

AGREEMENT

Between

MIDD-WEST SCHOOL DISTRICT

and the

**MIDD-WEST EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION,
PSEA/NEA**

July 1, 2023 through June 30, 2027

TABLE OF CONTENTS

	PREAMBLE	.....	1
ARTICLE I	<u>RECOGNITION</u>	.....	1
	A. Unit	.....	1
	B. Definitions	.....	2
	C. No Strike – No Lockout	.....	3
	D. Captions and Numbers	.....	4
	E. Separability	.....	4
	F. Waiver	.....	4
ARTICLE II	<u>GRIEVANCE PROCEDURE</u>	.....	4
	A. STEP 1	.....	5
	B. STEP 2	.....	5
	C. STEP 3	.....	6
	D. STEP 4	.....	6
	E. STEP 5	.....	6
	F. Limitations on the Arbitrator	.....	7
ARTICLE III	<u>ASSOCIATION RIGHTS AND DUTIES</u>	.....	7
	A. Board Meetings	.....	7
	B. Association Business Days	.....	8
	C. Dues Deduction	.....	8
ARTICLE IV	<u>MANAGEMENT RIGHTS</u>	.....	9
	A. General Management	.....	9
ARTICLE V	<u>EMPLOYEES' RIGHTS</u>	.....	9
	A. Personnel File	.....	9
	B. Public Criticism	.....	9
	C. Disciplinary Procedure	.....	10
ARTICLE VI	<u>SENIORITY</u>	.....	10
	A. Seniority	.....	10
	B. Seniority List	.....	11
	C. Layoff and Recall	.....	11
	D. Notice of Vacancy	.....	12
	E. Transfers	.....	12
ARTICLE VII	<u>HOURS AND WORKING CONDITIONS</u>	.....	13
	A. Work Day/Work Year	.....	13
	B. Performance Evaluation	.....	15
	C. Custodial Hours	.....	16
	D. Delays	.....	17
	E. Cancellations	.....	17
	F. Inclement Weather	.....	17
ARTICLE VIII	<u>LEAVES OF ABSENCE</u>	.....	18

	A. Sick Leave	18
	B. Extended Illness Leave	19
	C. Personal Leave	20
	D. Emergency Leave	21
	E. Bereavement Leave	21
	F. Jury Duty/Legal Leave	23
	G. Anticipated Disability	23
	H. Declared State of Emergency	24
ARTICLE IX	<u>WAGES</u>	24
	A. Salary Schedules	24
	B. Shift Differential	26
	C. Temporary Pay for Temporary Change in Position	27
	D. Attendance Incentive Plan	27
	E. Reimbursement for Unused Sick Leave Days	27
	F. Severance Pay	28
	G. Direct Deposit	28
ARTICLE X	<u>BENEFITS</u>	29
	A. Insurances Coverages	29
	B. Vision Care Plan	30
	C. Dental Care Plan	31
	D. Life Insurance	32
	E. Vacation	33
	1. Eligibility	33
	2. Application	34
	3. Time of Vacation	34
	4. Termination of Employment	34
	F. Admission to School Events	35
	G. Paid Holidays	35
	H. Mileage Reimbursement	36
	I. Professional Development	36
	J. Clothing for Custodial/Maintenance	39
	K. Sick Bank	39
ARTICLE XI	<u>SUCCESSOR CLAUSE</u>	39
ARTICLE XII	<u>MISCELLANEOUS PROVISIONS</u>	39
ARTICLE XIII	<u>TERM OF THE AGREEMENT</u>	40
	APPENDIX A	42

MIDD-WEST SCHOOL DISTRICT

and the

MIDD-WEST EDUCATION SUPPORT PROFESSIONALS ASSOCIATION

PREAMBLE

THIS AGREEMENT, made and entered into as of July 1, 2023,

BY AND BETWEEN MIDD-WEST SCHOOL DISTRICT, Middleburg, Snyder County, Pennsylvania (hereinafter called the "District"),

AND MIDD-WEST EDUCATION SUPPORT PROFESSIONALS ASSOCIATION, PSEA/NEA, (hereinafter called the "Association"),

WITNESSETH:

District and Association, for and in consideration of the promises herein contained and intending to be legally bound hereby, agree as follows:

ARTICLE I RECOGNITION

A. UNIT

By virtue of an order of the Pennsylvania Labor Relations Board which became final on April 11, 1993, Association has been certified as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment, for those of District's employees who are members of the collective bargaining unit comprised of all full-time and regular part-time nonprofessional employees including but not limited to aides, secretaries, custodial/maintenance employees and cafeteria employees; and

28 excluding management level employees, supervisors, first level supervisors,
29 confidential employees, and guards as defined in the Public Employee Relations
30 Act.

31 This Agreement has been reached through collective bargaining
32 negotiations conducted according to the requirements of the Public Employee
33 Relations Act, and it is intended that the provisions hereof shall bind District,
34 Association, and those of District's employees for whom the Association has been
35 certified as exclusive representative.

36

37 **B. DEFINITIONS**

38 Unless the context in which they are used clearly indicates some other
39 meaning, the following words whenever used in the Agreement shall have the
40 meanings ascribed to them by this Article:

41 "DISTRICT" shall mean the Mid-West School District.

42 "BOARD" shall mean the Board of School Directors of the Mid-West
43 School District.

44 "COLLECTIVE BARGAINING UNIT" or "UNIT" shall mean that group of
45 District's employees for whom Association has been certified (Certification
46 #PERA-R-92-701-E) as exclusive representative by the order of the Pennsylvania
47 Labor Relations Board which became final on April 11, 1993.

48 "EMPLOYEE" as used in this Agreement shall mean any person employed
49 in a position covered by this Agreement. This shall include both the masculine
50 and feminine. Hereinafter any references to the masculine shall also denote the
51 feminine and vice-versa.

52 "DAYS" as used in this Agreement shall refer to actual working days unless
53 otherwise indicated.

54 "FULL-TIME" employee as used in this Agreement shall refer to any
55 employee working seven and one-half (7½) or more hours per day, 180 days or
56 more per year. All other employees are part-time employees.

57 "JUST CAUSE" shall mean no employee in the bargaining unit shall be
58 discharged, disciplined, reprimanded, reduced in rank or compensation, or
59 deprived of any professional advantage without just cause. Any such action
60 asserted by the Board or any administrative agent or representative thereof shall
61 be subject to the grievance procedure herein set forth. All information used in
62 forming the basis for such above action shall be made available to the employees
63 and to the Association. If the District intends to use information gained from a
64 student, or to use a student as a witness at any disciplinary or dismissal
65 proceeding, the Association shall be given an opportunity to interview the
66 student during the school day in a manner commensurate with the District's
67 interview of a student policy.

