

**BOARD FINAL PROPOSALS TO AMEND THE  
December 20, 2016**

Contract Agreement

between

The Northfield School District Board of Directors  
and  
Washington South Supervisory Union  
Boards of School Directors

and

The Educational Support Personnel Unit  
of  
Washington South Education Association

~~School Years 2016-2017~~

**School Years 2017-2018**

# Table of Contents

PREAMBLE .....	3
RECOGNITION .....	3
RIGHTS OF THE ASSOCIATION .....	4
RIGHTS OF THE BOARD .....	5
GENERAL .....	6
NEGOTIATIONS .....	7
RIGHTS OF THE EMPLOYEE .....	7
SUPERVISION AND EVALUATION .....	9
SCHOOL YEAR .....	11
DEFINITIONS FOR EDUCATIONAL SUPPORT PERSONNEL .....	12
CONDITIONS OF EMPLOYMENT .....	12
BENEFITS .....	16
LEAVES .....	18
GRIEVANCE PROCEDURES .....	22
REDUCTION IN FORCE AND RECALL .....	25
COMPENSATION .....	30
SEVERABILITY.....	30
COMPLETE AGREEMENT.....	30
DURATION.....	31

## ACKNOWLEDGMENT OF ARBITRATION.

No changes proposed at this time.

### PREAMBLE

No changes proposed at this time.

### ARTICLE I

#### RECOGNITION

- 1.1 The Board recognizes the Association, for the purpose of collective bargaining, pursuant to Title 21, Chapter 22, of the Vermont Statutes Annotated, as the exclusive representative of a bargaining unit, as certified by the Vermont Labor Relations Board, composed of Educational Support Personnel employed by the Boards which includes: Instructional Assistants, ~~Food Service Personnel~~, Maintenance, Custodians, and Administrative Assistants (excluding the Administrative Assistant to the Superintendent and the Administrative Assistant to the Director of Special Services).
- 1.2 Unless otherwise indicated, the persons in the above unit will be referred to as “employees”, or “members of the bargaining unit”.
- 1.3 **The Board may, in its discretion, contract out all or part of the food service operation currently performed by bargaining unit staff. The Board may contract out for such services at any time after July 1, 2017.**

*[Please Note: The Board will negotiate with the Association with regard to the impact the proposal to contract out the food service operation has, or may have, on current food service staff].*

### ARTICLE II

#### RIGHTS OF THE ASSOCIATION

No changes proposed at this time.

**ARTICLE III**

**RIGHTS OF THE BOARD**

No changes proposed at this time.

**ARTICLE IV**

**GENERAL**

No changes proposed at this time.

**ARTICLE V**

**NEGOTIATIONS**

No changes proposed at this time.

**ARTICLE VI**

**RIGHTS OF THE EMPLOYEE**

No changes proposed at this time.

**ARTICLE VII**

**SUPERVISION AND EVALUATION**

7.1 Supervision and evaluation is linked to a continuous process of school improvement efforts to maintain a highly qualified and competent staff. The purpose of the supervision and evaluation process is to improve employee effectiveness and to assess employee performance so that excellent performance may be recognized and performance deficiencies may be addressed.

7.2 **EVALUATIONS:**

Evaluations will be completed by the Superintendent and/or his/her Administrative designee. With respect to their responsibilities, as designated by the district and outlined in the job description, each employee will be evaluated in accordance with established procedures by his or her immediate supervisor, or by the Superintendent's designee.

Maintenance and Custodians **and** Administrative Assistants ~~and Food Service Personnel~~ shall receive a formal evaluation annually.

Informal Evaluations shall be done at least one time per year.

All employees shall be evaluated per WSSU procedures. Immediate supervisors and/or cooperating teachers who work with an IA will have the opportunity to provide input prior to the finalization of any formal evaluation.

Evaluation procedures will be distributed to employees annually or made available on the WSSU website.

