

AGREEMENT BETWEEN

**CENTRAL VERMONT SUPERVISORY UNION, PAINE
MOUNTAIN SCHOOL DISTRICT, ECHO VALLEY
COMMUNITY SCHOOL DISTRICT**

AND THE

**CENTRAL VERMONT EDUCATION ASSOCIATION,
VT-NEA/NEA
SUPPORT STAFF UNIT**

JULY 1, 2020 THROUGH JUNE 30, 2023

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ACKNOWLEDGMENT OF ARBITRATION

The Board and the Association understand that this agreement contains an agreement to arbitrate. After signing this agreement, the Board and the Association understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the Board and the Association agree to submit any such dispute to an impartial arbitrator.

PREAMBLE

The Parties enter into this Agreement in order to effect the provisions of VSA Title 21, Chapter 22 of the Vermont Statutes Annotated, to encourage and increase effective and professional working relationships between the Boards of School Directors of the Central Vermont Supervisory Union, the Paine Mountain School District, the Echo Valley Community School District (hereinafter referred to individually and/or collectively as the “Board” or “Boards”) and its employees represented by the Central Vermont Education Association affiliated with the Vermont NEA/NEA (hereinafter referred to as the “Association”) and to enable the employees more fully to participate in and contribute to the development of policies dealing with wages, related economic conditions of employment, procedures for processing complaints and grievances relating to employment, and any mutually agreed upon matters not in conflict with the statutes and laws of the State of Vermont so that the cause of public education may best be served.

ARTICLE I **RECOGNITION**

- 1.1 The Board recognizes the Associations, for the purpose of collective bargaining pursuant to Title 21, Chapter 22, of the Vermont Statutes Annotated, as the exclusive representative of bargaining units certified by the Vermont Labor Relations Board and composed of Educational Support Personnel employed by the Boards in the following work classifications:
 - a. Paraeducators;
 - b. Paraeducator Specialists;
 - c. Maintenance and Custodial Staff (excluding Head of Maintenance for Echo Valley Community School District schools and Head of Maintenance for Paine Mountain School District schools);
 - d. Administrative Assistants and Secretaries (excluding all Administrative Assistants employed by the Supervisory Union).
 - e. Help Desk and IT Technicians employed at the Northfield Elementary, Middle and High Schools only.

- 1.2 Despite reference in this contract to the Boards or the Association as such, each reserves the right to act hereunder by committee, or through a designated representative. The Parties understand

and agree that where the term “Superintendent” is used the Superintendent may also act through a designated representative.

- 1.3 Unless otherwise indicated, the persons in the above unit will be referred to as “employees”, or “members of the bargaining unit”.
- 1.4 The Board may, in its discretion and without additional prior negotiations, contract out all or part of the food service operation currently performed by bargaining unit staff at the Northfield Schools. The Board may contract out for such services on or after June 30, 2020.

ARTICLE II **RIGHTS OF THE ASSOCIATION**

2.1 Use of Facilities and Equipment

The Association shall have the right to use such facilities and equipment as are normally located for employee use within the schools, and the right to transact business on school property, provided that such use does not interfere with normal school activities.

2.2 Communications for the Association

Subject to reasonable regulation by the School Board, the Association or its representatives shall have the right to use institutional bulletin boards, mail boxes or other communications media, and may also use school facilities at reasonable times for the purpose of meetings, all as provided by Chapter 22 of Title 21, Vermont Statutes Annotated, provided that such use shall not disrupt normal school operations.

2.3 Standing to Address Board

A representative of the Association will have standing to address the Board at any public meeting regardless of the representative’s town of residence.

2.4 Statutory Rights

The Association retains all rights granted by VSA Title 21, Chapter 22.

2.5 Seniority List, New Hire Data

By November 15th of each school year the Superintendent or designee shall provide to the Association a list of all employees in the bargaining unit. When a new bargaining unit employee is hired, the Superintendent or designee will provide that new employee's name, position and placement on the salary schedule to the Association in writing within thirty (30) days of the date of hire.

ARTICLE III
RIGHTS OF THE BOARD

Operation of Schools

It is herein agreed that except as specifically and directly modified by express language in a specific provision of this Contract, each Board retains all rights and powers that it has or may hereafter be granted by law and may exercise such powers at its discretion.

ARTICLE IV
GENERAL

4.1 Distribution of this Agreement

This Agreement will be posted on the Supervisory Union website in a secure searchable format. Each newly hired employee will receive a hard copy of this agreement.

4.2 Written Notices to the Parties

Any notice given by one party to the other under this Agreement will be hand delivered. Whenever notice to the Boards is provided for in this Agreement, such notice shall be addressed to the Chairs of the Boards of School Directors, c/o Superintendent of Schools. Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the President(s) of the Association. A signed receipt will be provided by the designated person receiving the notice. The receipt will include the date and time of delivery and the signature of the person receiving said notice.

4.3 Faculty and Staff Handbook

The administration will give all staff the opportunity to provide feedback prior to the end of the current school year for the faculty and staff handbooks to be used in the subsequent school year. The final version of the faculty and staff handbook will be posted on the Supervisory Union website in a searchable PDF format. A printed copy will be given to all newly hired employees.

4.4 Job Postings

Employees will be informed of all job openings within the bargaining unit, either through the creation of a new position or a vacancy in an existing position, which the employer intends to fill. The vacancy will be posted in an identified area in each school building within the Supervisory Union and in the central office of the Supervisory Union.

Members of the bargaining unit who apply for openings will be considered for voluntary transfer into the position, along with the application of any other individual who applies for the position. The decision of the Superintendent shall be final.

4.5 Non-Discrimination

Neither the Boards nor the Association shall interfere with, restrain, coerce or discriminate in any way against or in favor of any employee engaged in activities protected by Title 21 VSA, Chapter 22. Further, the Boards and the Association agree that there will be no discrimination in the application of the Agreement on the basis of race, color, religion, national origin, age, gender, sexual orientation, gender identity, ancestry, place of birth, marital status, or any qualified person with a disability, or any other category protected by law.

ARTICLE V **NEGOTIATIONS**

5.1 Intent to Negotiate

Not later than October 15th of the school year in which this Agreement expires, the Boards agree to enter into negotiations with the Association over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement pursuant to VSA Title 21, Chapter 22.

5.2 Initial Meeting

At the initial meeting, the negotiating teams will discuss the procedural ground rules to be followed during subsequent negotiating meetings.

5.3 Relevant Data and Outside Consultants

When available, prior to and during negotiations, the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals. Either party may, if it so desires, utilize the services of outside consultants or may call upon professional and lay representatives to assist in negotiations.

5.4 Good Faith

Negotiations shall take place in good faith in order to reach agreement upon the successor Contract.

5.6 Ratification

Changes to this agreement agreed to by the parties will be reduced to writing and submitted to ratification by the Boards and the Association.

5.7 Subjects of Negotiations

This Agreement incorporates the entire understanding of the parties on all matters which

were the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matters whether or not covered by this Agreement. However, by mutual written agreement of both parties, negotiations may be reopened on any specific section of this Agreement.

5.8 Exclusivity

The Board agrees not to negotiate or otherwise deal with any organization other than the Association identified in the Preamble of this Agreement except as permitted by law.

