

AGREEMENT

Between the

**NASHOBA REGIONAL SCHOOL
DISTRICT COMMITTEE**

and the

**NASHOBA REGIONAL
EDUCATION ASSOCIATION - UNIT A**

JULY 1, 2008 - JUNE 30, 2011

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ARTICLE I

Recognition

The Nashoba Regional School District Committee (hereinafter “the Committee”) recognizes the Nashoba Regional Education Association/MTA/NEA (hereinafter “the Association”), pursuant to Massachusetts General Laws Chapter 150E, as the exclusive representative for the purposes of collective bargaining of all professional teaching personnel (including guidance counselors, school adjustment counselors, school psychologists and librarians) and school nurses employed by the District but excluding the Superintendent of Schools, the Assistant Superintendent of Schools, all Principals, assistant Principals, other full time administrative employees, and all other employees of the District.

“Mission statement – it is the mission of the parties to this Agreement,

- to provide the best possible education to the students of the District,
- to provide a healthy, safe, stimulating, dynamic working environment for the staff and students,
- to be fiscally responsible by using resources efficiently and effectively,
- to meet the educational needs of the community,
- to attract and retain the highest quality staff,
- to recognize exceptional (outstanding) performance by students and staff,
- to adequately provide a framework for the maintenance, health, safety, and the well being of staff and students,
- to foster an environment of mutual respect and trust among all members of the NRSD community through collaboration,

ARTICLE II

Management Rights

Except where such rights, powers, and authority are specifically and expressly relinquished by the provisions of the Agreement, the Committee retains and reserves all statutory, customary and usual rights, powers, functions and authority of an employer to manage and direct its working forces, including without limiting the generality of the foregoing, the right to make and modify reasonable rules to assure orderly and effective work, the right to select, hire, evaluate job performance, transfer, assign, promote and retain employees, the right to determine the necessity of filling a vacancy, the right to suspend, discipline or discharge employees and to relieve or layoff employees from duties in whole or in part because of lack of work, consolidations of positions, or for other legitimate reasons, to maintain the efficiency of its operations, to determine the organization, methods, means, technology, equipment and personnel by which such operations are to be conducted and to take whatever actions may be necessary to carry out the work of the Committee for the public benefit. The exercise of rights pursuant to this Article shall not be subject to the arbitration provisions of this Agreement unless exercised contrary to a specific provision of this Agreement.

The terms "School District" and/or "Committee" as hereinafter used in this Agreement refers to the Nashoba Regional School District Committee and shall include the Committee, Superintendent and Principals, and, in any particular instance, shall mean the Committee, unless Chapter 71 of the Massachusetts General Laws confers authority for the matter on the Superintendent or Principal, in which case it shall mean the Superintendent or Principal, as the case may be.

ARTICLE III **Grievance and Arbitration Procedure**

3.1.

Definition of Grievance: For the purpose of this Agreement, a "grievance" shall be defined as a dispute arising during the term of this Agreement between the Committee and the Association and/or any employee or group of employees concerning an alleged specific and direct violation, misinterpretation or misapplication of any of the express provisions of this Agreement.

Definition of "Day": A "day" as used in this Article, shall be a day during which teachers are required to be present.

3.2.

Time Limits: If at the end of ten (10) days next following the occurrence of any grievance or the date the aggrieved employee should reasonably have had first knowledge of such occurrence, the grievance shall not have been presented at Step 1 of Section 4, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step or level in the procedure shall not have been taken within the time specified therefore in said Section 4.

3.3

Purpose

3.3a. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances or potential grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3.3b. Nothing contained in this Agreement will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate Supervisor and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement. The Committee agrees to provide the Association with notice of any such adjustment(s) when made.

3.3c. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered MAXIMUM, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement of the parties. If the maximum days indicated at each level is exceeded, the grievance will be granted.

Section 4.
Procedure

- a. Step 1 - A grievance shall be presented in writing by the employee to his/her immediate Supervisor within ten (10) days next following its occurrence or the date the aggrieved employee should reasonably have had first knowledge of its occurrence. The Supervisor shall, if requested, meet with the aggrieved employee within five (5) days of receipt of the grievance. In the event there is no immediate Supervisor or the Supervisor is unavailable or is unable to resolve the grievance, it may be filed immediately at Step 2 below. The Supervisor shall issue a decision in writing within five (5) days of receipt of the grievance or the close of the hearing, if such a hearing is requested, whichever is later.
- b. Step 2 – If the grievance is not resolved at Step 1, it may be referred to the Superintendent of Schools within five (5) days of receipt of the Step 1 answer. The Superintendent shall hold hearing within ten (10) days of receipt of the referral and shall answer the grievance in writing within ten (10) days of receipt of the referral or the close of the hearing, whichever is later.
- c. Step 3 – Should the grievance remain unresolved, it may be referred in writing to the School Committee within five (5) days of receipt of the Step 2 answer. The Committee shall hold a hearing at its next regularly scheduled meeting or at a meeting called for the purpose of hearing the grievance and shall answer the grievance within ten (10) days following its meeting or the close of the hearing, whichever is later.
- d. Step 4 – If the grievance is not resolved at Step 3, the Association, but not any individual employee, may submit the grievance to arbitration within twenty (20) days of receipt of the decision at Step 3, pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- e. Grievances regarding discipline, suspension, and/or dismissal shall be filed at the Principal's level (Step 1) or Superintendent's level (Step 2), whichever is appropriate, and may thereafter be processed to arbitration (Step 4). The parties recognize that authority over certain matters is committed under Chapter 71 of the Massachusetts General Laws to the Superintendent or Principals. Notwithstanding that the foregoing procedure has three (3) levels prior to arbitration, the final level prior to arbitration shall be the Committee, Superintendent or Principal, whichever party has authority over the particular matter under Chapter 71.

Section 5.

The Arbitrator selected as herein provided shall be without authority to add to, subtract from, or modify any provision of this Agreement. The decision of the Arbitrator shall be in writing and shall be rendered within thirty (30) business days after the hearing is declared closed. In reaching his decision, the Arbitrator shall interpret this Agreement in accordance with the commonly accepted meaning of the words used herein (subject to evidence or proof of a contrary intention of the parties at the time the Agreement was negotiated) and the principle that there are no restrictions intended upon the rights, responsibilities, or authority of the Committee provided by law or custom other than those restrictions specifically and expressly set forth herein. The decision shall be final and binding on both parties and the employee(s) initiating the grievance.

