	\$400	\$5,000
Family	\$400	\$4,200	\$400	\$5,000

Note: The employee share for out of pocket expenses will be paid first and last.

Employee's option to payment in lieu of insurance:

Full-time, full-year employees and full-time, school-year employees may elect to forego the medical insurance coverage and receive payment in lieu of said coverage under the conditions noted below. In the event that both partners in a marriage or civil union are employed by the District, the District will be obligated to provide only one insurance plan for them as a unit (e.g., two-person or family plan). This plan will be assigned to one of the partners at the discretion of the partners within the regulations of the insurance carrier. In addition, the partner not receiving the insurance plan will be eligible for the buyout described herein for the single plan only.

- The employee must be either currently enrolled in the District's insurance plan or have been newly hired by the District for the plan year for which payment is elected.
- The employee must present proof of medical insurance coverage from an alternative source.
- The employee will receive the amount set forth herein for such time as they forgo insurance coverage. The smallest incremental period of time for coverage or buyout is one month.
- The employee shall be paid a single lump sum amount equal to twenty-five percent (25%) of the total annual amount the District would have paid toward the premium cost for the Gold CDHP coverage said employee would have elected.
- Payment shall be remitted to the employee during December and June of the plan year for which payment was elected.

Full-time, full-year employees and full-time, school-year employees will have full access to all options in the District's Section 125 plan.

Employees' option to purchase insurance: All employees who work more than twenty (20) hours per week shall have the option of purchasing the medical insurance provided by the District by paying 100% of the premium cost to the District via payroll deductions as part of the District's tax deferred Section 125 Plan. For employees who purchase insurance, should the District receive a rebate in the employee's name, based upon said employee's utilization of the insurance coverage, the rebate will be given to the employee less applicable deductions.

B. Dental Insurance: For full-time, full-year employees, the Board shall continue to provide and pay for the group dental insurance plan currently in existence. For full-time, school-year employees, the school board will pay 80% of the premium cost of the single person plan for the group dental insurance plan.

C. Life Insurance: For full-time, full-year employees the Board shall provide term life insurance coverage in the face amount of Twenty Thousand Dollars (\$20,000) for each such employee.

D. Long Term Disability Insurance: For full-time, full-year employees, the District shall provide and pay one hundred percent (100%) of the premium cost for a long-term disability insurance plan to be selected by the Board. Said plan will provide sixty percent (60%) of an employee's regular straight time wages for a period of up to age sixty-five (65). The specific details of the plan shall be as provided by the insurance carrier's eligibility requirements.

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

12.4 Tuition Reimbursement: Each full-time employee shall be entitled to reimbursement for the tuition cost of courses or workshops/seminars. Said reimbursement shall not exceed the cost of one (1) three (3)-credit hour graduate course at the prevailing tuition rate for the University of Vermont in any fiscal year. Reimbursement is contingent upon prior approval by the District that the course, workshop or seminar is related to the employee's current job responsibilities and proof of satisfactory completion of the course.

12.5 Longevity:

FTFY:

- After fifteen (15) consecutive years with the district, the employee shall receive a \$400 payment in years sixteen (16) through twenty (20). The payment will be made as part of the first payroll in July.
- After twenty (20) consecutive years with the district, the employee shall receive a \$500 payment in years twenty-one (21) through twenty-five (25). The payment will be made as part of the first payroll in July.

- After twenty-five (25) consecutive years with the district, the employee shall receive a \$600 payment in years twenty-six (26) through retirement. The payment will be made as part of the first payroll in July.

FTSY:

- After fifteen (15) consecutive years with the district, the employee shall receive a \$300 payment in years sixteen (16) through twenty (20). The payment will be made as part of the first payroll in September.
- After twenty (20) consecutive years with the district, the employee shall receive a \$400 payment in years twenty-one (21) through twenty-five (25). The payment will be made as part of the first payroll in September.
- After twenty-five (25) consecutive years with the district, the employee shall receive a \$500 payment in years twenty-six (26) through retirement. The payment will be made as part of the first payroll in September.

ARTICLE XIII

DURATION

13.1 The provisions of this Agreement will take effect July 1, 2018 and shall continue in full force and effect until June 30, 2021. Said Agreement shall automatically be renewed and continue in full force and effect for the additional period of one (1) year, unless the provisions of Article III are invoked.

