

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**ESSEX NORTH SHORE AGRICULTURAL  
AND TECHNICAL SCHOOL DISTRICT**

**AND**

**AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 93, LOCAL 245**

**JULY 1, 2022  
TO  
JUNE 30, 2025**

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## **AGREEMENT**

This Agreement is made by and between the Essex North Shore Agricultural and Technical School District Committee (the "School District") and AFSCME Council 93, Local 245 ("Union").

### **ARTICLE 1** **RECOGNITION AND SCOPE**

- A. The School District recognizes AFSCME Council 93, Local 245 (the "Union") as the exclusive representative for purposes of collective bargaining with respect to wages, hours and other terms or conditions of employment for all regularly scheduled full-time and part-time employees, including all rank and file clerical, maintenance, custodians, cafeteria, and technical support employees, including but not limited to, all those employed in the title of administrative assistant, receptionist, student records facilitator, accounts payable, accounts receivable, custodian, maintenance supervisor, maintenance of facilities and grounds, cafeteria employees, information technology support specialist, senior network support/senior tech support, farm mechanic, senior maintenance foreman, equipment operator, herdsman, bus mechanic/technician, but excluding all substitutes, professionals, administrators, managerial, confidential, casual and all other employees. In the case of new or changed positions with similar duties to the above titles, the parties agree to meet to discuss any impacts on the agreement.
- B. All regularly scheduled employees who work less than fifteen (15) hours per week, or who are temporary or seasonal, are casual employees for the purposes of this Agreement.
- C. Part-time employees shall receive only those benefits as specifically set forth in this Agreement. Part time employees are those who are regularly scheduled to work less than 35 hours per week. Leave benefits for employees working less than 40 hours shall be given pro rata unless otherwise specified.
- D. The School District recognizes AFSCME Council 93, Local 245 (the "Union") as the exclusive representative for purposes of collective bargaining with respect to wages, hours and other terms or conditions of employment for all regularly scheduled full-time and part-time paraprofessionals employed by the Essex North Shore Agricultural and Technical School District, but excluding all managerial, confidential, casual, and other employees. This Agreement shall cover this unit only to the extent specifically provided by the terms of the Agreement, with any ambiguity resolved against coverage. Paraprofessionals are considered 10-month employees for the purposes of contractual benefits.

### **ARTICLE 2** **SCHOOL DISTRICT RIGHTS**

- A. Unless an express, specific provision of this Agreement clearly provides otherwise, the School District and such other officials as may be authorized to act on its behalf, retain all rights and prerogatives to manage and control the functions in which bargaining unit personnel are employed.

- B. By the way of example, but not limitation, management retains the following rights: to determine the mission, budget and educational policy of the School District; to determine the organization of each unit and the School District, and the number, types or grades of employees assigned to a department, office, shift, building, work project or task; to determine whether work will be performed by bargaining unit personnel or outside contractors, regardless of whether such work was formerly performed by such personnel; to establish policies, rules and regulations; to make all determinations involving or affecting the hiring, promotion, assignment, direction, and transfer of personnel; to determine the equipment to be used, and clothing to be worn, in the performance of duty; to establish qualifications for ability to perform work in jobs, ranks, classes or ratings, including physical, intellectual and mental health qualifications; to create and amend job descriptions; to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical; to take actions necessary to carry out its responsibilities in situations of emergency; to enforce existing rules, regulations and policies and to add to or modify as management deems appropriate; to dismiss, demote, suspend or discipline bargaining unit members; to require an employee to participate in a fitness for duty examination; and, to require the cooperation of all employees in disciplinary investigations.
- C. The failure to exercise any management right shall not be deemed a waiver. Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights shall be final and binding and shall not be subject to any further bargaining obligation.

**ARTICLE 3**  
**GRIEVANCE PROCEDURE**

- A. The term "grievance", for the purpose of this Agreement, shall mean a claimed violation of a specific provision of this Agreement. Days, for the purposes of this Article only, shall mean school days unless otherwise specified.
- B. The parties are encouraged to engage in informal resolution of disputes by discussing the dispute with the appropriate manager or administrator prior to filing a grievance.
- C. All grievances will normally be submitted using an AFSCME grievance form (see Appendix B) and shall specify:
  - 1. particular contract article and section alleged to have been violated;
  - 2. facts supporting each alleged violation in reasonable detail;
  - 3. date each act or omission violating the Agreement is alleged to have occurred; and
  - 4. remedy sought for each alleged contract violation.
- D. In general, non-disciplinary letters issued by the School District are not arbitrable, even if the letter points out a performance issue with which the employee disagrees. In such a case, the employee may submit a rebuttal to the letter, which will be kept with the file copy of the

letter. Such a rebuttal must be submitted within ten (10) business days of the date that the letter is received.

E. The following matters shall not be subject to grievance arbitration under this Agreement:

1. disputes over alleged unlawful discrimination;
2. reassignment within the same job classification for non-disciplinary reasons; and
3. any incident which occurred or failed to occur prior to the effective date of this Agreement.

F. A violation of the contract that was not raised in the grievance procedure may not be raised for the first time at arbitration.

G. Steps of the Grievance Procedure

1. Step 1: Within ten (10) calendar days of the occurrence giving rise to the grievance, the Union must present the grievance to the Human Resources Director, who shall answer it in writing within ten (10) calendar days. If the Human Resources Director meets with the Union to discuss the grievance, the answer shall be due ten (10) calendar days after the date of the meeting. If such answer does not resolve the grievance, the Union may proceed to the next step.
2. Step 2: Within ten (10) calendar days of the answer at Step 1, or within ten (10) calendar days of the date the answer was due, the Union may file the next step grievance with the Superintendent who shall within ten (10) calendar days, give an answer in writing. If the Superintendent meets with the Union to discuss the grievance the answer shall be due ten (10) calendar days after the date of the meeting. If such answer does not resolve the grievance, the Union may proceed to the next step.
3. Failure of the Union at any step to timely appeal the denial of the grievance shall constitute a waiver of the grievance and the right to proceed further.

H. Arbitration

1. Within ten (10) calendar days after the Step 2 response, or the date it was due, the Union may invoke arbitration by filing a demand with the American Arbitration Association, with a copy to the District. If the demand is not timely filed in accordance with this provision, the matter shall be considered settled on the basis of the decision last issued by the District.
2. The American Arbitration Association shall be requested to provide a list of arbitrators from which a selection shall be made in accordance with the applicable rules. Expenses for the arbitrator's services shall be shared equally by both parties. Unless otherwise agreed by the parties, the hearing locale shall be the Essex North Shore Agricultural & Technical High School District offices.

