



Addison Northwest

SCHOOL DISTRICT

AGREEMENT BETWEEN THE

**ADDISON NORTHWEST SCHOOL DISTRICT
Board of School Directors**

and the

**ADDISON NORTHWEST
SUPPORT STAFF ASSOCIATION**

2023 - 2026

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ACKNOWLEDGEMENT 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 Agreement.

AGREEMENT

This Agreement is made and entered into by and between the Addison Northwest Support Staff Association (“Association”), and the Addison Northwest School District Board of Directors (“Board”). Said Agreement shall run from July 1, 2023 through June 30, 2026.

ARTICLE I: PURPOSE AND INTENT

- 1.1 The purpose of the Board and the Association in entering into this labor agreement is to set forth their arrangements on wages, hours, and conditions of employment as well as other mutually agreed upon matters, so as to promote orderly and peaceful relations between the Board and its employees.

ARTICLE II: ASSOCIATION RECOGNITION

- 2.1 Pursuant to 21 V.S.A. Ch. 22, the Board hereby recognizes the Association as the sole and exclusive representative of its employees (as defined below) for the purpose of collective bargaining of a unit consisting of the following categories: Secretary (including receptionist), Child Nutrition personnel, Food Service, Support Staff with special certifications (e.g., Registered Behavior Technician or Certified Occupational Therapy Assistant), Custodian, Personal Care Attendant, and Paraeducator. The category of “Paraeducator” can include any employees recognized under this Agreement with the exception of secretaries, receptionists, custodians, food service, and child nutrition personnel.

At all schools, the principal's secretary, i.e., administrative assistant, is to be considered a confidential employee and excluded from the bargaining unit unless approved by the Board or determined otherwise by the Vermont Labor Relations Board.

- 2.2 The term “employee” as used in this Agreement applies to all individuals occupying classifications of work covered by this Agreement, excluding temporary employees, administrative employees, professional employees, and supervisors, as defined in 21 V.S.A. Ch. 22, and excluding all other employees.

ARTICLE III: BOARD RIGHTS

- 3.1 The operation of the Board, the direction of the workforce, including the right to plan; to direct and control department activities; to schedule and assign work to employees; to determine the means, methods, processes, materials, and equipment; to maintain the efficiency of employees; to determine the manning of jobs; to create, revise, and eliminate jobs; to establish and require reasonable rules and regulations; to hire and terminate; to maintain order; and to suspend, discipline and discharge employees for just cause are rights solely of the Board, except as otherwise specifically provided in this Agreement, or otherwise specifically agreed in writing between the parties. Throughout this Agreement, any references to the "Board" shall be intended to include the Board's designee.

ARTICLE IV: PROCEDURE FOR NEGOTIATION OF A SUCCESSOR AGREEMENT

- 4.1 On or before October 1 of the prior year to the expiration of this Agreement, the Association shall, in writing, notify the Board of its desire to modify the terms and conditions of this Agreement. Beginning no later than November 1 of the year prior to the expiration of this Agreement, the parties shall begin to meet, confer, and negotiate in good faith in an effort to reach a mutual understanding and a successor agreement.

ARTICLE V: DEFINITIONS

- 5.1 The words and phrases used in this Agreement shall be defined as set forth in this Article unless otherwise noted in this Agreement.
- 5.2 **Full-time Year-Round Employees:** Employees who work forty (40) hours per week, twelve (12) months per year shall be regular full-time twelve (12) month employees.
- 5.3 **Full-time School Year Employees:** Employees who work a minimum of thirty (30) hours per week during the school year shall be regular full-time school year employees.
- 5.4 **Part-time Employees:** Year-Round and/or School Year employees working less than full-time shall be considered part-time employees. Part-time employees shall be entitled to all contractual benefits on a prorated basis except where prohibited by the provider.
- 5.5 **Temporary Employees:** Employees who work fewer than ninety (90) workdays per contract year shall be considered temporary employees and shall not be included in the bargaining unit.
- 5.6 **Administration:** Refers to Principals or the Superintendent or Designee.

ARTICLE VI: ASSOCIATION ACTIVITIES

- 6.1 The Board will not interfere with, restrain, or coerce its employees because of membership or activity on behalf of the Association as defined in this Agreement. 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 legal activity on behalf of the Association, nor will it discourage or attempt to discourage membership in the Association. In addition, the Association shall have the right to:
- (a) Schedule Association meetings, before or after school, if they do not interfere with assigned duties or activities.
 - (b) Post notices of its activities and matters of Association concern on the designated bulletin board. The Association may use staff mailboxes and email for communications to members. The date, time, and place of Association meetings may be included as part of the school's morning announcements protocol, including the PA system.
 - (c) The Association shall have the right to use school buildings, facilities, and equipment, provided that such use shall not interfere with the regular school program, assigned duties, or procedures. Consumable supplies must be supplied by the Association.
 - (d) Whenever representatives of the Association are scheduled by the parties to participate during working hours in conferences, meetings, or negotiations, they shall suffer no loss in pay.
- 6.2 The Association agrees to notify the Superintendent in writing the names of representatives of each building by October 15 of each year. Association activity on work time is permitted when necessary in connection with the processing of grievances and/or with prior approval of the Superintendent or his/her designee.

ARTICLE VII: DUES DEDUCTIONS

- 7.1 The Board agrees to deduct professional dues upon receipt of a list from the Association's Treasurer naming each ANSSA member who has authorized such a deduction. Any changes to the list of professional dues deductions shall be provided to the Superintendent by the Association's Treasurer on an annual basis no later than the second pay period in September. Deductions will be made in sixteen (16) equal deductions beginning in October and ending in May. The Board also agrees to pay the Association official designated by the Association as the bills are presented on a monthly basis.
- 7.2 If an employee on check-off receives no wages on the monthly dues deduction date as specified above, the Board shall deduct those dues owed by the employee as the next monthly deduction date.
- 7.3 The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board in reliance upon written statements by Association

representatives or by reason of any action taken by the Board for the purpose of complying with this Article.

- 7.4 **Agency Service Fee:** Deductions of Agency Service fees in the amount not to exceed eighty-five percent (85%) of applicable Association dues for those employees, who individually and voluntarily authorize such deductions, shall be made in consecutive installments, each pay period. Non-member employees must expressly reauthorize such deductions each year; the Board will deem a failure to reauthorize as an election to terminate such deduction. It is the Association's responsibility to establish said fee annually in accordance with state and/or federal law and to inform both the Board and the affected employees of the amount of said fee. Agency Service fees collected, together with records of corrections, shall be transmitted to the Treasurer of the Association upon request. The Association agrees to indemnify, defend and hold the Board harmless from any lawsuit, expense, judgment, claim, attorney's fees, or grievance filed by any person or employee regarding the collection of said fees for the Association.

