

MASTER AGREEMENT

Between

**The Hartland, Weathersfield, Mount Ascutney, and Windsor Southeast Supervisory
Union Boards of School Directors**

And

**The Hartland Education Association, the Weathersfield Education Association Support
Staff Units and the Windsor Southeast Education Association WSESU ESP Unit.**

2020-2022

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**ARTICLE 1
PURPOSE AND INTENT**

- 1.1 The purpose of the Hartland Town School District, Weathersfield Town and Windsor Southeast Supervisory Union, and the Mount Ascutney Town School District (hereinafter known as the “Board”) and the Hartland, Weathersfield and Windsor Southeast Education Association, WSESU ESP Unit (hereinafter collectively known as the “Association”) in entering into this labor agreement is to set forth their agreement on rates of pay, wages, hours of work and other conditions of employment, so as to promote orderly and peaceful relations between the Board and its employees, to achieve uninterrupted performance consistent with safety, good health, and sustained effort, and to maintain the highest level of service to the Board and the educational community of Hartland, Weathersfield, Mount Ascutney and the Windsor Southeast Supervisory Union.

**ARTICLE 2
RECOGNITION & DEFINITIONS**

- 2.1 The Board hereby recognizes the Association as the sole and exclusive representative of its employees (as defined below) for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment, and other conditions of employment, pursuant to Title 21, Sections 1721-1734 of the Vermont Statutes Annotated.

Mount Ascutney:

- a. The bargaining unit for the Mount Ascutney Town School District shall consist of educational support personnel: including paraprofessionals, custodians, secretarial/technology assistants and maintenance personnel employed by the Mount Ascutney Board of School Directors.
- b. Paraprofessional positions not funded by the Mount Ascutney School District shall not be considered part of the bargaining unit.

Supervisory Union:

- a. The bargaining unit for the Windsor Southeast Supervisory Union shall consist of education support personnel including receptionist, accounting coordinator, administrative assistants, non-confidential secretaries and paraprofessionals.
- b. It is agreed that if the district ends its arrangement of subcontracting student transportation and hires bus drivers, those drivers shall be considered in the

bargaining unit and the Board agrees to negotiate with the Association over their terms and conditions of employment.

Hartland:

a. The unit consists of educational support personnel to include paraprofessionals, custodians, and food service staff employed by the Hartland Board of School Directors.

Weathersfield:

a. A unit consisting of education support personnel, including paraprofessionals, custodians, cafeteria employees and secretaries employed by the Weathersfield Board of School Directors.

- 2.2 Throughout this collective bargaining agreement (the “Agreement”), reference to the Board(s) or District or Supervisory Union shall be deemed to refer to each of the four (4) individual Boards and employers noted in §1.1 of this Agreement. As such, where action by the referenced Board or employer is required, such action, unless otherwise expressly noted, shall be the action of each individual Board and/or employer relative to that employer’s employees or local bargaining unit.
- 2.3 Throughout this collective bargaining agreement (the “Agreement”) reference to the Association shall be deemed to refer to each of the four (4) individual bargaining units noted in § 1.1 of this Agreement. As such, where action by the referenced bargaining unit is required, such action, unless otherwise expressly noted, shall be the action of each individual bargaining unit relative to that bargaining unit’s employer.
- 2.4 The term “employee” as used in this Agreement applies to all individuals occupying classifications of work covered by this Agreement, but excluding probationary employees, temporary employees, and supervisors, as defined in Title 21, Sections 1721-1734 of the Vermont Statutes Annotated.
- 2.5 After the execution of this Agreement, if either party wishes to review the list of employees covered by the Agreement, representatives of the Board and the Association shall meet together for that purpose within ten (10) days of such request.

**ARTICLE 3
BOARD RIGHTS**

- 3.1 a. It is herein agreed, that except as specifically and directly modified by the express language in a specific provision of this Agreement or otherwise mutually agreed to, in writing, between the parties, all management functions and responsibilities, including the determination of educational policy, the operation and management of the schools, and the control, supervision, and direction of the staff are vested exclusively in the Board. By way of example, these rights include, but shall not be limited to, the sole discretion and authority to:
1. Hire, discharge, lay off, recall, transfer, promote and demote employees;
 2. Assign work and require overtime;
 3. Organize, enlarge, reduce or discontinue a function, position or department;
 4. Introduce new technology, tools, equipment or labor-saving devices;
 5. Establish new jobs;
 6. Classify and reclassify employees;
 7. Determine or change shifts, starting and quitting times and the number of hours and days worked;
 8. Evaluate employees
 9. Promulgate rules and regulations which do not otherwise contravene the terms of this Agreement;
 10. Take such other action as it deems necessary to maintain the efficiency of the District's operations.
- b. The Board's exercise of any management right or function in a particular manner will not preclude the Board from exercising the same in any other manner which does not expressly violate a specific provision of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise the same.
- c. Any reference herein to "District" means one of the individual Boards or Districts noted in §1.1 of this Agreement.
- 3.2 Although, it is understood by the Board and the Association that educational support personnel hired by the Board are preferable in a school setting to personnel hired by outside entities there are occasions when the contracting of positions to outside firms are necessary. The Board may at its discretion contract with outside individuals, firms, etc. for the following positions or services:
- Speech
 - Occupational Therapy
 - Physical Therapy
 - Building and Grounds Maintenance

- Carpentry, roofing, plumbing and electrical work by licensed contractors
- Technology Consultation

The Boards may contract with outside agencies for positions, which would normally be considered paraprofessional, such as Home School Clinical Counselor and Behavioral Interventionist, only if matching funds from an outside agency are available for the School District. In this case, the Association shall be contacted before the Board contracts with an outside agency and the Association shall have an opportunity to review the financial arrangement.

As of July 1, 2020, the Board reserves the right to remove the following positions from the Collective Bargaining Unit as long as the current employee in those positions agrees. Once the current employee leaves the position, it shall be considered non-union. Once the position is non-union it shall remain that way until collectively bargained otherwise. The positions are as follows:

- Special Education Administrative Assistant
- Accounts Payable Clerk
- Payroll Clerk

ARTICLE 4 ASSOCIATION RIGHTS

- 4.1 a. Membership meetings of the Association shall not be held during the workday of either the daytime employees or the evening employees without the approval of their supervisor. The Association will be allowed to conduct Association meetings in the school buildings in accordance with district policy, at no cost. The Association agrees to leave the facilities used in the same condition as they were found and to secure these facilities upon leaving.
- b. The Association will have the right to use the inter school mail system of the district, including school mailboxes, for Association notices, circulars and other Association materials, copies of which will be shown to the principal or immediate supervisor in advance, for which his/her approval will not be required.
- c. There will be one (1) bulletin board of appropriate size for the Association in the faculty room of each school building and in the office building for the purpose of displaying Association notices, circulars, and other Association materials. Copies of all such materials will be shown to the building principal in advance of posting, for which approval will not be required.
- d. The Association agrees to make reasonable use of the facilities and

mail and will refrain from posting stickers, posters and like materials on any district property except the Association bulletin boards described in Section C above.

- 4.2 The Board agrees to deduct from each employee's wages dues for the Association upon said employee's initial membership therein. Such authorization will be voluntary and in writing. The Board will transmit monthly said monies deducted to the Treasurer of the Association. By May 15 of each year, the Association shall notify each employee of his/her right to withdraw his/her dues authorization; the failure to exercise such option shall constitute continued authorization for dues deduction. Provided this notice is given, dues will automatically continue to be deducted from an employee's salary unless the employee directs the Association and the Board (through the Superintendent), in writing, between June 1 and June 30 of the preceding year, to stop making dues deductions. By July 1 of each school year, the Association shall provide the Superintendent's office with the following: 1) a roster of employees authorizing dues deductions for the school year; and 2) the dollar amount of the Association dues.
- 4.3 By October 1, the Board shall provide the Association a list of all members of the bargaining unit. By November 1, the Association shall provide the Board the names of any bargaining unit members who are not members of the Association, and from their paychecks, beginning no later than the second payroll period thereafter, the Board shall deduct, in approximately equal installments over the balance of the contract year, an amount equal to the agency fee.

ARTICLE 5 DISCIPLINE AND DISCHARGE

- 5.1 No employee shall be disciplined, suspended, dismissed or otherwise terminated without a just cause except during their probationary period.
- 5.2 When an employee's performance has failed to meet a reasonable standard, as outlined by his/her work supervisor and approved by the building principal or administrator in charge, the employee shall be given reasonable notice or a reasonable warning, in writing, stating the area(s) of deficiency and citing constructive suggestions for correction. In all cases, a reasonable time shall be identified in which to correct such deficiency.
- If an employee is dissatisfied with his/her evaluation, re-evaluation or the action taken as cited in 5.2, he/she shall have the right to grieve such matters as outlined in the Grievance Procedure of this Agreement.
- 5.3 In the event that an employee's employment is terminated, the Board shall, if possible, pay all monies due the employee on the payday following his/her termination.