68

69 **C. NO STRIKE – NO LOCKOUT**

70 During the term of this Agreement the Association and the employees it
71 represents shall not engage in any strike, as that term is defined in the Public
72 Employee Relations Act, and the District shall not conduct a lockout.

73 **D. CAPTIONS AND NUMBERS**

74 The captions and numbers of the provisions of this Agreement are for
75 convenience only and are not intended to reflect in any way on the substance or
76 interpretation of such provisions or on any other matters of this Agreement.

77

78 **E. SEPARABILITY**

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

84

85 **F. WAIVER**

86 This Agreement constitutes the entire agreement between the parties with
87 respect to all subjects appropriate for collective bargaining, whether contained
88 herein or not, and the District shall not be required to bargain collectively or
89 negotiate concerning any item or subject, whether mentioned herein or not, for
90 the purpose of modifying or amending this Agreement.

91

92 **ARTICLE II GRIEVANCE PROCEDURE**

93 Throughout the grievance procedure, all information forming the basis of
94 District and employee action is to be made available to the District and the
95 employee and, at the employee's discretion, to the Association.

96 As used in this Article, "grievance" means an allegation by an employee or
97 the Association during the term of this Agreement that the District has violated,

98 misinterpreted, or misapplied a written provision of this Agreement in regard to
99 that employee.

100 As used in this Article, "work day" means any day on which school is
101 scheduled, and Monday through Friday, excluding legal holidays, when school
102 is not scheduled.

103 All grievances shall be disposed of through the following five-step process:

104 **STEP 1**

105 An employee shall present a grievance at an informal conference with the
106 building principal within seven (7) work days after s/he knew or should have
107 known of the event giving rise to such a grievance. At the informal conference,
108 the employee and building principal shall discuss all information of which either
109 party is aware in an attempt to resolve the grievance.

110 **STEP 2**

111 If the employee is dissatisfied with the results of the informal conference
112 with the building principal, the employee must, within five (5) work days after
113 the conference, present the grievance to the building principal in writing and on
114 a form provided by District.

115 The building principal shall reply in writing to the employee within five (5)
116 work days after the presentation of the grievance.

117 **STEP 3**

118 If the employee is dissatisfied with the reply of the building principal, the
119 employee must, within five (5) work days after receiving the written reply, submit
120 such grievance to the Superintendent.

121 The Superintendent shall reply to the employee in writing within five (5)
122 work days after receipt of the grievance.

123 **STEP 4**

124 If the employee is dissatisfied with the reply of the Superintendent, the
125 employee must notify the Superintendent in writing within five (5) work days
126 after the Superintendent's reply that the employee desires the grievance to be
127 submitted to the Board at its next official meeting.

128 **STEP 5**

129 The Board shall notify the employee of its decision within ten (10) days
130 after such official meeting. If the employee or Association is dissatisfied with the
131 determination of the Board, the Association may demand that the grievance be
132 referred to arbitration by a single arbitrator, provided in Section 903 of the Public
133 Employee Relations Act, by serving written notice of such demand on the
134 Secretary of the Board within twenty (20) days after the date of the Board
135 decision.

136 If an employee or the Association fails to comply with the time limitations
137 established for the 5-step process, the grievance shall be resolved and
138 terminated, and the last reply or decision made shall be deemed final. If the
139 District at any step fails to render its decision within the time periods
140 established, the employee shall be entitled to advance the grievance to the next
141 step. Failure of the District to reply shall be deemed a denial.

142 In the event a grievance is filed at such time that it cannot be processed
143 through all the steps in this grievance procedure by the end of the school year,

144 the time limits set forth herein shall be adjusted so that the grievance may be
145 settled as soon as practicable by mutual agreement.

146 The charges of the arbitrator shall be borne equally by the Association and
147 the District.

148

149 **LIMITATIONS ON THE ARBITRATOR**

150 The arbitrator shall have no power to add to, subtract from, disregard,
151 alter, change, amend, or modify any terms of this Agreement; nor shall the
152 arbitrator substitute her/his discretion for that of District where such discretion
153 has been retained by District by provision of this Agreement.

154

155 **ARTICLE III ASSOCIATION RIGHTS AND DUTIES**

156 **A. BOARD MEETINGS**

157 A representative of the Association designated by its President shall receive
158 a copy of the current agenda, list of bills and minutes of the previous public
159 meetings at the same time such items are furnished to the members of the Board.

160 **B. ASSOCIATION BUSINESS DAYS**

161 District may grant members of the Association leaves of absence to attend
162 the various conventions sponsored by the parent organizations of the
163 Association. In the event that two or more employees from the same building
164 request Association leave days for the same work day and the officers of the
165 Association approve such request, the employees may meet with the
166 Superintendent to discuss the request. If, in the judgment of the

167 Superintendent, the absence of both employees will not interfere with the
168 educational program, the Superintendent may grant the requests. District shall
169 pay the salary of the substitute. The Association will make payment to the
170 District for the actual cost of providing a substitute at the substitute rate for a
171 maximum of ten (10) employee days. Days beyond that, the Association shall
172 reimburse the District for the salary of the employee using such leave.

173

174 **C. DUES DEDUCTION**

175 District shall deduct an employee's dues for Association membership from
176 the employee's first fifteen (15) installments of salary beginning in October of
177 each school year and shall remit the same to the Association, provided the
178 employee has given written authorization to do so prior to **September 15** of each
179 school year.

180 **ARTICLE IV** **MANAGEMENT RIGHTS**

181 **A. GENERAL MANAGEMENT**

182 Association recognizes the Board as the sole and final authority over
183 matters of inherent managerial policy, which term includes, but is not limited
184 to, the selection, direction, and assignment of employees of the District.

185

186 **ARTICLE V** **EMPLOYEES' RIGHTS**

187 **A. PERSONNEL FILE**

188 1. Each employee shall have the right, upon reasonable request, to
189 review the contents of her/his personnel file during non-working hours, in the
190 presence of the Superintendent or the Superintendent's designee, and to receive
191 copies of any documents contained therein. The employee shall be entitled to
192 have a representative of the Association accompany her/him during such review.

193 2. The employee shall have the right to submit a written commentary
194 to any material placed in the file and such written comment shall be attached to
195 the item in the file. No unsigned or improperly identified item shall be placed in
196 an employee's file.