3. The arbitrator shall have the authority to settle only grievances defined herein. The arbitrator shall be empowered to decide matters of procedural arbitrability, and may be asked to make preliminary determinations of substantive arbitrability, provided that the parties retain the right to have substantive arbitrability determined by a court. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement.
4. The arbitrator shall be without power to make any decision in conflict with the laws of the Commonwealth of Massachusetts. The decision of the arbitrator shall be final and binding on both parties.
5. Should an employee elect to pursue any statutory arbitration remedy regarding a suspension, including arbitration under M.G.L. c. 71, §42D, such arbitration shall be subject to the standards set forth in this Agreement. In no event shall there be more than one arbitration proceeding relating to the same transaction or occurrence.

#### **ARTICLE 4** **PERSONNEL FILES**

- A. The School District shall comply with the Personnel Records Statute, M.G.L. c.149, §52C prior to placing any documentation in an employee's personnel file. The employee shall acknowledge that s/he has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its content, but merely signifies that the employee has read the material to be filed.
- B. The employee shall have the right to file a response to any material put in his/her personnel file. The response shall also be included in the personnel file.
- C. The school district shall provide the Union with access to the employee's personnel file, upon receipt of written permission from the employee. The Union shall pay for the copying costs of an employee's personnel file in excess of 50 pages.

#### **ARTICLE 5** **HOURS OF WORK**

- A. Generally
  1. Work Day. The District retains the right to determine employees' daily schedules and shall provide at least 30 days' notice of a change in shift, except in the case of an emergency as determined by the District. During the 30-day period the District will meet with the Union to discuss the employees impacted.
  2. The schedules set forth below will apply to most full-time employees. Part-time employees shall work a schedule determined by the District and communicated to the employee.

3. Work Year. Specific positions may have different work years (e.g., 185 days, 195 days, etc.) as set forth in the job description or other documents describing the job duties and conditions. The District reserves the right to alter the work year of a position with reasonable notice to best meet the needs of the District.

B. Custodial, Maintenance and Farm Employees

1. Full-time employees shall work eight (8) hours per day, five (5) days per week, and generally be scheduled by the District to work either 7:00 a.m. to 3:00 p.m. or 2:30 p.m. to 10:30 p.m.
2. During summer and school vacations, custodial and maintenance employees shall work one shift from 7:00 a.m. to 3:00 p.m.

C. Clerical Employees

Full-time clerical and Business Office employees shall generally be scheduled by the District to work eight (8) hours a day, five (5) days a week from 7:30 a.m. to 3:30 p.m., as determined by the District. The work day shall include a one half-hour paid lunch break.

D. Cafeteria

Cafeteria employees shall work shifts depending on the employee's assignment, between 6 a.m. and 2 p.m., as determined by the District.

E. Technology Department

Full-time employees in the Technology Department shall generally be scheduled to work eight (8) hours a day, five (5) days a week, as determined by the District.

F. Paraprofessionals

Full-time paraprofessionals will work a seven-hour day and will be expected to attend in-service on professional development days, early release, and late start days. The current work schedule is 7:40 a.m. until 2:40 p.m.

G. Paraprofessional Planning Periods

Paraprofessionals regularly assigned to support specific classrooms and teachers will be scheduled for two planning periods per 10-day cycle.

H. Overtime

1. Employees will receive time and one half (1 1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in a week, in accordance with the Fair Labor Standards Act.



2. All employees covered by this Agreement will be paid only for the number of hours actually worked.
3. Overtime will be distributed in an equitable manner, subject to the need to have employees with specific qualifications perform certain overtime jobs.
4. If an employee is called back to perform overtime service, there shall be a four (4) hour minimum. This shall not apply to cases where the overtime service is contiguous with the work day, in which case the employee shall only be paid overtime for the hours actually worked.

I. Workshop/Conference Attendance

An employee wishing to attend a job-related conference or workshop must submit a request in writing via their immediate supervisor to the Superintendent-Director, providing the details regarding the conference, the costs to be incurred by the District on the employee's behalf, and the work time involved. The District shall have the discretion to approve the request or propose alternative terms, which if accepted shall be binding. If the District requires an employee to attend a conference, the employee will be paid for attendance and the employer will pay the tuition costs of the conference.

**ARTICLE 6**  
**JOB POSTING AND JOB DESCRIPTIONS**

- A. The District shall post all bargaining unit vacancies for a minimum of five (5) calendar days with the salary, job duties, qualifications, and schedule. Postings may be done electronically. The District shall make note that positions within the bargaining unit are represented by AFSCME Council 93, Local 245.
- B. Decisions on promotions or assignments to vacancies shall be made upon the basis of qualifications. When qualifications and experience related to the vacancy are relatively equal in the judgment of the School District, seniority shall prevail.
- C. A vacancy is defined as an existing or newly created position within the bargaining unit that the District desires to fill. The District reserves the right to fill a vacancy with an external candidate, if there is not a better qualified internal candidate.
- D. The District shall make its best efforts to maintain accurate job descriptions and may amend job descriptions from time to time to reflect changing job duties and requirements. The Union and affected employees will be included in the process for revising job descriptions.

**ARTICLE 7**  
**REDUCTION IN FORCE AND RECALL**

- A. When, in the District's judgment, it is necessary to reduce and/or lay off employees, the District shall consider ability, experience, qualifications and work performance, in

determining which employees will be retained in the positions that remain. Where such factors are equal, seniority shall be the tie-breaker. In the event that layoffs are considered the District shall notify the Union at least 30 days in advance in order to discuss how layoffs will be conducted and the impacts of the layoffs on the employees and the unit.

- B. An employee shall be subject to recall for one year after lay off to a vacancy in the same position held by the employee when laid off provided that employee remains qualified for the position. If more than one laid off employee is available for recall, the best qualified employee shall be recalled.
- C. Paraprofessionals who have not completed three full school years of service are subject to non-renewal at the end of a school year if the District does not anticipate employing the paraprofessional in the following year. Non-renewal shall be accomplished by providing a written notice on or before June 15. The paraprofessional shall not have worked a full school year if the paraprofessional was hired after the month of September (in the case of the first year of employment), or in any year has missed more than 20 school days through the course of the year.