- 5.4 Personnel File. The Board shall maintain one personnel file per employee and said file will be stored at the central office of the supervisory union. Only those persons who have an official purpose may inspect an employee's file, and such file shall not be open to public inspection except as allowed by law.
- 5.5 Personnel File Content. No material adverse to an employee's conduct, services, or character will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has read such material by signing the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. The employee will receive a copy of the material placed in his/her file. The employee will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent, or his/her designee, and attached to the file copy.
- 5.6 Personnel File Review. Employees shall have the right, upon request, to review the contents of their personnel files and to receive a copy of any document contained therein. An employee will be entitled to have a representative of the Association accompany him/her during such review. The Superintendent or his/her designee will be present during the review of the personnel file. Once every three (3) years, an employee will have the right to indicate those documents and/or other materials in his/her file that he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent. If the Superintendent agrees, in his/her sole discretion, the documents will be removed from the personnel file and destroyed.
- 5.7 References and Related Documents. All personal references, letters of recommendation, and related materials used in the initial hiring of an employee shall be kept confidential and available to the employee.
- 5.8 The employee shall be entitled to Association representation at disciplinary hearings and meetings, including any and all evaluation hearings, meetings and/or conferences. The employee shall have the right to offer on his/her behalf written statements of rebuttal to the notice(s) or warning(s) presented to him/her.
- 5.9 Any complaint regarding an employee made to any member of the administration/supervisor, which the administrator/supervisor deems serious enough to become a matter of formal record shall be promptly called to the employee's attention. No such complaint shall become a matter of formal record unless it is in written form. This shall consist of a written complaint signed by the complainant, or if written by the administrator/supervisor on behalf of a complainant, the complaint must be signed by the complainant. An investigation by appropriate personnel will follow, which may involve a meeting with the complainant, employee and administrator/supervisor. The employee shall be

given an opportunity to respond in writing or personally to such complaint, and such response shall be submitted to the administration and be included as part of the formal record.

- 5.10 Whenever any employee is required to appear before the Superintendent, Board, or any committee member thereof concerning any matter which could adversely affect the continuation of that paraprofessional in his/her employment, he/she shall be given prior written notice of two (2) working days of the reason(s) for such meeting or review and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview. If an emergency meeting is necessary, the Association President will be notified, and an available Association representative shall be released to counsel and represent the employee.

During any meeting between an employee and a supervisor regarding possible disciplinary action against the employee, the employee shall be entitled to have a representative of the Association present.

ARTICLE 6 GRIEVANCE PROCEDURE

- 6.1 Acknowledgment of Arbitration In accordance with 12 V.S.A. §5652(b), 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 parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in this Article.
- 6.2 Purpose:
- a. A grievance shall be construed for the purposes of this contract to mean a claim or dispute involving the interpretation and/or application, either in whole or in part, of any written and presently operative portion or provision of this contract. Under no circumstances shall any matter which is not a part of this contract be considered a valid cause of grievance.
 - b. Grievant: The grievant shall be an employee, a group of employees, or the Association. The Association shall be the sole and exclusive representative of an employee(s) throughout the processing of a grievance.
 - c. Time Limits: All time limits contained in this grievance procedure shall consist of employee employment days. When a grievance is submitted on or after June 1, time limits shall consist of all weekdays (meaning Monday

through Friday, except legal holidays as defined by 1 V.S.A Section 371 (Chapter 7). The time limits specified may, however, be extended by mutual agreement. By mutual agreement in writing between the grievant or his/her representative and the appropriate administrative official, the grievance may be passed through to the next step for original filing.

- d. Cooperation: The parties to this contract will cooperate in the investigation of any grievance. Each party will provide to the other requested information which is relevant to the grievance. If the administration or the Board schedules a grievance hearing during the employee workday, the grievant and one (1) Association representative, and up to three (3) witnesses, will be granted paid release time to attend the hearing.

6.3 Procedure

The process noted herein shall not preclude the parties from discussing matters informally prior to the initiation of a formal grievance.

Step 1: No grievance shall be given consideration unless it is filed, in writing, with the school administrator (WSESU-supervisor) within twenty (20) days after the occurrence that gave rise to the grievance. Once the grievance has been filed, a discussion will take place within ten (10) days between the employee and the school administrator (WSESU-supervisor) (Business Manager, school principal or his/her designee) and, if requested by the employee, one employee member of the Association. The school administrator (WSESU-supervisor) will give his/her answer in writing within five (5) working days after said discussions.

Step 2: If the grievance is not settled at Step 1, the written grievance will be submitted by the Association within five (5) working days of receipt of the Step 1 answer to the Superintendent of Schools. The Superintendent will meet with the Association within fifteen (15) days to discuss the grievance. Present at the meeting shall be the Association Grievance Chair, the grievant, and if requested, one employee member of the Association designated by the Association. The school Superintendent will hear the grievance and give his/her answer, in writing, within five (5) working days of this meeting.

Step 3: If the grievance is not settled at Step 2, the written grievance will be submitted within ten (10) working days of receipt of the Step 2 answer to the School Board Chair. The Board will meet with the Association within twenty (20) days to discuss the grievance. Present at the meeting shall be the School Board, the Superintendent (or his/her designee), the Association Grievance Chair, the grievant, and if requested, one employee member of the Association designated by the Association. The School Board will hear the grievance. They will give their answer within ten (10) working days in writing.

Step 4: If the grievance is not settled at Step 3, the Association, or the School Board, within fifteen (15) days, may file for binding arbitration, for any grievance which involves the interpretation or application of a specific term or provision of this Agreement, but only if such grievance has not been settled after being fully processed through the grievance procedure. If the parties are not able to agree on the selection of an arbitrator (or such other qualified third party or parties mutually satisfactory to both the School Board and the Association) within a period of seven (7) days after the date of such request, such grievance may be referred by either party to American Arbitration Association for selection of an arbitrator in accordance with the rules then in effect for obtaining of the Service.

If the grievance is not referred to the American Arbitration Association (AAA) within thirty (30) days after the request for arbitration, it shall be considered settled and shall no longer be subject to arbitration. Any arbitration shall be conducted in accordance with applicable AAA rules, subject to the provisions of this Agreement. The parties shall share equally in the compensation and expense of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties.

- 6.4 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 to or subtract from, alter or modify any of the said provisions
- 6.5 Awards or settlements of grievances may or may not be retroactive, as the equities of each case may demand.
- 6.6 The employee(s) shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting a grievance.

ARTICLE 7 NO STRIKES AND NO LOCKOUTS

- 7.1 During the term of this Agreement there shall be no strikes, no slowdowns, no work stoppages, nor other concerted refusals to work by the Association and there shall be no lockouts by the Board. In the event of a strike, slowdown, work stoppage, or other concerted refusal to work during the employee's assigned work or duty hours on the part of other persons working within or around the building, neither the Association nor the employee subject to the terms of this Agreement shall refuse to cross a picket line, refuse to work or take any other action in sympathy or in cooperation with said strike, slowdown, work stoppage, or other concerted refusal to work. In the event of a strike, slowdown, work stoppage or other concerted refusal to work on the part of other persons working within or around the building, the Board will not assign work to the employees other than the work to be performed by the employees pursuant to the terms of this Agreement.

ARTICLE 8 MISCELLANEOUS

- 8.1 There shall be no discrimination, interference, restraint, or coercion by either the Board or the Association against any employee as a result of that employee's membership or non-membership in the Association. The Board will not discriminate with respect to hire, tenure of employment, or any term or condition of employment against any employee because of membership or activity on behalf of the Association, nor will it discourage or attempt to discourage membership in the Association. There shall be no discrimination, interference, restraint, or coercion against any employee by the Board or its representatives by reason of that employee's actions in an official capacity as an officer or agent of the Association; provided, however, that said actions are consistent with and in compliance with the terms of this Agreement.
- 8.2 Any individual contract between the Board and a bargaining unit employee, hereafter executed, shall be deemed subject to and shall be consistent with the terms of this Agreement.
- 8.3 Upon the ratification of this Agreement by the Board and the Association, the Board shall provide an electronic version of the Agreement with signatures attached to the Association and members of the bargaining units and thereafter with any amendments thereto. Representatives of the Board and the Association shall confer prior to the reproduction of the Agreement, as aforesaid, and with respect to the format thereof.
- 8.4 All references to "employee" or "employees" in this Agreement shall be deemed to refer to both male and female employees of the bargaining unit.
- 8.5 If any provision of this Agreement or the application thereof to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, such provisions shall be deemed separate, distinct, and independent from the remainder of the Agreement, and such invalidity shall in no way affect the validity of the remainder of the Agreement which shall continue in full force and effect.
- 8.6 All written notices hereunder to the Board, except as otherwise specifically proved herein, shall be addressed to the Board, care of the Superintendent of Schools, Windsor Southeast Supervisory Union. All written notices hereunder to the Association, except as otherwise specifically provided herein, shall be addressed to the President of the respective Association. Either party, by written notice to the other, may arrange the address to which future written notices to it shall be given. The Association shall give written notice to the Board upon the execution of this Agreement of the designation of its President and shall

thereafter inform the Board, in writing, of the designation of a new President within twenty-four (24) hours of his/her designation.