197 3. The examination of an employee's file shall be limited to Board
198 approved supervisory and confidential personnel.

199

200 **B. PUBLIC CRITICISM**

201 Any criticism of an employee by a supervisor, administrator, or other agent
202 of the employer shall be made in reasonable confidence and, whenever possible,

203 not in the presence of pupils, parents of pupils, other employees, or at public
204 gatherings. All critiques made shall be confidential.

205

206 **C. DISCIPLINARY PROCEDURE**

207 Disciplinary action should be corrective and progressive in nature,
208 whenever possible, and the employee should be apprised of conduct violations
209 for which s/he might be disciplined. Progressive penalties, where appropriate,
210 are as follows:

- 211 1. verbal warning
- 212 2. written warning
- 213 3. suspension without pay
- 214 4. dismissal. In the event it is necessary to dismiss, a hearing shall
215 be provided as required by statute.

216

217 **ARTICLE VI SENIORITY**

218 **A. SENIORITY**

219 1. District Seniority: District Seniority shall be defined as the length
220 of an employee's continuous service with the District. A break in service will
221 occur in the event of resignation or retirement.

222 **B. SENIORITY LIST**

223 A copy of the seniority list will be provided to the President of the
224 Association. Upon approval, the District shall post in each building on or before
225 September 15 of each year, a list reflecting the seniority of each employee.

226

227 **C. LAYOFF AND RECALL**

228 1. In the event it becomes necessary to lay off employees for any
229 reason, the District shall seek volunteers from within the bargaining unit first
230 and then consider seniority in determining which employee to lay off. The least
231 senior employee in the classification which will be eliminated shall be laid off
232 first.

233 2. Employees to be laid off shall receive written notice ten (10) work
234 days prior to the effective date of the layoff.

235 3. The Association shall receive advance notice of any layoff, including
236 a list of the employees to be laid off.

237 4. The District shall maintain a list of laid off and demoted employees.
238 Employees on this list shall be considered for recall to permanent or temporary
239 vacancies for which they are qualified. In recalling laid off or demoted employees,
240 the District shall consider the seniority of each of the employees qualified for the
241 vacancy.

242 5. Furloughed employees shall retain seniority accrued until the time
243 of the furlough but shall not earn seniority while furloughed. If a furloughed
244 employee rejects a recall to a position for which they are qualified, they shall lose
245 all recall rights.

246

247 **D. NOTICE OF VACANCY**

248 District will give notice of a vacancy by email and by posting a list in each
249 school. Such notice shall be posted a minimum of five (5) days before the
250 vacancy is filled, but nothing shall preclude District from filling the vacancy
251 during the notice period in order to assure the integrity and continuity of the
252 educational program. Vacancy means any open position in any school in the
253 District caused by the Board creation, resignation, retirement, or death of a
254 member of the Unit.

255 All employees in the bargaining unit may apply for vacant or newly created
256 positions and shall be considered, based on their qualifications, for those
257 positions before new employees are sought.

258

259 **E. TRANSFERS**

260 A request by an employee for transfer to a different position or school shall
261 be made in writing to the Superintendent, and, in the employee's discretion, a
262 copy may be filed with the Association. The request shall set forth the reasons
263 for the requested transfer. The Superintendent, or her/his designee, shall
264 respond to the request by meeting with the employee. Similarly, whenever the
265 District requests an employee to change assignment, the employee may request
266 a meeting with the Superintendent, or her/his designee.

267 The District shall consider the seniority of an employee when an
268 involuntary transfer is necessary.

269 If an employee is involuntarily transferred from one position to another,
270 and it would result in a lesser pay rate, the employee shall keep their present

271 pay rate. If an employee voluntarily transfers from one position to another
 272 position with a lesser pay rate, a new pay rate will be calculated for the
 273 transferring employee. The employee’s new pay rate shall be determined by
 274 splitting the difference between the employee’s higher hourly rate at the time of
 275 transfer and the lesser hourly rate for their new position as set forth in Appendix
 276 A.

277

278 **ARTICLE VII HOURS AND WORKING CONDITIONS**

279 **A. WORK DAY/WORK YEAR**

280 The normal work day, work week, and work year for positions within the
 281 bargaining unit shall be as follows:

282	<u>Position</u>	<u>Work Day</u>	<u>Work Year</u>
283	Cafeteria Manager	5.5-7 hours	Equal to Professional Contract Days
284			
285	Cafeteria Worker/Cashier	3-5.5 hours	Equal to Professional Contract Days
286			
287	Administrative Secretary – DO	5-8 hours	12 months
288	Secretary	5-8 hours	12 months
289	Clerical Assistant	5-8 hours	200 days
290			
291	<u>Position</u>	<u>Work Day</u>	<u>Work Year</u>
292	Paraprofessional – Special Education	4-8 hours	Equal to Professional Contract Days
293			
294	Paraprofessional – Regular Ed/Library	4-7 hours	Equal to Professional Contract Days
295			
296	Paraprofessional—In-School Suspension/4-7 hours		Equal to Professional Contract Days
297	Cyber Monitor		

298	Maintenance III	5-8 hours	12 months
299	Maintenance II	5-8 hours	12 months
300	Maintenance I	5-8 hours	12 months
301	Head Custodian	8 hours	12 months
302	Custodian	3-8 hours	12 months
303	Health Room Technician/LPN	8 hours	Equal to Professional Contract Days
304			
305	Transportation Student Aide	2-6 hours	Equal to Professional Contract Days
306			
307	Network Administrator	5-8 hours	12 months
308	Technology Technician	5-8 hours	12 months
309	Data Submission Specialist	5-8 hours	12 months

310 A 12-month work year will be equal to the number of week days of each
 311 work week within the approved calendar less the contractual paid holidays listed
 312 in Article X., Section E., of the Agreement. (240 days.)

313 A 12-month employee scheduled to work full-time hours during the school
 314 year will retain their full-time benefits should they work part-time hours during
 315 the school year summer break.

316 Administration will determine the work day and work year within the
 317 ranges given.

318 Employees hired prior to July 1, 2019, who are involuntarily transferred
 319 to a different position will retain their work day/work year (240 days) terms as
 320 of June 30, 2019.

321 Employees hired prior to July 1, 2019, who choose to transfer to a different
322 position are subject to the work day/work year (240 days) terms as listed in
323 Article VII., Section A., and as determined by management.

