

ORANGE SOUTHWEST SCHOOL DISTRICT

SUPPORT STAFF
AGREEMENT

2023-2025

BETWEEN THE SCHOOL BOARD

OF

THE ORANGE SOUTHWEST SCHOOL DISTRICT

AND THE

ORANGE SOUTHWEST EDUCATION ASSOCIATION/

SUPPORT STAFF UNIT NERMONT-NEA

TABLE OF CONTENTS

Page numbers adjusted accordingly

ARTICLE

ARTICLE I	RECOGNITION	1
ARTICLE II	NEGOTIATIONS	1
ARTICLE III	GRIEVANCE PROCEDURES.	1
ARTICLE IV	ASSOCIATION RIGHTS AND PRIVILEGES	3
ARTICLE V	TRANSFER.	4
ARTICLE VI	REDUCTION IN FORCE	4
ARTICLE VII	EMPLOYEE CLASSIFICATIONS	5
ARTICLE VIII	INSURANCE	5
ARTICLE IX	LEAVES OF ABSENCE AND HOLIDAYS.	7
ARTICLE X	WAGES AND WORK DAY.....	10
ARTICLE XI	EMPLOYMENT	12
ARTICLE XII	COMPLETE AGREEMENT	12
ARTICLE XIII	SEVERABILITY	12
ARTICLE XIV	DURATION.	12
APPENDIX A	SUPPORT STAFF HIRING GUIDE.....	13
	ADDITIONAL COMPENSATION FOR COURSEWORK...	14
APPENDIX B	V.S.A. CHAPTER 61 (STATE HEALTH INSURANCE)...	15

ARTICLE I - RECOGNITION

1.1 The School Board for the Orange Southwest School District (the "Board") does hereby recognize the Support Staff Unit/Orange Southwest Education Association, Vermont-NEA (the "Association") as the exclusive representative for purposes of collective bargaining negotiations, as defined by Chapter 22 of Title 21 Vermont Statutes Annotated ("V.S.A."), for a bargaining unit consisting of support staff employees as defined by the Vermont Labor Relations Board Order of Certification dated November 5, 1987, (Docket Nos. 87-13 and 87-14 and any amendments thereto).

1.2 Unless otherwise indicated, members of the bargaining unit will be referred to as "employee."

1.3 The bargaining unit noted herein shall not include any individual who works 20 hours or less per week.

1.4 The term Board or School Board shall refer to the Board of School directors for the district.

ARTICLE II - NEGOTIATIONS

2.1 On or before October 1 of the school year prior to which this Agreement expires, either the association or Board may notify the other party if it desires to negotiate a successor to this agreement.

ARTICLE III - GRIEVANCE PROCEDURES

3.1 A "grievance" is a claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of the expressed terms of this Agreement.

3.2 No grievance shall be valid unless it is submitted to Step 1 of the procedure herein within twenty (20) days of the grievant's knowledge of the first occurrence that gave rise to the grievance. Failure by the grievant or his/her representative to adhere to these procedures within the specified time period shall terminate the grievance as null and void. Failure of the appropriate representative of the Board to render a decision within the specific time shall be construed as a denial of the grievance, and the grievant may then proceed to the next step.

3.3 For the purpose of this Article, "days" shall consist of those days when school is in session (student attendance days) except that when a grievance is submitted on or after June 1, time limits shall consist of all weekdays (Monday - Friday), excluding legal holidays as defined in 1 VSA Chapter 7, so that the matter may be resolved before the close of the school term or as soon as possible thereafter. Between the first official day of school and the last day of school, all days shall consist of weekdays (Monday through Friday) exclusive of legal holidays as defined by Chapter 1 V.S.A. Time periods specified in this procedure may be extended by mutual agreement in writing between the grievant and the appropriate administration official.

3.4 The grievant shall, at all steps in the formal grievance procedure, be entitled to representation by the Association. At no time shall the grievant be represented by a member of the administration.

3.5 The parties acknowledge that it is usually most desirable for an employee and the immediate supervisor to resolve problems through free and informal communication. When requested by the employee, the Association representative may intervene to assist in the resolution at this informal level. The involved supervisor shall give an answer within five (5) days following a meeting at this level. However, should such informal processes fail to satisfy the staff member or the Association then a class grievance may be initiated. The grievance shall be

reduced to writing and the grievance processed as described in the following sections. The grievance submitted at all steps shall contain the alleged violation, the section of the agreement involved, and the redress sought. Initial correspondence under this Article shall be by registered mail or personally delivered to the addressee. Expected communication may be sent via email.