**ARTICLE 8**  
**SUBCONTRACTING WORK**

- A. The School District reserves the right to subcontract out work performed by the bargaining unit in the situations and using the procedures set forth in this Article of the Agreement.
- B. In the case of subcontracting of the work that will result in the layoff of bargaining unit members, the School District will provide 180 days' notice and an opportunity to bargain.
- C. In any of the situations listed below, the School District may subcontract work without notice to the Union:
  - 1. Emergencies: Where the Superintendent or designee determines that an emergency requires the use of outside contractors in order to get the work done quickly.
  - 2. Vacancy: Where there is a vacancy caused by the departure of an employee and another bargaining unit member is not available to perform the work, the school district may hire temporary employees or contractors while the District makes reasonable efforts to fill the vacancy.
  - 3. Special Skills and Abilities: Where the Superintendent or designee determines that work similar to work done by unit members, due to the size of the job or other factors means that it would be more efficiently handled by contractors with special skills, abilities, and/or equipment.
  - 4. Overflow: where the amount of work in the time available exceeds the ability of qualified bargaining unit members to complete it.

**ARTICLE 9**  
**SICK LEAVE**

A. Accrual of Sick Leave

1. Full-time twelve (12) month employees shall earn sick leave on a pro-rata basis at the rate of fifteen (15) days per year.
2. Full-time employees who work less than a full year, e.g., ten (10) month employees, shall earn sick leave on a pro-rata basis at the rate of twelve (12) days during their work year.
3. Employees regularly scheduled to work less than forty (40) hours per week shall earn sick leave monthly on a pro-rata basis based on their regularly scheduled FTE.

B. Employees shall be allowed to accumulate all unused sick days from the previous year up to a maximum of 180 days. Sick leave may be used only in cases where the employee is genuinely ill and where the employee is not being compensated under another leave program. Sick leave may be used in no less than one-hour increments.

Any unused sick days accumulated in excess of 180 days at the end of the work year by any individual employee shall not be carried over into the next work year, but will be deposited to the Sick Leave Bank. However, in the event that the number of available days in the Sick Leave Bank reaches the cap of 150 days, in accordance with Article 9, Section H.5, any such unused days may not be deposited into the Bank and will be forfeited.

C. All full-time employees shall be allowed to use up to five (5) sick days for illness in the employee's family. Family illness shall apply only with respect to spouse, children, and parents' of the employee or the employee's spouse.

D. Notwithstanding any other provision of this agreement, employees will not accrue sick leave while on any type of leave in excess of thirty (30) calendar days, or at any time while in a no-pay status.

E. Procedure. Where an employee has an illness requiring the use of a sick day, the employee will make every reasonable effort to speak with the employee's supervisor or designee at least two (2) hours prior to the start of the employee's work day.

F. Medical Certification. The School District may require an employee to provide medical certification, at no cost to the School District of the need for sick leave under the following conditions:

1. Sick leave abuse is suspected, including but not limited to where the employee has been absent for more than three (3) consecutive days or for more than five (5) days in any two

(2) week period;

2. The employee in on an extended medical leave; and
3. A request for medical certification is contemplated by statute (e.g., FMLA).

G. Independent Medical Examination. In cases where: (1) the employee has been on extended medical leave; (2) the District reasonably suspects sick leave abuse; or, (3) where the District has reason to question the employee's fitness for duty, the District may require an employee to be examined at the school district's expense by a doctor of the district's choosing. If the District's physician determines that the employee is not disabled from working, then the District may direct the employee to return to work. An employee who fails to return to work after being so directed shall not be entitled to collect any further sick pay from any source, and shall be considered to have abandoned his/her employment. If the employee's physician disagrees with the District's physician, then the employee's physician will have a reasonable opportunity to consult with the School District's physician. Upon the request of the Superintendent-Director, medical documentation shall state the specific restrictions, a prognosis and date of expected return to work.

H. Sick Leave Bank

Members of the bargaining unit who have a serious illness or accident, which results in the exhaustion of an employee's accumulated sick leave shall be eligible for participation in a sick leave bank, under the terms and conditions set forth below:

1. A joint committee of two members designated by the Union and two members designated by the employer shall administer the sick leave bank. The committee shall consider as criterion for granting benefits adequate medical evidence of serious illness and the applicant's prior utilization of short-term sick leave. An applicant must first exhaust his/her sick leave and other available leave before seeking sick leave bank benefits.
2. There shall be a sick leave bank established for employees who wish to participate by contributing sick days from their individual sick leave accounts in the amount of 1 to 3 days per year. Employees shall elect in writing whether to participate in the sick leave bank. Only those employees who elect to participate will be eligible to apply for benefits from the sick leave bank.
3. The initial grant of sick leave to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended upon demonstration of need by the applicant. The maximum days granted an individual shall not exceed ninety (90) days.
4. If the sick bank is depleted to 15 days or less, the bank may be replenished by contributions in the amounts set forth in paragraph 2.
5. Any unused sick leave at the end of the calendar year shall remain in the sick leave bank. However, the number of available days shall be capped at 150 days.

6. The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
7. Employees who are retiring, resigned, or terminated may not contribute unused sick days to the bank. An employee must be employed, i.e., receiving wages to be eligible to participate and to utilize sick bank benefits.
8. New employees may elect to join the sick leave bank within 30 days after completing their probationary period.

I. Sick Leave Buy Back

1. Retirement. Employees who retire from the District may receive payment for sick days accumulated in excess of 80 days. Days 81 to 180 shall be compensated at the rate of \$100 per day. Upon the death of an employee, the employee's estate shall be entitled to the sick leave benefit pursuant to this section.
2. Annual. Employees who use fewer than ten (10) sick and/or personal days in a school year shall, upon written request to the Superintendent-Director, no later than July 31 following the close of school, be compensated at the rate of \$100 per day for the difference between the number of days used and ten (10), or any part thereof. Days which are contributed to the Sick Leave Bank shall not be counted against the days used under this section. Payment for such days shall be made no later than the first paycheck in the next school year. Days for which compensation is received shall be subtracted from the employee's bank of accumulated sick days.

**ARTICLE 10**  
**LEAVES OF ABSENCE**

A. Bereavement Leave

Employees may take leave without loss of pay, for the death of a family member as defined below:

1. Up to five (5) days of bereavement leave in cases of death of a spouse or child of the employee or spouse, or of the father, mother, brother, sister of the employee or spouse; or a person for whom the employee was primarily responsible (i.e., health care proxy).
2. Up to three (3) grandparent, grandchild, niece, or nephew of the employee or spouse.
3. One (1) day for the aunt, or uncle of the employee or spouse.

The Superintendent-Director or designee may provide a discretionary grant of additional bereavement leave in appropriate circumstances.