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

Colchester School Board Chair

Colchester Education Association/Support Staff
Unit

By: Michael Rogers Date: 10-1-20 By: Amy Atkins Date: 9/27/18

Grade	Job Classification	2018 - 2019		2019 - 2020		2020 - 2021	
Compensation Range		Min	Max	Min	Max	Min	Max
Grade A	Food Service Worker	\$12.26	\$16.17	\$12.38	\$16.46	\$12.51	\$16.80
	Non-Instructional Aide	\$12.26	\$16.17	\$12.38	\$16.46	\$12.51	\$16.80
	Computer Lab Monitor	\$12.26	\$16.17	\$12.38	\$16.46	\$12.51	\$16.80
	Custodian	\$12.26	\$16.17	\$12.38	\$16.46	\$12.51	\$16.80
Grade B	Secretary	\$14.33	\$18.67	\$14.48	\$18.92	\$14.62	\$19.21
	Lead Custodian	\$14.33	\$18.67	\$14.48	\$18.92	\$14.62	\$19.21
	Head Cook	\$14.33	\$18.67	\$14.48	\$18.92	\$14.62	\$19.21
Grade C	Administrative Asst	\$15.74	\$20.37	\$15.89	\$20.59	\$16.05	\$20.86
	Building Nurse (LPN)	\$15.74	\$20.37	\$15.89	\$20.59	\$16.05	\$20.86
	Bookkeeper	\$15.74	\$20.37	\$15.89	\$20.59	\$16.05	\$20.86
	Maintenance Worker	\$15.74	\$20.37	\$15.89	\$20.59	\$16.05	\$20.86
Grade 1	Paraeducator	\$12.47	\$17.71	\$12.60	\$18.00	\$12.72	\$18.33
Grade 2	Paraeducator - Associates	\$12.98	\$18.36	\$13.11	\$18.64	\$13.24	\$18.96
Grade 3	Paraeducator - Bachelors	\$13.72	\$19.34	\$13.85	\$19.60	\$13.99	\$19.91
Grade 4	Paraeducator - Masters	\$14.22	\$19.99	\$14.36	\$20.24	\$14.51	\$20.54
Grade 5	Paraeducator - License	\$14.96	\$20.95	\$15.11	\$21.19	\$15.26	\$21.47
Grade 6	Interventionist (All)	\$17.71	\$24.54	\$17.88	\$24.73	\$18.06	\$24.96

1. The head cooks at MBS/CMS will get paid an additional \$1.00/hour. The CHS head cook and the lead custodian will be paid an additional \$2.00/hour.
2. Cafeteria workers covering for the head cook will receive an additional \$1.00/hour.
3. The promotion of a food service worker to head cook or a custodian to lead custodian will result in at least a 10% increase. The employees existing hourly compensation will be multiplied by 110% and moved from Grade A to Grade B and placed in the closest step that permits at least a 10% increase.
4. Paraeducators substituting for interventionists for more than one hour in any given day will receive the base interventionist rate unless their regular pay rate is higher.

Colchester School District			
2018-2019 Support Staff Wages			
Step	Grade A	Grade B	Grade C
0	\$12.26	\$14.33	\$15.74
1	\$12.76	\$14.83	\$16.24
2	\$13.08	\$15.13	\$16.52
3	\$13.34	\$15.35	\$16.72
4	\$13.57	\$15.63	\$17.03
5	\$13.81	\$15.90	\$17.33
6	\$14.04	\$16.18	\$17.63
7	\$14.28	\$16.46	\$17.94
8	\$14.52	\$16.73	\$18.24
9	\$14.75	\$17.01	\$18.54
10	\$14.99	\$17.28	\$18.85
11	\$15.22	\$17.56	\$19.15
12	\$15.46	\$17.84	\$19.46
13	\$15.70	\$18.11	\$19.76
14	\$15.93	\$18.39	\$20.06
15	\$16.17	\$18.67	\$20.37
<p>(***) All employees will be placed on the grid based on grade and relevant experience.</p>			