- 7.3 Formal Written Evaluations will be completed by March 15<sup>th</sup> of the school year in which they are due. Each employee will be provided a copy of any evaluation report prepared by his/her supervisor or building principal and will be entitled to a conference to discuss said reports with the person completing the report. No written evaluation shall be placed in the employee's personnel file, or otherwise acted upon, without the opportunity for a conference between the administrator and the employee. No employee will be required to sign a blank or incomplete evaluation report.

**IMMEDIATE SUPERVISORS:**

~~Food Service Personnel- Food Service Director~~

Maintenance and Custodial Personnel- Director of Facilities and Transportation

Administrative Assistants- Building Principal/Assistant Principal

Instructional Assistants- Director of Special Services or Building Principal

7.4 **PROBATION PERIOD:**

The length of the probationary period shall be ninety (90) days from the date of employment. During the probationary period the District may dismiss an employee for any reason. A probationary employee is not entitled to the protections of "just cause" set forth in this Agreement and may not appeal a decision to terminate under the provisions of the Grievance Procedure.

Evaluations during the probationary period will take place on the following schedule:

- a. One (1) informal evaluation will occur within the first sixty (60) days. The parties will acknowledge in writing that this informal evaluation took place.
- b. One (1) formal evaluation will occur at the end of the ninety (90) day probationary period. This evaluation will be produced in writing in accordance with this Agreement.
- c. In the event the employee receives an unfavorable formal performance evaluation, he/she will have a remediation period of up to six (6) weeks. The employee will receive additional on-the-job assistance from his/her supervisor in improving his/her performance. At the end of the remediation period, the employee shall receive another evaluation. If the evaluation is favorable, the employee will be

removed from probationary status. If the evaluation is unfavorable, the employee will be dismissed.

- d. Notwithstanding any provision of this Article, the parties recognize the right of the District to terminate the employment of a probationary employee at any time prior to the end of the probationary period.

7.5 Except as otherwise provided by this Agreement, the District shall have the right to discipline, suspend or discharge an employee who has successfully completed his/her initial probation period only for just and sufficient cause. Sufficient grounds for just cause suspension or discharge shall include, but not be limited to:

- a. Dishonesty (e.g. theft, falsification of records, etc.).
- b. Insubordination.
- c. Abusive conduct, including but not limited to bullying behavior, harassing and/or threatening language or similar action(s) or conduct toward fellow employees, students, parents or members of the community.
- d. Being under the influence of, in possession of, distributing, or consuming alcohol or drugs (illegal, prescription or non-prescription) in violation of state law or District policy.
- e. Negligence in the performance of assigned duties.
- f. Excessive absenteeism or tardiness.
- g. Fighting while on District property.
- h. Engaging in work-related activities which constitute unlawful harassment.

## **ARTICLE VIII**

### **SCHOOL YEAR**

**No changes proposed at this time.**

## **ARTICLE IX**

### **DEFINITIONS FOR EDUCATIONAL SUPPORT PERSONNEL**

**No changes proposed at this time.**

**ARTICLE X**  
**CONDITIONS OF EMPLOYMENT**

**10.1 through 10.9: No changes proposed at this time.**

**~~10.10 FOOD SERVICE:~~**

~~The District agrees to reimburse each food service employee an amount not to exceed one hundred and twenty five dollars (\$125.00) each school year to subsidize the purchase of footwear and insulated leather work gloves and any other required clothing that is directly tied to his/her employment in the District. Employees shall be reimbursed after submitting proof of purchase to the Business Office. Receipts must be submitted during the year as purchases are made. The Superintendent will have the authority to exceed the \$125.00 limit on an individual basis.~~

~~In the event that the District requires food service employees to wear hair nets and/or gloves, the District shall supply such items free of charge to the employee.~~

**10.140 PREP TIME:**

Instructional Assistants will not be required to do lesson planning. All planning will be done by the classroom teacher or immediate supervisor. Preparation time may be allotted as allowed by State Regulations during the instructional day when necessary and shall be during a time period which is separate and distinct from the Instructional Assistant's lunch period.

Extraordinary circumstances may dictate the need for additional preparation time, on a case-by-case basis. In such cases, the Instructional Assistant shall make a request to the Director of Special Services or the Principal.