## B. Military Leave

Military leave shall be provided in accordance with applicable state and federal laws. Employees who receive orders to active duty or for training are required to promptly provide copies of those orders to the District.

## C. Statutory Leaves (FMLA, MPLA, and SNLA)

1. Notwithstanding anything in this Agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), if he or she has worked 1250 hours in the last twelve (12) months, in accordance with the FMLA. Likewise, employees may exercise their rights to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA") or parental leave pursuant to the Massachusetts Parental Leave Act ("MPLA").

2. The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave each year for the birth, adoption or placement of a child; the serious health condition of the employee or an immediate family member; or to attend to certain qualifying exigencies connected with having a family member deployed to active military service. In addition, the FMLA allows up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for covered military service members who become ill or injured in the line of duty while on active duty in the military.

3. The SNLA is a state law that provides up to twenty-four (24) hours per year of unpaid leave to attend to certain responsibilities regarding the educational advancement of the employee's child, a school districting an employee's child to routine medical or dental appointments, or a school districting an elderly relative of the employee to routine medical or dental appointments, or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

4. The MPLA provides an employee who has been employed for 3 months as a full time employee with 8 weeks of unpaid (except as provided below) parental leave for the purpose of giving birth or for the placement or adoption of a child as further defined in the statute. As long as the employee provides two-weeks' notice of their intent to return and returns at or before the expiration of 8-weeks, their right to return to the same or similar position is protected, as further detailed in the statute.

5. Although the statutory leaves are unpaid, employees with available qualifying paid leave benefits will receive paid leave. Qualifying paid leave means leave that would be available for use for the purpose for which it is being taken in the absence of the statute. For example, a leave taken in connection with the employee's own illness (including medically documented disability resulting from childbirth), qualifies for the use of sick leave, while

leave to care for another sick person qualifies for sick leave only to the extent that sick leave for family illness is available. Parental leave that is not taken in connection with any disability of the employee would not generally be eligible for sick leave. In the event that an employee qualifies for FMLA, MPLA or SNLA leave, the School District has the right to designate applicable paid leave as FMLA, MPLA or SNLA leave. Leave entitlement will be calculated on a rolling 12-month basis. The School District shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this agreement. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the District they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate.

D. Jury Duty

Leave for jury service shall be granted in accordance with applicable law.

E. Personal Days

1. Full-time twelve (12) month employees shall be granted three (3) personal days. Full-time 10-month employees shall be granted two (2) personal days. Leave allowed under this section cannot be carried over.
2. Under ordinary circumstances, personal leave shall be granted for personal affairs requiring the presence of the employee, which cannot reasonably be conducted during non-school hours. Personal leave may be used in no less than half-day increments.
3. Personal days may not be used the day before or after a holiday or the day before or after vacation period, except in urgent circumstances with advance approval by the Superintendent or designee.
4. Application for personal leave will be made to the Superintendent or designee at least forty-eight (48) hours in advance of the day requested, except in the case of emergencies

F. Workers' Compensation

An employee approved for worker's compensation may utilize their sick leave to bring their salary up to 100% of his/her base pay.

**ARTICLE 11**  
**DRUG AND ALCOHOL POLICY**

- A. The District and the Union acknowledge the strong commitment of the District to its employees to provide a safe workplace and to establish programs promoting high standards of employee health. The goal of this policy is to establish and maintain a work environment that is free from the effects of alcohol and drug use. The District and the Union further acknowledge that employees impaired by drugs and alcohol pose a danger to their fellow

employees and to students, and impair their own health and safety.

B. The following conduct shall constitute offenses under this section:

1. The possession, use, transfer, manufacture, or sale of any illegal drug.
2. The possession or use of alcohol during working hours, or at any District events involving students.
3. Reporting to work after consuming or impaired by drugs or alcohol.
4. Providing drugs or alcohol to minors.

C. For the purposes of this Article, prohibited drugs include all substances identified as controlled substances by state or federal laws or regulations. Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines, and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this section and may be illegal.

D. An employee who is taking a controlled substance under a valid prescription must check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently. Employees must advise the District if any medication is likely to have an impact on the safe and efficient performance of the job. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

E. The District has the right to search for alcohol or drugs on District property, including workspace, but not limited to desks, closets, file cabinets, toolboxes, lockers, and District owned vehicles.

F. Any bargaining unit member who violates the drug and alcohol policy may be subject to disciplinary action up to and including dismissal. The District may, in its sole discretion, retain an employee who has violated this section. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing. If the employee fails to comply with the conditions of continued employment, the employee shall be dismissed.

## **ARTICLE 12** **LICENSE REQUIREMENTS**

A. Any employee who requires a Commercial Driver's License (CDL) or other licenses as a condition of employment must abide by federal regulations and district policies concerning licenses. The job description will be the primary source for determining what licenses are required for a specific position.

B. Failure to maintain necessary licenses will result in dismissal. Such dismissal shall not be subject to the grievance and arbitration procedure. Loss of a license through no fault of the employee, who is otherwise eligible to relicense, may be subject to a six-month grace period



to permit relicensing, provided there is work available in the District's judgement that the employee can do without the license.

- C. The District will reimburse employees who are required to maintain certain licenses as part of their job responsibilities for certain expenses as indicated below. In order to obtain reimbursement, the employee must submit proof of the expense within 45 days of incurring the expense.

<u>License</u>	<u>Reimbursable Expenses</u>
Hoisting License 1C and 2A	Renewal Every 2 years
Hoisting Schooling	Every 2 years
Pesticide License	Annual Renewal
Medical Card	Annual or Bi-Annual Renewal
School Bus License	Annual Renewal

**ARTICLE 13**  
**PROBATIONARY EMPLOYEES**

- A. Each new employee will be required to complete a probationary period during which time the School District shall have the unqualified right to dismiss such employee without adhering to the grievance and arbitration procedure.
- B. The length of the probationary period shall be 180 calendar days from the commencement of employment, excluding days not worked due to absence from illness or injury, leaves of absence, layoffs, and other absences from work. The probationary period may be extended at the Superintendent's discretion for an additional period of 3 months. The period may be extended further by agreement between the District and the Union.