Colchester School District			
2019-2020 Support Staff Wages			
Step	Grade A	Grade B	Grade C
0	\$12.38	\$14.48	\$15.89
1	\$12.91	\$15.01	\$16.42
2	\$13.29	\$15.36	\$16.77
3	\$13.61	\$15.66	\$17.05
4	\$13.87	\$15.88	\$17.25
5	\$14.10	\$16.16	\$17.56
6	\$14.34	\$16.43	\$17.86
7	\$14.57	\$16.71	\$18.16
8	\$14.81	\$16.99	\$18.47
9	\$15.05	\$17.26	\$18.77
10	\$15.28	\$17.54	\$19.07
11	\$15.52	\$17.81	\$19.38
12	\$15.75	\$18.09	\$19.68
13	\$15.99	\$18.37	\$19.99
14	\$16.23	\$18.64	\$20.29
15	\$16.46	\$18.92	\$20.59
(***) All employees will be placed on the grid based on grade and relevant experience.			

Colchester School District			
2020-2021 Support Staff Wages			
Step	Grade A	Grade B	Grade C
0	\$12.51	\$14.62	\$16.05
1	\$13.08	\$15.19	\$16.62
2	\$13.48	\$15.58	\$16.99
3	\$13.86	\$15.93	\$17.34
4	\$14.18	\$16.23	\$17.62
5	\$14.44	\$16.45	\$17.82
6	\$14.67	\$16.73	\$18.13
7	\$14.91	\$17.00	\$18.43
8	\$15.14	\$17.28	\$18.73
9	\$15.38	\$17.56	\$19.04
10	\$15.62	\$17.83	\$19.34
11	\$15.85	\$18.11	\$19.64
12	\$16.09	\$18.38	\$19.95
13	\$16.32	\$18.66	\$20.25
14	\$16.56	\$18.94	\$20.56
15	\$16.80	\$19.21	\$20.86
<p>(***) All employees will be placed on the grid based on grade and relevant experience.</p>			

**Colchester School District
2018-2019 Paraeducator Wages**

		Associates	Bachelors	Masters	Licensed Teacher	Interventionist
Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
0	\$12.47	\$12.98	\$13.72	\$14.22	\$14.96	\$17.71
1	\$12.97	\$13.48	\$14.22	\$14.72	\$15.46	\$18.21
2	\$13.29	\$13.79	\$14.52	\$15.02	\$15.75	\$18.47
3	\$13.61	\$14.10	\$14.82	\$15.31	\$16.03	\$18.71
4	\$13.85	\$14.35	\$15.09	\$15.58	\$16.32	\$19.05
5	\$14.09	\$14.60	\$15.35	\$15.86	\$16.61	\$19.39
6	\$14.33	\$14.85	\$15.62	\$16.14	\$16.90	\$19.74
7	\$14.58	\$15.10	\$15.89	\$16.41	\$17.19	\$20.08
8	\$14.82	\$15.35	\$16.15	\$16.69	\$17.48	\$20.42
9	\$15.06	\$15.60	\$16.42	\$16.96	\$17.76	\$20.77
10	\$15.30	\$15.85	\$16.68	\$17.24	\$18.05	\$21.11
11	\$15.54	\$16.10	\$16.95	\$17.51	\$18.34	\$21.45
12	\$15.78	\$16.36	\$17.21	\$17.79	\$18.63	\$21.80
13	\$16.02	\$16.61	\$17.48	\$18.06	\$18.92	\$22.14
14	\$16.27	\$16.86	\$17.75	\$18.34	\$19.21	\$22.48
15	\$16.51	\$17.11	\$18.01	\$18.61	\$19.50	\$22.83
16	\$16.75	\$17.36	\$18.28	\$18.89	\$19.79	\$23.17
17	\$16.99	\$17.61	\$18.54	\$19.16	\$20.08	\$23.51
18	\$17.23	\$17.86	\$18.81	\$19.44	\$20.37	\$23.86
19	\$17.47	\$18.11	\$19.07	\$19.71	\$20.66	\$24.20
20	\$17.71	\$18.36	\$19.34	\$19.99	\$20.95	\$24.54

(***) All employees will be placed on the grid based on grade and relevant experience.