ARTICLE VIII: GRIEVANCE AND ARBITRATION PROCEDURES

- 8.1 **Grievance:** A "grievance" is a claim by an employee or the Association based upon an event or condition, which affects the welfare and/or terms and conditions of employment of an employee or group of employees, based upon interpretation or application of any of the provisions of this Agreement. An "aggrieved employee" is a person or persons making the claim.
- 8.2 The parties acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. Grievances not satisfactorily settled in an informal way shall be reduced to writing and referred to the following formal grievance procedure (8.5).
- 8.3 **Time Limits:** No grievance shall be considered valid unless it is submitted at Step 1 of the grievance procedure herein within fifteen (15) days of the occurrences or reoccurrence(s) of the basis of the grievance or within fifteen (15) days of the date on which the grievant or Association could reasonably have been expected to be aware of the occurrence. Failure by the grievant or the Association to adhere to these procedures within the specified time period shall terminate the grievance as null and void. Failure of the appropriate administrator or Board representative to render a decision within the specified time shall be construed as a denial of the grievance and the grievant may proceed to the next step. For purposes of this Article, "days" shall consist of those days between September 1 and May 31 when school is in session. Between June 1 and August 31, all days shall consist of weekdays (Monday through Friday) exclusive of legal holidays as defined by Title V.S.A. 371. Time periods specified in this Article may be extended by mutual agreement, in writing, between the grievant and the Superintendent.

8.4 **Representation:** The grievant shall, at all steps of the grievance procedure herein provided for, be entitled to be represented by a representative of the Association. At no time shall the grievant be represented by an administrative official of the District.

8.5 **Procedure:** Each grievance shall be submitted in writing and shall include a statement of the issue being grieved, as well as reference to the specific provisions of the Agreement alleged to have been violated and the specific remedy sought. The grievance shall at all times and throughout all steps of the grievance procedure remain the exclusive property of the grievant, who shall retain the right to withdraw the grievance at any time or at any step of the grievance procedure. The grievance may be withdrawn at any level without establishing a precedent. Nothing contained within this grievance procedure shall be construed as limiting the right of an employee to discuss a complaint informally with his/her supervisor or having the dispute adjusted without the intervention of the Association, provided such adjustment is consistent with the terms of this Agreement. Should such an informal process fail to resolve the grievance, then the procedure set forth below shall be initiated.

Step 1 The grievant shall forward a written copy of the grievance to the Principal. Within seven (7) days following receipt of a grievance, a meeting will be held between the employee and his/her school principal (or his/her designee). The principal will give his/her answer in writing, including the reason upon which the decision is based, within seven (7) school days following the meeting. If no satisfactory settlement is reached at this Step, or if the time limit expires, the grievance shall be submitted to Step 2 and the written appeal must include reasons for the grievant's dissatisfaction with the decision at the prior step. The grievance shall be deemed to be withdrawn by the Association if it is not moved to Step 2 within ten (10) days of the receipt of the answer given at Step 1.

Step 2 Within seven (7) days of receipt of the grievance by the Superintendent, discussion will take place between the Superintendent of Schools (or his/her designee), the aggrieved employee, and the Association president (or his/her designee). The Superintendent will give his/her answer in writing, including the reason upon which the decision is based, within ten (10) days following the meeting. If no satisfactory settlement is reached at Step 2, or if the time limits expire, the grievance may be submitted to the Board at Step 3 and the written appeal must include reasons for the grievant's dissatisfaction with the decision to the prior step. The grievance shall be deemed to be withdrawn by the Association if it is not moved to Step 3 within ten (10) days of the receipt of the answer given at Step 2.

Step 3 Within ten (10) days of receipt of the grievance by the Board, discussion will take place between the Board, the aggrieved employee, and the Association president (or his/her designee). The Board will give its answer in writing, including the reason upon which the decision is based, within ten (10)

working days following the meeting. If no satisfactory settlement is reached at Step 3, or if the time limits expire, the grievance may be submitted to binding arbitration in accordance with the procedures in Step 4.

Step 4 The Association may request arbitration of any grievance that 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 parties mutually satisfactory to both the 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 the American Arbitration Association for selection of an arbitrator in accordance with the rules then in existence.

If the grievance is not referred to arbitration within thirty (30) days of receipt of the Board's answer at Step 3, it shall be considered settled and shall no longer be subject to arbitration hereunder.

Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. The parties shall share equally in the compensation and expense of the arbitrator. If either party desires a transcript of the arbitration, then that party shall bear the full cost of said transcript. Should both parties desire a transcript, the cost shall be shared equally. The decision of the arbitrator shall be final and binding for all employees.

The arbitrator's authority shall be limited to the interpretation and applying the provisions of this Agreement and he shall have no power to add to or subtract from, alter, or modify any of the said provisions.

Award of settlement of grievance may or may not be retroactive, as the equities of each case may demand.

- 8.6 No reprisals will be taken by the Board or the Association against any person because of his/her participation in this grievance procedure.
- 8.7 The Board and the Association will cooperate in the investigation of any grievance and will furnish each other with any information requested which is established to be pertinent to the processing of the dispute being grieved.
- 8.8 Students, who are minors, shall, under no circumstances, be involved in the grievance meetings noted above unless written consent from a parent and/or legal guardian is filed with the Superintendent at least one day prior to said meeting. The parent or legal guardian may be present at such a meeting.

ARTICLE IX: HOURS OF WORK AND OVERTIME

9.1 The parties recognize that employees' daily and weekly schedules and assignments are based on the Board's operating requirements and are subject to change. When a significant change to an employee's schedule or assignment is anticipated, prior notification shall be provided as soon as possible, and such notification shall be given to the employee during the working hours.

9.2 The work year for school-year employees shall, at a minimum, be in accordance with the number of student days in the approved District calendar. Any employee whose work year or workday is extended beyond their basic contract shall be compensated for said extension according to the terms of their basic contract.

The employee work shall also include all scheduled in-service days; attendance at in-service days is required. Employees who miss scheduled in-service days will meet with the Administration to determine how to make up for missed professional development.

Employees may attend faculty meetings, IEP meetings, EST meetings, parent-teacher conferences, and/or Open House in lieu of attending some in-service days. Annually, but not later than the second faculty meeting of the year, the employee may meet with an Administrator to develop a plan towards this end. The plan must be mutually agreed upon, must be in writing (including method of logging time), and must receive final approval by an Administrator.