**ARTICLE 14**  
**INCLEMENT WEATHER**

- A. Members of this bargaining unit who are part of the Facilities Farm and Grounds, and Transportation Departments will be required to come in on snow days at regular pay rate for the first eight (8) hours worked.
- B. Snow removal workers who come in on snow days when other employees are not required to physically report to their worksites at school will receive their regular pay for the first eight (8) hours and time and half for the time worked beyond eight hours and earn one (1) compensatory day. The compensatory day(s) must be used within forty-five (45) days, with advance approval by the Superintendent-Director or designee.
- C. Other employees shall report to work as directed by the District. If staff are told not to report to work, they will be paid for the day, or partial day that they do not work. If the District determines that staff are required to report to work despite a school closing and an individual staff member is unable to report on time or at all due to local weather conditions making it

unsafe, then that employee must use benefit time, or if no applicable benefit time is available, the employee will be paid only for the hours worked. For the purposes of this section only, employees may use benefit time on an hourly basis to cover an absence of less than a half day.

**ARTICLE 15**  
**NO STRIKES**

- A. Neither the Union nor any of its agents nor any of its members will individually, collectively, concertedly, or in any manner whatsoever engage in, incite, participate in, aid or condone, whether directly or indirectly, any strike, sit down, stay-in, slowdown, work stoppage, withholding of services or other interference with delivery of services, or resort for relief to any forms of self-help or other direct or indirect action which would have the effect of depriving the School District of contractual services during the term of this Agreement. The School District agrees that during the term of the Agreement it will not lockout any of the employees covered by this Agreement.
- B. The School District may impose any disciplinary action, up to and including discharge, upon any employee who violates this Article.
- C. The School District retains the right to pursue directly any and all remedies it may have at law or in equity in the event of a violation of this Article including seeking relief at the Department of Labor Relations. The Union agrees that injunctive relief shall be an appropriate remedy in the event of a violation of this Article.

**ARTICLE 16**  
**DISCIPLINE**

- A. The School District may take disciplinary action when in the judgment its interests so require. In the case of suspension without pay or dismissal from employment, the following procedures shall apply:
  - 1. The employee will be given a written notice of the reasons for the contemplated discipline.
  - 2. The employee will be given an opportunity to have a hearing before the Superintendent or designee, at which the employee may be represented by the Union or an attorney at no cost to the School District. At the hearing, the employee may present witnesses or evidence for the School District's consideration and cross examine witnesses presented by the School District.
  - 3. The Superintendent or designee will issue a written decision after the hearing.

4. Employees who have completed their probationary periods may not be suspended or discharged from employment without just cause. Just cause shall be established in situations including, but not limited to:
  - a. Failure to perform assigned duties.
  - b. Incompetence.
  - c. Disruptive behavior that interferes with the operation of the District, department or members of the work force.
  - d. Dishonesty.
  - e. Chronic problems with attendance, punctuality, and leaving early.
  - f. Criminal conduct (e.g., assault, theft, drugs).
5. Unless the employee requests otherwise, the Union will be given copies of the notice of hearing and the written decision.

B. Progressive Discipline. The District shall have available various forms of discipline including warnings, reprimands, suspensions, demotions, and discharge. The District shall apply the principle of progressive discipline, in that a second or subsequent offense may receive more serious discipline based upon the circumstances of the offense. However, the foregoing shall not prevent the District from applying in a first or subsequent offense the discipline, up to and including discharge from employment that is appropriate in the District's good faith judgment based upon the seriousness of the offense.

## ARTICLE 17 UNION STEWARDS AND UNION BUSINESS

- A. Union Officials. The names of all Union officials shall be furnished in writing to the School District immediately after they are designated or elected.
- B. Union Access to School Building. Union officials may visit the workplace to perform their responsibilities with advance notice and approval from the Superintendent or designee. While on the premises, Union officials agree to abide by all security procedures. The District shall cooperate with the Union to the extent it requires space to post materials for view by employees.
- C. Use of School Building for Meetings. The Union shall be permitted to school building for meetings, after school hours, and provided there is no interference with school or District activities. The Union must request the use of the space in accordance with District regulations. The Union will not be charged a fee as long as the District does not incur any costs (e.g. custodial coverage).
- D. Sharing of Information.
  1. The District will, upon request, provide the Union with information relevant and necessary to meeting the Union's responsibilities as exclusive representative of the

members of the bargaining unit. Where the request seeks a large volume of information, or where a large amount of staff time will be required to compile the information, the parties will bargain about the scope of the request and the costs of meeting it.

2. The District will provide the Union with information concerning new employees upon hire.
  3. Members of the bargaining unit are at all times required to have up to date contact information on file with the District, including legal name, address, and phone numbers on which they can be reached.
- E. Union Steward. The Union Steward shall be permitted time off without loss of pay for the investigation and processing of grievances for matters that cannot be handled during non-working time and with approval of the department head.
- F. Union Leave. Union Officers may be permitted paid leave to attend meetings, conventions, and conferences, with advance approval by the District not to exceed 4 person-days per year.
- G. Orientation. The Union shall have the right to meet with newly-hired employees, without charge to the pay or leave time of such an employee, for not less than thirty (30) minutes, not later than ten (10) days after the employee's date of hire during new employee orientation, or if the employer does not conduct new employee orientation, at an individual or group meeting.

## ARTICLE 18 UNION DUES

- A. Payroll Deduction. The School District agrees to payroll deduction for bargaining unit members upon receipt of a signed authorization executed by the employee. Such authorization may be withdrawn by the employee by providing written notice to the employer and the Union. The Union shall indemnify, defend and hold the District harmless of and from any liability, costs, fees or expenses resulting from the application or enforcement of this provision of the Agreement.
- B. Agency Fee.
1. Subject to the terms and condition of M.G.L. Chapter 150E Section 12 and the rules and regulations of the Massachusetts Department of Labor Relations, bargaining unit employees who do not choose to be members of the Union, and to maintain their membership in good standing shall be required as a condition of employment during the duration of this agreement, to pay to the Union on or after the 30th day following the beginning their employment or ratification of this agreement, whichever is later, an agency service fee in an amount equal to the amount required to become a member and remain a member in good standing of the Union, provided it establishes a procedure for a rebate of part of the service fee in accordance with M.G.L. c.150E Section 12.

2. The District agrees that the agency fee may be collected through payroll deduction, upon proof of the required documentation from the Union.
3. The District will advise the employee in writing of their obligations under this provision upon request by the Union.
4. The Union shall save harmless and indemnify the district from any judgments, damages and legal fees arising out of compliance with the provision, provided that the District will agree to an attorney selected by the Union to represent the District against any and all claims made and against any lawsuit initiated against the District on account of this provision. However, the District may provide co-counsel in such actions at its expense.