- 8.7 In all cases of grievance and authority it shall be recognized that the building principal shares the same rights and privileges of supervision, evaluation and discipline/discharge as the immediate work supervisor. However, any employee may request a clarification if he/she is presented conflicting orders. Such clarifications shall be made between the immediate supervisor and the building principal to the employee jointly, either verbally or in written form.
- 8.8 Paraprofessionals who agree to serve as substitute teachers shall be paid at the regular rate or teacher substitute pay, whichever is higher.
- 8.9 All leave of absence benefits provided in the Agreement (vacation, holiday, sick leave, etc.) shall be prorated for part-time employees. If an employee works every regular workday for his/her job category, but works each such day on a part-time basis, he/she shall receive all designated leave days with each day of paid leave prorated by his/her percentage of employment. If an employee works a full-time work day schedule but for less than the full work year of his/her category he/she shall be provided a prorated number of leave days designated by this Agreement but will be paid at 100% of his/her regular daily rate for each paid leave day.
- 8.10 Employees required to use personal vehicles in the course of their employment shall receive mileage reimbursement at the IRS rate. Employees shall not be required to transport children in their personal vehicles. Employees with a split assignment (multiple worksites) shall receive mileage reimbursement for travel between worksites.
- 8.11 The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement or any other rule, regulation, or policy relating to the terms and conditions of employment on the basis of race, creed, color, religion, national origin, sex, sexual orientation, gender identity, disability, domicile, age or marital status, or any other legally protected status under federal law. No grievance involving an alleged violation of this provision may proceed beyond Step 3 of the grievance procedure.
- 8.12 As defined by state and federal health and safety laws (e.g. VOSHA, OSHA, etc.) employees shall not be required to work under unsafe or hazardous conditions. A crisis management team and plan will be in place for bomb, shooting, fire, and other disasters. All support staff will be involved in routine training for crisis management. Grievances under this provision may not proceed beyond Step 3.
- 8.13 Should the Windsor Southeast Supervisory Union become the employer of any special education or other employee currently covered by an existing collective bargaining agreement in one or more of the WSESU member Districts, the

employee(s) so affected will be recognized as member(s) of the Windsor Southeast Education Association ESP Bargaining Unit, retain all salary, seniority and or benefits to which he/she was entitled at the time of the change of the employer. These WSESU employees will remain on the wage/salary schedule covering ESP in their original District of employment until such time as a wage/salary schedule for all ESP in the WSESU is bargained.

New ESP employees of the WSESU (non-transitioning) employees will be covered by the WSESU ESP portions of this agreement and wage/salary schedules unless a wage/salary schedule for all ESP in the WSSU is bargained.

Should the Windsor Southeast Supervisory Union cease to be the employer of previously transitioned employees due to a change in VT statute, a change in AOE regulation or waiver of requirement, the previously transitioned employee(s) will be recognized as members of the bargaining unit for their original school, retain all salary, seniority and benefits and employment shall be assumed by the school districts that comprise the Windsor Southeast Supervisory Union.

ARTICLE 9 ENTIRE AGREEMENT

- 9.1 This Agreement contains the entire agreement between the Board and the Association with respect to the Association's representation of the Board's employees for the purposes of collective bargaining and any understanding or representation respecting the same not expressly set forth herein is of no binding effect on the parties hereto. This Agreement may be amended, altered, or modified during its term only by means of a written statement thereto signed by authorized representatives of the Board and the Association.

ARTICLE 10 EMPLOYMENT

- 10.1 In the event of a layoff, no work presently performed by the affected employee or employees shall be performed by temporary or casual employees; contracted out; or performed by a person who is not an employee.
- 10.2 a. The district will provide no less than six (6) hours of orientation training for newly hired employees prior to assuming their duties.
- b. Probationary Period. The term "probationary period" as used in this Agreement shall refer to the first 120 working days of employment for new employees beginning from the most recent date of hire to a regular bargaining unit position within the Association. Employees shall receive one written performance evaluation during the probationary period. Evaluations conducted during the

probationary period are not subject to the grievance/arbitration provisions of the Agreement. During said probationary period, an employee shall not be afforded just cause rights as set forth in this Agreement.

- c. All employees will be evaluated on an annual basis no later than April 15th. Said evaluation will be discussed with the employee by their supervisor/principal. The employee will affix his/her signature to the evaluation indicating only that he/she has reviewed the evaluation and does not necessarily indicate agreement with its contents. If an employee is dissatisfied with his/her evaluation, he/she shall have the right to place a letter of disagreement in response to the evaluation in his/her personnel file.

10.3

- a. When the District determines that a change in assignment or a transfer is necessary, the District shall notify the Association and the employee(s) involved, in writing. Prior to the implementation of a job transfer, the administration shall discuss such contemplated action with the employee(s) involved.
- b. When a vacancy develops in the bargaining unit, notice of such vacancy shall be posted in each building and a copy of such posting shall be emailed to each member of the Association. The notice will be posted for a period of at least five (5) calendar days before the vacancy is advertised outside the School District and before non-bargaining unit employees are considered for the vacancy. Bargaining unit members who meet the qualifications and criteria established by the District for the position may apply for the position, and they shall be given an interview. A bargaining unit member who applies for a vacancy and meets the qualifications and criteria for the position will be given first consideration for the position. Nothing, however, shall prohibit the District in its sole discretion from hiring an outside applicant if the outside applicant is deemed by the district to be more qualified for the position. Bargaining unit members who apply for a vacancy will receive notice from the District after the position is filled informing them of the filling of the vacancy.

10.4 Following an annual evaluation, the Board of School Directors shall offer a contract of employment to employees covered by this Agreement on or before April 15th annually. An employee receiving a contract shall indicate acceptance of the offer by signing and returning the contract no later than April 30.

10.5 After July 1, 2017, the Supervisory Union and all member school boards, reserve the right to use an outside contractor in an effort to comply with all state and federal requirements related to the National School Lunch Program (NSLP). The supervision and evaluation of all Food Service employees shall

be the responsibility of the superintendent, in consultation with the outside contractor.

- 10.6 Employees in school year positions shall be notified in writing by May 1st in the event the board can reasonably assure employment for the ensuing school year.
- 10.7 In the event that a category of employees are no longer employed because of a contracted service, members of that category shall be compensated at a rate of one week's severance pay per year of service not to exceed twelve (12) weeks.

ARTICLE 11 LAYOFF

- 11.1
 - a. When it becomes necessary to lay off an employee or a number of employees, the employee or employees to be laid off shall be determined on the basis of seniority within their job classification. An employee to be laid off shall be notified in writing at least ten (10) working days prior to the effective date of layoff with the reasons for the layoff stated.
 - b. Assignment of paraprofessionals is done by June 30. If an instructional assistant is assigned to an individual student and that individual student moves or has an IEP that expires the district may exercise its discretion to retain a less senior assistant assigned to an individual student based upon that employee's possession of a special skill: for example: signing ability, braille ability, specialized medical training to minister to the student's specialized medical needs or a special bond with the student.
- 11.2 Employees laid off under this article shall retain their rights to recall for a period of twelve (12) months following such layoff. Employees will be notified in writing of recall to an available position via certified mail. Employees who fail to respond within ten (10) days of receipt shall be deemed to have refused recall and will forfeit any recall rights and accrued benefits. An employee may, however, refuse a position that is less contracted time than the position from which the employee was reduced/laid off. In this instance there shall be no penalty. Employees shall maintain a current address on file in the central office.
- 11.3 Employees shall be recalled in the reverse order of layoff. In the event a position becomes available in a job classification represented by the Association and there is no one on layoff from that classification, then the position shall be offered to the Association member on layoff who qualifies for that position and based upon seniority.
- 11.4 The seniority of each employee covered by this Agreement shall be computed using the employees' last hiring date. Transferred employees shall maintain their last date of continuous service from any previous school within the supervisory union. An employee shall lose all seniority and his/her seniority shall cease to

accrue upon the occurrence of any of the following events:

- a. He/she voluntarily terminates his/her employment;
 - b. He/she is discharged for just cause;
 - c. He/she fails to return to work within ten (10) working days after receiving written notice in the form of a certified letter from the Superintendent of being recalled following a layoff. The certified letter shall be with a return receipt requested and the date indicated upon the receipt shall commence the ten (10) day period. In all instances, the employee shall be required to respond to said notice within three (3) working days of its receipt. Extensions to the ten (10) day period may be applied for and may be granted due to unforeseen circumstances;
 - d. He/she is absent for three (3) consecutive workdays without notice to the supervisor/building principal or Superintendent, unless such notice is physically impossible due to extraordinary or extreme illness or accidental occurrence;
 - e. He/she fails to return to work at the end of a leave of absence authorized hereunder, unless prevented by disabling illness or accident;
 - f. He/she fails to return to work for a period of twelve (12) months from the date of his/her layoff for any reason; provided, however, that such period may be extended by agreement between the Association and the Board in the event that the employee's failure to return shall be caused by illness or accidental occurrence;
 - g. His/her retirement.
- 11.5 The seniority of employees who switch from one job classification to another will transfer directly into their new classification. The Superintendent will provide a yearly seniority and wage list to the Association by October 1.