ARTICLE VI
RIGHTS OF THE EMPLOYEE

- 6.1 The Boards and Association agree that each employee shall have the right to or not to join, assist, or participate in any employee's organization of the employee's choosing. It is further agreed that neither the Boards nor the Association, nor any employee of the Board serving in any capacity, nor any officer or representative of the Association, shall interfere with, restrain, coerce, or discriminate in any way against or for any employee engaged in activities protected by VSA Title 21, Chapter 22 with respect to salary, economic conditions of employment, or professional employment by reason of the employee's membership or non-membership in the Association and its affiliates, nor for participation in any of the lawful activities of the Association.
- 6.2 The Board agrees to payroll deduction of Association dues in amounts to be determined by the Association when authorized in writing by an employee on forms mutually agreed to by the parties. The form shall have the authorized signature of the employee, the amount to be deducted from the employee's salary, and the date of authorization. The Board shall deduct the appropriate amount of dues from the salary of any new Association member beginning with the first pay period after the date of the authorized dues check-off form. Once submitted, such authorization shall remain operative until rescinded in writing by the employee.
- 6.3 An employee may submit relevant information to the Superintendent for inclusion in the employee's personnel file. The Superintendent will inform the employee in the event the material submitted is not placed in the employee's file, and will provide the reasons therefore.
- 6.4 No material derogatory to an employee's conduct, services, character, or personality will be placed in the employee's personnel file unless the employee has had an opportunity to review such material. The employee will acknowledge that the employee has had a chance to review such material by affixing a signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and the employee's answer will be reviewed by the Superintendent or the Superintendent's designee and attached to the file copy.

6.5 Employee review of Personnel File

An Employee shall have the right, during regular office hours and under reasonable procedures as established by the Superintendent, to periodically review the Employee's personnel file exclusive of personal references, within three (3) school days of the Employee's request. Upon such review, an Employee may receive a single copy of any document contained therein not previously provided to the Employee, exclusive of personal references. Materials may be removed by mutual agreement between the Employee and the Superintendent, but the final decision to remove shall be at the discretion of the Superintendent.

- 6.6 Any complaint regarding an Employee's performance or conduct which is made to any member of the administration by any parent, student or other person and which is used in any manner in evaluating or disciplining an Employee and/or which is placed in the Employee's personnel file will be promptly investigated and called to the attention of the employee prior to any disciplinary action(s) being taken by the administration and/or the Boards. In the event that a complaint brought against an employee requires the Superintendent or designee to conduct an investigation the employee may be placed on paid administrative leave. If disciplinary action is contemplated, the Employee will be given a detailed description of the source and the nature of the complaint and have an opportunity to respond to and/or rebut such complaint, and shall be afforded due process.

If the complaint is made by or on behalf of a student, the Superintendent may withhold identifying information. In such situation there shall be no reference to any such complaint in the employee's personnel file, nor can the complaint serve as the basis of disciplinary action against the employee, except as follows: If the Superintendent decides to withhold identifying information of a student complaint the Superintendent may investigate and, if corroborating information is obtained to support the student's complaint, the separately obtained corroborating information may be placed in the employee's personnel file and or be the basis for discipline. No reprisal of any kind will be taken by the employee, the Association or any other person against any complainant, witness, administrator, or any other individual involved in this process.

- 6.7 A. Whenever an employee is required to appear before the Principal, Superintendent or the School Boards concerning any formal charge, the employee will be given prior written notice of the reason(s) for such meeting or interview and shall be entitled to have a representative from the Association present to provide advice and representation during such meeting or interview.

B. If during a conference with the Principal, the Superintendent, or Boards, an Employee feels that the matter(s) under discussion could adversely affect the Employee regarding the Employee's position, the Employee's conditions of employment, and/or disciplinary measures, the Employee shall be entitled to a break, upon the Employee's request, in order to see a representative of the Association or its affiliates to advise and represent the Employee at the conference.

- 6.8 Any employee may refuse, without prejudice, to use his or her personal vehicle for transporting people, unless such transportation is a condition of employment for the position at

the time the contract is signed. The Association shall be notified of any positions which require such transportation. No Employee shall use their personal vehicle to transport a student or students at any time absent written consent from the parent(s) or guardian(s) of the student(s) and prior permission of the Superintendent. No Employee will be asked to transport a single student in their personal vehicle unless there is another staff member present, or unless an audio/visual recording device is installed in the school vehicle and the period of transport is recorded in its entirety. No Employee will transport more than six people including themselves in a school vehicle at any time.

6.9 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.

6.10 Administration of Medicine; Delegation of Protocol Requirements

No employee will be required to administer medications to any student. No employee will administer medication to a student without the knowledge of the administration and the written consent of the student's parent or guardian. An employee shall not administer medication without having completed the appropriate training for delegation protocols offered by a member of the Nursing Department.

Should an employee voluntarily agree to administer medication to a student at the request of the administration, the District or Supervisory Union will indemnify the Employee providing that service. Nothing herein is intended to alter or negate the obligation of school personnel to render assistance to students in an emergency situation which presents a danger of death or serious injury to the student.

6.11 An Employee's performance in the Employee's contracted assignment will not be evaluated on the basis of the Employee's work in a co-curricular assignment.

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 a licensed administrator. Each employee will be evaluated in accordance with procedures established by the Superintendent or designee, on a periodic basis but at least once over a two-year period.

Evaluations will be based on an employee's job responsibilities as designated by the employer and outlined in the job description. Immediate supervisors who work with an employee in the bargaining unit who is not a Paraeducator will have the opportunity to provide input prior to the finalization of any formal evaluation. Immediate supervisors and/or teachers who regularly work with a Paraeducator will have the opportunity to provide input prior to the finalization of any formal evaluation.

Informal Evaluations may be performed at any time at the discretion of the Superintendent.

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

- 7.3 Each employee will be provided a copy of any evaluation report 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. The employee's signature is an acknowledgment of receipt only. In the event an employee refuses to sign an evaluation report or other personnel document the administrator may place the document in the employee's personnel file with a written notation that the employee refused to sign it.

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. An informal evaluation will detail areas of strength and weakness with an employee's performance and will offer specific suggestions for improvement.
- 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. 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.
 - d. A probationary period may be extended for an additional period of time, not to exceed sixty (60) days, at the sole discretion of the Superintendent or designee. Notice of extension of probation shall be provided to an employee in writing including areas of expected improvement.
- 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 the employee's initial probation period or any agreed upon extension thereof for just and sufficient cause.

ARTICLE VIII
SCHOOL YEAR

- 8.1 The statewide calendar or regional calendar adjustment will be posted on the Supervisory Union website following approval by the State Board of Education (16 VSA Section 1071).
- 8.2 In-service programs will be planned in advance by the Administration. Support staff will be given a minimum of fifteen (15) school days notification of required in-service events, except for those indicated as mandatory for one or more classifications of Support Staff on the school calendar.
- 8.3 Full time school year employees will be paid at least 180 days per school year, provided the employee remains employed for the entire school year.