Section 6.

Notwithstanding any contrary provision of this Agreement, the Arbitrator shall be without power or authority to make a decision which:

- a. exceeds his jurisdiction and authority under M.G.L. Chapter 150C and/or this Agreement; or
- b. orders any remedy to be effective more than ten (10) days prior to filing of the written grievance concerned or the date the aggrieved employee should reasonably have had first knowledge of such occurrence.

Section 7.

If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such a grievance in writing at Step 1 of Section 4; all provisions of this Article shall apply to such a grievance.

Section 8.

In lieu of submitting to arbitration under the auspices of the American Arbitration Association, the Committee and the Association may mutually agree in writing to submit any grievance to the Massachusetts Board of Conciliation and Arbitration for arbitration, grievance mediation, or both.

Section 9.

A grievance may be withdrawn by the employee(s) initiating it or by the Association at any step of the proceedings.

Section 10.

Each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and presentation of its own case. The fees and expenses (if any) of the Arbitrator and the American Arbitration Association shall be shared equally by the parties.

ARTICLE IV
Continuity of Operations

Neither the Association nor any employee or group of employees shall engage in, induce, encourage or condone any strike, work stoppage, slowdown or withholding of services.

The Association agrees that it will make all reasonable efforts to prevent any strike, work stoppage, slowdown or withholding of services and that, in the event of the same, it will direct its members to cease and desist in any such activities. The Committee agrees that there shall be no lockout of employees covered by this Agreement from their employment.

In the event of a violation of this Article, the Committee or the Association, as the case may be, may at its option institute any or all proceedings in a court of law or in equity, before appropriate agencies or in arbitration pursuant to the procedures described in Article III.

ARTICLE V
Professional Evaluation

Section 1.

The evaluation should be objective and reflect a teacher's professional and classroom experience. The primary purpose of the evaluation is to help the teacher improve his/her teaching and professional performance. At the same time, it is recognized that evaluations may be used in the making of personnel decisions.

Section 2.

Whatever evaluation process is instituted for the staff covered by this Agreement, it will be subject to these provisions:

1. Monitoring and observations of the work performance of a teacher will be conducted openly. A teacher without professional teacher status will normally be evaluated twice a year and a teacher with professional teacher status will normally be evaluated once every two (2) years, provided that in both cases a teacher may be evaluated more frequently when in the sole judgment of the Superintendent circumstances so warrant.
2. Staff members will review evaluation reports prepared by evaluators and acknowledge this review by signing and dating the evaluation. Evaluators will sign and date all evaluations. After ten (10) school days, if the teacher has not returned the material signed, the evaluation letter will be placed in the teacher's file, a registered letter will be sent to the teacher noting this.

3. The staff member has the right to review the contents of his/her file and to have copies provided of any material contained herein (except all confidential references will be removed) by making a request of the Superintendent in writing at least twenty-four (24) hours in advance. A charge of ten (\$.10) cents will be made for all copies requested.

4. No derogatory material shall be placed in a teacher's file without his/her knowledge. This knowledge will be indicated by his/her signature affixed to the material being placed in the file. Teachers will have the right to submit a written answer to such material and this answer shall be reviewed by the Superintendent, signed by him/her and attached to the file copy. After ten (10) school days, if the teacher has not returned the material signed, a registered letter will be sent to the teacher noting this, and the signed receipt and the derogatory material will be placed in the teachers file.

5. A teacher may write a reply to any evaluation and the reply will be placed in his/her personnel file.

6. The Association recognizes the responsibility of the Administration to promote excellence of instruction. The Association also recognizes the responsibility of members of the Administration to admonish teachers for delinquency of professional performance. Nothing in this Article prohibits or restricts the filing of letters, memoranda or other written material in personnel files which might aid the Administration in the formulation of a subsequent objective evaluation; provided the teacher concerned shall be given knowledge of the filing of the same and an opportunity to respond pursuant to the provisions of Paragraph 4 above.

7. No employee shall be disciplined, dismissed or reduced in rank or compensation without just cause.

ARTICLE VI **Salary Conditions**

6.1 Proposed programs or courses leading to higher preparational levels shall be submitted to and shall be approved by the Superintendent.

6.2 Teachers shall be paid their annual salaries in either twenty-six (26) or twenty-two (22) equal installments payable bi-weekly, said election to be made by the August 15 preceding the start of the school year. Teachers who have elected the twenty-six (26) payment option may receive their final four (4) checks in a single, lump sum payable on the last day of the school year, provided they notify the school business office of such intention in writing not later than May 15.

6.3 A teacher who enters or leaves the employ of the District during the school year will have a pro-rated salary calculated as follows:

If a contract is terminated by either the teacher or the Committee before the end of the

school year the salary earned shall be determined by the annual contracted salary divided by the number of work days in the school year, multiplied by the number of days taught.

6.4 The Committee may, when hiring new teachers, make variations in the placement on the salary schedule, and, after showing due cause, may withhold the salary step increments of an experienced teacher. Upon receipt of an unsatisfactory evaluation, a teacher's step and column placement on the salary schedule shall be frozen and remain frozen until a satisfactory evaluation has been achieved. Notice of an unsatisfactory evaluation shall be provided to the teacher by January 1, and at that time an action plan shall be jointly developed by the teacher and administrator to help the teacher receive a satisfactory evaluation by the end of the school year.

6.5 All teachers who expect to move to a higher lane on the salary schedule in a given school year shall notify the Superintendent's office of the anticipated move no later than February of the preceding school year and shall provide the Superintendent with appropriate evidence regarding the same.

6.6 A service increment of three hundred (\$300.00) dollars annually shall be granted after thirteen (13) years of continuous service in the District (including time spent in the Bolton, Lancaster and Stow Districts prior to regionalization). For each year of continuous service thereafter the service increment shall be increased by two hundred (\$200.00) dollars.