3.6 PROCEDURE

Step 1: The grievant will, if pursuing the grievance, forward a written copy of the grievance to the Administrative Supervisor. A copy thereof shall, at the same time, be filed with the Superintendent and the Association. The Administrative Supervisor shall arrange for a meeting with the grievant and the Association representative(s) to take place within five (5) days of his/her receipt of the grievance. Each party shall have the right to include in its representation such witnesses as it deems necessary. The Administrative Supervisor shall, within six (6) days following this hearing, give a written decision, copies of which shall be given to the grievant, the Superintendent, and the Association. Such a written answer shall include the reason(s) upon which the decision was based.

Step 2: If the grievance is not resolved at Step 1, the grievant may, within six (6) days of receipt of the Administrative Supervisor's written response, forward the grievance in writing to the Superintendent together with written reason(s) for dissatisfaction with the decision of the Administrative Supervisor. The Superintendent shall arrange for a meeting with the grievant and the Association representative(s) to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary. The Superintendent shall, within ten (10) days of this hearing, give a written decision, copies of which shall be given to the grievant and the Association. Such written answer shall include the reason(s) upon which the decision is based.

Step 3: If the grievance is not resolved at Step 2, the grievant, within ten (10) days of receipt of the Superintendent's written response, will forward the grievance in writing to the Chairperson of the School Board, together with written reason(s) for dissatisfaction with this decision of the Superintendent. The Superintendent shall arrange for a meeting with the grievant and the School Board to take place within fifteen (15) days of the School Board's receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary. The Board shall, within ten (10) days of this hearing, give its written decision, copies of which should be given to the grievant and the Association. Such written answer shall include the reason(s) upon which the decision is based.

Step 4: If the grievance is not resolved at Step 3, the Association may, within fifteen (15) days of receiving the Board's decision or the deadline for such receipt, demand binding arbitration of the grievance. Such demand shall be in writing and shall be delivered by certified mail to the Superintendent. The arbitrator shall be determined by mutual agreement between the Board and the Association. Should the parties be unable to agree upon the selection of an arbitrator within ten (10) days after the date of the demand for arbitration, the grievance may be referred to the American Arbitration Association (AAA) pursuant to its Voluntary Arbitration Rules; the grievance will be filed with the AAA no later than twenty (20) days after the demand for arbitration is delivered to the Superintendent. If arbitration is not requested within the time period set forth herein, the grievance shall be deemed to be null and void.

3.7 The expenses of the arbitrator's services shall be borne equally by the Board and the Association; however, each party shall be responsible for compensating its own representative and witnesses. If either party desires a transcript of the arbitration hearing, then that party shall bear the full cost of said transcript.

3.8 The arbitrator's authority shall be limited to interpreting and applying the express provisions of this Agreement and he/she shall have no power to add or subtract from, alter or modify any of said provisions. The arbitrator shall be limited to the issues raised by the parties.

3.9 No reprisals of any kind will be taken by the Board or the Association against any person because of his/her participation or refusal to participate in this grievance procedure.

3.10 A grievance may be withdrawn or settled at any level without establishing precedent. The grievant shall retain the right to withdraw a grievance at any stage of this procedure.

ARTICLE IV -ASSOCIATION RIGHTS AND PRIVILEGES

4.1 The Board agrees to deduct from employees' salaries dues for the Support Staff Unit of the Orange Southwest Education Association, the Vermont-NEA, and the National Education Association as said employees individually and voluntarily authorize said deductions. Money shall be transmitted on a monthly basis to the treasurer of the Association and the Association shall disburse such monies to the appropriate Association or Associations. Authorizations will be in writing and continuous from year to year as long as the person remains employed by the school district unless he or she notifies the Association, in writing, prior to August 1 of any year that he or she wishes to withdraw his/her authorization for dues deductions. The Association shall notify the school district with written directives on or before September 15th, to revoke present authorizations or change the rate of membership dues. Deductions shall be in substantially equal amounts from each of the employee's paychecks. Authorizations received by the school district after September 15 shall be honored, and deductions shall be made in substantially equal amounts from each of the remaining paychecks.