ARTICLE IX
DEFINITIONS FOR EDUCATIONAL SUPPORT PERSONNEL

- 9.1 The words and phrases used in this Agreement shall be defined as set forth in this Article unless otherwise noted in this Agreement.
- 9.2 Full-Year Employees (Full and Part Time)
- Employees contracted to work forty (40) hours per week, twelve (12) months per year shall be regular full-time, full-year employees. A twelve-month employee who works at least twenty (20) but less than forty (40) hours per week shall be considered a part-time full-year employee.
- 9.3 School Year Employees (Full and Part Time)
- Employees who are contracted to work only during the school year shall be regular school-year employees. Employees who are contracted to work at least thirty-five (35) hours per week shall be full-time school-year employees. Employees who are contracted to work at least twenty (20), but less than thirty-five (35) hours per week shall be part-time school-year employees.

9.4 Extended School Year Employees (Full and Part Time)

Employees who are contracted to work at least two hundred (200) but less than two hundred sixty (260) days per year are extended school-year employees. Employees who are contracted to work forty (40) hours per week shall be full-time extended school-year employees. Employees who are contracted to work at least twenty (20), but less than forty (40) hours per week shall be part-time extended school-year employees.

ARTICLE X **CONDITIONS OF EMPLOYMENT**

10.1 Job Descriptions

Specific job descriptions for each position identified within the bargaining unit shall be developed by the Board, or its designee.

10.2 Each employee shall be provided with a copy of the employee's job description and evaluation procedures relative to the position at the time of employment. Employee job descriptions will be kept current and reasonable notice shall be given before there is any significant change to a job description. If specific duties are altered or changed during the course of the school year, a new job description and evaluations procedures and forms relative to the position shall be in place and issued to the individual(s) within thirty (30) days.

10.3 Employees who are or may be required to lift or carry any objects which weigh in excess of fifty (50) pounds as a regular and routine part of their employment shall be so notified upon hire and shall receive appropriate training. Further, no employee shall lift any student without assistance and training.

10.4 No Paraeducator shall be required to supervise other members of the staff. Educational support staff personnel may be required to substitute in the absence of a classroom or special education teacher. Any employee who substitutes for a teacher at the request of their supervisor or designee will be paid an additional seven dollars (\$7.00) per hour (or per class/period if the class/period is less than one hour) for that portion of the day the employee serves as a substitute.

In the event a paraeducator substitutes, the paraeducator will not be formally evaluated on performance in the paraeducator role during the day of the substitution.

10.5 Hours

Unless otherwise designated by the Board by means of the individual contract, the standard paid work day for each full-time full-year and full-time extended school-year employee shall be eight (8) hours. Unless otherwise designated by the Board by means of the individual contract the standard paid work day for each full-time school-year employee shall be seven (7) hours. In addition, each full-time full-year, full-time extended school-year, and full-time school-year

employee shall be required to take an unpaid duty-free lunch period of one half (1/2) hour duration, to be scheduled at the discretion of the Administration.

The number of hours in the work day for full-year, school-year or extended school-year employees shall be determined by the Administration annually and included on the employee's individual contract.

10.6 Work Break

All employees shall be entitled to one (1) fifteen (15) minute paid work break per contracted work day. Each full-time full year or extended school-year employee will receive an additional 15-minute duty free break except in cases where an emergency exists. All breaks will be scheduled at the discretion of the administration.

10.7 Tests Or Medical Physicals

Any tests, medical physicals or shots/vaccinations required by the Administration to protect the health, safety and/or well-being of the employee, such as Hepatitis B, will be paid for by the Board to the extent the procedure is not covered by the employee's insurance.

The Superintendent has the discretion to require an employee to submit to a fitness for duty examination by an appropriate health professional. The employer shall be responsible for the payment of all costs of the examination not covered by health insurance. Employees shall be compensated at their regular wage rate for time spent at a fitness for duty examination at the direction of the employer, including reasonable travel time; employees shall also be reimbursed for mileage.

10.8 Late Openings or Early Closings

If school is delayed, staff will report at their regular time or as soon as conditions allow. If school is closed early due to inclement weather or other crises that disrupt the normal operations of the school day, employees will remain until their duties are finished or until the employee is released by an appropriate administrator. In either case, employees shall be paid for their regularly scheduled hours, or for the hours actually worked, whichever is greater.

If students are released before the end of the instructional day in response to District activities such as in-service programs, parent-teacher conferences or any other non-emergency situations, staff may be required to work or to attend the in-service or such other activity as directed by the Administration, and in that event will be paid for the Employee's regularly scheduled hours. An employee may request to be released from work at the time the students are released, and if such request is granted the employee will be paid only for the time actually worked.

10.9 Custodial And Maintenance Uniforms

The district shall provide each full-time, full-year member of the custodial and maintenance staff who has satisfactorily completed the probationary period up to \$150 per school year toward the purchase of VOSHA/OSHA approved work shoes/boots, and up to \$150 per school year toward the purchase of work clothes.

To be reimbursable itemized receipts must be submitted to the business office within thirty (30) calendar days of purchase.

10.10 Effective July 1, 2021, the following Paraeducator positions will be filled based on the needs of the schools or school districts. Individuals with the requisite training and experience will be considered for these positions.

- Paraeducator Literacy Specialist
- Paraeducator Math Specialist
- Paraeducator Student Support Specialist
- Speech-Language Pathology Specialist

Appointments to the above positions shall normally be made on a school year basis. However, the Administration may open such positions for recruitment during the school year based on student needs. The Administration retains discretion to determine whether any such assignment will be continued in any subsequent contract year based on student needs. In the event an assignment as a Paraeducator Literacy Specialist, Paraeducator Math Specialist, Paraeducator Student Support Specialist or Speech-Language Pathology Specialist is not continued in a subsequent school year the employee's status and rights as a paraeducator will continue to be determined by the provisions of this Master Agreement.

For the 2021-2022 school year, employees who meet the qualifications and are appointed to serve in one of the above assignments shall receive \$6.50 per hour in addition to their regular wages as determined by placement on the Step schedule. For the 2022-2023 school year, the additional pay shall be \$7.00 per hour.

It is contemplated that the assignment will normally be full time, with all paid hours subject to the additional \$6.50 or \$7.00 per hour payment. However, nothing herein shall be deemed to prevent the Administration from appointing an employee to one of the above assignments for a portion of the employee's workday, in which case the employee will receive the \$6.50 or \$7.00 per hour during that part of the day in which the employee performs the duties of a Paraeducator Literacy Specialist, Paraeducator Math Specialist, Paraeducator Student Support Specialist or Speech-Language Pathology Specialist shall receive their regular wage during the remaining portion their workday.

Paraeducator Specialists will be scheduled for a minimum of 30 continuous minutes of planning and preparation time daily for preparing intervention plans, collaborating with other employees, and directly related follow up activities. Planning time will be compensated at the same rate of an additional \$6.50 or \$7.00 per hour.

10.11 Preparation Time

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 Paraeducator's lunch period.

10.12 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 are required in all cases to be accompanied by another adult to assist with said duties or to serve as a witness to the performance of said duties.

No employee is allowed to lift students without assistance and training.

10.13 Salary Adjustment

Without exception, a Paraeducator anticipating a change in salary status for the ensuing school year will notify the Superintendent in writing on or before November 1st of the school year preceding the contemplated change on a form distributed by the Administration. Any adjustment in a paraeducator'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 31st where summer course work is involved, and at no other time during the year.