6.7 A teacher who takes an approved unpaid leave under the terms of this Agreement shall be entitled to move to the next salary step provided that she/he has taught ninety-one (91) or more days during the year in which the leave has been taken.

6.8 Compensation for Unit A members during the duration period of this agreement is equal to June 2008 salary matrix with a 2% Cola, drop first step, add new step (13) at 3% of previous year's step 12 (total of 5%). The following two years (2) will be at 3% across the board all steps and lanes.

In their first year of employment, non professional staff will work one (1) additional day for a total of 185 days.

6.9 Non degreed nurses will be 80% of the bachelor's scale
Master degree nurses will be paid in accordance with the Teachers ' salary schedule.

6.10 The Association and School Committee have agreed to the following wording: Employees who write and administer successful *competitive, monetary* grants shall be compensated by a stipend of five (5%) percent of the grant money awarded the District in the following fiscal budget year.

6.11 A mentor program shall be established through collaboration with members of the Association for the purpose of providing mentoring and support to new teachers and other teachers as needed. A committee made up of administration and Unit A members shall recommend mentor teachers from each building. The appointment as a mentor will be subject to the approval of the Principal and shall be a one (1) year assignment and subject to annual renewal.

6.12 High school guidance counselors shall be compensated at the rate of one hundred five (105%) percent of the Unit A Teacher Salary schedule, such rate to reflect a work year two (2) weeks longer than that of teaching staff. High school guidance counselors will have no additional administrative duties assigned and shall be responsible for their guidance duties throughout the work day.

6.13 District Team Chairs shall be compensated by the rate of one hundred five (105) percent of the Unit A teacher salary schedule, such rate to reflect a work year two (2) weeks longer than that of teaching staff.

6.14 The Nashoba Regional School District recognizes the importance of work performed on behalf of the District that occurs outside of the regular classroom. This work is an integral part of fulfilling the educational mission of the District. This work includes, but is not limited to, directing academic departments (including special education), coaching interscholastic athletic teams, supervising intramural programs, advising clubs and other extracurricular organizations, mentoring and other forms of academic support, developing curriculum, and participating in professional development. To promote participation in extracurricular activities, and to recognize and reward personnel for their efforts, stipends will be paid as set forth in the Stipend Schedule appended to the Agreement, or if not listed, teachers will have until October 15 to submit letters of interest for new stipends for the following fiscal year. The School Committee will schedule a meeting to review new requests no later than January 15th and will impact bargain the stipend amount for inclusion in the contract.

All stipends paid for extracurricular, athletic, and other services provided; including summer employment, mentoring and academic support by Unit A members to the Nashoba Regional School District over and above their contracted salary will be considered part of their accumulated yearly salary which will be used to determine retirement benefits.

ARTICLE VII **Leave of Absences**

7.1 Sick Leave – The annual sick leave allowance for teachers shall be fifteen (15) days per school year, cumulative to one hundred eighty (180) days. Teachers who, have as of June 30, 1996, accumulated more than one hundred eighty (180) days shall retain their accumulated days in excess of one hundred eighty (180), no further accumulation shall be permitted until the number of days drops below one hundred eighty (180). Teachers who, in accordance with the CBA that expired June 30, 2008, participated in the short term leave provision, will be given a nine (9) day credit for each year of employment* with the District (*as a Unit A member) up to the maximum of 180 days.

7.2 Any employee whose term of employment begins after the first month of the

school year will have sick leave computed on a pro-rata basis at the rate of one and one-half (1 1/2) days for each month of the school year remaining.

7.3 The term “sick leave” shall apply to personal illness or disability caused by accident, except that up to five (5) days per year may be used for illness in the immediate family.

7.4 The Superintendent may meet with individual teachers/nurses regarding their use of sick leave if he has reasonable doubts about the proper use of said sick leave. In the event of illness or disability which extends beyond the period of five (5) consecutive school days, the Superintendent may require appropriate medical evidence as to the nature of the illness, the condition of the employee, and the ability of the employee to resume work.

7.5 Personal Days - Each teacher shall be entitled to a total of three (3) personal days with pay during each school year. The parties agree that such leave should only be taken for important personal reasons, and not as vacations or for recreation. Accordingly, personal days shall not be taken on the day preceding, or the day following a school vacation period or holiday. The teacher must complete a Notification of Absence form and return it to the Central Office at least two (2) days in advance of the leave where possible and, in an emergency, as soon as possible. If teachers have used three (3) days for religious and other personal reasons, additional leave may be granted at the discretion of the Superintendent.

7.6 Bereavement Leave

A. An employee may be granted up to three (3) consecutive working days leave as the result of the death of a spouse, domestic partner, parent, child, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or any other person living in the same household, such leave to be at full pay.

B. An employee will be granted one (1) day of leave as the result of the death of other relatives (i.e., uncle, aunt, cousin, niece, nephew, etc.)

C. Additional bereavement leave may be granted at the sole discretion of the Superintendent.

7.7 Military Leave – Any teacher inducted into or called to Federal or State military service will, for a period not to exceed ten (10) school days, receive pay at a rate which equals the difference between the teacher’s salary and military base pay (less travel), providing the teacher’s salary is the greater. Except for this salary stipulation, the teacher will be considered to be on paid absence for up to the ten (10) day period. The Committee agrees to abide by the Re-employment Rights provision of Section 9 of the Military Selective Service Act of 1967, as amended.

7.8 Legal Proceedings – Time necessary for appearance in any legal proceeding in connection with the teacher’s employment or with the school system shall be regarded as a paid leave, with the exception of any litigation or disputes subject to the grievance or arbitration procedure between the teacher and the Committee.

7.9 Family and Medical Leave Act – The Nashoba Regional School District will meet any obligations set forth under the Family and Medical Leave Act of 1993 (FMLA) which requires covered employees to provide up to twelve (12) weeks of unpaid job protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for at least one (1) year and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months.

Employees may use any accrued vacation, sick or personal leave for part or all of a FMLA leave. Delineation of the type and amount of accrued leave the employee will choose to use for part or all of his/her leave should be included in the original FMLA leave request made by the employee.