4.2 The Association or its representatives shall have the right to use such facilities and equipment as are normally located for employee use within the school, as well as school audio-visual equipment, at reasonable times and upon appropriate request to the Principal, provided that such use does not interfere with the teaching of pupils or interrupt normal school operations. Any cost for repair or replacement as a result of such use of the equipment will be borne by the Association.

4.3 The Association will have the right to conduct local Association meetings in the school buildings, in accordance with Board policies.

4.4 Employees who work second shift shall be allowed to adjust their work schedule by one (1) hour with advance notice to their immediate supervisor up to three (3) times per year for the purpose of attending Association meetings.

4.5 The Board is charged by law with the responsibility for and authority to manage and direct the operation of the system. However, in the exercise of such responsibility and authority, the Board shall conform to the provisions of the Agreement to the extent permitted by law. In recognition of the fact that the Board is vested with the responsibility for assuring the quality of education and the efficient and economical operation of the District, it is hereby agreed that except as specifically limited by the terms of this Agreement, the Board retains all rights and powers that it has or may hereafter be granted by law and may exercise such powers at its discretion. The Board's exercise of any management right or function in a particular manner under this Agreement shall not preclude the Board from exercising the same right or function in any other manner which does not violate 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.

4.6 By October 1 of each school year the Board shall provide to the Association a list of all employees in the bargaining unit. When a new employee is hired, the Board will provide that new employee's name to the Association in writing within thirty (30) days of the date of hire.

ARTICLE V - TRANSFER

5.1 Any employee who transfers from one school to another within the Supervisory Union shall retain all seniority and salary placement from previous position unless the transfer is an advancement in which case a salary adjustment will be made. Benefits are based upon employee classifications listed in Article 7.

ARTICLE VI - REDUCTION IN FORCE

6.1

a. The School Board agrees that a support staff reduction in force will be made on a seniority basis within position titles within each school district according to job categories noted below, except as noted in 6.1-b.

- PARAPROFESSIONAL
- HEADCOOK
- COOK
- ADMINISTRATIVE ASSISTANT
- CLERK/SECRETARY
- CUSTODIAN
- LEAD CUSTODIAN
- MAINTENANCE WORKER

b. Individual Paraprofessionals are not subject to the provisions outlined in Article VI. When a student's IEP or Section 504 Plan no longer requires the services of the Individual Paraprofessional, or the student no longer attends school for any reason, the Individual Paraprofessional will be provided ten (10) working days' notice of his/her reduction in force.

6.2 The Superintendent of Schools will advise the Association of proposed reductions in support staff personnel prior to the Board's final decision.

6.3 Support Staff members shall accrue seniority in specific positions as follows:

a. Seniority will accrue from the date of a support staff member's most recent period of continuous employment.

b. Part-time support staff members will accrue seniority on a pro-rata basis.

6.4 A support staff member about to be released from contract due to staff reduction action may apply for any vacancies for which he/she is qualified in the judgment of the Superintendent of Schools. He/she shall be given preferential consideration over candidates not already under contract to the Board of Education.

6.5 If the Superintendent of Schools decides to recommend a reduction in staff action, the affected support staff member will be notified by the Superintendent when that recommendation is made to the Board of Education. Written notice to the employee shall be provided ten (10) working days prior to the effective date of the layoff; in lieu of this, employees may be provided written notice of immediate termination and ten (10) days of pay at the employee's regular wage rate and scheduled hours.

6.6 Any support staff member about to be released from contract due to reduction in force action shall be allowed up to three (3) days of unpaid leave for the purpose of interviewing for a new position.

6.7 Any support staff member terminated under a reduction in force will have the first opportunity to fill the position so eliminated if it later becomes available during the ensuing two (2)

years. The support staff member will be notified by certified mail. It will be the responsibility of the support staff member to keep a current address on file with the Superintendent. If a support staff member is offered the position and refuses to accept the position within twelve (12) business days of the date of the receipt of this offer, he/she will no longer be considered for that position.

ARTICLE VII - EMPLOYEE CLASSIFICATIONS

7.1 Twelve Month Employees:

Employees who work forty (40) hours per week, twelve (12) months per year, shall be regular full-time twelve-month employees. Twelve-month employees who work less than forty hours per week shall receive all benefits of a regular full-time twelve month employee on a pro-rata basis.

7.2 School Year Employees:

- Who work 32 or more hours per week are regular full-time employees.
- Who work less than 32 hours per week are part-time employees.