**10.121 WORKING CONDITIONS RELATED TO CHILDREN WITH SPECIAL NEEDS:**

Employees who, as a work duty or at the request of a teacher, supervisor, or administrator, are required to change diapers or sanitary napkins, or assist children with any vital life functions that require privacy, and/or that necessitate physical contact of or near a student's genitalia, will receive appropriate training and will not be required to perform said duties alone. Employees assigned any of the above-mentioned duties will always be accompanied by another adult to assist with said duties or to serve as a witness to the performance of said duties. No employee will be required to lift students without assistance and training.

The above stipulation will be made explicit in the job description of employees and communicated orally to them upon hire.

#### **10.132 SALARY ADJUSTMENT:**

Without exception, an Instructional Assistant anticipating a change in his/her salary status for the ensuing school year will notify the Superintendent in writing on or before November 1<sup>st</sup> of the school year preceding the contemplated change on a form distributed by the Administration. Any adjustment in an instructional assistant's annual contract salary required because of a change in the level of education shall be made at the time contracts are normally issued or before August 31<sup>st</sup> where summer course work is involved, and at no other time during the year.

#### **10.143 TRAVEL REIMBURSEMENT:**

Employees who are required to use their automobiles in the performance of their responsibilities as a condition of their employment or who are requested and authorized in writing to use their vehicles in the performance of their job responsibilities by the Superintendent shall be reimbursed for all such travel at the current IRS rate per mile. Employees in this category will be required to provide proof of automobile insurance and demonstrate that they hold a valid driver's license.

#### **10.154 CO-CURRICULAR ACTIVITIES AND EXTRA-CURRICULAR ACTIVITIES:**

All participation in co-curricular and extra-curricular activities shall be voluntary. Employees of the WSSU or its member school districts will be notified of vacancies in extra-curricular positions. The Superintendent will recommend to the Board for approval the establishment of co-curricular and extra-curricular activities and agree on appropriate compensation, considering such factors as the length of the season, the number of students participating and the responsibilities associated with the activity.

#### **10.165 CALL-IN:**

The Superintendent or the Director of Facilities and Transportation, or his/her designee, may notify an employee to report for call-in duties.

1. Call-in pay compensates custodians and maintenance personnel who are called in to work outside their regular scheduled work hours to respond to conditions at the school. Such conditions include, but are not necessarily limited to, fire alarm, security, weather events, heating, electrical, plumbing and related situations, snowplowing, and snow and ice removal.
2. An employee who is called in to work outside their regular scheduled work hours will be compensated for a minimum of two (2) hours, or for the amount of time actually worked, whichever is greater. The employee will be compensated at one and one-half (1.5) times the employee's regular hourly rate.



## ARTICLE XI

### BENEFITS

- 11.1 During the life of this Agreement the Board will make a good faith effort to maintain current status in VEHI. However, in the event that, during the life of this Agreement, any or all of the group health plans specified herein become unavailable, or there is a change in benefits or health insurance plans due to health reform initiatives or mandates from either the federal or state (Vermont) government, the Parties agree to reopen this agreement and negotiate alternative group health insurance program(s) or such other methods of providing employees with health insurance coverage as may be available. If such negotiations are not completed or are not expected to be completed prior to the date a current plan(s) is scheduled to end or change, the Board is authorized to select an interim group health plan or plans which are as comparable to the present Plan(s) as possible, and which shall remain in place until such time as the Parties have reached agreement and are able to implement newly negotiated plan(s).

### INSURANCE

- 11.2 During the period beginning July 1, 2017 and ending December 31, 2017 the he Board will provide the following full-year insurance benefits for each full- time school-year, full-year or extended school-year employee.

#### **HEALTH INSURANCE:**

Each employee may elect single, two-person or family insurance coverage under the VEHI Dual Option Plan.