**Colchester School District
2019-2020 Paraeducator Wages**

		Associates	Bachelors	Masters	Licensed Teacher	Interventionist
Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
0	\$12.60	\$13.11	\$13.85	\$14.36	\$15.11	\$17.88
1	\$13.13	\$13.64	\$14.38	\$14.89	\$15.64	\$18.41
2	\$13.50	\$14.01	\$14.75	\$15.25	\$15.99	\$18.74
3	\$13.82	\$14.32	\$15.05	\$15.55	\$16.28	\$19.00
4	\$14.14	\$14.63	\$15.35	\$15.84	\$16.56	\$19.24
5	\$14.38	\$14.88	\$15.62	\$16.11	\$16.85	\$19.58
6	\$14.62	\$15.13	\$15.88	\$16.39	\$17.14	\$19.92
7	\$14.86	\$15.38	\$16.15	\$16.67	\$17.43	\$20.27
8	\$15.11	\$15.63	\$16.42	\$16.94	\$17.72	\$20.61
9	\$15.35	\$15.88	\$16.68	\$17.22	\$18.01	\$20.95
10	\$15.59	\$16.13	\$16.95	\$17.49	\$18.29	\$21.30
11	\$15.83	\$16.38	\$17.21	\$17.77	\$18.58	\$21.64
12	\$16.07	\$16.63	\$17.48	\$18.04	\$18.87	\$21.98
13	\$16.31	\$16.89	\$17.74	\$18.32	\$19.16	\$22.33
14	\$16.55	\$17.14	\$18.01	\$18.59	\$19.45	\$22.67
15	\$16.80	\$17.39	\$18.28	\$18.87	\$19.74	\$23.01
16	\$17.04	\$17.64	\$18.54	\$19.14	\$20.03	\$23.36
17	\$17.28	\$17.89	\$18.81	\$19.42	\$20.32	\$23.70
18	\$17.52	\$18.14	\$19.07	\$19.69	\$20.61	\$24.04
19	\$17.76	\$18.39	\$19.34	\$19.97	\$20.90	\$24.39
20	\$18.00	\$18.64	\$19.60	\$20.24	\$21.19	\$24.73

(***) All employees will be placed on the grid based on grade and relevant experience.

**Colchester School District
2020-2021 Paraeducator Wages**

Step	Grade 1	Associates Grade 2	Bachelors Grade 3	Masters Grade 4	Licensed Teacher Grade 5	Interventionist Grade 6
0	\$12.72	\$13.24	\$13.99	\$14.51	\$15.26	\$18.06
1	\$13.29	\$13.81	\$14.56	\$15.08	\$15.83	\$18.63
2	\$13.70	\$14.21	\$14.95	\$15.46	\$16.21	\$18.98
3	\$14.07	\$14.58	\$15.32	\$15.82	\$16.56	\$19.31
4	\$14.39	\$14.89	\$15.62	\$16.12	\$16.85	\$19.57
5	\$14.71	\$15.20	\$15.92	\$16.41	\$17.13	\$19.81
6	\$14.95	\$15.45	\$16.19	\$16.68	\$17.42	\$20.15
7	\$15.19	\$15.70	\$16.45	\$16.96	\$17.71	\$20.49
8	\$15.43	\$15.95	\$16.72	\$17.24	\$18.00	\$20.84
9	\$15.68	\$16.20	\$16.99	\$17.51	\$18.29	\$21.18
10	\$15.92	\$16.45	\$17.25	\$17.79	\$18.58	\$21.52
11	\$16.16	\$16.70	\$17.52	\$18.06	\$18.86	\$21.87
12	\$16.40	\$16.95	\$17.78	\$18.34	\$19.15	\$22.21
13	\$16.64	\$17.20	\$18.05	\$18.61	\$19.44	\$22.55
14	\$16.88	\$17.46	\$18.31	\$18.89	\$19.73	\$22.90
15	\$17.12	\$17.71	\$18.58	\$19.16	\$20.02	\$23.24
16	\$17.37	\$17.96	\$18.85	\$19.44	\$20.31	\$23.58
17	\$17.61	\$18.21	\$19.11	\$19.71	\$20.60	\$23.93
18	\$17.85	\$18.46	\$19.38	\$19.99	\$20.89	\$24.27
19	\$18.09	\$18.71	\$19.64	\$20.26	\$21.18	\$24.61
20	\$18.33	\$18.96	\$19.91	\$20.54	\$21.47	\$24.96

(***) All employees will be placed on the grid based on grade and relevant experience.