324

325 **B. PERFORMANCE EVALUATION**

326 The plan for evaluation shall group classified employees into
327 position classes based upon similarities of duties, responsibilities, and
328 qualifications. The procedure for evaluating employees shall include:

- 329 1. setting of specific job objectives by the employee's supervisor;
- 330 2. conduct evaluations every twelve (12) months for all employees;
- 331 3. establishment of reasonable performance standards to permit the
332 employee to meet performance objectives as determined by the
333 employee's supervisor;
- 334 4. provisions for improving unsatisfactory performance by offering aid
335 with recommendations as to how improvements can be effected;
- 336 5. scheduling follow-up conferences to assess change.
- 337 6. Employee evaluations are between the employee and his/her
338 immediate supervisor. The supervisor will not share/discuss the
339 evaluations with any other non-administrative District employee.
340 Supervisors will complete employee evaluations. Input on evaluations
341 may include direct observations and walk-through observations and
342 may also involve building level and district level administrators.

343 The procedures shall be clear and unambiguous in intent and language
344 and be available to employees for review before changes are applied.

345 Additionally, employees shall be given a copy of each performance
346 evaluation and shall have the right to submit a written response thereto
347 which shall be attached to the file copy.

348

349 **C. CUSTODIAL HOURS**

350 1. The District's practice of providing all non-daylight hour custodians
351 with the option to work daylight hours when students are not in school with the
352 exception of days where activities require night custodial services, shall continue
353 in effect for the duration of this Agreement.

354 2. When a daylight custodian is absent, the night-time custodian may
355 be asked to sub daylight, and a substitute custodian will be hired for the night
356 time.

357 3. Custodians who perform routine building checks (one (1) hour)
358 when District offices are closed (weekends, holidays, etc.) will receive additional
359 compensation. Compensation will be at one and a half times his/her normal
360 hourly rate. Building checks that occur on a holiday, will receive compensation
361 that is two (2) times his/her normal hourly rate.

362 **D. DELAYS**

363 Should a member of the bargaining unit be required, pursuant to her/his
364 job duties, to report to work early on a day for which there is a delayed opening
365 which ends up in a cancellation of school for the day, s/he shall receive a
366 minimum of two (2) hours of pay.

367 Delays when only custodians and maintenance employees are required to
368 report to work to prepare for the opening of school, custodians and maintenance

369 employees may earn and accumulate compensation time which must be used no
370 later than June 30 of the year the compensation time was earned. Compensation
371 time will be recorded and tracked at the employee's assigned building.

372

373 **E. CANCELLATIONS**

374 Custodians and maintenance employees who are required to report to work
375 on a working day when schools and offices are closed due to weather emergencies
376 will receive a compensation day in addition to the pay earned for said day. The
377 compensation day can be used in half (½) day increments during the same
378 contract year.

379

380 **F. INCLEMENT WEATHER**

381 Support staff do not have to report to work as scheduled on days when the
382 opening of school is delayed except for those designated as essential employees.
383 Those non-essential employees will be paid for the delay. In the event of an early
384 dismissal, these non-essential employees will be paid for the lost time.

385 **ARTICLE VIII LEAVES OF ABSENCE**

386 **A. SICK LEAVE**

387 Regularly employed classified employees considered full time employees
388 shall receive ten (10) sick leave days annually. The unused portion of such leave
389 shall be cumulative from year to year without limit. All part-time employees
390 shall be granted eight (8) cumulative sick leave days per year. Any employee
391 absent for three (3) or more consecutive work days on sick leave may be required
392 to submit a physician's written statement certifying her/his disability; this

393 provision will not apply to days taken without pay. Such statement may not be
394 presumed to conclusively establish the employee's disability. Should the
395 employee of the school district, in the opinion of a responsible administrator,
396 show evidence of deviation from normal physical or mental health, the
397 administrator shall report this to the Superintendent who shall recommend a
398 course of action in accordance with Board policy. Up to ten (10) family sick leave
399 days per year may be used by the employee. Twelve-month employees can earn
400 up to two (2) additional sick leave days (one per six-month cycle) if no sick leave
401 days are used in a six-month period (January 1 through June 30 and July 1
402 through December 31). School-year employees can earn up to two (2) additional
403 sick leave days (one per semester) if no sick leave days are used during a single
404 semester.

405 Full time employees hired into a classification with a 240-day work year
406 who will work less than a full year will have their sick leave time pro-rated as
407 follows:

- 408 ◀ Employment begins on or after July 1 but before September 1—10 days
- 409 ◀ Employment begins on or after September 1 but before October 1—9 days
- 410 ◀ Employment begins on or after October 1 but before November 1—8 days
- 411 ◀ Employment begins on or after November 1 but before December 1—7 days
- 412 ◀ Employment begins on or after December 1 but before January 1—6 days
- 413 ◀ Employment begins on or after January 1 but before February 1—5 days
- 414 ◀ Employment begins on or after February 1 but before March 1—4 days
- 415 ◀ Employment begins on or after March 1 but before April 1—3 days
- 416 ◀ Employment begins on or after April 1 but before May 1—2 days

417 ◀ Employment begins on or after May 1—1 day

418
419 Employees who are hired into a classification with a work year of 200 days
420 or fewer and work less than a full year, will have their sick leave time pro-rated.
421 Two sick leave days will be awarded for each marking period the employee is
422 expected to work.

423

424 **B. EXTENDED ILLNESS LEAVE**

425 Upon the expiration of all currently earned and accumulated sick leave,
426 an employee may request that the Board grant unpaid leave for the remainder of
427 the school year. If such leave is granted, the employee's seniority rights shall be
428 preserved and a similar position of employment made available upon return.

429 Should leave be required beyond the end of the school year, an employee
430 may request that the Board grant a one-year extension. If granted, the Board
431 may provide a position of similar employment upon the employee's return.

432

433 **C. PERSONAL LEAVE**

434 All classified employees shall be granted two (2) personal leave days
435 without reduction in pay per year.

436 In the initial year of employment, personal leave will be prorated as follows:

437 ◀ Employment begins prior to November 16 – 2 days

438 ◀ Employment begins on or after November 16 but before May 16 – 1 day

439 ◀ Employment begins on or after May 16 – 0 days

440 The following conditions must be followed:

- 441 1. The employee must file a written request for such leave with
442 her/his supervisor at least three (3) days in advance.
- 443 2. Employees eligible for personal leave and working more than six (6)
444 hours per day may take personal leave in half-day increments.
445 Eligible employees working six (6) or less hours per day shall take
446 personal leave in full-day increments.
- 447 3. If the employee chooses not to use one or both personal leave
448 days, then s/he will be paid an amount equal her/his daily rate, or
449 they may be accumulated to a maximum of eight (8) days.
- 450 4. The above mentioned payment will be made by July 30
451

452 **D. EMERGENCY LEAVE**

453 An employee may request one emergency leave day during each year of the
454 contract from the Superintendent because of sudden, serious illness in the
455 employee's family or because of a sudden, unexpected occurrence which requires
456 immediate attention or action by the employee.