Request for FMLA leave shall be made thirty (30) days in advance of the date the employee wishes to begin leave. In cases where the need for the leave was unforeseeable, the employee shall give notice for the leave as soon as practicable. For purposes of computing eligibility under the FMLA, the twelve (12) month period shall be based upon the fiscal year. Additionally, all covered employees are also afforded the rights under the Small Necessities Leave Act.

7.10 Maternity / Child Rearing Leave

A. Following the birth of a child, an employee (male or female) shall be entitled to a child rearing leave without pay pursuant to the provisions of M.L.G. Chapter 149, Section 105D, or as provided below.

B. Child rearing leave shall be provided as follows:
An employee shall notify the Superintendent in writing of his/her intention to take such a leave and, except in the case of emergency, shall give such notice at least thirty (30) days prior to the date on which his/her leave is to begin. All such leaves are to terminate one (1) year from the start date. The Superintendent may approve a request for extension.

C. Prior to the employee’s return from maternity leave, appropriate medical evidence of physical fitness to resume teaching duties will be provided to the Superintendent.

D. While on leave, an employee may continue his/her coverage in the District’s insurance coverage, provided that the employee pays the entire cost thereof. Personal days and other fringe benefits will not apply while on such leave.

E. An employee returning from child rearing leave who has worked less than ninety (90) school days prior to his/her leave will be placed on the salary schedule where he/she was at the time of the leave

F. An adoptive parent shall also be eligible for benefits in accordance with paragraphs A and B above.

G. All benefits to which an employee was entitled at the time said leave commenced shall be restored to said employee upon return.

H. Upon returning from said leave, an employee will be returned to the same or similar position he/she held at the time the leave commenced.

I. Notwithstanding any of the provisions of this or any other article of this agreement, and subject to all applicable state and federal laws, including Massachusetts General Laws, Chapter 149, a female employee may use up to eight (8) weeks available sick leave as a result of a normal pregnancy disability and childbirth.

7.11 Other Temporary Leaves – Extensions of the above leaves for extenuating circumstances may be granted for good cause at the discretion of the Superintendent.

7.12 Professional Days – Effective July 1, 2006, the President of the Association shall be entitled to one day per month of release time to attend to Association business. The Association will reimburse the District at the rate of base substitute pay per day and reimburse the district at President's daily salary.

7.13 Extended Leaves of Absence – A leave of absence, without pay, of up to two (2) years may be granted to a teacher who has been teaching in the Nashoba Regional School District for no less than seven (7) years for participation in ACTION, Teachers' Corps, or for services as an exchange teacher. The teacher must be a full-time participant in any such program. Time spent on such leave will be credited toward seniority and placement on the salary schedule. Upon return the teacher must stay employed for one full academic year.

7.14 Jury Duty – A teacher called for jury duty during the school year will receive his/her pay for the first three (3) days of such duty. Should the duty go beyond three (3) days, the teacher will receive his/her full pay less any pay received for jury duty except the mileage reimbursement.

7.15 Sabbatical Leave Sabbatical leave of one (1) year at one-half (1/2) annual salary or one-half (1/2) year at full salary may be granted to eligible faculty members at the sole discretion of the Superintendent. The following conditions must exist before an applicant will be considered:

A. He/she must have completed at least seven (7) consecutive full years of service in the Nashoba Regional School System.

B. He/she must agree to return to employment in the Nashoba Regional School System for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave.

C. All applications for sabbatical leave must be in the hands of the school administration by December 1 of the school year prior to the school year in which the sabbatical leave will be taken. Action on the sabbatical leave request will be finalized within thirty (30) days of the receipt of the request, and such decision shall be final.

D. Application for sabbatical leave shall include, but not be limited to the following:

1. What system goals and needs will be met;
2. What personal goals and needs will be met;
3. Description of experience they intend to participate in;
4. Means of evaluating the experience; and
5. Plans for sharing benefits with affected parties.

E. All persons granted a sabbatical leave shall be subject to the provisions of Chapter 71, Section 41A of the General Laws of Massachusetts.

Notwithstanding any provision of this Agreement to the contrary, the Superintendent's decision to grant or to refuse to grant any sabbatical leave request in any given year shall not be subject to arbitration.

7.16 In addition to the above leaves, other leaves of absence with or without pay may be granted by the Superintendent. It is understood that all benefits to which a teacher was entitled at the time of the leave will be restored when the teacher returns and the teacher will be assigned the same or an equivalent position. No benefits will accrue during an unpaid leave.

7.17 All requests for extensions or renewals will be applied for and answered in writing.

ARTICLE VII-A

Paid Leaves of Absences / Long Term Disabilities Provision

An annual review of paid time off, long term disability programs shall occur by the Insurance Advisory Committee.

Section 1

Short Term Disability Insurance shall be eliminated with the onset of this contract.

Section 2

Employees may purchase, at their own expense, group long term disability insurance for disabilities which exceed the determined elimination period. Said disability plan shall be determined by the Health Insurance Advisory Committee and approved by the School Committee and Association.

ARTICLE VII-B **Sick Leave Bank**

Section 1.

Upon the execution of this Agreement, a sick leave bank will be established by the Committee for use by eligible teachers to be administered by a Sick Leave Bank Committee ("SLBC") as set forth below:

Section 2.

The Sick Leave Bank shall be established by the deduction of two (2) days of annual sick leave from each eligible teacher's personal accumulation. The maximum number of sick days which may be credited to the bank shall not exceed five hundred (500) days. Enrollment of new members in the program will take place between September 1 and October 1 each year.