ARTICLE VIII • INSURANCE

8.1 The Board agrees to provide insurance coverage for each regular full-time, twelve-month employee, subject to the eligibility requirements of the individual carrier, as set forth in this Article. Said insurance coverage shall be provided with the recognition that the Board shall be held harmless for any and all cost or claims in the event that the insurance carrier denies coverage of such a claim. With the approval of the Association, the Board reserves the right to change insurance plans or carriers provided the coverage under the new plan is comparable to that of the plan noted herein.

8.2 MEDICAL INSURANCE

The medical insurance benefit will be prorated for part-time employees more than 20 hours and less than 30 hours per week.

a. Beginning January 1, 2018, the Board shall provide for each regular full-time twelve month employee single, two person or multi-person coverage as appropriate under any plan offered by VEHI. The Board shall pay 86% of the premium cost of the Gold CDHP plan toward total premium costs of the plan chosen by the employee. The Board shall establish an integrated Health Reimbursement Arrangement (HRA), with the Employee assuming responsibility for the first 14% of the out of pocket expenses covered by the HRA and the Board responsible for the next 86%. The HRA administrative fees shall be paid by the Board. The HRA shall cover only treatment and prescription costs for which the employee is responsible under the selected health insurance plan. Any rebate accruing to the district based upon the employees in the MHCP shall be retained by the Board to help defray the cost of health care premiums.

b. Beginning January 1, 2018, the Board shall provide for each school year employee scheduled to work thirty (30) or more hours per week, single coverage as appropriate under any available VEHI plan, with the Board paying 86% of premium cost for single coverage under Gold CDHP toward premium costs of the plan chosen by the employee. The Board shall establish an integrated Health Reimbursement Arrangement (HRA) for a single person plan, with the Employee assuming responsibility for the first 14% of the out of pocket expenses covered by the HRA and the Board responsible for the next 86%. The HRA administrative fees shall be paid by the Board. The HRA shall cover only treatment and prescription costs for which the employee is responsible under the selected health insurance plan. Any rebate accruing to the district based upon the employees in the MHCP shall be retained by the Board to help defray the cost of health care premiums. Any rebate accruing to the district based upon the employees in the MHCP shall be retained by the Board to help defray the cost of health care premiums.

c. Effective July 1, 2020, pursuant to 16 V.S.A. chapter 61 (Commission on Public School Employee Health Benefits) health care benefits 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 the Appendix B of this collective bargaining agreement.

8.3 DENTAL INSURANCE

a. Each regular full-time twelve-month employee will be entitled to the CBA Blue dental insurance plan (outline of benefits is noted below in paragraph b). All other employees will be entitled to participate in the same plan but at the employee's expense. Employee payments for such coverage shall be converted through an administrative mechanism to pre-tax expenses to the extent allowed by law. Any such election by an employee must be made at the beginning of the contract year. Once enrolled, the employee may not withdraw during that contract year.

b. The School Board will pay one hundred percent (100%) of the premium cost necessary to provide single, two-person or family coverage in a dental plan with benefits equal to the current insurance plan. The School Board may use whatever premium payment scheme it selects as long as the benefits provided by the contractually designated dental insurance program, identified herein above, are not altered, diminished or otherwise changed.

DENTAL INSURANCE:

Class 1 - Diagnostic/Preventive Care	100%
Class 2 - Basic Care	100%
Class 3 - Major Care	75%
Class 4 - Orthodontic Care	50%
Individual Plan Year Deductible:	None
(applies to classes 1,2,3, &4)	
Individual Plan Year Maximum (classes 1, 2 &3): \$1,300.	
Individual Lifetime Maximum (class 4 only): \$1,000	

8.4 LIFE INSURANCE

For each full-time twelve-month employee, the Board will provide group term life insurance coverage in the face amount of Five Thousand (\$5,000) Dollars. In the event of accidental death, such insurance will pay double the face amount.

8.5 Part-time employees may participate in the insurance plans at their own expense by paying the balance after the appropriate Board contribution is applied to the cost of said plan.