457 Additional emergency leave days shall be granted upon the approval of the
458 Superintendent.
459

460 **E. BEREAVEMENT LEAVE**

461 Bereavement leave may be granted to an employee as follows:

462 1. Immediate Family

463 Employees are entitled to a maximum of five (5) bereavement
464 leave days. The five (5) bereavement leave days can be used

465 anytime from the date of the immediate family member's death
466 and up to ten (10) working days past the date of the immediate
467 family member's death.

468 If there are extenuating circumstances, including but not limited
469 to travel or customary limitations to using the five (5)
470 bereavement leave days within the ten (10) working days, a
471 request can be made to the Superintendent to grant a longer
472 period of time for the employee to use the maximum of five (5)
473 bereavement leave days. Members of the immediate family shall
474 be defined as father, mother, brother, sister, son, daughter,
475 husband, wife, parent-in-law, grandchild, or near/close relative
476 who resides in the same household with the employee or any
477 person with whom the employee has made his/her home.

478 2. Near Relative

479 Employees are entitled to a maximum of three (3) bereavement
480 leave days. The three (3) bereavement leave days can be used
481 anytime from the date of the near relative family member's death
482 and up to six (6) working days past the date of the near relative's
483 death.

484 If there are extenuating circumstances, including but not limited
485 to travel or customary limitations to using the three (3)
486 bereavement leave days within the six (6) working days, a request
487 can be made to the Superintendent to grant a longer period of
488 time for the employee to use the maximum of three (5)

489 bereavement leave days. Members of the near relative family
490 shall be defined as son-in-law, daughter-in-law, step mother,
491 step father, step sister, step brother, or step children.

492 3. Close Relative

493 Employees are entitled to a maximum of one (1) bereavement
494 leave day.

495 Members of the close relative family shall be defined as
496 grandfather, grandmother, aunt, uncle, brother-in-law, sister-in-
497 law, niece, nephew, or the employee's first cousin.

498 **F. JURY DUTY/LEGAL LEAVE**

499 An employee shall receive regular school pay whenever serving on jury
500 duty but shall surrender to the District any payment for jury duty. Any
501 reimbursement received for expenses incurred while on jury duty shall be
502 retained by the employee. In the event the employee works second shift, the
503 employee will be granted a leave of absence for his/her shift and receive his/her
504 regular pay.

505 An employee subpoenaed to appear as a witness in court on a matter
506 involving the District shall be excused without loss of pay for a maximum of three
507 (3) work days. Any witness fees shall be remitted to the District, but
508 reimbursement for expense incurred while serving as a witness shall be retained
509 by the employee. Such leave shall not extend to any proceedings between the
510 District and the Association or between the District and an employee or
511 employees.

512

513 **G. ANTICIPATED DISABILITY**

514 Leave for anticipated disability and other leaves covered by the Family and
515 Medical Leave Act of 1993 {FMLA} and its corresponding regulations shall be
516 available on such terms and conditions of FMLA, and its corresponding
517 regulations are in effect and applicable to such leave when it is requested and is
518 being taken.

519 Procedures for applying for leaves under the Family and Medical Leave Act
520 are outlined in Policy Guide 535.

521 **H. DECLARED STATE OF EMERGENCY**

522 Properly identified essential employees who must report to work during a
523 declared State of Emergency shall receive compensation at one and one-half
524 her/his regular hourly rate for hours worked, as authorized by her/his
525 supervisor.

526

527 **ARTICLE IX WAGES**

528 **A. SALARY SCHEDULES**

529 Starting Wages By Classification can be found in Appendix A. All
530 bargaining unit employees will receive an increase aligned with their
531 Performance Evaluation. For the 2023-2024, 2024-2025, and 2025-2026 school
532 years, hourly raises will be as follows: Poor up to Fair—no hourly increase; Fair
533 up to Above Average—\$0.40 per hour; Above Average to Outstanding—\$0.65 per
534 hour. For the 2026-2027 school year, raises will be Poor up to Fair—no hourly
535 increase; Fair up to Above Average—\$0.50—per hour; Above Average to
536 Outstanding—\$0.75 per hour.

537 New hires whose start day is on or after April 1 of any year covered by this
538 contract will not receive the hourly rate increase until July 1 of the start of the
539 second full contract year of his/her employment after hire as related to their
540 annual performance evaluation.

541 On July 1, 2023, all Paraprofessionals will receive an additional \$1.00 per hour
542 increase.

543 The District will be utilizing ESSER ARP funding to provide retention
544 bonuses to employees. For the 2023-2024 school years, the retention
545 bonus will be split into 4 equal deposits and will be deposited on the pay
546 period that most closely corresponds with the end of each student marking
547 period. For the 2024-2025 school year, the total bonus will be deposited
548 on the second pay period in August 2024. Employees receiving the bonus
549 payment in August 2024 are expected to remain with the district for a
550 minimum of two months after the payment is made. Employees who do
551 not remain with the district after the bonus payment or will be required to
552 reimburse the district the full amount of the bonus. If an employee leaves
553 the District before November 1, 2024, the full amount of the retention
554 bonus must be reimbursed to the District. If an employee leaves the
555 District between November 1, 2014 and February 1, 2025, the employee
556 will reimburse the District one half of the retention bonus.

557 The retention bonus provided herein for the 2023-2024 and 2024-
558 2025 school years is considered to be one-time, non-precedent setting
559 payments due to the availability of federal stimulus monies related to the
560 COVID pandemic. References to these payments will be removed from a
561 successor Collective Bargaining Agreement.

562 The retention bonus is outlined below:

	<u>Days per year</u>	<u>Retention Bonus</u>
563		
564		
565	240 days	\$800.00
566	200 days	\$675.00
567	186 days	\$625.00

568
569 When filling any position covered by this contract for which there are no
570 other employees in the same position, and the District, in its sole discretion,
571 determines that no suitable applicant can be hired at the starting wage set forth
572 above, the District reserves the right to negotiate with the Association and
573 employee a starting wage above the rate(s) listed above based upon the
574 applicant's experience and qualifications.