ARTICLE 12 HOURS OF WORK AND OVERTIME

- 12.1 For all full-time employees the work week shall be forty (40) hours per week, scheduled on five (5) successive days for full year employees. Full time employees may be permitted a flexible scheduling of their hours of work in the summer, with approval of work supervisor, who shall retain the authority to

rescind the flexible scheduling depending on needs of the assignment. The work week for school year employees shall correspond to a student week, as it occurs during a normal calendar week, including the number of successive and/or non-successive student days within that calendar week and the employee's individual contracts.

12.2 All employees who work six (6) or more hours per day shall be entitled to have a paid, uninterrupted, duty free lunch period of thirty (30) minutes as assigned by immediate supervisor or principal. Each employee shall have a fifteen (15) minute rest period for every four (4) hours they work. All rest periods and lunch periods identified in this article and section shall occur when those periods least conflict with the purpose of the employee's job.

12.3 Employees who are required to work overtime shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate for all overtime worked in excess of forty (40) hours per week and/or eight (8) hours per day. In calculating hours worked for overtime purposes, only time actually worked shall be counted.

Employees on holiday, vacation, paid or unpaid leave who are required to work shall receive compensation at time and one-half (1 1/2) rate. The employee shall receive a minimum of one-hour call-in pay for each instance.

12.4 The work supervisor will, to the greatest extent possible, distribute overtime work as fairly and equitably as possible among qualified unit employees.

12.5 All employees shall be responsible for submission of their own completed timesheets to their immediate supervisor or principal.

12.6 In cases of delayed opening or early dismissal for snow days or other unforeseen occurrences the employees will be released upon approval of the supervisor. In such cases where the opening of school is delayed or dismissal occurs prior to employees' typical schedule, employees will be paid their regular scheduled hours for the day.

12.7 All paraprofessionals may be assigned non-instructional duties such as lunch duty, bus duty, and recess duty. These assignments will be scheduled by the administration.

12.8 In the event an employee is assigned to accompany students to field-based experiences, the District shall assume reasonable attendant costs, including admission fees, meals, lodging (as approved by the school administration) in the event of an overnight stay, and parking (when the employee is required to drive their personal vehicle). In the event of an overnight stay, employees shall be paid for hours actually worked.

- 12.9 The Board shall accept as "highly qualified", according to state and federal guidelines, a paraprofessional who has been determined "highly qualified" by either the Vermont Agency of Education or another school board with similar standards as determined by the Superintendent.

ARTICLE 13 WAGES

- 13.1 Hourly pay rates shall be as shown in Appendix A.
- 13.2 The anniversary dates used prior to this collective bargaining agreement shall be retroactive to July 1. However, no bargaining unit member shall be adversely affected by this change.
- 13.3 The wage and "step" of employees who switch from one job classification to another will remain the same, unless their "step" in the new classification would result in a higher wage, then the higher wage would apply.
- 13.4 Newly hired employees may be given credit on the salary schedule, according to their previous experience in the same job category. In addition to credit for past, related experience, newly hired employees shall also be given credit for relevant and related education by the granting of one additional step for education. Examples of related education include a certificate as paraprofessional, dietician, bachelors or associates degree in education related field, Heating-Ventilation-Air Conditioning (HVAC). or electrical certificate or license in the custodial department. In no case shall a newly hired employee be placed on the salary schedule with a wage greater than a current employee with the same experience.
- 13.5 School-year employees will have the option of being paid in 20 pay periods or 24 pay periods with a lump sum paid in June of that contracted year. Full-year employees will be paid in 24 pay periods. School-year employees must submit to the payroll department a request in writing for the 24 pay period option, prior to May 1st. If no letter has been received they will automatically receive the 20 pay period option. Employees will be paid on the 1st and the 15th of each month.
- 13.6 Difficulty of duty assignments including duties such as use of adaptive technology, repeated use of restraint, toileting, feeding and/or attending to the complex health needs of a student shall be eligible for stipends of up to \$1500 per year, prorated to the number of hours worked on the assignment, may be made. The Superintendent or his /her designee shall make the determination as when an assignment warrants such a stipend. The support staff member has the right to appeal a difficult assignment using the chain of command if the duty appears too difficult to perform. The decision of the superintendent shall be final.
- 13.7 Any custodians who are members of the bargaining unit and who are regularly assigned to work the night shift shall be paid an additional thirty cents (\$0.30) per hour as a shift differential.

ARTICLE 14 BENEFITS

Health Insurance

Pursuant to Title 16 V.S.A Chapter 61 (Commission on Public School Health Benefits) the following benefits remain Status Quo until December 31, 2020:

- 14.1 The Board agrees to provide any insurance coverage as provided in this Agreement subject to the rules, regulations and eligibility requirements of the individual insurance carrier unless such eligibility requirements are modified by the terms of this Agreement. The Board shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage of such a claim; further, the Board shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the insurance coverage terms. In the event that both spouses are employed by the Board, the Board will be obligated to provide only one insurance plan for the spouses or partners to a civil union, as defined by 15 V.S.A. Chapter 23, and 18 V.S.A. Chapter 106, as a unit (e.g., two-person or family plan). The Board will offer health insurance to each employee and his or her dependents. The term dependent shall include a person who is a party to a civil union pursuant to 15 V.S.A. Chapter 23, and 18 V.S.A. Chapter 106.

For those employees over sixty-five (65) years of age and/or eligible for Medicare, the Board will pay the premium for Med-i-comp and major medical coverage. Otherwise, coverage is as follows:

- A. Effective January 1, 2018 the District shall offer the following VEHI Health Plans to participating support staff employees:
1. VEHI Platinum
 2. VEHI Gold
 3. VEHI Gold – CDHP
 4. VEHI Silver – CDHP

The District will contribute 80% of the premium cost for the VEHI Gold – CDHP Plan for single, 2 Person (2 Adult) Parent/Child(ren) or family_coverage. The employee shall pay the remaining premium through automatic payroll deduction. This benefit will apply to all employees school-year or year-round who work at least 30 hours per week. Employees working less than 30 hours per week shall pay 100% of the medical insurance premium if they choose to participate. The Board contribution to the premium for the VEHI Platinum, VEHI Gold or Silver – CDHP plans shall be limited to a dollar amount equal to the dollar amount of the Board contribution for the VEHI Gold – CDHP Plan; the employee shall pay any difference in the premium cost.

- B. The District shall offer the employee the opportunity to participate in a Health Reimbursement Account as outlined below:

The District shall offer an integrated HRA on any plan, including both Rx (prescription) and medical expenses to the employee. The HRA shall be capped at all medical deductibles, co-insurance, copays, and Rx costs (“medical expenses”) for the maximum out of pocket expenses associated with the Gold CDHP Plan. The District shall select an HRA administrator and shall pay the monthly administrative costs, with arrangements for auto payments to medical providers. A Debit Card attached to the HRA account will be provided. There shall be no individual caps. The HRA shall not include a rollover from one year to the next year, but shall provide for a 90 day run out for expenses from one year to the next year for claims incurred the previous year. Benefits under the HRA shall be prorated during the plan year based on the employee’s date of hire. The Board shall have the authority to determine all other administrative determinations regarding the HRA unless it affects the agreed upon benefits to the employees.

- C. Section 125 Plan. The Board agrees to implement a Section 125 program for employees. Section 125 is the designation of a federal tax provision which allows employees to have deductions for health and dental insurance, expenses for unreimbursed health care, and dependent care deducted from their salaries before taxes.

- D. Also in accordance with Title 16 V.S.A Chapter 61 (Commission on Public School Health Benefits), effective January 1, 2021, health care benefits and coverage, excluding stand alone vision and dental benefits, but including Health Reimbursement Accounts and Health Savings Accounts, shall be governed by the statewide school employees health care package (Language to be outlined in Appendix A prior to January n1, 2021).