**ARTICLE 19**  
**NON-DISCRIMINATION**

Neither the School District nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, sex, sexual orientation, genetic information, disability, ancestry, or veteran status. The grievance and arbitration procedure shall not be applicable to any alleged violations of this provision of the Article, unless the aggrieved employee signs and presents to the District an effective legal waiver of their right to proceed in any outside forum (agency or court).

**ARTICLE 20**  
**HEALTH INSURANCE**

- A. Health Insurance will be provided to all eligible employees in accordance with applicable statutes of the Commonwealth.
- B. Dental insurance will be made available to eligible employees, provided that employees pay the entire premium cost.

**ARTICLE 21**  
**COMPENSATION**

- A. Employees shall be paid in accordance with the wage schedules set forth in Appendix A. The District shall have discretion to place new hires on the wage schedule. Employees shall advance one step on the wage schedule annually on July 1 following their anniversary date. Employees who reach their first July 1 before their anniversary date, but after having worked more than 9 months, shall be eligible for a step increase at that time, and will continue to receive applicable annual step increases on July 1.
- B. Employees shall be required to enroll in direct deposit to a bank of their choosing and shall be paid bi-weekly.
- C. Shift Differential. Employees working during the hours 2:30 p.m. to 10:30 p.m. will be compensated with an addition \$1.00 per hour. For shifts that partially overlap those times,

the differential will be paid only for those hours that fall within the timeframe above. (For employees hired before July 1, 2016, see Appendix D).

- D. Out of Title Work. If an employee works in a higher classification for five or more consecutive days, the employee will be paid thereafter at the higher rate of pay, in the step at which the employee would be placed if promoted to that position.
- E. Mileage. Employees will receive reimbursement for mileage at the IRS rate for pre-approved travel in their personally owned vehicle.
- F. Deferred Compensation. Employees may direct a portion of their pay to be electronically deposited into a private retirement account.
- G. Paraprofessional Substitute Teaching. A paraprofessional who is assigned by the District to cover a classroom as a substitute for an absent teacher, shall be compensated with an additional \$30 per class covered in that capacity. The same rate shall apply to any other bargaining unit member tasked with classroom coverage.
- H. Paraprofessional Pay Scale. Paraprofessionals will move to columns to the right of base based upon possessing a bachelor's degree (BA column) or possessing a master's degree (MA column). Paraprofessionals possessing a bachelor's degree and a specialized license may be moved to the MA column if the license is designated by District as qualifying for the Special License designation.
- I. Employees with the requisite number of completed years of continuous active service to the District will receive a longevity payment annually which shall be paid in a lump sum by June 30<sup>th</sup> each year. Completed years of service in connection with a given longevity payment shall be determined as of June 30 of the year of the payment.

Completed Years of Service	Annual Longevity Compensation
10-14	\$500.00
15-19	\$750.00
20-24	\$1000.00
25+	\$1250.00

Part time employees shall receive longevity pro rata based on FTE.

**ARTICLE 22**  
**STABILITY OF AGREEMENT**

- A. No agreements, practices, benefits, privileges or understandings, oral or written, benefiting an employee or the employees covered by this Agreement, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

- B. The failure of the School District to insist, in any one or more instances, upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the School District to future performance of any such term or condition and the obligation of the Union to such future performance shall continue in full force and effect.
- C. No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Union and the School District.
- D. Should any provision of this agreement be found to be invalid by operation of law or by a court of competent jurisdiction, all other provisions of this agreement shall remain in effect.

**ARTICLE 23**  
**ENTIRE AGREEMENT**

- A. This Agreement, upon ratification, constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified, and executed by the parties.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, the Union and District had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union, for the duration of this Agreement, voluntarily and unqualifiedly waives the right and agrees that the District shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 24**  
**VACATIONS**

- A. All full-time twelve (12) month employees, who regularly work thirty (30) hours or more, shall accrue vacation on a monthly basis based on continuous consecutive years of service to the school district based on the following schedule:

Years	Days
0 to 5	10
6-19	15
20+	20

(Note this schedule applies to employees hired on or after July 1, 2016. For vacation schedule applicable to employees hired and continuously employed since before that date, See Appendix C).

Part-time twelve (12) month employees shall accrue vacation on a *pro rata* basis based upon consecutive years of service.

Employees who work less than a 12-month schedule shall not be entitled to vacation.

- B. Prior continuous service for either North Shore Technical High School or Essex Agricultural High School shall be considered creditable years of service, for purposes of eligibility for vacation leave.
- C. Employees may carry over up to one year's accrual of vacation to the following year. Employees may take vacation time in no less than ½ day increments.
- D. Vacation leave shall not accrue during any leave in excess of forty-five (45) consecutive days with or without pay.
- E. Upon separation from employment, an employee shall be paid for accrued unused vacation.
- F. Vacation shall be scheduled in accordance with the operational requirements of the school district, as determined by the Superintendent or designee.

**ARTICLE 25**  
**HOLIDAYS**

- A. All employees, who regularly work thirty (30) hours or more shall be eligible for the following holidays that fall during their regularly scheduled work year:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

Employees shall be eligible for the following half-day holidays provided there is no school on that day:

Half Day on Good Friday	Half Day Before Thanksgiving
Half Day before Christmas	

- B. Ten (10) month full-time employees are not eligible for any holidays that occur outside of their regularly scheduled work year. Part-time employees, who regularly work twenty (20) hours or more, shall be paid *pro rata* only for holidays that occur on their regularly scheduled work day. Paraprofessionals have their holidays accounted for in their base pay and are therefore not eligible for holiday pay under this Article of the agreement.



- C. To be eligible for holiday pay the designated holiday must fall during the employee's regularly scheduled week. An employee must work their scheduled workday before and their scheduled workday after a holiday to be paid for the holiday, except as provided below.

If an employee is absent on the scheduled work day before or scheduled work day after the holiday due to a bona fide extended illness or injury and the employee submits medical certification acceptable to the Superintendent or designee that he/she was incapacitated from work on that day, the Superintendent or designee may grant the holiday pay.

If an employee takes a vacation or personal day on the day before or after a holiday during a week when school is not in session, holiday pay shall not be affected. In special circumstances, with prior written approval of the Superintendent or designee an employee may be granted a vacation day on a work day before or after the holiday without affecting holiday pay even though school is in session.