The Board's premium contributions and the ESP's premium contributions for coverage elected under either plan shall be the following:

01 July 2016 to 30 June 2017:

Board **Eighty-six percent** (86%); ESP **Fourteen percent** (14%)

~~The Board's contribution toward the cost of coverage shall be pro-rated for part-time employees in the bargaining unit who are eligible to participate in the group health plan. See Subsection C below.~~

~~If an employee's spouse is also employed in the WSSU or the school district in a position which is eligible for health insurance benefits one of the employees shall be the Plan participant and the other is eligible for benefits as a dependent. See Subsection D below.~~

~~Employee contributions toward the cost of health insurance premiums will be made through payroll deductions from pre-tax dollars. See Subsection E below.~~

**B. Effective January 1, 2018 the Board will contribute an amount of money toward the cost of the health insurance premium for each full-time employee participating in one of**

the group health insurance plans offered by the Board through VEHI. The Board's contribution to the cost of a full time employee's health insurance premium will not exceed 85% of the premium costs for the VEHI Gold CDHP Plan. An employee electing coverage under the VEHI Gold CDHP Plan or a more expensive group health Plan offered by VEHI will pay the difference in premium cost between the cost of the Plan selected by the employee and the amount contributed by the Board. A full time employee electing coverage under a less expensive Plan offered by VEHI may apply the Board's premium contribution to the cost of the Plan selected in an amount up to but not to exceed the full cost of the annual premium for the Plan selected.

A full time, full year or full time, extended year employee may select single, two-person, parent and child(ren) or family coverage, as applicable, under any of the available plans offered by VEHI. The Board's contribution to the cost of premium for such employees shall be as follows:

A full time school year employee contracted to work during the 2016-2017 school year and who was a member of the group health insurance plan during the 2016-2017 school year may select coverage under any of the available plans offered by VEHI. The Board's contribution to the cost of said employee's health insurance premium will not exceed 85% of the premium cost for the coverage selected under the VEHI Gold CDHP Plan (i.e., single, two person, parent/children or family). An employee in this category electing coverage under the VEHI Gold CDHP Plan or a more expensive group health Plan offered by VEHI will pay the difference in premium cost between the cost of the Plan selected by the employee and the amount contributed by the Board. An employee in this category electing coverage under a less expensive Plan offered by VEHI may apply the Board's premium contribution to the premium cost of the Plan selected in an amount up to but not to exceed the full cost of the annual premium for coverage under the Plan selected.

A full time school year employee newly hired and contracted to work in the 2017-2018 school year or thereafter may select coverage under any of the available plans offered by VEHI. The Board's contribution to the cost of said employee's health insurance premium will not exceed 85% of the premium cost for single coverage under the VEHI Gold CDHP Plan. An employee in this category electing coverage under the VEHI Gold CDHP Plan or a more expensive group health Plan offered by VEHI will pay the difference in premium cost between the cost of the single Plan selected by the employee and the amount contributed by the Board. An employee in this category electing coverage under a less expensive Plan offered by VEHI may apply the Board's premium contribution to the premium cost of the Plan selected in an amount up to but not to exceed the full cost of the annual premium for single coverage under the Plan selected. An employee in this category may add his/her dependents to the group health insurance plan provided that he/she pays all additional premium costs.

In addition to the premium contributions referenced above, the Board will establish and maintain Health Reimbursement Accounts (HRA) for employees who select coverage under either the VEHI Gold CDHP Plan or the Silver CDHP Plan. The Board will fund the HRA maintained for any full time employees participating in either the Gold or Silver CDHP

**Plan to the following levels each Plan year (January 1 through December 31): single plan = \$1,000; two person, parent and children and family plans = \$2,000. Funds in the HRA will be available and may be used solely to pay for qualified medical and prescription drug expenses that track towards the annual deductible of the Plan selected. Employees will be issued debit cards<sup>1</sup> with which to pay eligible medical and prescription drug charges subject to the deductible amounts funded by the Board. Unspent funds will not rollover or accumulate from year to year, but will revert to the District, subject to a ninety (90) day run out period. Employees will be responsible for payment of qualified medical and prescription drug expenses that track towards the annual deductible only after funds in the HRA (i.e., \$1,000 or \$2,000, as applicable) are exhausted. Employees are responsible for the payment of any co-payments or coinsurance charges incurred up to the out of pocket maximums for the Plan selected.**