10.14 Call-In

The Superintendent or the Director of Facilities and Transportation, or their designees, 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
COMPENSATION

11.1 Wages

A. Wage Increases and Wage Schedules 2020 - 2023

Effective July 1, 2020, the wage schedules for the 2020-2021 school year and beyond and their application are set forth in Appendices A-1, A-2, and A-3.

For the 2020-2021 school year, the 2019-2020 Wage Schedule shall be amended to eliminate the columns for Food Service and Lead Cook.

All Employees eligible for a step increase will advance one step for the 2020-2021 school year. Following placement, the step values of the 2019-2020 wage schedule shall be adjusted upwards in all columns to provide for total “new money” 3.5% for the bargaining unit.

All Employees eligible for a step increase will advance one step for the 2021-2022 school year. Following placement, the step values of the 2020-2021 wage schedule shall be adjusted upwards in all columns to provide for total “new money” 3.5% for the bargaining unit.

All Employees eligible for a step increase will advance one step for the 2022-2023 school year. Following placement, the step values of the 2021-2022 wage schedule shall be adjusted upwards in all columns to provide for total “new money” 3.5% for the bargaining unit.

- B. 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.

11.2 Overtime

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

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

11.3 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 and/or Supervisory Union.

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 and/or Supervisory Union.

A part-time full-year employee will accrue vacation days on a pro-rated basis, based on a 40-hour full-time work week.

Vacation days shall accrue on a pro-rated monthly basis.

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

New employees shall accrue 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 designee retains final discretion as to the scheduling of 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.

11.4 Holidays

School year employees shall receive their regular daily wages for the paid holidays set forth herein. If an employee is required to work on a holiday the employee shall be paid at the employee's regular rate and shall receive an alternate day to be scheduled at the discretion of the Superintendent before the end of the school year.

A. Full-time and part-time full-year employees shall be eligible for ten (10) paid holidays, as follows:

Independence Day	Christmas Day
Labor Day	Day After Christmas
Veterans' Day	New Year's Day
Thanksgiving Day	Town Meeting Day
Day After Thanksgiving	Memorial Day

- B. Full-time and part-time school-year and extended school year employees shall be eligible for six (6) paid holidays, as follows:

- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- New Year's Day
- Memorial Day

- C. Holidays for part-time full-year, school-year and extended school year employees are pro-rated based on their regularly scheduled work day.
- D. Full-time full-year employees who are on vacation leave during a period of time that includes a holiday shall receive holiday pay for that day and shall not be charged a vacation day.
- E. Full-time extended school-year employees shall receive their regular daily wages for the paid holidays set forth in 11.4 A. provided the holiday falls within their contracted schedule.

11.5 Payment

All support staff will submit time sheets in keeping with procedures established by the Supervisory Union Business Office. All wages for hourly employees will be calculated and based upon the time sheets submitted by the employee.

ARTICLE XII **BENEFITS**

12.1 VEHI Status; State of Vermont Negotiated Plan

- A. VEHI; Statewide Mandatory Health Insurance

During the life of this Agreement the Board will make a good faith effort to maintain current status in VEHI. However, at such time as any or all of the group health plans specified herein become unavailable due to health reform initiatives or mandates from either the federal or state (Vermont) government, the plans mandated by law shall supersede the terms of this Agreement.

- B. Reopening Negotiations on Health Insurance

Should a policy become available with an alternate insurer, providing equal or improved benefits or a reduced premium cost, the School Districts and Supervisory Union reserve the right to reopen negotiations with the Association on the subject of health insurance.

C. Effective July 1, 2021, pursuant to 16 V.S.A. Chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangements and health savings accounts, shall be governed by the written agreement incorporating the terms of the statewide health insurance bargaining found in Appendix B of this Master Agreement.

12.2 Insurance

A. During the period July 1, 2020, through December 31, 2020, the Board will provide the following health insurance benefits for each eligible school-year, full-year, or extended school-year employee.

1. Full time full year and full time extended school year employees are eligible for single, two person, parent/child or family coverage under the group health plan offered under the terms of this Article. Grandfathered full time school year employees shall be eligible to continue their current or lesser levels of subsidized dependent health insurance coverage under the terms of this Article. The Board shall contribute the amount of money specified in sub-section 11.2 D of this article to the cost of a full time full year, full time extended school year or grandfathered full time school year employee's participation in the group health plan. The Board's contribution to the cost of a part time full year, part time extended school year or part time grandfathered school year employee's participation in the group health plan for shall be prorated based on the employee's FTE.
2. For the purpose of this Article the term "grandfathered school year employee" means a full or part time school year employee who was eligible for and had enrolled their dependent(s) in the employer subsidized health insurance coverage provided under the terms of the former WSSU Support Staff Agreement as of the beginning of the 2019-2020 school year. Grandfathered school year employees are eligible to continue to receive the same level of dependent coverage (i.e., two person, parent/child or family) in which they currently participate under the group health plans offered under the terms of this Agreement, and the Board shall contribute the amount of money specified in sub-section 12.2D of this article to the cost of a grandfathered school year employee's participation in the group health plan so long as the employee continues the same or lesser level of dependent coverage. Grandfathered school year employee status shall cease and shall not resume if an employee discontinues dependent coverage or breaks service with the employer. A grandfathered school year employee who changes from one level of dependent coverage to a less expensive level (i.e., from family plan to two person, or from two person to parent-children) shall be eligible to continue dependent coverage at the less expensive level, but shall not be eligible to resume their former level of coverage.
3. Full time school year employees, other than grandfathered school year employees, are eligible for single coverage only under the group health plan offered under the terms of this Agreement. The Board shall contribute the amount of money specified in sub-section 12.2 E of this article for single coverage to the cost of a full time school year employee's participation in the group health plan. The Board's contribution to the cost of a part time

school year employee's participation in the group health plan shall be prorated based on the employee's FTE.

4. During the period July 1, 2020, through December 31, 2020, the Board will contribute an amount of money toward the cost of the health insurance premium for each full-time full year, full time extended school year or full time grandfathered school year 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 full year or full time extended school year employee's health insurance premium will be equal to eighty-five percent (85%) of the premium costs for the coverage selected under 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. An 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 and coverage selected. The Board contribution to the cost of premium for the plan selected will be prorated for part-time full year, part time extended school year and part time grandfathered school year employees who are eligible to participate in the group health insurance plan.

5. Full-Time School Year Employees Eligible for Single Coverage Only

For the period of July 1, 2020, to December 31, 2020, the Boards will contribute an amount of money toward the cost of health insurance premium for each full-time school year employee participating in one of the group health insurance plans offered by the District through VEHI. The Board's contribution to the cost of a full-time school year employee's health insurance premium will not exceed eighty-five percent (85%) of the premium cost of the VEHI Gold CDHP Plan for single coverage. A full-time school year 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 single coverage under the Plan selected by the employee and the amount contributed by the Board. A full time school year employee selecting coverage under a less expensive Plan offered by VEHI may apply the Board's premium contribution to the cost of single coverage under the Plan selected in an amount up to but not to exceed the full cost of the annual single coverage premium for the Plan selected.