- 14.2 The Board will provide retirement benefits for all eligible employees as per the Vermont Municipal Employees Retirement System (“VMERS”) Group A, beginning July 1, 1994. Participation in VMERS is mandatory for all eligible support staff who works not less than 30 hours a week for the school year and for not less than a total of 1,040 hours. Staff will execute all paperwork necessary to enroll in the plan.

The Mount Ascutney Board expressly agrees that the monies disbursed prior to July 1, 1994, in accordance with Article 14.2 to the pension plan shall remain the exclusive property of said individual employees

- 14.3 All School Boards, including the WSESU Board, will pay for a \$25,000 term life insurance policy with the employer paying 100% of the premium for all employees working no less than a minimum of 17.5 hours/week during the school or calendar year. WSESU employees hired prior to April 30, 2010 will receive an \$85,000 term life insurance policy with the employer paying 100% of the premium cost.
- 14.4 The Board shall provide liability insurance coverage for each employee during the performance of his/her assigned duties as provided by 16 V.S.A. § 1756.
- 14.5 All school boards in the Windsor Southeast Supervisory Union agree to maintain and pay for a Northeast Delta Dental Plan or one with equivalent or better coverage for employees who regularly work thirty (30) hours or more per week. Said coverage shall be for one-person, two person, and/or family plans with 10% co-pay from the employee.
- 14.6 The Board agrees to permit the above medical and dental insurance coverage as per COBRA requirements. In the event of the loss of coverage due to a qualifying event, an employee, or their dependent(s), may purchase their current medical and dental coverage at the District's group rates, subject to all regulations of the Consolidated Omnibus Budget Reconciliation Act (COBRA), Section 601, et seq of the Employee Retirement Income Security Act of 1974, as amended, 29 USC § 1161 et seq.
- 14.7 Employees may enroll in courses or workshops relating to their job responsibilities at colleges, universities, or professional training schools, or to attend in-service courses at a cost not to exceed 6 credits at Castleton University. To be eligible for any tuition aid, the employee must have submitted the course content of the proposed course to the Superintendent, or his/her designee, for approval prior to enrollment. The Board will pre-pay the employee's tuition cost provided the employee has complied with the above stated requirements. Should the employee fail the course or fail to complete the course, the Board may deduct the amount of tuition aid from the employee's pay in three (3) substantially equal, consecutive payments, or one (1) payment if the employee's contract is terminated.

In such cases that school-based in-service training is requested by the supervisor and/or employee, is deemed appropriate and is approved, the employee will be paid his/her current hourly rate for their participation.

14.8 Long Term Disability

- a. The Board agrees to provide a long term disability insurance coverage to employees. Said LTD Plan shall provide eligible employees with a benefit equal to 60% of his/her monthly salary to a maximum of Four Thousand Dollars (\$4,000). The LTD Plan shall have a ninety (90) calendar day elimination period and will provide for benefits until age sixty-five (65).

The District shall pay 100% of the premium cost for the LTD Plan.

- b. Once an employee has been receiving long-term disability benefits pursuant to this Article for a period of twelve (12) consecutive months or the end of the school year (August 25 – June 20), whichever is greater, said employee shall no longer be considered an employee of the District, unless doing so is precluded by federal/state law.
- c. Notice of disability shall be given by the employee to the Superintendent as early as determinable. An employee who is disabled shall be allowed to continue in the employee’s regular employment as long as the employee is medically able to perform the employee’s full and regular duties. It shall be the right of the Superintendent to require periodic medical certification, in writing, from the employee’s physician attesting to this fact. At such time as the employee is certified by the employee’s physician as no longer able to continue working, the employee shall be entitled to go on sick leave.

**ARTICLE 15
HOLIDAYS**

15.1 The following shall be paid holidays for all employees (part-time employees shall receive holidays on a prorated basis):

Full Year Employees

School Year Employees

New Year’s Day
 Washington’s Birthday
 (President’s Day)
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Day
 Day before Christmas (if school
 is in session, then the holiday is
 the day after)
 Martin Luther King Day
 Day Before Thanksgiving
 New Year’s Eve

New Year’s Day
 Memorial Day
 Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Day
 Martin Luther King Day
 Christmas Eve
 New Year’s Eve

Any full year employee required to work during a paid Holiday shall be awarded an additional floating day for each day of required work.

**ARTICLE 16
VACATIONS**

16.1 Each full year employee shall be entitled to a paid vacation based on the length of his/her continuous employment as follows: School Year Employees are not entitled to paid or unpaid vacation time.

Upon completion of six (6) months of service	6 days
Upon completion of one (1) full year of service	11 days
Upon completion of five (5) years of service	15 days
Upon completion of (10) years of service	21 days

Employees who have completed fifteen (15) years of service shall receive one additional day for each additional year of service to a maximum of twenty-five (25) days. Vacation time will accrue based upon date of hire.

16.2 Vacation periods shall be assigned on the basis of seniority. If seniority is equal then on a first come first served basis. Employees must sign up by June 15 for a summer vacation and by October 15 for a vacation taken during the school year. The most senior person in each job classification shall receive the vacation sign-up sheet first; the second most senior second; and so on.

16.3 Employees' vacation time may be accumulated from year to year, if an employee's request to use vacation time which is made consistent with the terms of this agreement is refused by the work supervisor and building principal. However, no more than ten (10) days of unused vacation time may be carried forward from one year to the next. Employees with more than ten (10) days of currently accumulated vacation time may keep their current accumulation plus ten (10) days.

16.4 A week of vacation shall be the employee's work week, as set forth in Section 12.1 hereinabove. A day of vacation shall be equal to the calendar year employee's regular workday.

16.5 An employee whose employment is terminated for any reason shall be paid for all vacation time to which he/she is entitled but which he/she has not taken at the time of his/her termination. Such payment shall be part of the employee's final wage payment.

16.6 If a paid holiday as defined in Article 15.1 falls within a vacation period, the employee will receive a regular day's pay for that holiday and will not be charged a vacation day.

ARTICLE 17
LEAVES OF ABSENCE

17.1 Employees will be entitled to four (4) personal leave days per year. It is the intent that personal leave will be used to conduct personal legal business or family business that cannot be conducted at any time other than working hours. Notice of intent to use personal leave shall be given to the work supervisor in advance of the leave, except in cases of emergency. Personal leave may not be taken the day before or the day after a vacation or holiday except with approval of the superintendent or his/her designee. The principal will be notified at least forty-eight hours in advance of the intended leave except in cases of emergency.

17.2 Bereavement

Up to five (5) days per occurrence, not cumulative, shall be granted each employee, due to a death in the immediate family. Immediate family shall be defined as parents, spouse, civil union partner, siblings, grandparents, children (including step/foster children and those for whom the employee has been appointed guardian), grandchildren, and the corresponding in-laws of same. Bereavement leave decisions, including the provision of leave beyond the immediate family, may be appealed to the Superintendent.

17.3 An employee who is summoned to serve as a juror shall be granted a leave of absence for such jury duty. For each day of jury duty, an employee shall be paid the normal day's pay for the employee's hourly rate less the amount of compensation paid him/her for such service.

17.4 Military Leave

The Board shall comply with the requirements of federal and state law, including the Uniformed Services Employment and Reemployment Rights Act, for teachers eligible for military leave.

17.5

- a. All full year employees shall be entitled to fifteen (15) days' sick leave in any year (July 1 to June 30). Sick leave days may be accumulated to a maximum of one hundred fifteen (115) days. WSESU employees employed as of April 30, 2010 may continue to accumulate up to one hundred twenty (120) days. Upon termination, all employees who have worked at least five (5) years in the district will receive reimbursement for unused sick days up to one hundred fifteen (115) at \$25.00 per day.
- b. All school year employees shall be entitled to ten (10) days sick leave in any school year and sick leave days may be accumulated to a maximum of one

hundred ten (110) days. WSESU employees employed as of April 30, 2010 may continue to accumulate up to one hundred twenty (120) days. Upon termination, all employees who have worked at least five (5) years in the district will receive reimbursement for unused sick days up to one hundred ten (110) at \$25.00 per day.

- c. The Board agrees that the term "personal sick leave" includes illness of a dependent minor, or the serious health condition of a spouse, domestic partner, parents, mother-in-law, father-in-law siblings, immediate step family members, grandparent, grandchild or adult child, which necessitates an employee not being in school. Paid personal sick leave for the care of a family member will be limited to twenty (20) workdays of a calendar year. Additional days may be granted at the discretion of the Superintendent or his/her designee.
- d. Accumulated sick leave will be noted on employee pay stubs.
- e. Part-time employees shall receive pro-rated sick leave proportional to their contracted time.

17.6 An employee who is absent from work by reason of illness shall be entitled to be paid for such days of absence up to the number of days earned and accumulated. The principal and/or superintendent may require satisfactory evidence of illness when the use of sick leave is five (5) or more days in a given year. An employee on sick leave, as aforesaid, shall be paid for each day of sick leave to which he/she is entitled at his/her hourly rate for his/her regular work day.