In addition, said employee may work one (1) additional paid day only upon approval of the Administration.

9.3 The normal workweek can differ with each employee and within each job classification subject to the Board operating requirement.

9.4 A. All school-year and year-round employees are entitled to a daily paid lunch period consistent in length with the student lunch period.

B. Each full-time employee is entitled to a total of twenty (20) minutes of paid break time per day.

9.5 Reasonable overtime requirements may be an exception to the normal workday or workweek.

(a) Time and one-half shall be paid to eligible employees for hours worked in excess of forty (40) hours in one week when such work has been preapproved and requested or required by their immediate supervisor.

(b) Double time shall be paid to eligible employees for hours worked on Sunday when worked time exceeds forty (40) hours in one week and such work has been requested or required by their immediate supervisor.

- (c) Double time shall be paid to eligible employees for hours worked on any holiday classified as a paid holiday when school is not in session and such payment complies with state and/or federal law.
- 9.6 It is further agreed that daily work hours shall be consecutive except for regular break and lunch periods unless otherwise mutually agreed.
- 9.7 When any employee is unable to perform his/her assigned duties, the Board may, at its discretion, extend to other qualified employees within the same job classification the opportunity to work extra hours beyond their normal shift before outside help is utilized.
- 9.8
 - A. When there is a delayed opening or when any employee is sent home due to inclement weather or emergency, or because the building is closed due to extreme conditions such as no water, no electricity, or severe weather, employees shall receive their regular daily wages unless the work day is made up at a later date.
 - B. Year-round employees are expected to report to work on weather days or other school closing days. A delayed opening for said employees may be necessary to allow for snowplowing to safely access the building or an early dismissal due to road conditions or unsafe building conditions. In such cases, employees shall be paid for full days. If the Superintendent determines that the building is inaccessible or completely closed, year-round employees shall be notified and are not expected to report to work. Employees shall be paid for such days.
- 9.9 All employees shall be eligible to participate in the Faculty Wellness programs and are encouraged to do so.
- 9.10 Employees shall not transport students in their automobiles. Furthermore, the transportation of students in personal automobiles shall not be a condition of employment.
- 9.11 All employees will be entitled to their regular hourly compensation when they receive an email/written request from their supervisor to attend meetings and/or functions beyond their normal working hours.

ARTICLE X: HOLIDAYS

- 10.1 Paid holidays for school-year and year-round employees shall be as follows:
 - A. School-year employees shall be paid for the following eight (8) holidays:

Labor Day	Day After Christmas
Thanksgiving Day	New Year's Day
Day After Thanksgiving	Martin Luther King Day
Christmas Day	Memorial Day

B. Year-round employees shall be paid for the following twelve (12) holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Bennington Battle Day	Day After Christmas

Note: If school is in session on any of the year-round employee holidays, the employee may take the paid day at another time as mutually agreed between the employee and the Administration.

ARTICLE XI: WORKING CONDITIONS

11.1 The below stipulation shall be made explicit in the job description of employees and communicated orally to them by their supervisors before they assume their duties.

Employees who are required to assist children with any vital life functions that require privacy and/or that necessitate physical contact shall not be required to perform said duties alone and shall always be accompanied by another adult to assist with said duties or to serve as a witness to the performance of those duties.

Registered Behavioral Interventionists must retain their certification throughout the school year.

The Superintendent shall provide training by registered licensed professionals to any employee who is required to perform any vital life function sustaining procedure. The employee shall be provided with a written protocol that details procedures that they are required to perform.

Paraeducators who substitute for Registered Behavior Technicians (RBT) or Behavioral Interventionists (BI) will have appropriate training, including Crisis Prevention Institute training and restraint/seclusion training. Paraeducators who substitute under this paragraph will earn a differential pay of 40 cents per hour for such work.

11.2 Paraeducators are entitled to clear instructions and are not responsible for the creation of instructional materials or lesson planning.

Paraeducators will receive at least a one day notice of changes to their permanent schedule; such notice will include pertinent educational plans (i.e., IEP/504) as well as medical information for the students on their schedule. In an emergency situation, a brief conversation with the paraeducator will be held to clarify the expectations.

11.3 Paraeducators who receive a written request from their supervisor to accompany students on field-based activities will not be expected to absorb any costs associated with the activity and will be paid in accordance with the Fair Labor Standards Act.

11.4 All employees are entitled to safe working conditions. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their or their students' health, safety, or well-being. Employees will immediately report such circumstances, in writing, to their principal or immediate supervisor. Written notification shall be immediately forwarded, by the principal, to the Superintendent who shall comply with any reasonable request from the employee for information in his/her possession relating to the incident or the person(s) involved, except that information the dissemination of which is restricted by law. As appropriate, the Superintendent will act as the liaison between the employee, the police, and the courts. Absences occurring as a result of such circumstances shall not be deducted from the employee's sick or personal leave.

The Superintendent shall give full support, including legal services, to an employee acting in the proper discharge of his/her duties when (a) legal action is brought against the employee, (b) appropriate legal action is necessary to protect the employee, or (c) the employee has been assaulted or harassed as defined by law. Board support, including legal services (under this Article) shall mean to the extent and subject to the conditions set forth in the liability insurance provided by the Board for this purpose.

11.5 All parties to this Agreement will comply with any Vermont or federal laws regarding the employment and responsibilities of any position set out in Article II and covered by this Agreement.

11.6 **Workers' Compensation:** When an employee receives Workers' Compensation benefits, he/she may also use his/her accumulated sick leave to offset the difference between the Workers' Compensation benefits and his/her wages. If so desired, this shall be accomplished by the employee endorsing all Workers' Compensation benefit checks over to the District and the District will then pay the employee his/her regularly scheduled wages and deduct 33% of a sick leave day from the employee's accumulation of each school day of absence.

11.7 **Reassignment of Work Location for Employees:** Before any change in assignment from one school building to another school building within ANWSD, Administration will seek volunteers for said change of assignment, then by their skill set in the specific job being reassigned. Skill set is defined as a particular combination of skills that the employee has developed, especially skills relevant to the job being reassigned. However, change of assignment decisions under this Article shall be made by the Administration and shall include the building principal.

ARTICLE XII: COMPENSATION

12.1 The wage scale for 2023-24 for each employment category for the terms of this Agreement is attached hereto as Appendix A.