Each full-time school year employee shall have the option to purchase 2-person, parent/children or family coverage. In the event a full time school year employee eligible for coverage under this Section A.5 elects dependent coverage, the Board will contribute an additional fifteen hundred dollars (\$1,500) to the cost of the employee's health insurance premium. The employee will be responsible for paying the difference between the Board contribution and the full premium cost for the additional coverage selected. The Board contribution to the cost of premium for the plan selected will be prorated for part-time school year employees who are eligible to participate in the group health insurance plan.

6. In addition to the premium contributions referenced above, during calendar year 2020 the Board will establish and maintain Health Reimbursement Arrangements (HRA) for eligible employees who select coverage under any of the Plans offered by VEHI. Employees and the Board will share responsibility for the payment of deductibles, co-payments and/or co-insurance required under each Plan offered by VEHI as follows:

- a. HRA Funding Levels for Full-Time Full Year, Full Time Extended School Year and Full Time Grandfathered School Year Employees

Gold CDHP Plan: Maximum out of pocket (OOP) costs of \$2,500 single coverage, \$5,000 other coverage. Employees are responsible for the first OOP costs required under the level of coverage selected, as follows: single coverage = \$350; two person, parent/child or family coverage = \$700. The Board will fund the remaining 'last dollar' of annual OOP costs of \$2,150 (single coverage) or \$4,300 (two person, parent/child or family coverage) through a HRA.

The Board will contribute the same 'last dollar' OOP amounts to an HRA for the Platinum, Gold or Silver CDHP Plan as it contributes toward the HRA for the Gold CDHP Plan, i.e., \$2,150 (single coverage) or \$4,300 (two person, parent/child or family coverage). Employees are responsible for the first dollar OOP costs for the Plan selected until such time as the Board's obligation to pay last dollar OOP costs begins.

- b. HRA Funding Levels for Full-time School Year Employees

Gold CDHP Plan: Maximum out of pocket (OOP) costs of \$2,500 single coverage, \$5,000 other coverage. Employees are responsible for the first \$350 of OOP costs required under the level of coverage selected. The Board will fund the next \$2,150 of annual OOP costs incurred. Employees will be responsible for any additional OOP costs that incurred.

- B. Effective January 1, 2022 the Board's contribution to the cost of a full-time full year, school year or extended school year employee's health insurance premium will not exceed eighty-three percent (83%) of the premium cost of the VEHI Gold CDHP Plan for the coverage selected.
- C. Payments for eligible OOP charges incurred will be made automatically to the Provider to the extent possible. The District shall issue debit cards which may be used to pay for OOP prescription drug costs consistent with the administrative procedures and capabilities of the HRA administrator. The Parties understand and agree that the use of debit cards and automatic payment options may only be available in cases where the employee has established a Flexible Spending Account (FSA) under the Supervisory Union Flexible Benefits Plan from which payment for the employee's share of OOP payments can be made.
- D. Employees are encouraged to establish a Flexible Spending Account (FSA) under the Supervisory Union's Flexible Benefits Plan from which payment for the employee's share

of OOP payments can be made. The Supervisory Union Flexible Benefits Plan document will allow employees to roll over funds in the employee's FSA from one calendar year to the next to the extent allowed by law.

- E. Unspent funds in the HRA will not rollover or accumulate at the end of a calendar year, but will revert to the Board, subject to a ninety (90) day run-out period.
- F. 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, co-payment or co-insurance expenses required by the Plan selected.
- G. The District's contribution toward premium costs will be prorated for part time employees who are eligible to join the group health insurance plan.
- H. 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 District.
- I. If an employee's spouse is employed in the Supervisory Union or a member school district only one of the employees will be eligible for insurance coverage and the other is eligible for coverage as a dependent.

J. Section 125 Plan

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

- K. There will be no pro-ration of the Board's contribution toward the HRA for employees who either become employed or who become eligible for insurance after January 31 of any Plan year. All employees who participate in the group health insurance plan will receive the applicable HRA contribution for the level of coverage selected regardless of FTE.

12.3 Newly Hired Employees

Insurance coverage for newly hired employees will begin in September, or at the beginning of the first full month of employment if hired after September, provided all necessary forms and applications shall be submitted to the Office of the Superintendent by the 15th of the month prior to the first full month of employment. Such forms and applications will be sent by the Superintendent, or designee, to said employees when the individual employment contract is sent.

So long as permitted by the District's insurance carrier, an Employee new to the District(s) or Supervisory Union and transferring from another insurance group who is not starting work until the start of the school year may elect to receive health insurance coverage for the month(s) of July and/or August, at their own expense, provided all necessary forms and applications are submitted by the 15th day of the month preceding the effective date of coverage. Such forms and

applications will be sent by the Boards, or its designee, to each Employee when the Employee's individual employment contract is offered.

Under no condition will the Board pay its share of any group insurance program contribution directly to the employee.

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 Board and shall be returned with the employee's signed contract.

12.4 Group Term Life Insurance

The Board will pay one hundred percent (100%) of the premium cost for group term life insurance policy including AD&D in the amount of 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.

12.5 Dental Insurance

- A. The School Districts or Supervisory Union will pay the full premium cost for single coverage in VEHI Delta Dental, Plan 1, coverage A, B, C, D.
- B. 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.

12.6 Prorated Premiums – Part Time Employees

The employer's contribution toward premium costs for group health and dental insurance will be prorated for part-time employees who are eligible and elect to participate in the group health or dental insurance plans offered hereunder. Pro-ration shall be in relation to the employee's FTE.

12.7 Long Term Group Disability Insurance

The District shall provide Group Long-Term Disability Insurance 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. Employees who are employed for greater than seventeen and one-half (17.5) hours per week on a regular basis are eligible for membership in this plan.

12.8 Reimbursement Of Courses

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 prorated for part-time employees.

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.

The Employer may require an employee to participate in training during the employee's regular work hours. If the District requires an employee to take a workshop, course or seminar the Employer will pay the cost of the training.

If, as of September 1, 2019, an Educational Support Personnel is already enrolled in an approved college degree track program the Board will pre-pay or reimburse the ESP 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.

Reimbursement is contingent on successful completion of the course or workshop; successful completion of an approved course is defined as a grade of B- (B minus) or "P" if the course is a Pass/Fail course.

12.9 Liability and Worker's Compensation Insurance

The Boards will provide such liability and Worker's Compensation Insurance as may be required by the laws of the State of Vermont.

ARTICLE XIII **LEAVES**

13.1 Sick Leave

Each Employee shall receive up to fifteen (15) paid days of leave for personal sickness or a disabling injury of the employee or a member of the employee's immediate family. The Boards agree to permit the accumulation of ninety (90) days leave. For the purpose of use of sick leave the term "immediate family" shall mean spouse or civil union partner, child, stepchild or ward who lives with the employee, foster child, parent, spouse, or parent of the employee's spouse.

Upon request, each employee shall be notified annually of the employee's available number of sick leave days.

All leave days shall be pro-rated for part-time staff.

Leave for medical appointments may be taken in hourly increments with the prior permission of the Superintendent or designee.

Under no circumstances shall an employee use a sick leave day in order to work at a job or position for which the employee is in any way compensated.

When three (3) consecutive sick leave days are used, or in any instance in which the Superintendent has reason to believe that the use of leave has not been for a bona-fide reason, the Superintendent reserves the right to require an employee to provide medical certification of illness.