17.7 Child Care Leave

All employees (male and female) are eligible to apply for an unpaid leave of absence for the purpose of child care leave. Employees who apply shall be entitled to at least twelve (12) weeks unpaid leave; at the discretion of the Board, this leave may be extended for up to one (1) year.

- a. Male employees shall be given the same rights as female employees with regard to leave and will be eligible for the same benefits. The condition of the male employee's spouse shall determine the necessity for such a leave prior to the birth of the child. After the birth of the child, he shall be entitled to all of the aforementioned provisions of the Agreement.
- b. Any employee adopting a child shall be eligible for child care leave under the same terms and conditions available to a natural parent as outlined herein. Leave may commence upon receiving de facto

custody of said child or earlier if necessary to fulfill the requirements of adoption. After the adoption of the child, he/she shall be entitled to all of the aforementioned provisions of the Agreement. Whenever an employee is entitled to and/or granted paid or unpaid leave pursuant to the terms of this provision and the employee is also entitled to leave pursuant to the FMLA and/or PFLA for the same occurrence, both the leave provided pursuant to this provision and that which is provided pursuant to the FMLA/PFLA will be provided concurrently.

17.8 Statutory Leave

For all staff who works at least 30 hours per week, the following provision shall apply:

To the extent that the following statutory provisions are applicable to the Board, the Board shall comply with the requirements of the Federal Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (PFLA). Leave pursuant to each of these acts shall be provided according to the Board's policies and practices. Pursuant to these policies and practices, whenever an employee is entitled to and/or granted paid or unpaid leave pursuant to the terms of this Agreement and the employee is also entitled to leave pursuant to the FMLA and/or PLFA for the same occurrence, both the leave provided pursuant to this Agreement that which is provided pursuant to the FMLA/PFLA will be provided concurrently. Also, FMLA/PLFA leave will be provided concurrent with Workers Compensation benefits where concurrent entitlement exists. All other matters regarding the administration of leave provided pursuant to the FMLA and PFLA shall be as provided by the District's policies and practices.

17.9 Sick Bank Leave

- a. The Board agrees to the establishment of a Supervisory Union-wide Sick Leave Bank (the "Bank") for each member district which shall be administered by a governing body consisting of three (3) members, including the superintendent and two members of the Association (one from within the requesting district and one outside the requesting district). The Bank shall exist for the purpose of providing paid sick leave for employees who have used all of their own accumulated sick days, are struck by a serious illness, and have not met the required elimination period under the long-term disability insurance policy. The employees shall submit written documentation by a physician identifying the nature and seriousness of the underlying illness. The definition of "serious illness" has the same meaning as 21 V.S.A. §471(5). The rules governing the procedures of the Bank beyond those established herein shall be developed by the governing body but shall be mutually agreed upon between the Board and the Association. The governing body will have discretionary judgment in granting days from the Bank except that any employee donating days will

have the right to use those days donated only if he/she exhausts his/her own accumulation and the Bank has days available; the maximum days an employee may be granted are the number needed to qualify for LTD insurance.

- b. The maximum number of days accumulated in the Supervisory Union Bank may not exceed four hundred and fifty (450) days per member district. Accumulated days in the Bank shall be carried over from year to year.
- c. Each new employee shall contribute a minimum of two days when hired and may contribute up to five (5) sick leave days to the Sick Leave Bank by giving written notice to the Superintendent on or before September 15 or January 15. If the number days in the Bank reach the maximum limit of four hundred and fifty (450) days, employees are no longer required, nor may they contribute to the Bank.
- d. The maximum number of days an employee may access from the Bank shall not exceed as many days necessary to reach the elimination period under the LTD policy.

Procedure:

- 1. In the event of an extended serious illness which exhausts all of an employee's accumulated sick leave days, the employee may apply to the Sick Leave Bank for additional sick leave days.
- 2. Upon application, the governing body, as set forth in Section (a), shall review the application and render a decision as to whether or not sick bank days shall be granted and, if granted, to what extent. No grant of days will be allowed to exhaust the Bank unless the Bank has ten (10) or fewer days available at the time.
- 3. Use of sick bank days shall be at full salary and the granting of these days shall not affect the employee's accumulation of sick leave days in future years.
- f. The procedures established by this article 17.9 and those established by the governing body and approved by the Association the Board will not be subject to the Grievance and Arbitration provisions of this Agreement.

17.10 Professional Leave

The Board may, at its discretion, grant up to five (5) days per year as Professional Leave, at full salary and benefits, to any employee so requesting such leave in writing for the purpose of the employee improving his/her job related skills through workshops, meetings or conferences. The Board shall pay the employee's

expenses for attending such professionally beneficial workshops, meetings or conferences. When an employee is required to attend, he or she shall be paid at his or her regular rate of pay.

- a. Two (2) district professional development days, as identified in the school calendar, will be scheduled for all school-year support staff employees. Typically, this will be the day prior to the start of each school year and one additional as determined by the Administration.
- b. Other District professional development days may be used as Professional Days at the discretion of the Board.
- c. Paraprofessionals must work at all times under the supervision of a licensed professional educator. The District will provide no less than: Paraprofessionals shall have thirty (30) minutes per week one to one consultation with a licensed educator or as the schedule permits. Missed consultations will not exceed two (2) weeks at which time one to one consultation will be forty-five (45) minutes to one (1) hour.

17.11 An employee may request an extended leave of absence. The Superintendent may grant such requests at his/her sole discretion.

ARTICLE 18 JOB CLASSIFICATIONS

18.1 All employees will be provided with comprehensive, accurate and current job descriptions annually. Review and revision of job descriptions should be done once every five (5) years with direct input from employees from each classification and the Association and the Principal/Superintendent and the Board. Job classifications under this contract are as follows:

- a. An operations and maintenance employee shall perform duties usually performed by a custodian and/or maintenance worker including but not limited to routine daily cleaning and janitorial services; general building and grounds repair, both indoors and outdoors under the supervision of their work supervisor. These duties shall be determined by the Principal in consultation with the superintendent and may change from year to year and season to season. This is a year-round (full or part-time) position as determined by the district.
- b. A Food Service employee shall perform the duties usually performed by a cafeteria worker, including but not limited to routine daily preparations servicing and storage of food in the school cafeteria under the supervision of the work supervisor. These duties shall be determined by the Principal, in consultation with the superintendent and may change from year to year

and season to season. This is a seasonal position that follows the academic year schedule.

- c. An accounting coordinator, non-confidential secretary, payroll/HR Assistant, and/or receptionist employee shall perform the duties usually performed by secretaries, including but not limited to typing, filing and receptionist duties, in the school office under the supervision of their work supervisor.
- d. A paraprofessional shall perform the duties usually performed by an educational assistant as assigned, including but not limited to classroom instruction under the supervision of a teacher, preparation of instructional materials and other duties authorized by a teacher or the administration, the individual instruction of students, and supervision of students.
- e. A non-instructional assistant shall spend the majority of his/her time in the performance of duties usually performed by non-instructional assistants as assigned, including but not limited to playground and student supervision.
- f. If bus driver positions are reinstated, the classification shall be covered under the Master Agreement.

ARTICLE 19 DURATION

- 19.1 This Agreement shall take effect at 12:01 a.m., July 1, 2020 and continue up to and including June 30, 2022. It shall continue in full force and effect thereafter, unless written notice of its intention to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before October 1, 2020, or in the event of its continuance thereafter on or before October 1 of any year thereafter.
- 19.2 Neither party shall be required to re-open this collective bargaining agreement during its effective life, *except* (a) as otherwise provided for in Article 19.1 (duration), or (b) if the Vermont Education Health Initiative (VEHI) ceases to market, for any reason, health insurance plans to school districts, or (c) the school district is no longer permitted under law to offer VEHI plans. In respect to (a), the parties may reopen this collective bargaining agreement in whole or part. In respect to (b) and (c), unless otherwise agreed to in writing, the scope of negotiations will be limited exclusively to the issues of health insurance benefits and health insurance cost-sharing, and the impact of any changes on the school budget and employee wages. Nothing in this article shall preclude the parties from re-opening this agreement for other reasons by mutual written consent.

In witness whereof, the Boards and the Association hereby approve the terms of this Agreement.