8.6 DISABILITY INSURANCE

a. The School Board shall pay one hundred percent (100%) of the premium cost of long-term disability insurance. The policy must be the VEHI Lincoln Financial Group Long Term Disability policy or an equivalent policy. The insurance will have a monthly benefit of two-thirds of salary at the time of disability (less offsets), and elimination period of 90 calendar days, and a benefit period extending to age 65.

b. Employees with up to three (3) years of seniority: Once an employee has been receiving a combination of sick leave and long-term disability benefits pursuant to this Agreement for a period of six (6) months, said employee shall no longer be considered an employee of the District. Once this six (6) month period has expired, the District will no longer be responsible for contributing toward the premium costs of any insurance plan provided by this Agreement.

c. Employees with three (3) or more years of employment: The employee shall continue to receive all insurance benefits for a period of six (6) months of combined sick leave and long-term disability benefits. Once said employee is absent for twelve (12) months, he/she shall no longer be considered an employee of the District.

ARTICLE IX - LEAVES OF ABSENCE AND HOLIDAYS

9.1 Employees shall be eligible for leaves of absence and holidays as set forth herein.

9.2 PAID HOLIDAYS

a. Each regular full-time twelve-month employee shall receive ten (10) paid holidays per calendar year. These holidays are as follows:

1. Labor Day
2. Veterans Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas
6. New Year's Day
7. President's Day or Bennington Battle Day
8. Town Meeting Day
9. Memorial Day
10. Independence Day

When a holiday falls on a Saturday, it shall be observed on the preceding Friday.

When the holiday falls on a Sunday, it shall be observed on the following Monday.

b. Each regular school year employee and part-time employee shall receive seven (7) paid holidays per calendar year. These holidays are as follows:

1. Labor Day
2. Veterans Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Day
6. Town Meeting Day
7. Memorial Day

9.3 SICK LEAVE

a. Employees shall be entitled to paid leave for absences due to personal illness and physical disability, including disabilities connected with or resulting from pregnancy, as set forth herein.

b. When a disability can be foreseen, as in the case of elective surgery and pregnancy, the employee shall notify his/her supervisor of the expected commencement date of the sick leave as soon as this date is determinable. The administration may request a medical certification to verify any illness or disability which results in more than three (3) days absence of the employee. In the event that the administration, at its sole discretion, requires the employee to be examined by an administration designated doctor, the District will pay the cost attendant to said examination. Sick leave shall not be granted for injuries, illness, or diseases compensable under the Workers' Compensation Statute.

1. Each regular full-time twelve-month employee shall accrue sick leave at the rate of 20 days per year (1.66 days per month) to a maximum accrual of ninety (90) days, including the sick leave days allowed for the current school year at the time of consideration for disability insurance benefits. Those staff members who have accumulated more than 90 days prior to the 1996-97 school year remain entitled to those days, but once those days over 90 are used, members may not accumulate more than 90 days.

2. Each regular school year employee shall accrue sick leave at the rate of 1.66 days per month to a maximum fifteen (15) days per school year. Unused sick leave shall accumulate from year to year to a maximum of ninety (90) days, including the sick leave days allowed for the current school year at the time of consideration for disability insurance benefits. Those staff members who have accumulated more than 90 days prior to the 1996-97 school year.

remain entitled to those days, but once those days over 90 are used, members may not accumulate more than 90 days.

3. Each regular part-time employee shall accrue sick leave at the rate of one (1) day per month to a maximum of nine (9) days per year. Unused sick leave shall accumulate from year to year to a maximum of fifty (50) days.
4. Up to five (5) sick leave days a year may be used in the event there is an illness in the family.

9.4 ANNUAL VACATION LEAVE

a. Each regular full-time twelve-month employee shall earn annual paid vacation leave according to the following schedule:

<u>Continuous Years of Service</u>	<u>Days Earned Per Month</u>
0 - 5 years	1 day per month (12 days annually)
6 - 10 years	1.25 days per month (15 days annually)
11 - 15 years	1.5 days per month (18 days annually)
16 - 20 years	1.75 days per month (21 days annually)
21 years and over	2 days per month (24 days annually)

b. Earned vacation leave may be taken either during the fiscal year in which it is earned or during the fiscal year next following the year in which it was earned. The foregoing notwithstanding, an employee may carry forward into the following fiscal year no more than 1.5 times his/her annual number of accrued days. Vacation scheduling shall be approved by the employee's immediate supervisor in concert with the Principal.

c. Each school year and part-time employee shall earn annual paid vacation leave according to the following schedule. The scheduling of said leave shall be approved by the employee's supervisor in concert with the principal and shall not be carried forward from year to year. One (1) paid vacation leave day per year may be used at any time. Any additional days may only be used on days when students are not in session.