The Superintendent may require an employee to submit to an independent medical review to determine eligibility for continued use of sick leave, fitness for duty or fitness to return to work following a serious illness or injury. In that event the cost of the medical review will be paid by the District or Supervisory Union.

An employee who is or may be disabled shall apply for coverage under the LTD Plan. An employee may not use more sick leave than is necessary to meet the elimination period of the LTD Plan. If an employee is determined to be ineligible for LTD, the employee may continue to use accrued sick leave while the disabling condition continues.

13.2 FMLA

All employees who meet the eligibility requirements established by statute shall receive the benefits granted under the Federal Family Medical Leave Act (FMLA) or the Vermont Parental and Family Leave Act (VPFLA).

An employee on approved leave under the FMLA who has more than 6 weeks accrued leave may use such accrued leave to cover absence due to the employee's continuing illness or injury.

13.3 Parental Leave

Employees who meet the eligibility requirements established by either the FMLA or the VPFLA shall be eligible for leave for up to twelve (12) weeks, unpaid, during any twelve (12) month period:

- a. during the employee's pregnancy, or following the birth of a child, or
- b. following the placement of a child with the employee for adoption or foster care.

During the parental leave an employee may use up to six (6) weeks of accrued leave. If an employee remains disabled after six weeks the employee may continue to use accrued sick leave to cover the absence.

The Superintendent may authorize the use of other paid leave during any period of Family or Parental leave taken under Sections 13.2 or 13.3.

13.4 Other Leave

The following leave is non-cumulative and does not carry over from year to year:

A. Bereavement Leave

Bereavement leave shall be granted, upon request, for up to five (5) paid days in the event of the death in an Employee's immediate family or member of the household. Bereavement leave for persons other than immediate family or members of the household may be granted at the discretion of the Superintendent. The Superintendent may also allow an employee to use sick leave or take leave without pay in appropriate circumstances.

For the purpose of use of bereavement leave the term "immediate family" shall mean spouse or civil union partner, child or grand child, stepchild, ward or foster child, brother, sister, parent or parent of the employee's spouse.

B. Personal Leave

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

1. 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.
2. Such leave shall be taken only for matters which cannot reasonably be accomplished outside of the normal work day.

Personal leave shall not be used solely to extend a weekend, school recess period or school holiday and is not to be used for social affairs, pleasure trips or recreation. Should an Employee require a personal day on a date that falls immediately before or after a weekend, school recess or school holiday, or the request is for consecutive leave days, the Employee will submit a written request to the Superintendent for approval along with the reason for requesting the leave.

Notwithstanding any other provision of this section, unused personal leave days shall convert to sick leave days, up to the maximum accrual amount, at the end of the contract year.

13.5 Jury Duty

Employees called to Jury Duty will be paid their daily pay for the length of service required by the judiciary. All monies from the court are turned over to the Board.

13.6 Unpaid Leave Of Absence

An employee shall not be absent without leave without the prior authorization of the Superintendent.

An employee who has served in a school in the School District or Supervisory Union for two (2) or more years may be granted in writing, at the discretion of the Superintendent, an unpaid leave of absence not to exceed one (1) school year duration. An employee's seniority shall not be broken by time spent on an authorized leave of absence but the employee does not accrue additional seniority during the one year leave of absence. An employee who is absent on an authorized leave of absence for an entire school year or more shall not be eligible for advancement on the salary schedule. Upon termination of the leave, the employee will be restored to the employee's former position or to a substantially similar position, subject to the provisions of the Reduction in Force Article. An employee on leave of absence may continue to participate in the group medical insurance plan at the employee's own expense and subject to the regulations of the insurance carrier.

The decision of the Superintendent shall be final and not subject to the grievance procedure provided for in Article XIV of this agreement.

13.7 Military Leave

Any employee inducted into the military service while employed by one of the districts or the SU covered by this Agreement will be guaranteed an appropriate position upon the employee's return to employment following the end of the employee's military obligation. The employee's placement on the wage scale will be advanced by the number of years the employee was absent for service in the military.

13.8 Donation of Sick Leave

Any employee in the bargaining unit may donate accrued sick leave days for the benefit of any other bargaining unit employee who has exhausted all his/her accrued paid leave and who is unable to work due to a serious medical condition.

Any employee either donating or receiving sick leave days under this provision must initiate this process, in writing, to the Superintendent according to the following provisions:

No person may receive more than thirty (30) additional sick leave days per school year. The recipient must have exhausted all accrued paid leave days. An employee may not receive donated sick leave days unless the employee's continued absence is due to a serious medical condition.

The recipient must provide a doctor's certification of medical necessity. At the option of the Superintendent a second opinion may be required.

There shall be no donation of additional sick leave days for elective medical procedures. The donor may not deplete his/her leave days below ten (10) days. An employee who is receiving benefits or may be eligible to receive benefits under the long-term disability program is not eligible to receive donated days.

13.9 Workers' Compensation Option

An employee who is absent because of a work-connected disease or injury may elect either of the following options by advising the Superintendent in writing within a reasonable time:

Option 1: Utilize the number of sick leave days he/she has accumulated and assign his/her Workers' Compensation checks to the school district, or,

Option 2: Accept his/her checks from Workers' Compensation insurance for the period of time eligible and not use his/her accumulated sick leave.

In no case will an employee be eligible to receive his/her salary in addition to receiving Workers' Compensation benefits.

13.10 Grandfathering

Employees with accrued, unused sick leave balances under the contracts with Washington South Supervisory Union and Orange North Supervisory Union and who become employees of the Central Vermont Supervisory Union and its School Districts as of July 1, 2018 shall be entitled to carry over all of the paid sick leave balances accrued and unused from the prior contracts.

ARTICLE XIV **GRIEVANCE PROCEDURES**

14.1 Definitions

A "grievance" is a claim by an employee or the Association that there has been a violation of the express written terms of this Agreement. Under no circumstances shall any matter which is not a part of this Agreement be subject to arbitration. Under no circumstances shall any matter which is not a part of this contract or not a part of written Board Policies be considered a valid cause of grievance.

A "grievant" shall be the person(s) or the Association instituting a grievance at its initial Stage or step under the provisions of this Article.

For the purpose of this Article the term "days" means scheduled student days, except that when a grievance is submitted on or after June 1st and prior to the first scheduled student day of the next school year the term "days" means week days (M-F) excluding legal holidays as defined in 1 VSA Chapter 7. If the grievant, or the person to whom the grievance has been submitted, is certified by a doctor to be physically or mentally incapacitated, the time limits will be so

adjusted by the number of days that the grievant or the person to whom the grievance has been submitted is incapacitated. No grievance shall be given consideration unless it is filed at Step 1 of this procedure within twenty (20) days of knowledge of the occurrence which gave rise to the grievance. Time periods specified in this Article may be extended by mutual agreement, in writing, between the grievant and the Superintendent.

14.2 Mutual Cooperation

The Board, the administration and the Association will cooperate with each other in the investigation of any Grievance, and will furnish each other with such relevant information as is requested for the processing of any Grievance. No Grievance shall be processed during the assigned working hours without the consent of the Superintendent.