The wage increase for the Agreement for Year Two (2024-2025) shall be one dollar and twenty-five cents (\$1.25) per hour for every employee. Employees may advance steps in accordance with the wage scale as appropriate.

The wage increase for the Agreement for Year Three (2025-2026) shall be one dollar (\$1.00) per hour for every employee. Employees may advance steps in accordance with the wage scale as appropriate.

12.2 **Longevity Compensation:** In recognition of continued service, longevity will be paid annually in the last payroll in June for the following years of service:

15 – 19 years	=	\$200 per year
20 – 24 years	=	\$250 per year
25 or more	=	\$300 per year

12.3 No newly-hired employee will be placed on the wage scale at a higher rate than existing staff with equivalent training and experience as established by the Superintendent.

12.4 Placement Steps are defined as follows:

Step	Experience
1	0-2 years
2	3-5 years
3	6-10 years
4	11-14 years
5	15+ years

Category A is for employees with a High School Diploma or Associate’s Degree. Category B is for those holding a Bachelor’s Degree or higher. (see Appendix A)

Employees assigned as Personal Care Assistants (PCA) with only a High School Diploma, must receive Crisis Prevention Intervention (CPI) or equivalent training within three (3) months of the date of hire.

12.5 The differential pay for custodians working between 3:00 PM and 6:00 PM will be at the rate of twenty-five (\$0.25) per hour in addition to their regular rate of pay. The differential pay for custodians working between 6:00 PM and 6:00 AM will be at the rate of forty cents (\$0.40) per hour in addition to their regular rate of pay. The differential pay for paraeducators performing vital life sustaining procedures for students will be at the rate of forty cents (\$0.40) per hour in addition to their regular rate of pay. Differential pay shall be paid when

such assignments are half time or more. The Superintendent or his/her designee shall make the determination of eligibility for all differential pay.

- 12.6 The Board will provide Vermont Municipal Employees' Retirement to all year-round and school-year employees.
- 12.7 **Career Change/Service Recognition:** Employees who have worked in the District for fifteen (15) or more years shall be entitled to one hundred dollars (\$100) per day for any unused sick, personal, or vacation days up to fifteen (15) days at the time of separation.
- 12.8 The Board agrees to pay the Internal Revenue Service (IRS) rate per mile for use of personal vehicles on pre-approved authorized school business.
- 12.9 Off-grid employees will receive an additional one dollar and fifty cents (\$1.50) per hour during the 2023-24 school year, and the same increase as other employees in the bargaining unit during the 2024-25 and 2025-26 school years.
- 12.10 A paraeducator who voluntarily substitutes for a teacher will receive their regular day's pay plus an additional stipend of sixty dollars (\$60) for a full day of substitute service or an additional stipend of thirty dollars (\$30) for a half (1/2) day of substitute service or an additional stipend of fifteen dollars (\$15) for a quarter (1/4) day or less of substitute service.

ARTICLE XIII: VACATION

- 13.1 A. Paid vacation time, as stipulated in this Article, applies only to year-round employees.

All vacation time shall become available for use July 1st of the contract year and prorated to the date of hire. Vacation time is earned based on continuous years of completed service and is accrued as follows:

First year	=	five (5) vacation days
Two to five years	=	ten (10) vacation days
Six to ten years	=	fifteen (15) vacation days
Eleven plus years	=	twenty (20) vacation days

- B. Part-time, full year employees who work at least twenty (20) hours per week on a regular basis will receive vacation days prorated accordingly.
- 13.2 Arrangements for said vacation must be approved by the employee's immediate supervisor and the building principal.
 - 13.3 A maximum of five (5) unused vacation days will be carried forward from the previous year to the current contract year. In any year, if an employee is prohibited by the District from using all vacation days, they shall be reimbursed by the School District for all unused days at

the employee's daily rate of pay. Otherwise, unused vacation time will be lost at the end of the contract year in which it is accrued.

In extenuating circumstances, the Superintendent may allow an employee to carry forward additional unused vacation days.

ARTICLE XIV: TUITION REIMBURSEMENT

- 14.1 The Board shall establish a pool of \$40,000 for the term of this Agreement for the cost of employees taking or attending courses, conferences, and/or workshops ("Professional Development Activity"). At Board cost and with Administration approval, employees shall be reimbursed on a first-come first-serve basis for costs not to exceed the equivalent of one 3-credit UVM continuing education course.
- 14.2 All employees shall have access to professional development opportunities offered by the District that are funded with non-local resources.
- 14.3 Professional development activity must be job related and must be approved in advance by the Administration. All proposed professional development activity must be aligned with the employees' professional development goals and interests and with organizational needs. Employees will receive professional development leave time during their regular work hours for approved purposes.
- 14.4 Staff required by the District to take specific courses to continue in their current position shall be reimbursed the full cost for tuition and other reasonable expenses directly related to the course.

ARTICLE XV: INSURANCE

- 15.1 This Agreement addresses various insurance coverages – life, dental, disability, and vision – for year-round and school-year employees as set forth herein, subject to the eligibility requirements of the individual insurance carrier and the provisions of Article V of this Agreement. The Board may change the insurance carriers, by mutual agreement of the Board and Association, if other carriers are available to provide equivalent coverage at a lower rate.
- 15.2 **Health Insurance**
 - (a) Health insurance coverage is negotiated and regulated by the Commission on Public School Employee Health Benefits ("Commission") created under Vermont State law pursuant to Act 11 of 2018 (see Appendix B); any concerns or grievances regarding such coverage shall be registered with the Commission. The health insurance benefits set out in Appendix B are subject to change. Any new health insurance coverage agreement established by the Commission shall automatically replace Appendix B.

- (b) Employees shall pay their share of the premium through automatic payroll deduction. In the event that a married couple is employed by the Board, the Board will be obligated to provide only one health insurance plan for the couple as a unit (e.g., two-person or family plan).
- (c) Neither party shall be required to reopen this collective bargaining agreement during its effective life except (a) as otherwise provided for in this Agreement, or (b) if the Commission ceases to exist and individual school districts are required to offer health insurance coverage. In respect to (a), the parties may reopen this collective bargaining agreement in whole or part. In respect to (b), 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 reopening this Agreement for other reasons by mutual written consent.
- (d) Benefited Eligible Employees are enrolled in said plans are eligible to contribute through payroll deductions to have their qualifying medical expenses not covered by insurance paid by pre-tax dollars through a Section 125 Health Flexible Spending Account as outlined in the plan document. The Board will pay administrative fees associated with the Section 125 Plan.
- (e) A two thousand dollar (\$2,000) buy-out option will be available to all employees represented by this bargaining unit who have health insurance coverage from another verified source. Certified documentation will be required as proof of alternative health insurance coverage. This buy-out will be paid in two biannual payments of one thousand dollars (\$1,000) each in the second pay period in January and June; subject to the legal conditions and requirements (e.g., continued health insurance coverage from another source).