<u>Continuous Years of Service</u>	<u>Days Earned Per Year</u>
0-4 years	1 day
5-14 years	2 days
15 years and over	3 days

9.5 EMERGENCY/PERSONAL LEAVE

Each employee shall be eligible for three (3) days of paid personal/emergency leave per year as set forth herein. Additional emergency leave may be granted at the sole discretion of the administration for such emergency situations as: emergency medical appointments, bereavement, unusually hazardous weather conditions and court appearances. Personal/emergency leave shall not be accumulated from year to year.

9.6 MILITARY/JURY DUTY

Each regular full-time twelve month and school year employee who is directed to perform full-time military duty, not to exceed ten days, or is selected for jury duty shall be paid the difference between the employee's regular base rate of pay and the amount of income earned from military or jury service provided the employee's regular base rate of pay is greater than the payment for military or jury duty.

9.7 STATUTORY LEAVE: 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") for eligible employees. Whenever an employee is 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 PFLA for the same occurrence, both the leave provided pursuant to the Agreement and that which is provided pursuant to the FMLA/PFLA will be provided concurrently. Also, FMLA/PFLA leave will be provided concurrent with Workers' Compensation benefits where concurrent entitlement exists. The employee may elect to use up to six (6) weeks of any paid leave (to which the employee is entitled under the terms of this Agreement) during any period of leave provided pursuant to FMLA and/or PFLA. All other matters regarding the administration of leave provided pursuant to the FMLA and the PFLA shall be as provided by the District's policies and practices.

9.8 OTHER LEAVES

An unpaid leave of absence may be granted at the sole discretion of the Superintendent, but a denial of a request may be appealed to the Board.

9.9 BEREAVEMENT LEAVE

Up to three (3) days per occurrence, not cumulative, shall be granted each employee, subject to the approval of the Principal, because of a death in the immediate family. Immediate family shall be defined as parents, spouse, Vermont Civil Union partner, siblings, grandparents, children (including step/foster children and those for whom the teacher has been appointed guardian), grandchild and the corresponding in-laws of same. Bereavement leave may be extended at the discretion of the Superintendent.

9.10 Sick Bank

A sick leave bank for use by staff covered by this contract who have exhausted accrued sick leave will be established.

- A. All staff will contribute one (1) day of sick leave to the bank to establish it.
- B. Therefore, any staff new to the system shall contribute one (1) day of sick leave to the bank in the first year of employment.

Any staff member may request the use of days from this pool under the conditions noted herein. Such requests will be submitted, in writing, accompanied by supporting documentation, to the superintendent. Use of these days must be consistent with the following provisions:

- A. The staff member, their child, stepchild, ward, parent, parent-in-law, spouse or domestic partner (as defined under the district's health insurance plan) must suffer from a major health condition or serious illness. Major health condition or serious illness would be as is defined by FMLA/VPFLA. A staff member need not, necessarily be eligible for FMLA/VPFLA as is defined by FMLA/VPFLA.
- B. The recipient(s) must have exhausted all personal sick leave.
- C. Adequate medical evidence of serious illness will be provided.

Initial grant of sick leave to an eligible staff member shall not exceed sixty (60) days. Upon completion of the first sixty (60) days, the period of entitlement may be extended by the superintendent

upon demonstration of need by the applicant.

If the sick leave bank is exhausted, each staff member with twenty (20) or more days of accrued sick leave will donate one (1) day to replenish the bank.

ARTICLE X - WAGES AND WORK DAY

10.1 The hiring rate established in **Appendix A** are attached hereto. The Superintendent shall have the discretion to determine the prior experience for which the new employee shall receive credit. No current employee shall make less than a new hire would make with the same experience and training as described in **Appendix A**. Existing employees will receive the following increases to their regular wage rates:

- School year 2023-24 - \$2.10 wage increase, applied to both individual salaries of current employees and the Appendix A Support Staff Hiring Guide.
- School year 2024-25 - \$1.60 wage increase, applied to both individual salaries of current employees and the Hiring Grid from the 2023-24 salaries.

Payroll periods shall follow state law and established at the sole discretion of the Superintendent. Each employee will designate a financial institution for the automatic deposit of his/her paycheck.