14.3 Right to Representation

The grievant shall, at all steps in the grievance procedure herein provided for, be entitled to be represented by a representative(s) of the Association or by such other representative(s) as the grievant may choose, or to appear with the assistance of such representative(s), except that at no time shall the grievant be represented by an administrative official of the school district. No employee shall be required to discuss any grievance if the Association representative is not present.

14.4 Right to Withdrawal of Grievance

A Grievance shall at all times and throughout all steps of the procedure remain the exclusive property of the Grievant, who shall retain the right to withdraw the Grievance at any time or at any step of the Grievance procedure. A Grievance may be withdrawn at any level without establishing precedent.

14.5 Acknowledgement of Arbitration

In accordance with 12 V.S.A. Section 5652(b), the Boards and the Association understand that this Agreement contains an agreement to arbitrate Grievances. After signing this Agreement, the Boards and the Association understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration Agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in Article XIV.

14.6 Procedural Requirements

No Grievance shall be entertained except in accordance with the procedures specified in this contract. Failure by the Grievant to adhere to these procedures within the specified time periods shall render the Grievance null and void. Failure of the appropriate administrative body to render a decision within the specified time periods shall

automatically move the Grievance to the next step in the procedure. Any Grievance shall be submitted in writing, shall include a statement of the problem being grieved, shall refer to the specific sections of the contract or Board Policies alleged to have been violated, and specify the remedy sought.

The parties acknowledge that it is usually most desirable for an employee and the Employee's building Principal or immediate supervisor to resolve problems through free and informal communication, provided such resolution is not inconsistent with the terms of this contract. When requested by the employee, the Association representative may intervene to assist in this resolution. The building Principal or the Superintendent may participate in the informal resolution process as deemed necessary. Should the informal processes fail to satisfy the teacher or the Association, then a grievance may be processed as follows:

Step 1 - The Grievant shall forward a written copy of the Grievance to the Principal/Supervisor. A copy thereof shall, at the same time, be filed with the Superintendent and the Association. The Principal or immediate supervisor shall arrange for a meeting with the grievant and the grievant's representative(s) to take place within ten (10)-days of receipt of the grievance. Each party shall have the right to include such witnesses as it deems necessary to develop facts pertinent to the grievance.

The Principal or immediate supervisor shall, within ten (10) days following the meeting, give a written decision, copies of which shall be given to the Grievant and the Association. Such written answers shall include the reason(s) upon which the decision was based.

Step 2 - If the grievance is not resolved at Step 1, then the grievant or the Association shall refer the grievance to the Superintendent or official designee within ten (10) days after the Step 1 decision was due or received, whichever is earlier. A copy thereof shall, at the same time, be filed with the Association. The Superintendent shall arrange for a meeting with the grievant and/or the grievant's representative(s), to take place within ten (10) days of the Superintendent's receipt of the appeal.

Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance.

The Superintendent shall, within ten (10) days following this meeting, give a written decision, copies of which shall be given to the grievant and the Association. Such written answers shall include the reasons upon which the decision was based.

Exceptions for Step 1 and/or 2: Provided the Association and the Superintendent agree, Step 1 and/or Step 2 of the Grievance procedure may be bypassed and the Grievance brought directly to the next step. Grievances involving an administrator above the building level may be filed by the Association at Step 2.

Step 3 - If the grievance is not resolved at Step 2, then the grievant or the Association shall refer the grievance to the Board within ten (10) days after the Step 2 decision is due or received, whichever is earlier. The Board shall arrange for a meeting with the Association representative(s) and the grievant, to take place within ten (10) days of its receipt of the appeal. Each party shall have the right to include in its presentation such witnesses and counselors, as it deems necessary to develop facts pertinent to the grievance. The Board shall, within ten (10) days following this meeting, give its written decision, copies of which shall be given to the grievant and the Association. Such written answers shall include the reasons upon which the decision was based.

Step 4 - If the grievance is not resolved at Step 3, the Association may within twenty (20) days of the receipt of the Board's decision, or within twenty (20) days of the date that the Step 3 response was due, demand final and binding arbitration on the matter. Such demand shall be in writing, and shall be hand delivered or delivered by certified mail to the Superintendent. An arbitrator shall be determined by mutual agreement between the Board or its designated representative, and the Association, or its designated representative.

14.7 Procedural Requirements for Arbitration

Should the parties be unable to agree upon an arbitrator, within fifteen (15) days after the demand for arbitration is made such Grievance may be referred to the American Arbitration Association (AAA) under its voluntary labor arbitration rules, and shall be filed within thirty (30) days after the original demand for arbitration was made.

The expense for the arbitrator's services shall be borne equally by the Board and the Association. However, each party shall be responsible for compensating its own representatives and witnesses.

If either party desires a verbatim record or transcript of the proceedings it may cause such a record or transcript to be made, provided, however, that it pays for such record or transcript. Should both parties desire a transcript then the cost of the two transcripts will be divided equally between the parties.

The arbitrator's authority shall be limited to interpreting and applying the provisions of this agreement and the arbitrator shall have no power to add or subtract from, alter or modify any of the said provisions. However, the arbitrator shall be empowered to include in any award such financial reimbursement or other remedies the arbitrator shall judge to be proper.

The decision of the arbitrator shall be final and binding upon the parties and shall not be subject to appeal except as provided by statute.

A Grievance may be withdrawn or settled at any level prior to an arbitration award without establishing precedent.

14.8 General

The Board acknowledges the right of the Association's Grievance representative to participate in the Grievance process at any level.

No reprisal of any kind will be taken by the Board, the Association, or the school administration against any employee because of the employee's participation in the Grievance procedure.

All documents, communications and records dealing with the processing of a Grievance will be filed separately from the personnel files of the participants.

Under no circumstances shall students who are minors be involved in the hearing, or resolution, of a Grievance unless written consent from a parent and/or guardian is filed with the Superintendent in advance. The parent and/or guardian may be present at the time of the hearing.

The Parties will make reasonable, good faith efforts to share relevant information relating to issues in the Grievance in a timely manner.

ARTICLE XV **REDUCTION IN FORCE AND RECALL**

- 15.1. The Boards and the Association agree that reductions in the support staff of the respective district or the Supervisory Union may be implemented by the school board as provided by law. Employees shall be provided twenty-one (21) calendar days advance notice of layoff or reduction of work hours.
- 15.2. The Association will be notified in writing at the same time it notifies the affected employees of any proposed staff reduction. Association representatives may attend any regularly scheduled Board meeting to discuss a proposed reduction. Notification to the Association shall specify curriculum areas and positions contemplated for reduction.
- 15.3. Reductions in force will be implemented within the employment following employment units for all staff except the paraprofessional and IT employees: 1) Echo Valley Community School District; 2) Williamstown Elementary School; 3) Northfield Elementary School; 4) Williamstown Middle-High School; and 5) Northfield Middle-High School. Reductions in force for paraprofessional and IT employees will be implemented within Central Vermont Supervisory Union.

Layoffs and reductions of work hours within the employing units listed above or the Supervisory Union shall occur within the following categories. The order of layoff or reductions shall be determined by Administration.

