

ORANGE SOUTHWEST SUPERVISORY UNION

NON-UNION AGREEMENT

2022-2026

This policy covers employees who are employed for 20 hours or less per week.

ARTICLE I: SALARY AND RELATED MATTERS

Wages

Effective July 1, 2022, wages for all non-union employees will be computed on an hourly basis. Bus drivers will be paid at the following rate:

- \$100.84 per day (\$25.21/hour) for the 2022-2023 school year;**
- \$103.87 per day (\$25.97/hour) for the 2023-2024 school year;**
- \$106.99 per day (\$26.75/hour) for the 2024-2025 school year;**
- \$110.20 per day (\$27.55/hour) for the 2025-2026 school year.**

All personnel will be required to complete a bi-weekly time sheet which must be approved by their immediate supervisor and submitted to the Central Office Payroll Clerk in conformance with an established payroll schedule. Payroll periods shall be established at the sole discretion of the Superintendent.

Employees who run a regular bus route will be paid for a minimum of two-hours for running that route.

Extra-curricular trips

2022-23

- 1/3 of the total trip time will be paid at \$25.21 per hour
- 2/3 of the total trip time will be paid at \$15.77 per hour

2023-24

- 2/3 of the total trip time will be paid at \$25.97 per hour
- 1/3 of the total trip time will be paid at \$16.27 per hour

2024-25

- Pay for all bussing trips will be \$26.75 per hour.

2025-26

- Pay for all bussing trips will be \$27.55 per hour.

The Transportation Supervisor will maintain a current compensation review of OSSU bus drivers in relation to its regional counterparts. Through the duration of this contract, if the OSSU compensation becomes uncompetitive, negotiations will be reopened during the budget preparation season to consider amendments.

Call In Pay

An employee who is called in to work during the employee's off-duty hours shall be paid a minimum of three (3) hours pay at one and one-half times the employee's basic hourly rate provided the

employee works a minimum of one (1) hour. An employee who is called in and works less than one hour shall be paid one hour at one and one-half times the basic hourly rate. An employee who is so called in and works more than three hours shall be paid for time actually worked at one and one-half the basic hourly rate.

Overtime

An employee shall be paid one and one-half times the basic hourly rate for all hours worked in excess of 40 hours per week (not 8 hours per day).

Mileage Reimbursement

An employee who is directed to use a personal vehicle shall be reimbursed for actual mileage at the per mile rate set forth in the existing IRS rate.

Meetings

If an employee is required or requested to attend a staff meeting, the employee shall be paid at the normal hourly rate of pay for such time until eight (8) hours a day or forty (40) hours per week is reached.

Change in Law or Regulations

Should a change in law or regulation invalidate any part of this agreement, the parties have a responsibility to negotiate new contract language to ensure, as much as possible, that each party is left whole.

ARTICLE II: LEAVES OF ABSENCE

Annual Leave

Each employee shall be entitled to one (1) day of annual paid vacation leave per fiscal year. Said leave is subject to administrative approval and shall not be carried forward from year to year.

Sick Leave

Each employee shall accrue sick leave at the rate of one-half (1/2) day per month to a maximum of five (5) days per year. Unused sick leave shall accumulate from year to year to a maximum of thirty (30) days. Sick leave benefits shall be voided upon date of termination of employment.

Well Days

Each employee will be reimbursed at 50% of their daily pay for unused sick days accumulated annually in excess of the maximum (30 days) allowed.

Emergency/Personal Leave

Each employee shall be eligible for five (5) days of paid emergency/personal leave per year as set forth herein. 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. Emergency/personal leave shall not be accumulated from year to year.

Military/Jury Duty

Each 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.

Other Leave

An unpaid leave of absence may be granted at the sole discretion of the Superintendent.

ARTICLE III: PAID HOLIDAYS

Each employee shall receive six (6) paid holidays per calendar year. These holidays are as follows:

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

ARTICLE IV: OTHER BENEFITS

Apparel

Bus drivers will be issued appropriate apparel each year for use while performing their duties, as determined by the Transportation Coordinator.

ARTICLE V: EVALUATIONS

Each employee may be evaluated annually by the Transportation Coordinator. Unsatisfactory evaluations may be appealed to the Superintendent.

ARTICLE VI - GRIEVANCE PROCEDURES

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

6.2 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 Superintendent 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.

6.3 For the purpose of this Article, "days" shall consist of those days when school is in session (student attendance days). Between the first official day of school and the last day of school, all days

shall consist of week days (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.

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

6.5 The parties agree that it is usually desirable for the employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Should such informal processes fail to satisfy the employee, the grievance shall be reduced to writing and processed as set forth herein. The formal written grievance document submitted at all steps shall include a statement of the specific problem being grieved, reference to the specific sections of the Agreement that have allegedly been violated, the date the alleged violation occurred and a statement of the redress sought.

6.6 PROCEDURE:

Step 1: The grievant shall forward a written copy of the grievance to the Transportation Coordinator in the form indicated herein. The Transportation Coordinator shall arrange for a meeting with the grievant to take place within five (5) days of receipt of the grievance. The Transportation Coordinator shall, within five (5) days following this hearing, provide a written response to the grievant which shall include the reason upon which the decision is based.

Step 2: If the grievance is not resolved at Step 1, the grievant may, within five (5) days of receipt of the Transportation Coordinator's response, forward the grievance in writing to the Superintendent, together with written reasons for dissatisfaction with the decision of the Transportation Coordinator. The Superintendent shall arrange for a meeting with the grievant to take place within five (5) days of receipt of the appeal. The Superintendent shall within five (5) days of this hearing, provide a written response to the grievant which shall include the reason upon which the decision is based. The Superintendent's decision is final and binding.

ARTICLE VII: TERMINATION

Termination may be by either party with not less than two weeks notice except that the employer may terminate immediately for immorality, dishonesty, insubordination, or serious violation of either public laws or School Board Regulations. Payment for services will be made only to the effective day of termination. Each employee shall be entitled to due process.

Douglas & Miles John Bradley
Non-Union Support Staff Representative

1/13/2022
Date

L Miller
Superintendent of Schools

1/10/2022
Date