The Sick Leave Bank shall be administered by the SLBC consisting of two (2) members designated by the Association and two (2) members designated by the Committee. A fifth member of the SLBC as described above will be elected by the unanimous vote of the four (4) members. This fifth member will not have voting rights unless there is a tie vote of the four (4) members. Three (3) members of the SLBC may make decisions, unless a representative of either the Association or the Committee objects, in which case both parties shall arrange for a full complement of designees to meet within the (10) days. Utilization of the bank shall be subject to the following conditions:

- a. Sick Leave Bank days may be granted only for the applicant's personal illness or accident;
- b. To be eligible to withdraw days from the Sick Leave Bank a teacher must have thirty (30) days of accumulated sick leave prior to the onset of the illness for which days from the bank are sought;
- c. Complete usage of all accumulated or accrued sick leave;
- d. There must not have been any disciplinary action beyond a written reprimand for sick leave abuse;
- e. A qualified physician's statement certifying the disability, illness or accident, together with any appropriate medical evidence the SLBC deems relevant and necessary to its decision (to be submitted, preferably, with the application requesting bank days and any renewal thereof, the SLBC may not act without submission of a physician's statement). All parties agree that such information shall be treated as highly personal and confidential and shall not be divulged to any persons other than the Committee, Superintendent, SLBC or designees of the Committee and Association.
- f. The initial grant shall not exceed thirty (30) days.
- g. Upon completion of the initial grant, additional grants shall require additional adequate medical evidence but no individual shall receive more than one hundred twenty (120) bank days in any three (3) year period.
- h. The SLBC shall furnish the Committee with its written determination of eligibility detailing its considerations with respect to the above criteria prior to the grant of any sick days. The Association and the SLBC agree to meet with the Committee upon request to discuss any matter pertaining to the administration of the bank.

Section 3.

Any sick bank days granted but not used will be re-credited to the bank. No grants may be made for use in, or carried over to, future school years. All days not granted and/or re-credited to the bank at the end of a school year will be carried forward to subsequent school years.

Section 4.

If during any school year the bank becomes depleted to ninety (90) days or less, the SLBC shall inform the Committee so that it shall be renewed by further deduction of one (1) additional day from each eligible teacher covered by this Agreement.

Section 5

In administering the bank the SLBC shall not countenance a recipient's undue delay in processing retirement or other termination of employment on account of disability or illness and may reconsider, at any time, a prior grant of bank days.

Section 6

The SLBC may, with the written mutual agreement of the Committee, grant additional days beyond the maximums set forth above. The Committee and the Association may, at any time, amend the provisions of this Article by mutual written agreements.

Section 7

All decisions of the SLBC, the Superintendent and the Committee with respect to eligibility and any entitlements above shall be final and binding and not subject to the grievance and arbitration procedure herein.

ARTICLE VIII
Work Day / Work Year

8.1 School Year

The School year, in each year of the agreement, shall consist of a total of one hundred eighty- four (184) days for staff entering their second year on up, and one hundred eight-five (185) days for all first year staff members, with the same number of teaching, pre-opening orientation day(s) and staff development day(s) as in the 2004-2005 school year. Professional Development days will be organized by a committee of teachers, Principals, and Central Office staff and will be scheduled in conjunction with the development of the school calendar. A calendar advisory committee of staff, parents and the administration will collaboratively formulate a school year calendar. The committee will meet by December 1, meeting at least three times, and have a recommendation ready for the Superintendent of Schools no later than February 1.

8.2 Professional Development Days - Effective school year 2009-2010 Spring Parent Teacher conference day becomes a full day for District wide professional development. This full day will be a Friday after a Thursday early release. Spring Parent Teacher conferences will be handled on two (2) afternoon early releases and

the remaining conferences will be scheduled through/by building Principals and teachers/teams.

8.3 Length of School Day – The Committee and the Association agree that the professional staff shall devote the time necessary to assure quality education for their students. The length of the student day in grades K-8 shall not exceed six hours and thirty minutes. In grades 9-12, the length of the student day shall not exceed six hours and forty-five minutes.

Teachers will normally report to work ten minutes prior to the start of the student day and may leave upon completion of their professional responsibilities. Staff meetings, parents' nights, etc. shall be scheduled in accordance with past practice. If a teacher is unable to attend a staff meeting they must inform the Principal personally.

8.4

A. Work Day/Work Year

Tentative Agreement has been reached on the following language:

High school teachers shall be assigned a maximum of 25 teaching periods per week and shall be provided with at least 25% unassigned time in the course of a defined rotation of the schedule. Supervision of a study hall shall not be considered a teaching period provided that the 25% unassigned time is maintained.

In the event that either party desires to initiate a change in the high school daily schedule (currently a 7 period day), a Schedule Committee composed of an equal number of high school teachers and administrative representatives (of up to 4 each) shall be convened to consider such change in a consensus fashion. In the event that no consensus is reached after 90 days, the Principal may initiate a change after meeting with department heads and reviewing the needs of the student requests and available staff to meet those needs. In no event, however, will a schedule change be made over the unanimous objection of the teacher representatives of the Schedule Committee. Any new schedule must respect the limits of a 25 teaching periods per week with at least 25% unassigned time.)

B. Elementary Teacher Load

Elementary teachers shall receive a minimum of one (1) preparation period daily of at least thirty (30) minutes in length. Total prep time for a five (5) day work week shall be a minimum of two hundred (200) minutes. In addition each teacher will have at least one team time, to be scheduled with a team of the Principal's choosing, and to start in year 2 of this contract.

In addition, elementary teachers will receive one additional unassigned team planning period per week effective on July 1, 2006.

Page 20, Article VIII, Work Day/Work Year, Section 8.3

Former 8.3, C; 8.3, D; and 8.3, E are now 8.3, D; 8.3, E; and 8.3,F.

C.

Staff are required to attend SPED/504 meetings to which they have been specifically invited and they have a legal obligation to attend. They must stay until the Team Chair or Administrator in charge, in their reasonable judgment indicates it is appropriate for them to no longer participate in the meeting.

D. Early Release Time – Every reasonable effort will be made to schedule early release days with the advice of the administration and consultation with the staff.

E. Elementary teachers shall have a duty free lunch of at least thirty (30) minutes daily.

F. Secondary teachers shall have a duty free lunch equal in length to the student lunch.

8.5 Non-Teaching Duties – All non-teaching functions required of the professional staff will be distributed fairly and equitably throughout the professional staff covered by this Agreement.