15.3 **Life Insurance**

Upon completion of the probationary period, the Board shall provide term life insurance coverage in the face amount of fifty thousand dollars (\$50,000) for each employee.

15.4 **Dental Insurance**

The Board shall contribute 70% of the premium cost for single, two-person, or family coverage of the Northeast Delta Dental Plan of Vermont: Plan 2 (including orthodontia for both Child and Adult). The employee shall pay the remaining premium through automatic payroll deduction. In the event that a married couple is employed by the Board, the Board will be obligated to provide only one dental insurance plan for both spouses or partners to a civil union, as defined by 15 VSA Chapter 23 and 18 VSA Chapter 106, as a unit.

VEHI Dental Plan 1: The Board shall continue to contribute 100% of current premiums to employees enrolled on this plan as of June 30, 2017. These employees shall be considered to have "Grandfathered" status until they have a change in employment status, voluntarily change to a different dental plan, leave employment, or the plan is discontinued by either

VEHI or Delta Dental. Employees who elect to make a change or terminate their employment will lose their "Grandfathered" status and will be unable to re-enroll under Plan 1.

15.5 **Long-Term Disability Insurance**

The Board shall provide long-term disability (LTD) insurance to all employees at no cost to the employee. Said insurance shall have a ninety (90) calendar day elimination period, sixty-six and two thirds percent (66 2/3%) payment, and the "own occupation" clause. Eligibility will only occur after an employee has utilized accumulated sick leave. Employees must apply for LTD once they have utilized their accumulated sick leave; sick bank days cannot be used in conjunction with or as a substitute for LTD.

15.6 **Vision Insurance**

The Board shall contribute 70% of the premium cost for Single, Employee + One, Employee + Children, or Employee + Family coverage of VSP Vision Insurance. The employee shall pay the remaining premium through automatic payroll deduction. In the event that a married couple is employed by the Board, the Board will be obligated to provide only one vision insurance plan for both spouses or partners to a civil union, as defined by 15 VSA Chapter 23 and 18 VSA Chapter 106, as a unit.

ARTICLE XVI: LEAVES OF ABSENCE

16.1 For the purposes of this Article, full-time employment will be defined as per Article V. New and/or part-time employees will receive leave benefits prorated for the number of days and/or hours regularly worked. All leaves will run concurrent to the contract year (July 1st through June 30th) and not the anniversary date of hire.

16.2 **Medical and Personal Leave**

Employees will begin the contract year with a total of eighteen (18) leave days at the applicable salary rate, which may be used in quarter-day increments as follows: ***(amended 5/4/23)**

(a) Up to three (3) days leave of absence will be provided for important personal business which cannot otherwise be scheduled by the Support Staff during a time when school is not in session. The employee shall request personal leave at least twenty-four (24) hours before taking such leave unless an emergency does not permit such notification.

Personal leave is provided as a means for the school system to assist employees in resolving or handling compelling personal concerns.

Ordinarily, personal leave shall not be granted on days immediately before or after school holidays or vacations or used consecutively. Requests for exceptions shall be made directly to the Superintendent or designee.

- (b) Medical leave is to be used for time lost due to medical appointments, sickness, or accidents other than in connection with their employment. Said days are accumulative to a maximum of ninety (90) days.
- (c) An employee's medical leave may be taken to attend to medical appointments, sickness, or accidents that occur within the employee's immediate family or household.
- (d) Employees hired prior to the 2003-2004 contract year and who had accumulated more than ninety (90) days of medical leave have been grandfathered for purposes of this leave provision. As those employees utilize the accumulated medical leave days in excess of ninety (90) days, they may not rebuild their sick leave above ninety (90) days.
- (e) Employees may be required to provide medical certification from a qualified physician when absent for three (3) days or longer. The immediate supervisor, or the Board, through its designee, may request medical evidence from a physician appointed by the Board, whenever they feel it is appropriate. The Board shall pay the cost of any such examination.
- (f) Employees may "cash out" up to three (3) unused medical leave days from their annual contractual allotment at their per diem rate as long as the employee has accumulated at least 30 days. The "cash out" request must be submitted, in writing, by the employee to the Superintendent by June 1st, and will be paid out to the employee in the last payroll of the contract year.

- 16.3 Rates of pay will be subject to any general increase or decrease that may become effective during a prolonged, approved leave. Employees shall be returned to a like position held just prior to such leave, subject to employment conditions existing at the time of return.

During a leave of absence, if an employee becomes gainfully employed in a similar job as the one that was held prior to the leave, the Board reserves the right to terminate employment with the District unless work is beyond normal working hours.

16.4 **Bereavement Leave**

All employees shall be entitled to bereavement leave up to five (5) days for each occurrence of a death in the employee's household or immediate family, and up to three (3) days for each occurrence of death of other close family relatives. This leave may be taken without loss of pay and will not be deducted from sick leave. The Superintendent shall determine the number of days approved. Upon request, the Superintendent may grant additional days.

16.5 **Jury Service Leave**

The Board will pay each employee his or her normal hourly rate for up to his or her normal contracted hours for each day of jury service less the amount of compensation paid by the court for such services. The employee shall provide the Board with a statement of his/her earnings from jury service. When jury service is completed prior to 12:00 noon, the employee is required to report for work. The employee must notify his/her supervisor

immediately upon receipt of a summons for jury service. All time missed due to jury duty must be reported following payroll procedures.

16.6 **Military Leave**

Military leave of absence shall be granted by the Board in accordance with existing state and federal statutes. Employees called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces will be paid the difference between their pay for such government service and the amount of earnings lost by them for the reason of such service based on the employee's regular rate. Employees shall be returned to a like position held just prior to such leave, subject to employment conditions existing at the time of return. Employee will provide the District with a statement of their earnings from such government service.

16.7 Leaves for any and all other reasons, with or without pay, may be granted at the discretion of the Superintendent.

16.8 **Statutory Leave**

To the extent that the following statutory provisions are applicable to the Board, the Board shall comply with the requirements of the Family Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VPFLA). Leave under these statutory provisions shall be provided according to the Board's policies and practices. Whenever an employee is entitled to and/or granted paid or unpaid leave under the terms of this Agreement and the employee is also entitled to FMLA and/or PFLA leave for the same occurrence, the leave under the Agreement and leave under the FMLA/PFLA will be provided concurrently. Also, FMLA/PFLA 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 the PFLA shall be as provided by the District's policies and practices. These acts shall supplement, not supplant, any benefits contained herein.