575 For twelve-month employees, annual base salary will be calculated based
576 upon the individual's hourly rate of pay. This base salary will be paid in equal
577 biweekly installments.

578

579 **B. SHIFT DIFFERENTIAL**

580 Employees required to work hours other than the normal daylight work
581 day shall, in addition to their regular hourly wage, receive \$0.50 per hour shift
582 differential for each year of the contract for any shifts that start after 3:00 p.m.
583 Custodial staff who begin their work day at 10:00 a.m. shall receive a shift
584 differential of \$0.50 per hour for all hours worked during their shift in addition
585 to their regular hourly wage for each year of the contract. The aforementioned
586 differentials shall be added to the respective employees' regular hourly rate in
587 calculating all paid leaves taken by the employee, including sick days, vacation

588 and holidays during the school year. When employees normally scheduled to
589 work those hours work a normal daylight schedule, this differential will not be
590 paid (summer work).

591

592 **C. TEMPORARY PAY FOR TEMPORARY CHANGE IN POSITION**

593 When a higher level employee is absent and a lower level employee is
594 assigned or required by District policy or procedure to perform the duties of the
595 higher level, the assigned employee shall receive an additional \$1.00 more per
596 hour to her/his regular pay classification for any temporary changes beyond
597 three (3) days per year. The days need not be consecutive.

598

599 **D. ATTENDANCE INCENTIVE PLAN**

600 District shall make a one-time salary payment of \$150.00 to an employee
601 who does not use any sick leave or personal/emergency leave days during the
602 entire work year. The incentive payment shall become a payment for the
603 employee only for the work year in which perfect attendance is achieved and
604 shall be paid by July 30.

605

606 **E. REIMBURSEMENT FOR UNUSED SICK LEAVE DAYS**

607 The District shall provide reimbursement for unused sick leave days for
608 an employee who retires under the provisions of the Public School Employees
609 Retirement System. Such reimbursement shall be determined as follows:

- 610 a. Service must be rendered in the Midd-West School District or any of
611 its component parts.

- 612 b. Employees will receive the following reimbursement: 10–19 years of
613 service = \$22.00 per unused sick leave day; 20-29 years of service =
614 \$26.00 per unused sick leave day; 30 or more years of service =
615 \$30.00 per unused sick leave day.
- 616 c. The employee must give notification of intended retirement at least
617 two (2) months prior to the effective date to qualify for
618 reimbursement of unused sick leave days.

619

620 **F. SEVERANCE PAY**

621 The District shall provide severance pay for an employee who retires under
622 the provisions of the Public School Employees Retirement System. Such
623 severance pay shall be determined as follows:

- 624 a. Service must be rendered in the Mid-West School District or any of
625 its component parts.
- 626 b. Employees will receive the following severance pay: A sum of
627 seventy-five dollars (\$75.00) for each year of service for those retiring
628 employees who have completed at least ten (10) years of service.
629 Example: An employee with eleven (11) full years of service will
630 receive \$825.00.
- 631 c. The employee must give notification of intended retirement at least
632 two (2) months prior to the effective date to qualify for severance pay
633 benefits.

634

635 **G. DIRECT DEPOSIT**

636 The Board requires that every employee shall utilize direct deposit.

637 **ARTICLE X** **BENEFITS**

638 **A. INSURANCE COVERAGES**

639 Insurance and medical benefits are extended to those employees who are
640 currently included in the District plan regardless of full-time or part-time status.
641 Any part-time employee who currently is not included in the plan shall have the
642 option of purchasing, at the group rate, any insurance benefits offered to full-
643 time employees in the bargaining unit.

644 District shall maintain and bear the cost of an IRS minimum qualified high
645 deductible insurance plan which will provide each full-time with a health
646 insurance plan offered by the District and shall be comparable to those offered
647 in the 2022-2023 school term. Employees will be eligible for one of two
648 options: Single or Family rate plans. When a new employee is hired, the District
649 will make a one-time deposit in the amount of fifty percent (50%) of the
650 employee's deductible for this plan into the employee's Health Saving Account
651 (H.S.A) for said employee. Once the employee meets the deductible limits, the
652 District and Insurance Provider will assume all costs.

653 District will provide one (1) insurance plan for married staff members with
654 one spouse being the primary participant of the plan. The other spouse will be
655 a dependent on the plan and will not be eligible for the opt-out (payment in lieu
656 of) benefit.

657 In the event there is a change in family status (separation, divorce,
658 resignation, furlough or death) of said eligible employee, District will afford
659 coverage as specified. Employee agrees to reimburse the District on a pro rata
660 basis if the employee has taken the payment in lieu of health insurance option.

661 District shall have the right (a) to select the carriers for the plans, (b)
662 determine all the provisions of the plan, (c) to change the carriers of the plan at
663 any time, (d) to improve the provisions of the plan at any time, and (e) to receive
664 any and all credits and payments available from carriers which may in any way
665 affect the cost of the plans.

666 District will pay, in lieu of group health insurance coverage for an eligible
667 employee, a yearly payment of \$2,000.00.

668 Notification for such payments must be provided to the District on a form
669 provided by the District by **June 10** of each year or, for new employees, within
670 thirty (30) days of employment. Payment shall be made to the employee by July
671 30 of each year or, for new employees, within thirty (30) days of employee's
672 election to take such payment. In the event unforeseen circumstances require
673 the employee to reenroll in the group insurance plan of the District, District may
674 recoup a prorated amount of this payment in three (3) installments by deducting
675 one-third of the prorated amount from each of the next three (3) installments of
676 annual salary.

677

678 **B. VISION CARE PLAN**

679 The District agrees to provide and pay eighty-eight percent (88%) during
680 the life of this Agreement of the entire contributions for providing group vision

681 benefits for the employee who enrolls in such a program. The benefits shall be
682 provided through PSEA or other benefit plan provider (such as an insurance
683 company) the District may select.

684 Plan coverage:

685 The Vision Care Plan shall include Eye Examination and Refractive
686 Services and Post-Refractive Services.

687 The Vision Care Plan shall include full coverage, as defined by plan, for the
688 employee and each dependent.

689 The vision benefit is a contract between the District and the benefit plan
690 provider. No dispute over a claim for any benefits extended by the benefit plan
691 shall be subject to the grievance procedures established in this Collective
692 Bargaining Agreement.

693 It is agreed and understood that the District does not accept, nor is the
694 District to be charged with, any responsibility in any manner connected with the
695 determination of liability to any employee making a claim under any of the
696 benefits extended by the vision care benefit plan. It is agreed that the District's
697 liability shall be limited to the payment of contributions or premiums.