- Paraeducators
- Paraeducator Specialists
- Personal Care Attendants
- Custodians
- Maintenance
- Administrative Assistants (school-year and extended school-year)
- Administrative Assistants (full-year)
- IT Technician
- Help Desk Technician

When determining which Employee shall be affected by a staff reduction, the Superintendent will give consideration to various factors, including, but not limited to, qualification, performance as documented using the current supervision and evaluation model, other relevant documentation in the Employee's file, the needs of the District or the Supervisory Union and seniority. In the event that all other factors are substantially equal, Employees will be affected on the basis of seniority as defined in Sections 15.5 and 15.6. The decision of the Superintendent in matters of staff reduction shall be final.

Written notification of staff reduction will be made to the employee no later than April 15th. Prior to written notification, the Superintendent will meet with said employee, at which time the employee will be informed about the reasons for the lay-off. The employee may, at the employee's own option, have a representative of the Association present at such meeting.

- 15.4 Employees who, by virtue of statute or merger, were transferred from any school district or SU in either the WSSU or ONSU to a school district or SU represented by this contract, shall retain all of their years of seniority previously accrued as an employee employed in the original school district(s) or SU and vested as of the date of the transfer.
- 15.5 Seniority shall be defined as an employee's most recent period of continuous employment with the employer, including but not limited to all seniority eligible to be carried forward by an employee previously employed by a predecessor in interest to the Boards (i.e., the WSSU or the Northfield, Williamstown, Washington or Orange School Districts). Seniority shall not be lost when an employee is on an approved leave of absence, however, time spent on an unpaid leave of absence shall not count for purposes of accruing seniority, with the exception of FMLA/VPFLA leaves and absences related to work-related injuries. The parties agree that any employee covered by this Agreement who is transferred, re-assigned or otherwise moves to a different support staff bargaining unit position within the CVSU or any of its member school districts shall carry their accrued seniority and benefits with them to the new bargaining unit position.

- 15.6 Employees will receive a year of seniority for each year of service. Part-time employees shall accrue seniority on a pro rata basis.

In the event of identical years of seniority, the determining factor shall be the (1) date and then the (2) time when each employee returned his/her initial contract.

- 15.7 No employee will be laid off under the provisions of this Article if the reduction can be accomplished through staff turnover, attrition, or transfer within the employing School District or the Supervisory Union.

- 15.8 Notice of Recall

Employees in classifications noted in 15.3 who are laid off shall be considered for recall within their job category and within their employing school district/CVSU for a period of two (2) years from the commencement of said layoff. Employees who are qualified and certified for that vacancy will be recalled in reverse order of lay-off provided that they maintain an active employment file in the Office of the Superintendent as of January 1 of each year.

Notice of recall shall be provided by certified mail to the employee at the address the employee had last given to the District/CVSU. A copy of each recall notice shall be provided to the Association.

Employees must accept the recall offer within ten (10) business days (i.e., Monday through Friday excluding legal holidays) of receiving the notice of recall; failure to do so shall render the employee's recall rights null and void; however, an employee may refuse an offer of a lesser FTE position than the employee held prior to the reduction without loss of recall rights during the remainder of the recall period.

An employee who has been reduced in force will not lose his/her prior accrued seniority if the employee is recalled to employment by the District/CVSU.

- 15.9 Issuance of Contracts/Letters of Intent

A. Issuance of Individual Contracts

All personnel who are to be employed for the ensuing year will be issued individual contracts no later than April 10th of each year. An individual contract will include information regarding the employee's scheduled work hours for the upcoming school year.

Signed individual contracts must be returned to the Superintendent's office on or before May 1 if school is in session, or the first school day following May 1 if it is not. If requested in writing by an employee prior to the deadline for return of the individual contract the Superintendent may grant an extension of the individual contract return date for a period of time appropriate under all the circumstances.

B. Letters of Intent To Employ

If negotiations have not been completed and a Master Agreement ratified by both the Boards and the Association by April 1st, each Employee who is to be offered a contract shall be issued a “letter of intent” to employ not later than April 1. The letter of intent shall be in the form set forth in Appendix C attached to and incorporated into this Master Agreement. The Letter of intent shall be signed and returned to the Superintendent on or before May 1 if school is in session, or the first school day following May 1 if it is not, or, the employee shall be deemed to have refused the offer.

C. Issuance of Individual Contracts Following Ratification of Master Agreement after April 1.

If a Master Agreement is negotiated after April 1 individual employment contracts will be transmitted to Employees within fourteen calendar days following ratification of the Master Agreement by both parties. The individual contract may be hand delivered or mailed to the Employee, with an email notice to the Employee’s school account. Individual contracts will be signed and returned by an Employee within fourteen (14) calendar days of receipt of the individual contract or the employee shall be deemed to have refused the offer.

- 15.10 On or before November 15th of each school year the District and the CVSU will provide a seniority list to the Association. The Association shall bring any concerns regarding the accuracy of the seniority list to the attention of the Superintendent within thirty (30) calendar days. The Association and administration will promptly meet and attempt to resolve any discrepancies or disputes regarding the seniority list. When the Parties are in agreement with the content of the seniority list the Association President and the Superintendent will sign off, indicating their agreement. If the Parties fail to resolve disputes concerning the seniority list such disputes shall be submitted to final and binding arbitration within thirty (30) days of receipt of the final decision of the Superintendent. Failure to file for arbitration will constitute acceptance of the seniority list. The seniority list will be made available to individual employees upon request.

When a new employee is hired into the bargaining unit the Board will provide the new employee’s name to the Association within thirty (30) days of the date of hire.

ARTICLE XVI
RETIREMENT

- 16.1 Each full-time year-round, extended school year and school year employee who meets the eligibility requirements will join the Vermont Municipal Employees’ Retirement System.

ARTICLE XVII
SEVERABILITY

If any portion of this Agreement or any application thereof is held to be contrary to existing state or federal laws by an appropriate court, then such provision or application will not be deemed valid or subsisting except to the extent permitted by law; but all other provisions and applications will continue in full force and effect. If any such provision is held contrary to law, that provision will be negotiated in the succeeding contract.

ARTICLE XVIII
NO STRIKE CLAUSE

The Association and the Boards subscribe to the principle that differences between them should be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that there will be no work stoppage, or other concerted refusal to perform work by the employees covered by this Agreement nor any instigation thereof during the life of this Agreement.

ARTICLE XIX
TRANSFERS

- 19.1 The Association president will be notified of all job openings within the bargaining unit at least by the time of publication. An employee may apply for a new position without jeopardizing an employee's current position.
- 19.2 In the determination of reassignments and/or transfers, the wishes of the individual employee will be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school as determined by the Superintendent, following consultation with the Principal or designee. Requests for reassignment or transfer will be given careful consideration in light of these constraints. The decision of the Superintendent shall be final and not subject to the grievance procedure provided for in Article XIV of this Master Agreement.

ARTICLE XX
DURATION

The provisions of this Agreement will be effective as of July 1, 2020 unless otherwise noted in this Agreement and will continue and remain in full force until June 30, 2023. 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 the ____ day of June, 2021.

BY: _____
Susette Bollard, Superintendent
On behalf of the CVSU Board

BY: _____
Dorothy Higgin, CVEA President

Susette Bollard, Superintendent
On behalf of the Paine Mountain
School District Board

Judy Knapp,
Member of the Negotiating Council

Susette Bollard, Superintendent
On behalf of the Echo Valley Community
School District