16.9 The Sick Bank is a reserve of days for those support staff covered under this Agreement and in need of sick days exceeding their accumulated sick leave. To be a participating member of the Sick Bank, a support staff employee must donate at least one (1) day (but may donate up to five (5) days) each year and must notify the Superintendent of Schools of such intent by October 1st of each contract year. The maximum number of unused days in the Sick Bank that may be transferred from one year to the next shall be 175 days.

The criteria of usage of the Sick Bank shall be established and administered by a four (4) person committee composed of the Superintendent, the building Principal, an officer of the Association, and an at-large representative elected by the Support Staff membership. Data concerning the Sick Bank shall be maintained by the Superintendent, and a report on the operation and maintenance of the Bank shall be issued annually to ANWSD, the Executive Council of the Association, and to the membership. The Sick Bank Committee may reopen the Sick Bank for donations during the first two weeks of January, if the balance has dropped below 100 days. Employees may donate up to three (3) days at this time.

All decisions regarding the allocation of the Sick Bank days shall be made by majority of the committee, based on need, and shall not be subject to the terms of the grievance article. "Need" shall be defined as non-elective medical procedure or catastrophic illness that prevents an employee from carrying out his/her contractual responsibilities.

The request for days must be accompanied by documentation from a doctor. Sick Bank days shall not be used as a substitute for long-term disability coverage. A member may not draw days from the Sick Bank more than three (3) times per contract year.

ARTICLE XVII: REDUCTION IN FORCE/SENIORITY ACCRUAL

17.1 Seniority

- (a) Within the School District, seniority will begin to accrue from the employee's date of hire within a particular employment category.
- (b) Any change in an employee's employment category shall constitute the beginning of seniority accrual in that category.
- (c) Seniority accrued in a prior employment category shall be retained by the employee.
- (d) Seniority for part-time employees will accrue on a pro-rated basis as per Article V.
- (e) Seniority will continue to accrue during all approved leaves of absence. Seniority will not be broken by layoff, but such time will not be counted in computing seniority.

17.2 Reduction in Force

- (a) Reductions in force shall occur within the following employment categories:
 - a. Secretaries, including receptionists
 - b. Custodians
 - c. Food Service and/or Child Nutrition personnel
 - d. Paraeducators; and
 - e. Personal Care attendant according to the Recognition clause of this Agreement.
- (b) If a reduction in force is necessary, employees with the least seniority within the affected employment classification will be reduced. When seniority is equal, the principal shall determine the employee(s) to be reduced and shall use ability to perform the work as the deciding factor.
- (c) An employee who is reduced in force in their current employment category shall be eligible for retention in their previous employment category (if any) according to the seniority accrued in that category of employment. The President of the Association will be notified of Reduction in Force.
- (d) A reduction in force does not constitute a break in continuous employment but no seniority accrues during layoff.

17.3 **Vacancies**

- (a) For the purposes of this Article, a vacancy means a new position created by the Board or an opening arising from the termination, resignation, retirement, or death of a bargaining-unit member.

- (b) If a vacancy exists within an employment category, eligible employees who have been subject to a prior reduction in force will be recalled in order of seniority. Employees shall retain the right to recall for a period of one (1) year from the effective date of layoff. Notice of recall will be given by certified mail to the last address given to the Board by the employee. A copy of the notice of recall shall also be given to the Association President. If the employee refuses the position offered, or fails to respond within fourteen (14) days of the mailing of the recall notice, he or she will be deemed to have refused the position offered, but he or she will remain on the recall list for the period provided herein.

- (c) The president of the Association shall be notified in writing of all new job openings and changes in job descriptions that result in salary adjustments. It is agreed that all vacancies within ANWSD shall be posted in all schools within the District. Vacancies occurring during the summer will also be posted in the Superintendent's office.

ARTICLE XVIII: DISCIPLINE AND DISCHARGE

- 18.1 The first calendar year of employment shall be considered the probationary period. During the probationary period, the employee may be discharged at the discretion of the Superintendent or his/her designee and such actions shall not be subject to the grievance procedures of this Agreement. After the probationary period, there shall be a performance review of a new employee by the immediate supervisor and the Superintendent (or his/her designee). An employee who has completed his or her probationary period shall not be suspended, disciplined, or discharged except for just cause.

- 18.2 Causes for immediate discharge include, but not limited to: proven theft; being under the influence of alcohol, marijuana, or illicit drugs while on duty; calling or participating in an unauthorized strike, work slowdown, or other concerted effort in violation of this Agreement; failure to report an accident; negligence resulting in a serious accident while on duty; insubordination; falsification of information provided on a resume or job application; assault on a student, parent, District employee, or Board official; or unprofessional and/or inappropriate behavior with students or staff.

- 18.3 Notice of appeal from discharge or suspension must be made to the Board in writing within the fifteen (15) days from the date of discharge.

- 18.4 If the Board and the Association are unable to agree as to a settlement of the case, then it may be appealed to the grievance and arbitration procedures of this Agreement.

- 18.5 Upon resignation or discharge, the Board shall pay all monies due the employee on the next payday.

ARTICLE XIX: NOTICE UNDER AGREEMENT

- 19.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Superintendent of Schools, Addison Northwest School District, 11 Main Street, Suite B100, Vergennes, Vermont 05491.
- 19.2 Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the President of the Addison Northwest Support Staff Association.
- 19.3 Either party, by written notice, may change the address at which future written notices to it shall be delivered.

ARTICLE XX: MISCELLANEOUS PROVISIONS

- 20.1 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. Within 30 days of any decision holding a provision contrary to law, the parties will meet to revise the provision.
- 20.2 Individual employment agreements for the ensuing year will be delivered to all employees no later than May 1 and returned to the Superintendent no later than May 15.
- 20.3 **Personnel Files**
- (a) An employee's personnel file shall be set up and maintained only at the Superintendent's office. The personnel file may contain, but not be limited to, the following materials:
- Completed Application Form (letters of reference, resume, pre-hire application, transcripts)
 - Job Description
 - Letter of Hire
 - Payroll Data
 - Evaluations
 - Disciplinary Actions and Warnings
 - Continuing Education Documents
 - Person to be notified in the event of injury or illness (address & telephone number)

These records will be kept in the strictest confidence for the time a person is employed and seven years following termination of employment. Medical information and criminal background check information will be kept in a separate confidential file separate from the personnel file.