8.6

The 184 day work year will begin no earlier than the Monday before Labor Day *except in exceptional circumstances such as resulting from construction.*

ARTICLE IX **Professional Development**

9.1 The Association and the School Committee have agreed to the following amounts of tuition reimbursement:

2008-2009	\$51,000
2009-2010	\$52,500
2010-2011	\$54,000

A course reimbursement committee consisting of representatives from the administration, lead teachers and the Association will be formed to approve and allocate tuition reimbursements in accordance with procedures and standards developed by such committee. The Committee will budget the above listed amounts for each fiscal year for the purpose of tuition reimbursement. Courses at public institutions will be reimbursed at a rate of one hundred percent (100%) and courses at private institutions will be reimbursed at a rate of seventy-five percent (75%).

9.2 At the time of completion of a District program for professional development points (PDP's), an employee will be provided with a certificate confirming the number of points granted for the program.

ARTICLE X **Insurance**

10.1 All professional staff who work at least half time (.5) each week for the school year are eligible for health benefits. The District will contract with health insurance carriers and will pay seventy (70%) percent of the cost of such contracted plans, whether or not such plans are considered indemnity or HMO plans or a combination thereof. It is understood that the District will not itself operate said insurance programs

but will maintain policies or contracts with insurance companies which will administer said programs. The benefits under said programs shall be subject to such conditions and limitations as may be set forth in the policies or contracts of insurance. Any dispute concerning eligibility for, or payment of, benefits under any such policies or contracts shall be settled in accordance with the terms thereof and shall not be subject to arbitration hereunder.

10.2 An Insurance Advisory Committee Shall be established by the Committee and the Association consisting of four (4) members appointed by each party and any other members as required by Chapter 32B. The Insurance Advisory Committee shall use a consensus model when discussing matters brought before them. Changes in plans, coverage or contribution levels recommended by the Insurance Advisory Committee will be subject to ratification by the Committee and the bargaining unit. Upon a written request, the Insurance Advisory Committee shall meet by November 1 of any given year, and submit recommendations for approval reached by the Insurance Advisory Committee by February 1. If the recommendations are not approved, by their respective constituents, then the Insurance Advisory Committee Shall reconvene by March 1, and make recommendations by April 15 to their respective constituents for approval.

10.3 Dental Plan - All employees who work a minimum of twenty (20) hours per week for the District are eligible for dental health benefits. The District will contract with health insurance carriers and will pay 50% of the cost of such contracted plans. All requirements for developing and maintaining the dental health plan will be done in accordance with Article X, Section 2 of this contract. The Association and the School Committee agree to the dental recommendation for employees but not for retirees.

ARTICLE XI **Vacancies and Promotions**

11.1 Whenever a vacancy occurs in a paid instructional or supervisory job under the jurisdiction of the Superintendent during the school year or prior to August 15, or whenever the creation of a new paid instructional or supervisory job under the jurisdiction of the Superintendent becomes necessary during the calendar year, notice will be posted notifying the staff and soliciting applications therefore. Posting of the paid instructional or supervisory job will be official when posted on the Association bulletin board; a copy will be sent to the Association president. Except in the case of emergencies, vacancies will be posted at least ten (10) days prior to the anticipated filling of the position. The parties may mutually agree to shorten the posting period in appropriate circumstances. Standard paid instructional or supervisory jobs of a regular nature may be posted once a year in June.

11.2 Personnel within the school will be given adequate opportunity to make application for such jobs, but the Committee will not be restricted in advertising for applicants outside the system, nor in filling the vacancy from applicants outside its current staff. The Committee agrees to consider the qualifications, certifications, length of service in the District (including time spent in the Bolton, Lancaster and Stow Districts) and needs of the system, and all things being relatively equal, will give preference to applicants from within its then present staff. Job qualifications for similar

future vacancies will not be changed unless the educational philosophy of the system warrants such changes.

11.3 During the summer the Association will be notified by a copy of any posting sent to the Association president. Unless an emergency requires it prior to August 15, no such vacancy will be filled until after a reasonable time has been allowed for staff members to apply for such position(s).

11.4 At least one (1) interview of prospective candidates for teaching positions in the District shall be conducted by the members of the respective departments. Recommendations will then be passed on to the Principal and/or Superintendent.

11.5 All assignments and transfers shall be made in the best interests of the students after due consideration by the Superintendent of the system wide needs. The wishes and preferences of individual professional staff members will be honored to the extent that these conditions do not conflict with the above. When transfers are required qualified volunteers shall be considered first.

11.6 An involuntary assignment or transfer shall be made only after a meeting, if requested, between the teacher involved and the Superintendent or his/her designee, at which time the teacher shall be notified of the reasons for the assignment or transfer. In making involuntary transfers, the committee agrees to consider the same factors as outlined in paragraph 11.2 above. At the request of the teacher a representative of the Association will meet with the Superintendent and the teacher for the purpose of reviewing the transfer and the reasons therefore.

ARTICLE XII **Reduction in Force**

In the event a reduction in staff is necessary, as determined by the Committee, whose decision shall be final and not subject to arbitration, the following procedure shall be applied:

Section 1

Except in unforeseen circumstances, the Committee agrees to notify the Association president that a need for a reduction in force exists by May 15 of the school year preceding the school year in which the reduction in force is to take effect, but in no event later than June 15 of said preceding school year.

Section 2

When the Committee determines that the number of staff to be employed for a given school year is less than that of the previous year:

1. No teacher with professional status shall be laid off while a teacher without professional status is holding a job which a teacher with professional status is qualified to fill.

2. If, notwithstanding (1) above, a professional status teacher or permanent nurse must be laid off, the Superintendent will determine a list of people covered by this Agreement to be laid off. A copy of this list will be sent to the Association president.

In determining the order in which teachers/nurses shall be laid off, within areas of certification normally seniority will prevail. Exceptions to the above may be made only if the Committee determines that there are significant differences between candidates for layoff when considering prior evaluations, experience and ability as reflected in observations and evaluations. The Committee agrees that it will accept the burden of substantiating any alleged differences between teachers/nurses in the above areas. In the event that the Committee determines that two (2) or more teachers/nurses are equal on the basis of such factors, the least senior teacher/nurse shall be laid off first. Continuous employment in the District as set forth in Section 10 below shall be used to compute the length of service for the purposes of this Article. Teachers/nurses who are to be laid off shall be notified on or before June 15 prior to the year in which the layoff is to take effect.