698

699 **C. DENTAL CARE PLAN**

700 The District shall provide and pay eighty-eight percent (88%) during the
701 life of this Agreement of the entire contributions for providing group dental
702 benefits for the employee who enrolls in such a program. The benefits shall be
703 provided through PSEA or other benefit plan provider (such as an insurance
704 company) the District may select.

705 The Dental Care Plan shall include Basic, Supplemental and Periodontics
706 benefits with a \$1,000.00 maximum benefit per employee and his/her eligible
707 dependents per year.

708 The dental benefit plan is a contract between the District and the benefit
709 plan provider. No dispute over a claim for any benefits extended by the benefit
710 plan shall be subject to the grievance procedures established in this Collective
711 Bargaining Agreement.

712 It is agreed and understood that the District does not accept, nor is the
713 District to be charged with, any responsibility in any manner connected with the
714 determination of liability to any employee making a claim under any of the
715 benefits extended by the dental care benefit plan. It is agreed that the District's
716 liability shall be limited to the payment of contributions or premiums.

717

718 **D. LIFE INSURANCE**

719 For full-time employees, term life insurance coverage on the life of an
720 employee with double indemnity for accidental death in the face amount of
721 \$25,000.00. This benefit will end with the termination of employment.

722 For part-time employees, term life insurance coverage in the amount of
723 \$15,000.00. This benefit will end with the termination of employment.

724 **E. VACATION**

725 1. **Eligibility**

726 Vacation time is granted to full-time classified employees who work 240
727 days per year. Vacation is computed as follows:

728 a. Initial year of employment – Employees working less than a contract
729 year during their initial year of employment will have their vacation
730 pro-rated as follows:

- 731 ◀ Employment begins prior to September 15 – 5 days
- 732 ◀ Employment begins on or after September 16 but before
733 December 1 – 4 days
- 734 ◀ Employment begins on or after December 1 but before
735 February 15 – 3 days
- 736 ◀ Employment begins on or after February 15 but before May 1 –
737 2 days
- 738 ◀ Employment begins on or after May 1 – 1 day

739 b. After the initial year of employment, July 1 will represent the start
740 of the employment year (July 1 to June 30) for determining vacation
741 days on the following schedule:

- 742 **Employment year does not mean years of service completed*
- 743 ◀ First Full or Partial Year of Employment – Pro-rated as above
- 744 ◀ Employment Years 2 & 3 – 5 working days
- 745 ◀ Employment Years 4 to 10 – 10 working days
- 746 ◀ Employment Years 11 to 15 – 15 working days
- 747 ◀ Employment Years 16 and Beyond – 20 working days

748 2. **Application**

749 Eligible employees must schedule vacation with the immediate supervisor
750 at least one (1) week in advance of the desired starting date. Special
751 consideration shall be given to emergencies. All vacation schedules must
752 recognize the operating needs of the District and are subject to final approval by
753 the Superintendent. Scheduled vacation may not be changed once a substitute
754 has been assigned.

755 3. **Time of Vacation**

756 Vacations are for the mutual benefit of the school district and the
757 employee. As such, vacation leave should be scheduled within the fiscal year
758 following the year it is earned. The employee may accumulate no more than ten
759 (10) such days of vacation leave. Such employee may request payment in lieu of
760 such vacation time, provided that such payment has been requested in writing
761 prior to **May 31** of that year.

762 4. **Termination of Employment**

763 An employee who anticipates termination of employment in this District
764 may take accrued vacation prior to the termination date with proper approval as
765 noted.

766 Payment for accrued vacation and personal leave days shall be made to
767 the estate of a deceased employee, to a retiring employee, or to an employee who
768 plans to terminate his/her employment with the District when in the judgment
769 of the Superintendent such payment would be in the best interest of the District.

770 Payment of days will include accrued paid time off from prior contract
771 years plus pro-rated paid time off for the final contract year based on the number
772 of days worked in the final contract year.

773

774 **F. ADMISSION TO SCHOOL EVENTS**

775 District shall admit an employee and a guest to any school event without
776 charge. Such admission shall occur upon presentation of a District staff badge.

777

778 **G. PAID HOLIDAYS**

779 1. Full-time employees who work 240 days shall receive the following paid
780 holidays: Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve
781 Day, Christmas Day, New Year’s Eve Day, New Year’s Day, Good Friday,
782 Memorial Day and Independence Day. An additional paid holiday will be
783 provided in those years in which there are more than 240 work days. The
784 Association will meet with the Administration to determine the additional
785 holiday(s).

786 2. All other employees shall receive the following paid holidays: Labor
787 Day, Thanksgiving Day, Christmas Day, New Year’s Day, Good Friday and
788 Memorial Day.

789 3. Any full-time employee required to work on any of these holidays for
790 emergency reasons, with approval of the Superintendent, shall receive double
791 time.

792 **H. MILEAGE REIMBURSEMENT**

793 The District shall reimburse any employee who uses her/his personal
794 vehicle for approved travel on District’s business at the rate allowed by the
795 Internal Revenue Service. The District will change the reimbursement rate only

796 upon proof from the Association that a new rate has been established by the
797 Internal Revenue Service, and such change shall not be given retroactive effect.
798 Request for reimbursement shall be made at such time and on such forms as
799 may be specified by the District.

800

801 **I. PROFESSIONAL DEVELOPMENT**

802 The District will pay for an Associate degree for a classified employee
803 provided s/he meets the following qualifications:

- 804 1. Employee must hold a High School Diploma from a state recognized
805 secondary program or evidence that s/he has passed the Graduate
806 Record Exam (GED).
- 807 2. Employee must have three (3) letters of recommendation attesting to
808 the ability of the employee to be able to perform academically.
- 809 3. Performance at an interview. The interview team should consist of
810 the Superintendent, Director of Curriculum and Instruction, Principal
811 of the employee and a member of the Association.
- 812 4. The program for an Associate degree is in an area that is mutually
813 beneficial to the employee and the District.

814 Upon acceptance into the program, District shall make tuition payments
815 for each academic credit which an employee may seek, to the college or university
816 where the employee plans to enroll, provided all the following conditions which
817 are applicable are met:

- 818 1. The credits will be earned during the term of this Agreement.

819 2. District shall make tuition payments, at a rate equal to the rate
820 currently in effect for an Associate degree at Penn College of
821 Technology.