The principal may maintain employee files that have materials utilized during the current school year such as individual goals and evaluations.

- (b) No adverse material except for pre-hire letters of reference, concerning an employee's conduct, service, character, or personality shall be placed in the employee's personnel file unless the employee has had an opportunity to read 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 indicates that he/she has read the material to be filed.
- (c) Except for pre-hire letters of reference, an employee will receive a copy of any material placed in his/her file and, upon request, shall be permitted to obtain an additional copy of said material.
- (d) An employee shall have the right to provide a written response to any material placed in his/her file and this response shall be attached to said material.
- (e) Within twenty-four-hour notification, an employee shall be permitted to review any material in his/her file while in the presence of an administrator or other designated District employee.
- (f) Upon request by the employee, material may be removed from his/her personnel file at the discretion of the Superintendent. The decision of the Superintendent shall not be grievable.

ARTICLE XXI: NO STRIKE CLAUSE

- 21.1 The Board and the Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means and with interruption of work. The Association agrees, therefore, that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by neither this Agreement, nor any instigation thereof during the life of this Agreement, and the Board agrees that there shall be no lockout.

ARTICLE XXII: FINAL RESOLUTION

- 22.1 This Agreement, which represents the final resolution of all matters in dispute between the parties, constitutes the entire Agreement between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

ARTICLE XXIII: DURATION OF AGREEMENT

- 23.1 This Agreement shall continue in full force and effect until 11:59 PM, June 30, 2026, and from year to year thereafter unless written notice of desire to terminate or modify this Agreement is given by either party to the other.
- 23.2 This Agreement may be extended from time to time beyond its expiration date by mutual agreement of the representatives of the Association and the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 30th day of January, 2023.

For the Association:

T Blanshard

TBlanshard (Feb 6, 2023 14:04 EST)

Timothy Blanshard

Mark Brouillard

Mark Brouillard (Feb 8, 2023 16:04 EST)

Mark Brouillard

Michelle Chamberlain

Michelle Chamberlain (Feb 13, 2023 12:44 EST)

Michelle Chamberlain

Sara B Driscoll

Sara B Driscoll (Feb 13, 2023 13:41 EST)

Sara Driscoll

Susan J. Dunne

Susan J. Dunne (Feb 13, 2023 18:44 EST)

Susan Dunne

Patricia Martin

Patricia Martin (Feb 13, 2023 18:57 EST)

Patricia Martin

For the Board:

Mimi Clark

Mimi Clark (Feb 27, 2023 15:15 EST)

Mimi Clark

Amy Kittredge

Amy Kittredge (Feb 27, 2023 15:26 EST)

Amy Kittredge

Mark Koenig

Mark Koenig (Feb 27, 2023 15:37 EST)

Mark Koenig

John Stroup

John Stroup (Feb 28, 2023 08:20 EST)

John Stroup

APPENDIX A-1: 2023 – 2024 SUPPORT STAFF SALARY SCHEDULE

ADMINISTRATIVE ASSISTANTS				Step		Category A	HS Diploma or Associates
Step	Index	Category A	Category B	1	0-2 yrs	Category B	Bachelors
1	1	\$ 21.10	\$ 21.94	2	3-5 yrs		
2	1.045	\$ 22.05	\$ 22.93	3	6-10 yrs		
3	1.09	\$ 23.00	\$ 23.91	4	11-14 yrs		
4	1.135	\$ 23.95	\$ 24.90	5	15+ yrs		
5	1.18	\$ 24.90	\$ 25.89				
BEHAVIOR SPECIALISTS							
Step	Index	Category A	Category B				
1	1	\$ 20.52	\$ 21.34				
2	1.045	\$ 21.44	\$ 22.30				
3	1.09	\$ 22.37	\$ 23.26				
4	1.135	\$ 23.29	\$ 24.22				
5	1.18	\$ 24.21	\$ 25.18				
FACILITIES & FOOD SERVICE							
Step	Index	Category A	Category B				
1	1	\$ 18.92	\$ 19.68				
2	1.045	\$ 19.77	\$ 20.57				
3	1.09	\$ 20.62	\$ 21.45				
4	1.135	\$ 21.47	\$ 22.34				
5	1.18	\$ 22.33	\$ 23.22				
PARAEDUCATORS							
Step	Index	Category A	Category B				
1	1	\$ 18.92	\$ 19.68				
2	1.045	\$ 19.77	\$ 20.57				
3	1.09	\$ 20.62	\$ 21.45				
4	1.135	\$ 21.47	\$ 22.34				
5	1.18	\$ 22.33	\$ 23.22				

APPENDIX A-2: 2024 – 2025 SUPPORT STAFF SALARY SCHEDULE

(wage increase - \$1.25/hour for each employee)

ADMINISTRATIVE ASSISTANTS			Step		Category A	HS Diploma or Associates
Step	Category A	Category B			Category B	Bachelors
1	\$ 22.35	\$ 23.19	1	0-2 yrs		
2	\$ 23.30	\$ 24.18	2	3-5 yrs		
3	\$ 24.25	\$ 25.16	3	6-10 yrs		
4	\$ 25.20	\$ 26.15	4	11-14 yrs		
5	\$ 26.15	\$ 27.14	5	15+ yrs		
BEHAVIOR SPECIALISTS						
Step	Category A	Category B				
1	\$ 21.77	\$ 22.59				
2	\$ 22.69	\$ 23.55				
3	\$ 23.62	\$ 24.51				
4	\$ 24.54	\$ 25.47				
5	\$ 25.46	\$ 26.43				
FACILITIES & FOOD SERVICE						
Step	Category A	Category B				
1	\$ 20.17	\$ 20.93				
2	\$ 21.02	\$ 21.82				
3	\$ 21.87	\$ 22.70				
4	\$ 22.72	\$ 23.59				
5	\$ 23.58	\$ 24.47				
PARAEDUCATORS						
Step	Category A	Category B				
1	\$ 20.17	\$ 20.93				
2	\$ 21.02	\$ 21.82				
3	\$ 21.87	\$ 22.70				
4	\$ 22.72	\$ 23.59				
5	\$ 23.58	\$ 24.47				

APPENDIX A-3: 2025 – 2026 SUPPORT STAFF SALARY SCHEDULE

(wage increase - \$1.00/hour for each employee)