3. To the extent that the Committee's decision regarding the quality of teacher performance is based on objective criteria, the decision of the Committee shall be final and not subject to the grievance and arbitration provisions of this Agreement.

Section 3

To the extent possible and practical, normal attrition will be used to accomplish any reductions in force. That is, teachers who resign will not be replaced by teachers new to the system if there are qualified teachers available in the District.

Section 4

While former members of the professional staff covered by this Agreement continue on layoff, the Committee agrees not to hire any new teachers/nurses, other than those on layoff who may be qualified, for the duration of the Agreement. However, teachers/nurses on layoff who have declined an offer to be rehired or who already hold a position elsewhere which is comparable in nature, salary and benefits to that formerly held in the District shall not be contacted further in the event of additional openings. In the event of recall, teachers/nurses shall be notified by certified mail to their last address of record with the Superintendent and must advise the Committee of their acceptance of the same within fourteen (14) calendar days following the date of the mailing of said notice or forfeit all recall rights.

Section 5

The Superintendent will publish, system wide, by posting in each building a list of all vacancies as soon as possible after he/she learns of them. During the summer recess this list will be sent to the Association president. Teachers/nurses on layoff shall be sent a copy of all such lists if they provide the office of the Superintendent with a stamped, self-addressed envelope.

Section 6.

Teachers/nurses on layoff shall be given preference on the substitute list if they so desire and so indicate in writing, subject to established system policy on substitutes.

Section 7

In a case where a teacher/nurse was employed for less than a full year prior to layoff, employment in excess of ninety-two (92) days shall be considered to be a full year of employment.

Section 8

If employees who are laid off request in writing to the Superintendent to be placed on recall, then during a period of two (2) years from the effective date of their layoff, i.e., the first day they are not actually working, such employees shall be given preference for recall as vacancies develop to the same or similar positions for which they are qualified.

This letter must be received by the Office of the Superintendent within three months of the layoff.

Section 9

Employees recalled pursuant to the above provisions shall be credited with all accrued time in the service of the District prior to the effective date of layoff for purposes of placement on the salary schedules, entitlement to other benefits based upon length of service, and any previously unused sick leave.

Section 10

For the purposes of this Article, seniority will be defined as the most recent period of unbroken service in the District, including years of service in contributing towns provided that approved leaves of absence, previous layoffs and military service do not constitute a break in service.

Section 11

The Superintendent shall provide the Association president with a copy of the most up to date seniority list prior to October 31 each year. Any corrections or changes must be brought to the attention of the Superintendent on or before December 1, after which date the list shall be considered official.

ARTICLE XIII

Payroll Deductions and Agency Service Fee

13.1 Payroll Deductions – Deductions from a teacher's paycheck, in addition to any deductions for group insurance premiums, may be made for the following, subject to a signed request by the teacher:

A. The Committee agrees that, in accordance with the provisions of M.G.L. c.180, Section 17C it will deduct from the salaries of its employees dues for the Nashoba Regional Education Association, the Massachusetts Teachers Association, and the National Education Association as said employees individually and voluntarily authorize the Committee to collect.

B. The Committee agrees that, in accordance with M.G.L. c.71, Section 37B it will deduct from the salaries of those employees who provide written authorization premium contributions to tax sheltered annuities purchased pursuant to Internal Revenue Service Code Section 403(b).

C. The Committee will deposit electronically the pay check of any employee to a bank of the employee's choice providing that the employee provides written authorization of such deposit.

Once such initial authorization has been made, electronic deposit will continue from year to year unless the employee withdraws the authorization.

D. All contributions to the District's group health and life insurance will be made in pre-tax dollars.

13.2 Cafeteria Plans – The District will provide dependent care accounts as part of its cafeteria plan. The terms of the plans will be subject to Section 125 of the IRS Code, including limits and “use it or lose it”, and further will require reimbursement of the District for any payments in excess of contributions in excess of contributions.

13.3 Agency Service Fee – All employees who are members of the bargaining unit as of the ratification date of this Agreement and all new employees hired after said date shall be required to pay an agency service fee unless they become members of the Association within thirty (30) days. Said fee shall be in an amount and shall be implemented in accordance with all applicable state and federal laws and regulations. The collection of the fee shall be solely the responsibility of the Association and the Committee shall not be responsible for the implementation, collection or enforcement of the fee, except that it will supply any required documentation to establish that a person refusing to pay the fee is a member of the bargaining unit. The sole remedy available to the Association to enforce payment of the fee shall be to proceed to court for collection of the fee. The Committee will grant one (1) representative of the Association such leave as is reasonably necessary for court appearances in connection with enforcement of this provision. In the event that the Committee is made a party to any litigation involving this provision, the Association agrees to hold the Committee harmless and indemnify it in full for any judgments which are entered against the Committee provided that the Committee will agree to utilize the services of an attorney chosen by, and paid for by, the Association.

ARTICLE XIV **Workers' Compensation / Protection**

14.1 When a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring during the course of employment and for which the teacher is eligible to receive Workers' Compensation, the teacher will be paid full salary. Any amount of Workers' Compensation, the teacher will be paid full salary through a combination of the Workers' Compensation benefit and available sick leave. Deductions from sick leave will be made in proportion to the difference between the Workers' Compensation benefit and the sick leave used by the teacher.

14.2 Teachers will immediately report to their supervisor(s) all incidents occurring in the course of their employment where they have been threatened with physical harm by another or actually have suffered physical harm by another's intentional act or negligence.

ARTICLE XV
Non-Discrimination

The Committee and the Association agree that neither party to this Agreement will discriminate against any member of the bargaining unit with regard to hiring, salary, promotion, working conditions, or any professional advantage because of race, color, creed, national origin, sex, religious beliefs, age, handicaps, sexual orientation or Association membership or non-membership in violation of State or Federal laws and/or applicable agency regulations concerning discrimination. Because such laws and regulations provide completely alternative procedures for an individual to seek relief from alleged discrimination, the Association agrees it will not arbitrate any case pursuant to this Article unless the employee agrees in writing not to pursue the same claim arising out of the same facts in any other forum.

ARTICLE XVI
Miscellaneous Provisions

Section 1.