- D. An employee who is required to work on a holiday will be paid time-and-one-half for the hours worked on the holiday in addition to holiday pay. For employees who are regularly required to work on holidays due to the continuous nature of the work, the District in consultation with the employee shall have the option of providing the employee with an alternative day off in lieu of the holiday.
- E. For full-time employees, should any holiday fall on a Sunday, then Monday will be considered the holiday; should any of these holidays fall on a Saturday, then Friday will be considered the holiday.
- F. Employees who are on an unpaid leave of absence are not eligible for holiday pay.

**ARTICLE 26**  
**SAFETY**

- A. The District shall provide employees with protective equipment that it deems necessary for the performance of dangerous work, and as may be required by law or regulation.
- B. The District will make best efforts to ensure employees receive proper training on new tools and equipment.

**ARTICLE 27**  
**UNIFORMS**

- A. Employees who are furnished uniforms shall be responsible for wearing them while on duty, and for keeping them clean and serviceable to the best of their ability. Uniform items should not be worn off duty, other than when commuting. All other employees are responsible for keeping a neat and professional appearance when on the job. The District reserves the right to alter prescribed uniforms to best meet the needs of the District.

- B. Uniforms will be issued to employees in the groups listed below, either directly or through a purchasing system (e.g., voucher, supplier) determined by the District.
- C. Cafeteria: 4 shirts and 1 cap each year. Two pairs of non-slip shoes every three years.
- D. Custodial: 4 shirts and 1 cap each year. Two pairs of safety/work boots, one all-weather jacket, and one fleece or sweatshirt, every three years.
- E. Agricultural and Maintenance: 4 shirts and 1 cap each year. Two pairs of safety/work boots, one all-weather jacket, and one fleece or sweatshirt, every three years.
- F. The District will replace damaged or lost/stolen uniform items when appropriate.

**ARTICLE 28**  
**EVALUATIONS**

The District shall have the right to implement and periodically amend an evaluation system including procedures and an instrument, in consultation with the Union.

**ARTICLE 29**  
**LABOR-MANAGEMENT COMMITTEE**

The District and the Union agree form a labor management committee to meet as needed at mutually agreed upon times to discuss issues impacting the bargaining unit. The committee will be comprised of up to two bargaining unit members and two District representatives. The meetings shall occur outside the regularly scheduled work day of the bargaining unit members and shall be without pay.

**ARTICLE 30**  
**DURATION**

The terms of this Agreement (“Agreement”) shall be in effect from July 1, 2022, through June 30, 2025.

If a new contract is not executed by July 1, 2025, all terms, conditions, and provisions of this Agreement shall remain in full force and effect for twelve additional months. Once the twelve months have expired, without a new contract having been negotiated, automatic pay increases shall not be granted, and the agreement will expire for all lawful purposes.

**AFSCME, COUNCIL 93, LOCAL 245**

  
Matthew Bixby


  
Martha Barrett

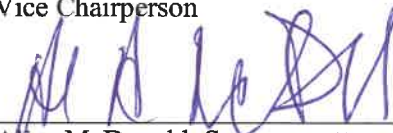
  
Katherine A. Kindler

  
Michael Fiorentino  
AFSCME Staff Representative

**ESSEX NORTH SHORE AGRICULTURAL  
AND TECHNICAL SCHOOL DISTRICT**

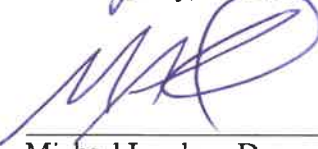
  
Mark B. Strout, Marblehead  
Chairperson

  
Beverley Ann Griffin Dunne, Peabody  
Vice Chairperson

  
Alice McDonald, Swampscott  
Secretary

  
Paul Manzo, Beverly

  
Peter Delaney, Boxford

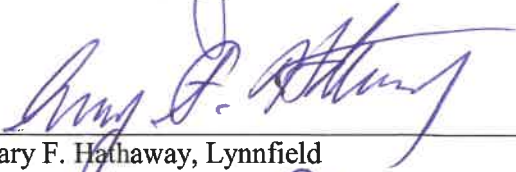
  
Michael Landers, Danvers

  
Alva Ingaharro, Essex

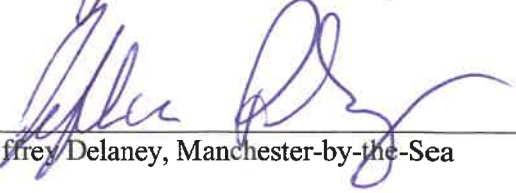
  
Valerie H. Gilman, Gloucester



William C. Lannon III, Hamilton



Gary F. Hathaway, Lynnfield

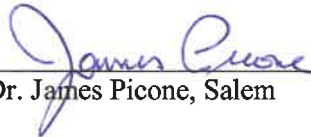


Jeffrey Delaney, Manchester-by-the-Sea

Alexandra Liteplo, Middleton

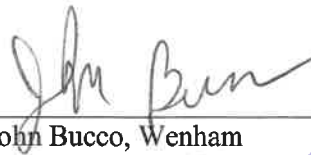
Stephanie Doucette, Nahant

Bruce Perkins, Rockport



Dr. James Picone, Salem


David Symmes, Topsfield



John Bucco, Wenham



Francis A. DiLuna  
Massachusetts Department of Agricultural Resources



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James P. O'Brien  
Massachusetts Department of Agricultural Resources

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Lisa D. Colby  
Massachusetts Department of Agricultural Resources

**Appendix A**  
**PAY SCALES**

2%					
<u>FY 2023</u>	<u>Step</u>	<u>Hourly Rate</u>			
Schedule A	1	18.31	Schedule C	1	23.76
Food Service	2	18.94	Clerical	2	24.59
	3	19.61		3	25.45
	4	20.30		4	26.34
	5	21.00		5	27.25
	6	21.75		6	28.23
	7	22.50		7	29.19
	8	23.29		8	30.22
	9	24.10		9	31.28
	10	24.84		10	32.22
	11	25.57		11	33.20
	12	26.09		12	33.86
Schedule B-1	1	21.14	Schedule D	1	28.28
Custodial	2	21.89	Technology/	2	29.26
	3	22.65	Management	3	30.28
	4	23.45		4	31.34
	5	24.27		5	32.44
	6	25.11		6	33.58
	7	26.00		7	34.75
	8	26.91		8	35.98
	9	27.85		9	37.23
	10	28.68		10	38.33
	11	29.54		11	39.50
	12	30.13		12	40.30
Schedule B-2	1	22.42			
B & G/Skilled	2	23.26			
	3	24.02			
	4	24.85			
	5	25.73			
	6	26.62			
	7	27.55			
	8	28.52			
	9	29.52			
	10	30.41			
	11	31.32			
	12	31.96			