10.2 CALL-IN PAY

A custodian or maintenance worker who is called in to work during off duty hours shall be paid as follows:

- Less than one hour = one hour { @ 1.5 X reg. hourly rate }
- One to three hours = three hours { @ 1.5 X reg. hourly rate }
- Over three hours = actual time worked (@ 1.5 X reg. hourly rate)

10.3 OVERTIME

An employee shall be paid one and one-half times his/her basic hourly rate for all hours worked in excess of 40 hours per week, not 8 hours per day. When a custodian or maintenance employee is asked to work on a Saturday or Sunday and voluntarily agrees to do so, when such time is not part of his/her regular work schedule, he/she shall be paid one and one-half times his/her basic hourly rate for all hours worked.

10.4 PERSONAL VEHICLE USE

An employee who is directed to use his/her personal vehicle shall be reimbursed for actual mileage at the current IRS rate. Except to deal with an emergency situation, bargaining unit employees shall not be required to transport students in their personal vehicles. However, an employee may voluntarily agree to transport students in their personal vehicles. The District shall maintain insurance coverage for employees who are authorized to transport students.

10.5 Each employee shall be assigned a duty-free lunch period each day per school practice.

10.6 If an employee is required or requested to attend a faculty meeting, EPT (Evaluation & Planning Team) or committee meeting, he/she shall be paid at his/her normal hourly rate of pay for such time until forty (40) hours per week is reached. No employee shall or shall be expected to attend such a meeting without pay.

10.7 Paraprofessionals who agree to serve as a substitute teacher shall receive their salary plus twenty-five dollars (\$25) or the regular substitute rate of pay, whichever is greater. No paraprofessional shall be forced to substitute if he/she does not wish to do so.

10.8 TUITION

Any employee covered by this agreement will be entitled to \$1,900 per contract year for college courses/workshops/seminars that are: 1) relevant to his/her current position; and 2) approved by the Superintendent of Schools before the first meeting of the course. All reimbursable courses must be completed with a passing grade of B- or higher or its equivalent. Upon approval by the Superintendent, the District shall pre-pay fifty percent (50%) of the tuition or enrollment cost for the approved course/workshop/seminar and shall reimburse the employee for the remaining tuition/enrollment cost once the employee has provided proof of payment and satisfactory completion of the course/workshop/seminar. In the event that the employee fails to satisfactorily complete the course/workshop/seminar, the employee shall repay the District the amount of the money pre-paid by the District and said payment shall be automatically deducted from the employee's paycheck(s) based on a payment schedule determined by the Superintendent. It is understood that the approval of tuition payment costs under this section does not constitute approval for purposes of wage schedule advancement; however, successfully completed approved college courses shall be approved for wage schedule advancement.

10.9 The paid work year of all paraprofessionals shall include no less than three in-service days as provided for in the annual school calendar. The district will provide written notification to all paraprofessionals of the in-service days they must work, and of the training opportunities or instruction that will be available to them on those days. Principals retain the discretion to provide more than three days of in-service training to the paraprofessional staff as the need arises. The paraprofessional staff shall have the right to solicit from among their ranks and present annually to the local administration and/or to district committees charged with the planning and organization of in-service training specific recommendations concerning the training needs of paraprofessionals and the utilization of in-service days for this group of employees. These recommendations will be given due consideration by the appropriate sources, but it is understood that they are advisory only.

10.10 PERSONAL CARE ASSISTANT

Employees who, as part of their regular assignment duty or at the request of a teacher or supervisor, 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 not typically be required to perform said duties alone; rather, another adult employee shall be made available to assist with said duties and/or to serve as a witness to the performance of said duties. However, it is understood that it may be necessary for an employee to perform these services without another employee present in order to meet the immediate needs of a student or to deal with an emergency situation, i.e., the employee may not refuse to perform these duties alone. The conditions noted in this section shall be included in all paraprofessional job descriptions.

ARTICLE XI • EMPLOYMENT

11.1 Except as otherwise set forth in this Article, no employee shall be suspended or dismissed without just cause.

11.2 Other provisions of this Article notwithstanding, employees shall serve a six (6) month probationary period commencing with the first day of employment. During said probationary period the employee may be discharged at the sole discretion of the superintendent.

11.3 Each support staff employee will be issued an individual employment contract approved by the Superintendent by May 1st. The contract shall include the total number of workdays the employee will be scheduled to work; these days may be increased prior to or during the year based upon the needs of the District.

Each support staff employee will sign and return his/her employment contract to the Superintendent within ten (10) days of receipt or contract will be null and void.