This Agreement is created under, is governed by, and is to be construed under the laws of the Commonwealth of Massachusetts.

Section 2

Should any provisions of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 3

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, all prior correspondence, memoranda and agreements and undertakings being merged herein and without effect hereon. This Agreement may be modified only by written instrument signed by the parties hereto.

Section 4

The Association recognizes that the Committee reserves the right to abolish or otherwise not to fund any of the positions set forth in any of the Appendices to this Agreement at any time or for any particular school year; provided always that appropriate payment will be made pursuant to such schedule for services already performed.

Section 5

Upon receipt of any complaint of a potentially adverse air quality condition, the Administration will review and evaluate such complaint and take reasonable action to remediate an identified air quality problem.

ARTICLE XVII
Retirement Incentive

Early Retirement Incentive – During the term of this Agreement a teacher who has completed ten (10) years of service in the District and has attained the age of fifty (50) years, shall receive a retirement incentive of at least ten thousand (\$10,000.00) dollars, based upon budgetary constraints, providing notice by May 15 of retirement at the end of the following school year (i.e., notice May 15, 2000 for retirement June 30, 2001). Such retirement incentive shall be paid via the first warrant after July 1 following the teacher's retirement, and may, at the teacher's option, be deferred to the following fiscal year.

ARTICLE XVIII
Duration

JULY 1, 2008 – JUNE 30, 2011

It is agreed that variations from past practice may be pursued via agreement with the on site staff and/or the Association where the changes may occur.

The Unit A Negotiation team will meet with members of the negotiating subcommittee of the Committee and the Superintendent by November 1, to begin negotiations on the new contract prior to the termination of this one.

AGREED the 25 day of June, 2008.

Authorized Signature
Nashoba Regional School District Committee

Date

Authorized Signature
Nashoba Regional Education Association Unit A

Date

FY 2007-2008 Final					
Step	B	B15	B30/M	M30	M60
1	\$37,697	\$39,302	\$40,926	\$44,159	\$47,376
2	\$39,530	\$41,095	\$42,764	\$45,997	\$49,172
3	\$41,824	\$42,889	\$44,528	\$47,759	\$50,963
4	\$44,866	\$46,479	\$48,098	\$51,330	\$54,556
5	\$47,025	\$48,275	\$49,890	\$53,123	\$56,349
6	\$50,159	\$51,336	\$52,512	\$54,916	\$58,141
7	\$53,296	\$54,472	\$55,646	\$57,998	\$61,224
8	\$55,646	\$56,822	\$57,998	\$60,349	\$63,575
9	\$57,999	\$59,174	\$60,349	\$62,701	\$65,927
10	\$60,349	\$61,526	\$62,701	\$65,051	\$68,277
11	\$62,701	\$63,877	\$65,051	\$67,402	\$70,629
12	\$65,208	\$66,461	\$67,716	\$70,146	\$73,372
FY 2008-2009 New 12th Step(3%) (2% COLA)					
Step	B	B15	B30/M	M30	M60
1	\$0	\$0	\$0	\$0	\$0
2	\$40,321	\$41,917	\$43,619	\$46,917	\$50,155
3	\$42,660	\$43,747	\$45,419	\$48,714	\$51,982
4	\$45,763	\$47,409	\$49,060	\$52,357	\$55,647
5	\$47,966	\$49,241	\$50,888	\$54,185	\$57,476
6	\$51,162	\$52,363	\$53,562	\$56,014	\$59,304
7	\$54,362	\$55,561	\$56,759	\$59,158	\$62,448
8	\$56,759	\$57,958	\$59,158	\$61,556	\$64,847
9	\$59,159	\$60,357	\$61,556	\$63,955	\$67,246
10	\$61,556	\$62,757	\$63,955	\$66,352	\$69,643
11	\$63,955	\$65,155	\$66,352	\$68,750	\$72,042
12	\$66,512	\$67,790	\$69,070	\$71,549	\$74,839
13	\$68,508	\$69,824	\$71,142	\$73,695	\$77,085

FY 2009-2010 (3%COLA)					
Step	B	B15	B30/M	M30	M60
1	\$0	\$0	\$0	\$0	\$0
2	\$41,530	\$43,174	\$44,928	\$48,324	\$51,660
3	\$43,940	\$45,059	\$46,781	\$50,176	\$53,542
4	\$47,136	\$48,831	\$50,532	\$53,927	\$57,317
5	\$49,404	\$50,718	\$52,414	\$55,811	\$59,200
6	\$52,697	\$53,934	\$55,169	\$57,695	\$61,083
7	\$55,993	\$57,228	\$58,462	\$60,933	\$64,322
8	\$58,462	\$59,697	\$60,933	\$63,403	\$66,792
9	\$60,934	\$62,168	\$63,403	\$65,874	\$69,263
10	\$63,403	\$64,639	\$65,874	\$68,343	\$71,732
11	\$65,874	\$67,109	\$68,343	\$70,813	\$74,203
12	\$68,508	\$69,824	\$71,142	\$73,695	\$77,085
13	\$70,563	\$71,919	\$73,277	\$75,906	\$79,397
FY 2010-2011 (3% COLA)					
Step	B	B15	B30/M	M30	M60
1	\$0	\$0	\$0	\$0	\$0
2	\$42,776	\$44,470	\$46,276	\$49,774	\$53,210
3	\$45,259	\$46,411	\$48,185	\$51,681	\$55,148
4	\$48,550	\$50,296	\$52,048	\$55,545	\$59,036
5	\$50,887	\$52,239	\$53,987	\$57,485	\$60,976
6	\$54,278	\$55,552	\$56,824	\$59,426	\$62,915
7	\$57,673	\$58,945	\$60,216	\$62,761	\$66,252
8	\$60,216	\$61,488	\$62,761	\$65,305	\$68,796
9	\$62,762	\$64,033	\$65,305	\$67,850	\$71,341
10	\$65,305	\$66,578	\$67,850	\$70,393	\$73,884
11	\$67,850	\$69,122	\$70,393	\$72,937	\$76,429
12	\$70,563	\$71,919	\$73,277	\$75,906	\$79,397
13	\$72,680	\$74,076	\$75,475	\$78,183	\$81,779