**The Board will be responsible for the administrative costs of operating the HRA plan. Any substantive or procedural issue related to the operation or administration of the HRA Plan not specified herein is left to the discretion of the Board.**

**C. The District's contribution toward premium costs will be pro-rated for part time employees who are eligible to join the group health insurance plan. The District's contribution toward HRA funding will be pro-rated for employees who either become employed or who become eligible for insurance after January 31 of any Plan Year.**

**D. If an employee's spouse is also employed by the WSSU or by a school district in the WSSU in a position which is eligible for health insurance benefits, one of the employees shall be the Plan participant and the other is eligible for benefits as a dependent.**

**E. Employee premium contributions will be made by payroll deduction on a pre-tax basis through a Section 125 Plan administered by the employer.**

### 11.3 LIFE INSURANCE:

The Board will pay one hundred percent (100%) of the premium cost for a term life insurance policy including AD&D in the amount fifteen thousand dollars (\$15,000) for each employee. The Board reserves the right to negotiate with various insurance companies to obtain the most favorable rate structure for this group term life insurance.

### 11.4 DENTAL INSURANCE:

The Board will pay one hundred percent (100%) of single coverage for a full-time employee under the VEHI Delta Dental Program, Plan 1, coverage A, B, and C or successor plan.

An employee shall have the option to purchase two-person or family coverage under this plan, in accordance with the provisions of the carrier, at the employee's expense, through payroll deduction.

---

<sup>1</sup> Debit cards are one option. The Board is willing to consider different payment modes.  
Board Final Proposals to ESP 12/20/16

- 11.5 Under no condition will the Board pay its share of any group insurance program contribution directly to the employee.
- 11.6 A school-year or extended school-year employee may voluntarily request that his/her annual share of the cost of health and/or dental insurance premium be deducted from his/her paycheck in substantially equal amounts over the course of the employee's paid work year. The employee's request and authorization for payroll deduction shall be made on a form provided by the District and shall be returned with the employee's signed contract.

**11.7 LONG TERM DISABILITY:**

The District shall provide the VEHI Group Long-Term Disability Insurance or successor plan for members of the bargaining unit and pay the premiums for said insurance. The policy purchased shall pay 66.67% of an employee's salary effective upon the ninetieth (90th) day of illness or disability as defined by the plan document. All determinations of eligibility for coverage are made by the insurance carrier.

**11.8 REIMBURSEMENT OF COURSES:**

If an ESP is enrolled in an approved college degree track program the Board will pre-pay or reimburse an Educational Support Personnel for a course not to exceed the cost of three (3) college credit hours at the average of the current University of Vermont, Norwich University, and the Vermont state college tuition rates, for any twelve (12) month period, and in no instance more than the actual cost involved for any approved course.

The coursework must be pertinent to his/her job description subject to approval of the Superintendent.

Each full-time full-year and school-year employee shall have available up to four hundred dollars (\$400.00) in each fiscal year to pay for a workshop, course, or seminar pertinent to his/her position or job description, subject to the approval of the Superintendent or designee. Such professional development funds shall be pro-rated for part-time employees.

A record of the course having been successfully completed with a grade average of "B" or "Pass" or above will be presented to the Superintendent prior to reimbursement. Prior written approval of the Superintendent is required for reimbursement under the terms of this article.

A request for reimbursement supported by appropriate documentation must be filed by an ESP prior to June 30<sup>th</sup> of the school year in which the credit was taken.

Advance disbursement to the college for approved coursework may be obtained by special written request to the Superintendent. It is understood that the District may not be able to provide advance disbursement for an approved course unless the request is submitted at least three (3) weeks prior to the start date of a course or workshop. The applicant must agree to sign a contract permitting the school district to withhold the cost of the course or workshop

from the individual's wages if the course is not completed and verified according to the above stipulations. The employee may choose to have such withholdings spread out over any number of paychecks prior to their last pay check of the year. If an employee leaves the district, any remaining withholdings shall be taken from the remainder of the person's paychecks or the person will pay the district for the remaining amount.

Any courses approved by the Superintendent for completion during the summer months will be reimbursed by September 30<sup>th</sup> provided the ESP remains employed by the District.