822 3. A proper invoice from an accredited and District approved college or
823 university showing the full tuition charge per credit has been
824 submitted to District by the employee in accordance with the following
825 dates:

826 ◀ January 31 for the previous fall semester;

827 ◀ June 30 for the previous spring semester; and

828 ◀ September 30 for the previous summer semester.

829 Any exception to the above dates shall require prior approval from
830 the Superintendent.

831 When District has made a payment on account of an employee's tuition,
832 District may recoup the amount of such payment from the employee:

833 1. If the employee does not enroll at the college, university, or
834 intermediate unit from which s/he submitted her/his tuition invoice
835 to District.

836 2. If the employee does not earn the credits for which the tuition was
837 paid.

838 3. If the employee does not receive a letter grade of "A" or "B."

839 4. If the official grade report is not submitted within thirty (30) calendar
840 days of the postmark date.

841 5. Classified staff members entering this program are expected to remain
842 employees of the Midd-West School District during and two (2) years
843 after receiving her/his degree. Anyone leaving the program
844 or discontinuing employment during this time period will reimburse
845 the District in full for any tuition payment made for said employee.

846 So long as it appears that the employee from whom tuition may be
847 recouped intends to continue employment with District, District shall recoup the
848 tuition in ten (10) equal or nearly equal installments deducted from her/his
849 salary, but if it appears that the employee intends to quit her/his employment
850 before District can recoup the tuition by such installment deductions, District
851 may deduct the whole unrecovered balance of such tuition from all amounts due
852 and to become due by the employee and may take whatever other actions it
853 deems appropriate for collection.

854 Required hours for Chapter 14 hours will be provided by the District or
855 become eligible for reimbursement under this provision provided, however, that
856 the employee must first take the hours provided by the District. Should an
857 employee miss a District offering due to illness, the employee must provide a
858 doctor's certificate indicating that s/he were ill and unable to attend the
859 program(s) offered at that time.

860

861 **J. CLOTHING FOR CUSTODIAL/MAINTENANCE**

862 The Midd-West School District will provide each custodial/maintenance
863 employee with appropriate seasonal shirts to be worn on the job. Additionally,
864 custodial/maintenance employees will be granted up to \$100 per year for a

865 clothing allowance to purchase work pants and/or work shoes. Actual expenses
866 up to \$100 will be reimbursed to the employee upon presentation of a receipt for
867 said item(s).

868

869 **K. SICK BANK**

870 The Association and District will develop a sick leave bank.

871

872 **ARTICLE XI SUCCESSOR CLAUSE**

873 This Agreement shall be binding upon the parties, successors, and
874 assigns, as fully as though the successors and assigns were direct parties of this
875 Agreement. This section shall expire simultaneously with the Agreement.

876

877 **ARTICLE XII MISCELLANEOUS PROVISIONS**

878 A. Nothing contained herein shall be interpreted or applied in such a
879 manner as to deny or restrict to any employee such rights as may exist under
880 the Public School Code of 1949, as amended, or other applicable laws and
881 regulations.

882 B. Employee benefits and working conditions now existing in the Board
883 policy manual or elsewhere and not in conflict with the Agreement shall remain
884 in effect subject, however, to the right of the Board to exercise the rights reserved
885 to it under Article IV of this Agreement.

886 C. This Agreement constitutes the entire Agreement between the parties
887 with respect to all subjects appropriate for collective bargaining, whether
888 contained herein or not, and the parties shall not be required to bargain

903 signed by its President and Vice President and the employer has caused this
904 Agreement to be signed by its President and Secretary, and its corporate seal to
905 be placed hereon, all on this 22nd day of August 2022.

906

907 *For the School District*

For the Support Professionals Association

908

909

910 President

Association President

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912

913

914 Secretary

Association Vice President

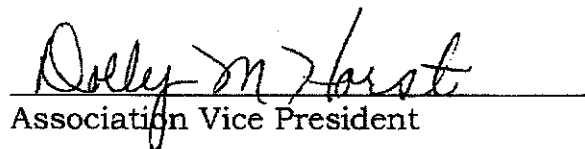
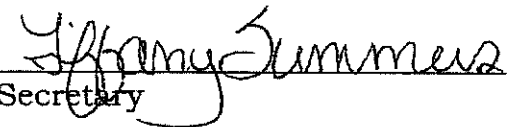
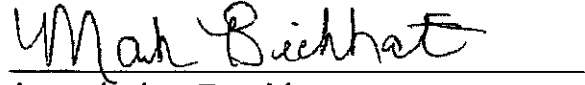
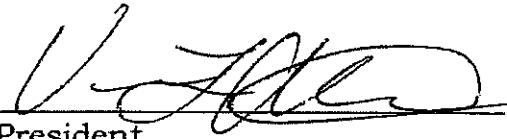
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918 Date

Date



9/8/2022

9/8/2022

APPENDIX A

Starting Wages By Classification

POSITION	2023-2024	2024-2025	2025-2026	2026-2027
Cafeteria Manager	\$14.90	\$15.20	\$15.50	\$15.80
Cafeteria Worker/Cashier	\$12.65	\$12.95	\$13.25	\$13.55
Administrative Secretary – DO	\$16.90	\$17.20	\$17.50	\$17.80
Secretary	\$15.65	\$15.95	\$16.25	\$16.55
Clerical Assistant	\$14.40	\$14.70	\$15.00	\$15.30
Paraprofessional	\$15.40	\$15.70	\$16.00	\$16.30
Maintenance III	\$22.90	\$23.20	\$23.50	\$23.80
Maintenance II	\$18.90	\$19.20	\$19.50	\$19.80
Maintenance I	\$14.90	\$15.20	\$15.50	\$15.80
Head Custodian	\$14.90	\$15.20	\$15.50	\$15.80
Custodian	\$13.25	\$13.55	\$13.85	\$14.15
Health Room Technician/LPN	\$17.40	\$17.70	\$18.00	\$18.30

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APPENDIX A

Starting Wages By Classification

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941

POSITION	2023-2024	2024-2025	2025-2026	2026-2027
Transportation Student Aide – 1 to 60 minute run	\$16.40/run	\$16.70/run	\$17.00/run	\$17.30/run
Transportation Student Aide – 60+ minute run	\$26.40/run	\$26.70/run	\$27.00/run	\$27.30/run
Network Administrator	\$22.90	\$23.20	\$23.50	\$23.80
Technology Technician	\$19.40	\$19.70	\$20.00	\$20.30
Data Submission Specialist	\$20.40	\$20.70	\$21.00	\$21.30

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