For the Boards:

DocuSigned by:
Scott H Richardson 5/19/2020
5252795407541E55
Scott Richardson Date
Hartland

DocuSigned by:
Sean Whalen 6/3/2020
8A06A214C04D4FF
Sean Whalen Date
Weathersfield

DocuSigned by:
William M Yates 5/21/2020
24C05DB2441045B
Bill Yates Date
Windsor Southeast
Supervisory Union

DocuSigned by:
William M Yates 5/21/2020
24C05DB2441045B
Bill Yates Date
Mount Ascutney School
District

For the Association:

DocuSigned by:
P Gray 5/22/2020
A7A2CAB7977411
Patty Gray Date
Hartland
Education Association

DocuSigned by:
Lora Powers 5/19/2020
054082CC210B498
Lora Powers Date
Weathersfield
Education Association

DocuSigned by:
Barbara Thomas 6/3/2020
BD15568BFC5B448
Barbara Thomas Date
Windsor Southeast
Education Association

DocuSigned by:
Catharine Engwall 5/19/2020
5B9E34A9E2041F1
Catharine Engwall Date
Windsor School Staff
Association

FY21 WSESU Salary Schedule

Step	Receptionist/ Para/Secretary (HS)	Receptionist/ Para HQ/Asst. SEI/Secretary	Administrative Assistant/H.R.	Accounting Coordinator	Transportation	Catering	Operations & Maintenance	Facilities Manager	Computer Para	BI/SEI/Intensive Needs
0	\$15.17	\$15.58	\$16.53	\$18.04	\$17.13	\$15.17	\$24.11	\$18.75	\$23.55	\$1.00
1	\$15.54	\$15.95	\$16.90	\$18.41	\$17.50	\$15.54	\$24.48	\$19.12	\$23.92	
2	\$15.91	\$16.32	\$17.27	\$18.78	\$17.87	\$15.91	\$24.85	\$19.49	\$24.29	
3	\$16.28	\$16.69	\$17.64	\$19.15	\$18.24	\$16.28	\$25.22	\$19.86	\$24.66	
4	\$16.65	\$17.06	\$18.01	\$19.52	\$18.61	\$16.65	\$25.59	\$20.23	\$25.03	
5	\$17.02	\$17.43	\$18.38	\$19.89	\$18.98	\$17.02	\$25.96	\$20.60	\$25.40	
6	\$17.39	\$17.80	\$18.75	\$20.26	\$19.35	\$17.39	\$26.33	\$20.97	\$25.77	
7	\$17.76	\$18.17	\$19.12	\$20.63	\$19.72	\$17.76	\$26.70	\$21.34	\$26.14	
8	\$18.13	\$18.54	\$19.49	\$21.00	\$20.09	\$18.13	\$27.07	\$21.71	\$26.51	
9	\$18.50	\$18.91	\$19.86	\$21.37	\$20.46	\$18.50	\$27.44	\$22.08	\$26.88	
10	\$18.87	\$19.28	\$20.23	\$21.74	\$20.83	\$18.87	\$27.81	\$22.45	\$27.25	
11	\$19.24	\$19.65	\$20.60	\$22.11	\$21.20	\$19.24	\$28.18	\$22.82	\$27.62	
12	\$19.61	\$20.02	\$20.97	\$22.48	\$21.57	\$19.61	\$28.55	\$23.19	\$27.99	
13	\$19.98	\$20.39	\$21.34	\$22.85	\$21.94	\$19.98	\$28.92	\$23.56	\$28.36	
14	\$20.35	\$20.76	\$21.71	\$23.22	\$22.31	\$20.35	\$29.29	\$23.93	\$28.73	
15	\$20.72	\$21.13	\$22.08	\$23.59	\$22.68	\$20.72	\$29.66	\$24.30	\$29.10	
16	\$21.09	\$21.50	\$22.45	\$23.96	\$23.05	\$21.09	\$30.03	\$24.67	\$29.47	
17	\$21.46	\$21.87	\$22.82	\$24.33	\$23.42	\$21.46	\$30.40	\$25.04	\$29.84	
18	\$21.83	\$22.24	\$23.19	\$24.70	\$23.79	\$21.83	\$30.77	\$25.41	\$30.21	
19	\$22.20	\$22.61	\$23.56	\$25.07	\$24.16	\$22.20	\$31.14	\$25.78	\$30.58	
20	\$22.70	\$23.11	\$24.06	\$25.57	\$24.66	\$22.70	\$31.64	\$26.28	\$31.08	
21	\$23.20	\$23.61	\$24.56	\$26.07	\$25.16	\$23.20	\$32.14	\$26.78	\$31.58	
22	\$23.70	\$24.11	\$25.06	\$26.57	\$25.66	\$23.70	\$32.64	\$27.28	\$32.08	
23	\$24.20	\$24.61	\$25.56	\$27.07	\$26.16	\$24.20	\$33.14	\$27.78	\$32.58	
24	\$24.70	\$25.11	\$26.06	\$27.57	\$26.66	\$24.70	\$33.64	\$28.28	\$33.08	
25										

8.00%

FY22 WSESU Salary Schedule

Step	Receptionist/ Para/Secretary (HS)	Receptionist/ Para HQ/Asst SEI/Secretary	Administrative Assistant/H.R.	Accounting Coordinator	Transportation	Cafeteria	Operations & Maintenance	Facilities Manager	Computer Para	B/S/SE/Intensive Needs
0	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
1	\$15.93	\$16.36	\$17.36	\$18.94	\$17.99	\$15.93	\$15.93	\$25.31	\$19.69	\$24.73
2	\$16.30	\$16.73	\$17.73	\$19.31	\$18.36	\$16.30	\$16.30	\$25.68	\$20.06	\$25.10
3	\$16.67	\$17.10	\$18.10	\$19.68	\$18.73	\$16.67	\$16.67	\$26.05	\$20.43	\$25.47
4	\$17.04	\$17.47	\$18.47	\$20.05	\$19.10	\$17.04	\$17.04	\$26.42	\$20.80	\$25.84
5	\$17.41	\$17.84	\$18.84	\$20.42	\$19.47	\$17.41	\$17.41	\$26.79	\$21.17	\$26.21
6	\$17.78	\$18.21	\$19.21	\$20.79	\$19.84	\$17.78	\$17.78	\$27.16	\$21.54	\$26.58
7	\$18.15	\$18.58	\$19.58	\$21.16	\$20.21	\$18.15	\$18.15	\$27.53	\$21.91	\$26.95
8	\$18.52	\$18.95	\$19.95	\$21.53	\$20.58	\$18.52	\$18.52	\$27.90	\$22.28	\$27.32
9	\$18.89	\$19.32	\$20.32	\$21.90	\$20.95	\$18.89	\$18.89	\$28.27	\$22.65	\$27.69
10	\$19.26	\$19.69	\$20.69	\$22.27	\$21.32	\$19.26	\$19.26	\$28.64	\$23.02	\$28.06
11	\$19.63	\$20.06	\$21.06	\$22.64	\$21.69	\$19.63	\$19.63	\$29.01	\$23.39	\$28.43
12	\$20.00	\$20.43	\$21.43	\$23.01	\$22.06	\$20.00	\$20.00	\$29.38	\$23.76	\$28.80
13	\$20.37	\$20.80	\$21.80	\$23.38	\$22.43	\$20.37	\$20.37	\$29.75	\$24.13	\$29.17
14	\$20.74	\$21.17	\$22.17	\$23.75	\$22.80	\$20.74	\$20.74	\$30.12	\$24.50	\$29.54
15	\$21.11	\$21.54	\$22.54	\$24.12	\$23.17	\$21.11	\$21.11	\$30.49	\$24.87	\$29.91
16	\$21.48	\$21.91	\$22.91	\$24.49	\$23.54	\$21.48	\$21.48	\$30.86	\$25.24	\$30.28
17	\$21.85	\$22.28	\$23.28	\$24.86	\$23.91	\$21.85	\$21.85	\$31.23	\$25.61	\$30.65
18	\$22.22	\$22.65	\$23.65	\$25.23	\$24.28	\$22.22	\$22.22	\$31.60	\$25.98	\$31.02
19	\$22.59	\$23.02	\$24.02	\$25.60	\$24.65	\$22.59	\$22.59	\$31.97	\$26.35	\$31.39
20	\$22.96	\$23.39	\$24.39	\$25.97	\$25.02	\$22.96	\$22.96	\$32.34	\$26.72	\$31.76
21	\$23.46	\$23.89	\$24.89	\$26.47	\$25.52	\$23.46	\$23.46	\$32.84	\$27.22	\$32.26
22	\$23.96	\$24.39	\$25.39	\$26.97	\$26.02	\$23.96	\$23.96	\$33.34	\$27.72	\$32.76
23	\$24.46	\$24.89	\$25.89	\$27.47	\$26.52	\$24.46	\$24.46	\$33.84	\$28.22	\$33.26
24	\$24.96	\$25.39	\$26.39	\$27.97	\$27.02	\$24.96	\$24.96	\$34.34	\$28.72	\$33.76
25	\$25.46	\$25.89	\$26.89	\$28.47	\$27.52	\$25.46	\$25.46	\$34.84	\$29.22	\$34.26

5.00%

Appendix A

Terms and Conditions as Required by the Arbitration Award and Resolution of Negotiations Between the Commission of Public School Employee Health Benefits Pursuant to the Provisions of 16 V.S.A. Chapter 61

Article I. Recognition:

1.1 In accordance with 16 V.S.A. Chapter 61 (Act 11 of the 2018 Special Session of the Vermont General Assembly) (hereafter Act 11), the five (5) representatives of participating employees on the Commission on Public School Employee Health Benefits (Employee Commissioners) are recognized as the exclusive bargaining representative of eligible employees for all aspects of representation within the jurisdiction created by Act 11. The five publicly elected school board member Commissioners appointed by the Vermont State School Boards' Association (Employer Commissioners) are recognized as representing the interests of the employing and governing school districts and supervisory unions throughout the State of Vermont within the jurisdiction created by Act 11. Together, the Employee Commissioners and the Employer Commissioners constitute the Commission on Public School Employee Health Benefits (Commission).