Pre-approved expenses actually incurred in connection with attendance at an approved meeting, workshop, or conference will be reimbursed upon submission of a certificate of attendance, and appropriate supporting documentation in the form of original detailed receipts. All documentation must be received within 60 days of the event.

If the district requires an employee to take a workshop, course or seminar to maintain certification or license, the course will be paid for by the District. This amount will be considered in addition to the staff discretionary funds available through this Article.

## ARTICLE XII

### LEAVES

**12.1 through 12.5: No changes proposed at this time.**

**12.6 OTHER LEAVE:**

The following leave does not carry over from year to year:

**12.6.1 Bereavement Leave:** Up to five (5) days of paid leave per year for each death in the employee's immediate family shall be granted upon approval of the Principal. Immediate family is defined as spouse or civil union (CU) partner, child/step-child, (including the child of a CU partner), foster child, ward, sibling/step-sibling, parent/step-parent, grandparent, grandchild, father- or mother- (or CU) in-law, and any other person domiciled with the employee.

**12.6.2 Personal Leave:** Each employee shall receive up to three (3) paid leave days per year for personal, legal, business, religious, household or family matters under the following provisions:

- a. Prior notice shall be given at least twenty-four (24) hours in advance to the Principal, except in the case of emergency, in which case notice will be given as soon as possible.
- b. Such leave shall be taken only for matters which cannot reasonably be accomplished outside of the normal work day.
- c. Personal leave days are not available for the sole purpose of vacation **or extending a regular or holiday weekend.** Personal leave will not be granted for the purpose of

extending a ~~vacation~~ **school break** or accommodating travel plans. An employee may be requested to provide information on the reason for a personal day requested for the workday immediately before or after a school ~~vacation~~ **break or a regular or holiday weekend**.

**12.7 and 12.8: No changes proposed at this time.**

### **ARTICLE XIII**

### **GRIEVANCE PROCEDURES**

**No changes proposed at this time.**

### **ARTICLE XIV**

### **REDUCTION IN FORCE AND RECALL**

**14.1 through 14.5: No changes proposed at this time.**

14.6 Employees shall be provided twenty-one (21) days calendar days advance notice of layoff or reduction of work hours.

Layoffs and reductions of work hours within the employing school district/WSSU shall occur within the following categories. The order of layoff or reductions shall be determined by Administration.

- Instructional Assistants
- Custodians
- Lead Custodians
- Maintenance
- ~~Food Services~~
- ~~Lead Cook~~
- Administrative Assistants (school-year and extended school-year)
- Administrative Assistants (full-year)

14. 6.1 It is understood that an Instructional Assistant who is employed to provide services to individual special education students (1:1 IA) shall constitute his/her own job category for layoff purposes; however, they shall be eligible for recall to any position within the Instructional Assistant job category for which they are qualified. A 1:1 IA who is notified of layoff may displace the Instructional Assistant in the bargaining unit who has the least seniority, provided that he/she is currently qualified to take over all of the duties and responsibilities of the Instructional Assistant being displaced. The 1:1 IA must give notice of his/her intent to displace the least senior Instructional Assistant within five (5) days of receipt of notice of reduction in force.

**14.7 and 14.8: No changes proposed at this time.**

**ARTICLE XV**  
**COMPENSATION**

15.1 **WAGES:**

~~During the 2016-2017 school year wage and wage increases will be fifty cents (\$.50) per hour.~~

**During the 2017-2018 school year wage will be increased by 1% over the employee wage rate for the 2016-2017 school year.**

Upon promotion to the position of lead custodian ~~or lead cook~~, that employee's wage rate will be increased to the starting wage rate for the position or by fifty cents (\$.50) per hour, whichever is greater.

Upon promotion of an employee from custodial staff to maintenance, that employee's wage rate will increase to the starting wage rate for that position or by fifty cents (\$.50) per hour, whichever is greater.