ADMINISTRATIVE ASSISTANTS			Step		Category A	HS Diploma or Associates
Step	Category A	Category B			Category B	Bachelors
1	\$ 23.35	\$ 24.19	1	0-2 yrs		
2	\$ 24.30	\$ 25.18	2	3-5 yrs		
3	\$ 25.25	\$ 26.16	3	6-10 yrs		
4	\$ 26.20	\$ 27.15	4	11-14 yrs		
5	\$ 27.15	\$ 28.14	5	15+ yrs		
BEHAVIOR SPECIALISTS						
Step	Category A	Category B				
1	\$ 22.77	\$ 23.59				
2	\$ 23.69	\$ 24.55				
3	\$ 24.62	\$ 25.51				
4	\$ 25.54	\$ 26.47				
5	\$ 26.46	\$ 27.43				
FACILITIES & FOOD SERVICE						
Step	Category A	Category B				
1	\$ 21.17	\$ 21.93				
2	\$ 22.02	\$ 22.82				
3	\$ 22.87	\$ 23.70				
4	\$ 23.72	\$ 24.59				
5	\$ 24.58	\$ 25.47				
PARAEDUCATORS						
Step	Category A	Category B				
1	\$ 21.17	\$ 21.93				
2	\$ 22.02	\$ 22.82				
3	\$ 22.87	\$ 23.70				
4	\$ 23.72	\$ 24.59				
5	\$ 24.58	\$ 25.47				

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 For The Period of January 1, 2023 through December 31, 2025

Article I. Recognition:

1.1 In accordance with 16 V.S.A. Chapter 61 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 law. The five 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 law. Together, the Employee Commissioners and the Employer Commissioners constitute the Commission as above referenced.

Article II. Definitions:

2.1 The term School Employee is hereby defined to mean:

- 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), excluding superintendents, who provide educational services requiring a professional administrator's license from AOE.
- c) All Other School Employees as defined in 21 V.S.A. Section 1502, including:
 - 1) Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722;
 - 2) An individual employed as a supervisor as defined in 21 V.S.A. Section 1502;
 - 3) A confidential employee as defined in 21 V.S.A. Section 1722;
 - 4) A certified employee of a school employer and
 - 5) Any other permanent employee of a school employer not covered by subdivisions 1-4 of this subsection (c).

Article III. Scope of Bargaining:

3.1 The Commissioner's scope of bargaining shall include:

- 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 as per the Tentative Agreement (TA) executed by the employer and employee commissioners on July 17, 2019, in the first round of statewide health care bargaining.

Article IV. Limited Jurisdiction:

4.1 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 V. Plan Offerings:

5.1 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 VI. Eligibility Standards:

6.1 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 a portion of applicable 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 offered by VEHI as delineated above. Spouses of employees shall include those by marriage, domestic partnerships, or civil unions.

6.2 Full-time status: 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.

6.3 Part-Time status: 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 for premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made available in full regardless of the number of hours worked between 17.5 and full time, and not pro-rated.

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

6.5 New Employees: 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.

6.6 Domestic Partner Benefits: An employee seeking to obtain benefit coverage for the employee's domestic partner and the child(ren) of that domestic partner must satisfy all of VEHI's current eligibility criteria and submit an affidavit in the format required by VEHI, all as posted on VEHI's website, to the district business office.

6.7 Duration of Insurance Availability: The health insurance offered under this Agreement 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 the district or the applicable bargaining unit from negotiating continuing responsibility for COBRA payments in connection with any separation from employment.

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

7.1 For Teachers and Licensed School Administrators as defined in sections 2.1a and 2.1b: Each employer will contribute eighty (80%) percent of Gold CDHP or 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.

7.2 For all Other School Employees as defined in section 2.1c: Beginning on January 1, 2023, and on each January 1 for the duration of this Agreement, all employees covered by this section 7.2 who are not at the 20% premium contribution level will increase the employee contribution by one (1%) percent but not to exceed twenty (20%) of Gold CDHP or 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.

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

8.1 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 an HRA in the following amounts: for licensed administrators and teachers as defined in section 2.1a and 2.1b, \$1900 for single-tier coverage and \$4000 for all other tiers of coverage; for support staff as defined in section 2.1c, \$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 for 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, \$1900 for a single tier and \$4000 for all other tiers; for support staff, \$2200 for a single tier and \$4400 for all other tiers.

Article IX. Employees Under Part-time Contract in Two or More Districts/Supervisory Unions:

9.1 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 Agreement ("Eligible Employee with Multiple Employers") as follows: Each district will bear a proportionate 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 employer costs set forth herein.

9.2 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.

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

Article X. Third Party Administrator Services:

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

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

10.3 The TPA chosen shall be able to provide debit cards to facilitate payments when autopayment is not an option. Debit cards are expected to be provided to employees prior to January 1 of each year of this Agreement or, in the case of new employees, as soon after their commencement of employment as practicable. In the event of the failure of the TPA to deliver a debit card when due, such card shall be provided as promptly thereafter as possible.

Article XI. Grievance Procedure

11.1 Either a local public school district or a union representing public school employees may file a grievance with the Commission concerning the interpretation or application of the statewide agreement concerning health care benefits for Vermont public school employees. The grievance must be filed with the Commission within thirty (30) days after the grievant knows or should have known of the events giving rise to the grievance. If a majority of the Commission is unable to resolve the issue within thirty (30) days, the matter shall be referred to final and binding arbitration. If the Commission is unable to agree on an arbitrator, the matter shall proceed to arbitration pursuant to the rules of the American Arbitration Association.

Article XII. Incorporation by Reference:

12.1 All terms and conditions of this Agreement will be incorporated by reference in all collective bargaining agreements for applicable school employees in accordance with applicable laws and shall be posted and available for access on the Vermont-NEA, the Vermont School Boards' Association, and the American Federation of State, County, and Municipal Employees (AFSCME) websites. If agreed to by a school employer and the union(s) representing its eligible

employees, this Agreement shall be included as an appendix in said collective bargaining agreements.

12.2 All terms and conditions of this Agreement will also 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.

Article XIII. Disclaimer:

13.1 Nothing in this Agreement 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 Parental and Family Leave Act (PFLA) and related laws, or under other state and federal statutes.

Article XIV Duration:

14.1 The provisions of this Agreement, as supplemented by any binding arbitration award(s) issued by the LBO Panel, shall take effect on January 1, 2023 and continue in full force and effect until December 31, 2025 unless amended or extended by mutual written agreement between the parties hereto.

For the Employer Commissioners:

For the Employee Commissioners:

<Elizabeth Fitzgerald, Chair, Duly authorized>

<Michael Campbell, Chair, Duly authorized>