2.25%					
40 hours					
<u>FY 2024</u>	<u>Step</u>	<u>Hourly Rate</u>			
Schedule A	1	18.72	Schedule C	1	24.29
Food Service	2	19.37	Clerical	2	25.15
	3	20.06		3	26.02
	4	20.75		4	26.93
	5	21.47		5	27.87
	6	22.24		6	28.87
	7	23.01		7	29.85
	8	23.81		8	30.90
	9	24.64		9	31.99
	10	25.40		10	32.95
	11	26.15		11	33.95
	12	26.68		12	34.63
Schedule B-1	1	21.62	Schedule D	1	28.92
Custodial	2	22.38	Technology/	2	29.92
	3	23.16	Management	3	30.97
	4	23.98		4	32.05
	5	24.81		5	33.17
	6	25.68		6	34.33
	7	26.58		7	35.53
	8	27.51		8	36.78
	9	28.47		9	38.07
	10	29.33		10	39.19
	11	30.20		11	40.39
	12	30.81		12	41.21
Schedule B-2	1	22.92			
B & G/Skilled	2	23.78			
	3	24.56			
	4	25.41			
	5	26.31			
	6	27.22			
	7	28.17			
	8	29.16			
	9	30.18			
	10	31.09			
	11	32.03			
	12	32.68			

2.5%					
40 hours					
<u>FY 2025</u>	<u>Step</u>	<u>Hourly Rate</u>			
Schedule A	1	19.19	Schedule C	1	24.90
Food Service	2	19.85	Clerical	2	25.77
	3	20.56		3	26.67
	4	21.27		4	27.60
	5	22.01		5	28.56
	6	22.79		6	29.59
	7	23.58		7	30.60
	8	24.41		8	31.68
	9	25.26		9	32.79
	10	26.03		10	33.77
	11	26.80		11	34.80
	12	27.35		12	35.49
Schedule B-1	1	22.16	Schedule D	1	29.64
Custodial	2	22.94	Technology/ Management	2	30.67
	3	23.74		3	31.74
	4	24.58		4	32.85
	5	25.43		5	33.99
	6	26.32		6	35.19
	7	27.25		7	36.42
	8	28.20		8	37.70
	9	29.18		9	39.02
	10	30.06		10	40.17
	11	30.96		11	41.40
	12	31.58		12	42.24
Schedule B-2	1	23.50			
B & G/Skilled	2	24.37			
	3	25.18			
	4	26.04			
	5	26.97			
	6	27.90			
	7	28.87			
	8	29.89			
	9	30.94			
	10	31.87			
	11	32.83			
	12	33.49			



PARAPROFESSIONALS

FY 2023	2.00%		
<u>Step</u>	<u>Base</u>	<u>BA</u>	<u>BA + License</u>
1	\$20.49	\$21.56	\$22.65
2	\$21.00	\$22.11	\$23.22
3	\$21.52	\$22.66	\$23.80
4	\$22.06	\$23.24	\$24.39
5	\$22.61	\$23.81	\$25.00
6	\$23.18	\$24.41	\$25.62
7	\$23.77	\$25.01	\$26.28
8	\$24.36	\$25.63	\$26.93
9	\$24.97	\$26.29	\$27.59
10	\$25.59	\$26.94	\$28.28
11	\$26.22	\$27.61	\$29.00

FY 2024	2.25%		
<u>Step</u>	<u>Base</u>	<u>BA</u>	<u>BA + License</u>
1	\$20.95	\$22.05	\$23.16
2	\$21.47	\$22.61	\$23.74
3	\$22.01	\$23.17	\$24.33
4	\$22.56	\$23.76	\$24.94
5	\$23.12	\$24.34	\$25.56
6	\$23.71	\$24.96	\$26.20
7	\$24.30	\$25.57	\$26.87
8	\$24.91	\$26.21	\$27.53
9	\$25.53	\$26.88	\$28.21
10	\$26.17	\$27.54	\$28.92
11	\$26.81	\$28.23	\$29.65

FY 2025	2.5%		
Step	<u>Base</u>	<u>BA</u>	<u>BA + License</u>
1	\$21.48	\$22.60	\$23.74
2	\$22.01	\$23.18	\$24.33
3	\$22.56	\$23.75	\$24.94
4	\$23.12	\$24.35	\$25.56
5	\$23.70	\$24.95	\$26.20
6	\$24.30	\$25.58	\$26.85
7	\$24.91	\$26.21	\$27.54
8	\$25.53	\$26.86	\$28.22
9	\$26.17	\$27.55	\$28.92
10	\$26.82	\$28.23	\$29.64
11	\$27.48	\$28.94	\$30.39

Appendix B (Grievance Form)

AFSCME LOCAL \_\_\_\_\_  
STEP \_\_\_\_\_



# OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE \_\_\_\_\_ DEPARTMENT \_\_\_\_\_  
CLASSIFICATION \_\_\_\_\_  
WORK LOCATION \_\_\_\_\_ IMMEDIATE SUPERVISOR \_\_\_\_\_  
TITLE \_\_\_\_\_

**STATEMENT OF GRIEVANCE:**

List applicable violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adjustment required: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I authorize the A.F.S.C.M.E. Local \_\_\_\_\_ as my representative to act for me in the disposition of this grievance

Date \_\_\_\_\_ Signature of Employee \_\_\_\_\_

Signature of Union Representative \_\_\_\_\_ Title \_\_\_\_\_

Date Presented to Management Representative \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.**

ORIGINAL TO \_\_\_\_\_

COPY \_\_\_\_\_

COPY: LOCAL UNION GRIEVANCE FILE

**NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.**

**Appendix C**  
**Vacations**

Employees hired and continuously employed since before July 1, 2016 shall receive vacation on the terms set forth in Article 24, according to the schedule set forth below.

Years	Days
0 to 5	10
5-10	15
10-15	20
15+	25

An employee who on 7/1/16 had 6 weeks of vacation will retain that benefit. An employee who on 7/1/16 had more than the amount of vacation specified above for their years of service will retain the higher benefit and will be frozen at that level until their years of service permit them to move to a higher level based on the above schedule. All other employees shall be governed by the terms of Article 24.

**Appendix D**  
**Shift Differential**

Employees hired and continuously employed since before July 1, 2016 shall receive a shift differential of 8% of their base pay in lieu of the shift differential set forth in the Shift Differential provisions contained in Article 21, Section C, (as it may be amended or relocated from time to time). The applicable terms of the contract shall govern shift differential for all other employees.