11.4 Each employee will be given a copy of his job description and this Agreement at the time of employment.

11.5 The Association will have the right to review individual employment contracts of newly hired ESP employees to verify that he/she has been properly placed on the wage schedule and is receiving benefits in proportion to his/her employment status. The Association President shall be sent a copy of board meeting minutes to provide notice of newly hired employees.

ARTICLE XII - COMPLETE AGREEMENT

12.1 This Agreement constitutes the entire agreement between the Board and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties. All matters not included in this Agreement shall be deemed to have been raised and disposed of as if covered herein.

ARTICLE XIII - SEVERABILITY

13.1 If any provision of this Agreement is subsequently found to be unlawful, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to negotiate a substitute provision.

ARTICLE XIV - DURATION

14.1 The provisions of this Agreement shall be effective as of July 1, 2023 and will continue in full force and effect until June 30, 2025. Said Agreement will automatically be renewed and will continue in full force and effect for an additional period of one year unless the provisions of Article II of this Agreement are invoked.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on this 12th
day of April, 2023

For the Association:

Rosa Wright

For the District:

Annalicia

APPENDIX A

2023-2024 SUPPORT STAFF HIRING GUIDE

	Experience/Training Levels		
	0	1	2
	Entry level position; 0-2 years previous, similar experience and/or training.*	Mid-level position; 3-4 years previous, similar experience and/or training.*	5+ years previous, similar experience and/or training.*
Custodian	\$17.04	\$17.55	\$18.07
Lead Custodian	\$17.55	\$18.07	\$18.58
Maintenance	\$17.81	\$18.32	\$18.84
Cook	\$16.52	\$17.04	\$17.55
Head Cook	\$16.78	\$17.29	\$17.81
Paraprofessional	\$16.52	\$17.04	\$17.55
Clerk/Secretary	\$16.52	\$17.04	\$17.55
Administrative Asst.	\$17.81	\$18.32	\$18.84

2024-2025 SUPPORT STAFF HIRING GUIDE

	Experience/Training Levels		
	0	1	2
	Entry level position; 0-2 years previous, similar experience and/or training.*	Mid-level position; 3-4 years previous, similar experience and/or training.*	5+ years previous, similar experience and/or training.*
Custodian	\$18.64	\$19.15	\$19.67
Lead Custodian	\$19.15	\$19.67	\$20.18
Maintenance	\$19.41	\$19.92	\$20.44
Cook	\$18.12	\$18.64	\$19.15
Head Cook	\$18.38	\$18.89	\$19.41
Paraprofessional	\$18.12	\$18.64	\$19.15
Clerk/Secretary	\$18.12	\$18.64	\$19.15
Administrative Asst.	\$19.41	\$19.92	\$20.44

The Superintendent shall have the discretion to determine whether a candidate's "training" is appropriate to the position. The salary level of new employees will be determined by experience and level of education in conformance with the Hiring Guide as confirmed by the Superintendent of Schools. Except as noted herein, new employees shall not be placed higher on the Hiring Guide than the Skill Level/Experience 2, plus additional compensation for credits, if applicable. When a former bargaining unit employee is rehired by his former school district or hired by any other district that is party to this Agreement, within six (6) months of resigning, the employee shall be paid at his/her previous district wage rate; the employee shall also retain any previously accrued but unused sick leave and vacation entitlement [for which he/she was not paid] and prior service credit for vacation entitlement.

ADDITIONAL COMPENSATION FOR

COLLEGE LEVEL COURSE WORK

Any employee covered by this agreement will be compensated for related college course work according to the following schedule. All support staff members will be eligible to receive college credit for workshops they attend during the term of this Agreement at the rate of one (1) college credit for every 15 hours of workshop participation.

<u>College Credits</u>	<u>Hourly Rate AdJustment</u>
30-59 credit hours of Related College Courses	(.25)
60-89 credit hours of Related College Courses	(.25)
90-120 credit hours of Related College Courses	(.50)

The Superintendent of Schools will determine the suitability of college courses for an hourly rate adjustment.

An employee who anticipates a change in his/her salary status due to accumulated college course work must notify the Superintendent of Schools in writing on or before November 30th of the year preceding the anticipated completion of courses. Confirmation (transcripts, etc.) of completed college courses must be filed in the Superintendent's office on or before October 1st of the school year in which the employee is eligible to receive the hourly rate adjustment.

Failure to comply with the foregoing dates may negate any hourly rate adjustment to an employee's salary.

APPENDIX B

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 2 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.