Starting wage rates will be assigned as per the following table:

<b>Starting Wage Rates</b>	<b>FY 18</b>
<del>Food Service</del>	<del>\$13.50</del>
<del>Lead Cook</del>	<del>\$14.50</del>
Maintenance	\$15.22
Custodian	\$14.72
Lead Custodian	\$15.72
AA Instructional Assistant	\$15.31
BA Instructional Assistant	\$17.13
Administrative Assistant	\$17.13

NOTE: The Superintendent may approve a hiring rate in excess of the minimum rates provided above, based on such factors as experience, education and market conditions. However, no new

employee will be placed at a rate higher than an existing employee in that category with comparable experience and credentials.

**15.2 OVERTIME:**

All employees shall be compensated at the rate of one and one half (1 ½) times their basic hourly rate for all time worked beyond forty (40) working hours in any one week.

Paid holidays as provided by the Agreement shall count as “time worked” for purposes of calculating overtime, however, no other paid leave time shall be so counted.

**15.3 VACATION:**

Regular full-time full-year employees shall be eligible for paid vacation days based on the number of years of seniority as an employee of the District/WSSU.

Employees who were employed by the District/WSSU prior to the 2013-2014 school year will continue to receive vacation accrual based on the experience granted to them at the time of hire. A part-time full-year employee will receive vacation days on a pro-rated basis, based on a 40-hour full-time work week.

Vacation days shall accumulate on a pro-rated monthly basis. See the following chart for day(s) earned per month.

0 – 9 years	10 days (.833 days per month)
10 – 14 years	15 days (1.25 days per month)
15 + years	20 days (1.66 days per month)

New employees shall accumulate vacation days on a pro-rated basis including their time on probation but cannot use them until they have completed their probationary period. No employee may use vacation days before they are earned.

Vacation days shall not be accumulated from year-to-year, except as follows: no more than five (5) vacation days may be carried over from one school year to the next school year.

The Superintendent or his/her designee retains final discretion as to the scheduling of said vacation days.

Those employees who were accruing twenty-five (25) days of vacation prior to July 1, 2011 will continue to accrue the twenty-five (25) days of vacation annually during the term of this negotiated agreement.

**15.4 HOLIDAYS:**

Employees shall be entitled to the paid holidays set forth herein unless excluded from the school calendar in which case an alternative shall be scheduled at the discretion of the District during a time when school is not in session.



15.4.1 Full-time and part-time full-year employees **and extended school year employees** shall be entitled to **eligible for** ~~thirteen (13)~~ **eleven (11)** holidays including:

New Years' Day  
Presidents' Day  
Town Meeting Day  
Memorial Day  
Fourth of July  
~~Battle of Bennington Day~~  
Labor Day  
Veterans' Day  
Thanksgiving Day  
~~Day after Thanksgiving~~  
Christmas Day  
Two (2) undesignated holidays(s)

Holidays for part-time full-year **and extended school year** employees are pro-rated based on their regularly scheduled work day.

15.4.2 **Full time** school-year employees shall be entitled to ~~ten (10)~~ **six (6)** holidays including:

New Years' Day  
~~Presidents' Day~~  
~~Town Meeting Day~~  
Memorial Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
~~Day after Thanksgiving~~  
Christmas Day

~~One additional undesignated holiday to be taken during December, February or April break.~~

**Holidays for part-time school-year employees are pro-rated based on their regularly scheduled work day.**

## 15.5 PAYMENT:

All support staff will submit time sheets in keeping with procedures outlined by the WSSU Business Office.

All wages for hourly employees will be calculated and based upon the time sheets submitted by the employee.

**ARTICLE XVI**

**SEVERABILITY**

**No changes proposed at this time.**

**ARTICLE XVII**

**COMPLETE AGREEMENT**

**No changes proposed at this time.**

**ARTICLE XVIII**

**DURATION**

The provisions of this Agreement will be effective as of July 1, 2017 unless otherwise noted in this Agreement and will continue and remain in full force until June 30, 2018. This Agreement will automatically be renewed and will continue in full force and effect for an additional period of one (1) year unless either the Board or the Association gives notice in writing to the other not later than October 15 prior to the expiration date or any anniversary thereof of a successor Agreement

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 1<sup>ST</sup> DAY OF \_\_\_\_\_, 2018.