Article II. Definitions:

2.1 The following definitions shall be applicable to this document of the Commission (Document):

- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education

(AOE).

b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees) providing employment services requiring a professional administrator's license from the AOE.

c) Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722.

Article III. Scope of Bargaining:

3.1

a) Determining eligibility for health benefit plans and tiers of coverage for school employees;

b) Standardizing the duration of health insurance coverage during a term of employment;

c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time.

d) Researching, vetting and establishing a system of third-party administration that is efficient and competent, technologically sophisticated and manageable, and accountable to employers and employees;

3.2 The parties agree that nothing herein is intended to preempt or regulate an aspect of educational system employment that is outside of the statutory jurisdiction conferred upon the Commission.

Article IV. Plan Offerings:

4.1 All participating employees who are eligible for coverage will be able to select one of the four plans offered by the Vermont Education Health Initiative (VEHI): Platinum, Gold, Gold Consumer-Driven Health Plan (CDHP) or Silver CDHP.

Article V. Eligibility for Health Benefit Coverage:

5.1 Beginning on January 1, 2021, all public-school employees who work on average a minimum of 17.5 hours per week during the school year or calendar year shall have the right to enroll in a health benefit plan with an employer subsidy to pay for premium and out-of-pocket (OOP) costs. Employees may elect coverage for themselves, their spouses, domestic partners and other qualified dependents from any of the four (4) tiers (e.g., single, two-person, parent/child[ren] and family) in any of the four (4) plans (e.g., Platinum, Gold, Gold CDHP or Silver CDHP) offered by VEHI. Spouses of employees shall include those by marriage, domestic partnerships, or civil unions.

5.2 Full-time status for determining the amount of employer-subsidized coverage for premium costs will be based on full time or full time equivalent (FTE) definitions as locally negotiated or determined.

5.3 Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health

benefit contributions toward premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made in full and not pro-rated.

5.4 Employees will not be subject to a probationary period before being permitted access to health insurance coverage for which they are eligible.

5.5 Health insurance coverage for new employees or employees newly eligible for health insurance coverage will start at the earliest possible date consistent with current VEHI/Blue Cross Blue Shield of Vermont (BCBSVT) enrollment rules.

5.6 An employee seeking to obtain benefit coverage for the employee's domestic partner and the child(ren) of that domestic partner must satisfy the following criteria and submit the attached affidavit to the district business office.

Domestic Partner/Child(ren) of Domestic Partner

The employee and the domestic partner are each other's sole domestic partner and have been in an exclusive and enduring domestic relationship sharing a residence for not less than six consecutive months before enrolling in their school district's health benefit plan; and

The employee and the domestic partner are 18-years old or older; and

Neither the employee nor the domestic partner is married to anyone; and

The employee and the domestic partner are not related by blood closer than

would bar marriage under Vermont law; and

The employee and the domestic partner are competent to enter into a legally binding contract; and

The employee and the domestic partner have agreed between themselves to be responsible for each other's welfare.

The employee may be required to produce documentary evidence in support of a Domestic Partnership affidavit and is required to notify their employer within thirty (30) days after the termination of a Domestic Partnership.

Child[ren] of Domestic Partner:

The child[ren] otherwise meets the eligibility criteria for dependent child[ren] under the eligibility provisions for school health benefit coverage; and

The child[ren] can be, and is, claimed as a dependent by the employee and/or the domestic partner for federal income tax deduction purposes; and

The child[ren] resides with the employee and the domestic partner; and

The employee and the domestic partner have agreed between themselves to be jointly responsible for the child's welfare.

5.7 Duration of Insurance Availability: the health insurance offered under this Document shall be co-terminus with a covered employee's status as an eligible educational employee and will terminate when such status terminates. Nothing herein, however, is intended to affect a former employee's rights under COBRA or to adversely affect a district or the applicable bargaining unit from negotiating

continuing responsibility for COBRA payments in connection with any separation from employment.

Article VI. Premium Cost-sharing: Employers and Employees:

6.1 **For Teachers, Licensed School Administrators:** Each employer will contribute eighty (80%) percent of the Gold CDHP or eighty (80%) percent of the Silver CDHP for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

6.2 **For all Other School Employees:** The premium split for support staff will be status quo in the separate districts through December 31, 2021, but in no case shall exceed twenty (20%) percent of Gold CDHP or Silver CDHP plan for any tier of coverage. Beginning on January 1, 2022 all support staff who are not at the 20% premium contribution level will increase the employee contribution by not more than two (2%) percentage points, not to exceed twenty (20%) percent for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

Article VII. Out-of-Pocket Cost Sharing: Employers and Employees

7.1 For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of-pocket (OOP) costs with first

dollar contributions through a HRA in the following amounts: for licensed administrators and teachers: \$2100 for single-tier coverage and \$4200 for all other tiers of coverage; for support staff \$2200 for single-tier coverage and \$4400 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP any other VEHI plan. For employees enrolled in the VEHI Silver CDHP, employers will pay medical and pharmacy OOP costs with first dollar contributions through an HRA or HSA, at the individual employee's discretion, in the following amounts: For licensed teachers and administrators: \$2100 for a single tier and \$4200 for all other tiers; for support staff \$2200 for a single tier and \$4400 for all other tiers.

Article VIII. Employees Under Part-time Contract in Two or More

Districts/Supervisory Unions:

8.1 **Cost Sharing:** Employees who have part-time contracts with multiple school district employers, but who meet the minimum eligibility standards hereof on the basis of all such contracted for work, shall be eligible for health insurance coverage according to this Document ("Eligible Employee with Multiple Employers") as follows: Each district will bear a proportional premium, OOP and administrative fees sharing responsibility equal to the part time percentage of the employee's contract. For example, if district "A" has a 60% employment contract/relationship with the school employee, District "A" will be responsible for 60% of the total district costs sharing responsibility set forth herein.

8.2 Plan Administration for Multiple District Employee: For an Eligible Employee with Multiple Employers, administration of the employee's health insurance benefits will be the primary responsibility of the district with the largest contractual relationship. In the event two or more districts have identical contractual relationships with the employee, the district that first employed the employee will have responsibility of administering the employee's insurance benefits.

8.3 Transfers Between Educational Employers: If an Eligible Employee with Multiple Employers transfers between two employers bound by this Document during the course of any one calendar year the employee's coverage under the plan shall remain unchanged. However, the employer obligations under this Document shall be appropriately pro-rated between the two employers and the new employer shall take on applicable administrative responsibilities.

Article IX. General:

9.1 All terms and conditions of this Document will be incorporated by reference into existing collective bargaining agreements in accordance with applicable laws.

9.2 All terms and conditions of this Document will be incorporated by reference into school policies or individual employment contracts that govern health benefits for school employees not in recognized bargaining units in accordance with applicable laws.

9.3 Nothing in this Document shall be construed to deny, restrict or add in any way the right to health insurance coverage through an employer's health care plan that employees and their dependents are entitled to under federal COBRA rules, the federal Family Medical and Leave Act (FMLA), Vermont's Family and Medical Leave Laws, or other state and federal statutes.

Article X. Duration of Statewide Document:

10.1 Two and one-half years commencing July 1, 2020 (per statute) with the stipulation that the status quo prevailing in the various districts with respect to health care will remain in effect between July 1, 2020 and December 31, 2020 and to then implement the new state-wide changes on January 1, 2021 in order to correspond to the health care plan's calendar year status and IRS regulations regarding HRA/HSA funding.

Article XI. Transitioning to a Statewide Third Party Administrator Services in the Interim:

11.1 Employers shall pay the administrative expenses charged by the Third Party Administrator (TPA).

11.2 Autopayment to providers will be the default payment method unless requested otherwise by the bargaining unit.

11.3 The TPA chosen shall be able to provide debit cards to facilitate payments when auto-payment is not an option. Debit cards must be provided to employees prior to January 1st of each year of this Document.