

AGREEMENT

between the

U-32 STAFF ASSOCIATION,

VERMONT-NEA,

the

WASHINGTON CENTRAL TEACHERS' ASSOCIATION

VERMONT-NEA/NEA

EDUCATIONAL SUPPORT PERSONNEL OF

BERLIN, CALAIS, EAST MONTPELIER and WCSU

and the

U-32, BERLIN, CALAIS, EAST MONTPELIER and WCSU

BOARDS OF SCHOOL DIRECTORS

July 1, 2019 through June 30, 2020

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ARTICLE 1 – RECOGNITION

- 1.1 The Board recognizes the Association as the exclusive representative of permanent full and permanent part-time Education Support Personnel (ESP) employed by the school boards of Berlin (paraeducators, pre-Kindergarten assistants, kitchen staff, and secretarial staff excluding the administrative assistant to the Principal,), Calais (paraeducators, pre-Kindergarten assistants, kitchen staff and custodial staff, excluding the lead custodian/maintenance) and East Montpelier (paraeducators, pre-Kindergarten assistants, kitchen staff, secretarial staff excluding the administrative assistant to the Principal, and custodial staff, excluding the lead custodian/maintenance) and WCSU Behavior/Personal Care Attendants (as called for in the IEP or 504 Plan). Whenever “*paraeducator*” is mentioned within this document, the Behavior/Personal Care Attendant shall be included in this employee class. Under this document, all rights as a paraeducator will be extended to the Behavior/Personal Care Attendants. See job descriptions for further information.

- 1.2 The Board recognizes the Association as the exclusive representative of permanent full and permanent part-time Education Support Personnel (ESP) employed by the U-32 Board of School Directors in the following positions: paraeducators, behavior/personal care attendants, individual assistants, academic coordinators, custodial staff, maintenance and mechanics, technicians, non-confidential administrative assistants, office manager, food service workers and cooks. See job descriptions for further information.

- 1.3 The Board further recognizes the Association as the exclusive representative of permanent full and permanent part-time Education Support Personnel (ESP) employed by the WCSU Board of School directors, either currently or in the future, as special education paraeducators, behavior/personal care attendants and individual assistants.

ARTICLE 2 – DEFINITIONS

- 2.1 **Board:** The corporate governing bodies of the Berlin, Calais, East Montpelier, WCSU and/or U-32 School District. As used herein the term “Board” refers to all Boards who are party to this contract unless otherwise noted or required by context.
- 2.2 **Administrator:** A person employed by the Board, the majority of whose time is assigned to administrative, managerial or supervisory duties and who is employed as a superintendent, assistant superintendent, principal, assistant principal, coordinator, or director.
- 2.3 **Educational Support Professional (ESP/Employee):** A person employed by the Board in the bargaining unit who is not employed as a licensed teacher.
- 2.4 **Negotiations:** The process of meeting, conferring, consulting and discussing in good faith for the purpose of reaching an agreement as to matters of salary, related economic conditions of employment, grievance procedures, and other mutually agreed upon subjects not in conflict with laws or statutes of the State of Vermont.
- 2.5 **Days:**
- a. Unless otherwise specified, "days" shall mean school days when school is in session, and weekdays when school is recessed for the summer.
 - b. Maintenance mechanics and custodians may have a 40-hour workweek that will be scheduled as needed Monday through Saturday.
- 2.6 **Singular:** Whenever the singular is used in this Agreement, it is to include the plural.
- 2.7 **Full-time Employment:** Forty (40) hours per week constitutes full-time employment for a full year ESP; thirty-five (35) hours per week constitutes full-time employment for a school year ESP. ESPs regularly scheduled to work at least thirty-five (35) hours per week are eligible for full-time employment benefits.

- 2.8 **Designee:** Whenever the term “Board”, “Superintendent”, “Principal” or “Association” is used herein it shall be understood that the term includes any person acting as the designee or agent of such entity or official, unless otherwise precluded by this agreement.
- 2.9 **School District:** Town school districts (Berlin, Calais, East Montpelier), or the union school district (U-32).
- 2.10 **Prorated:** If an ESP works part-time or does not work a full contract year, benefits are prorated based on their contract percentage as compared to the full-time ESP position. Please see your school’s Principal’s Administrative Assistant for your exact paid leave and professional development amounts.

ARTICLE 3 – RIGHTS OF THE PARTIES

3.1 Rights of the Association

- a. The Association shall have the right to use such facilities and equipment as is normally located for ESPs' use within the schools and school technology equipment. Such use of facilities or equipment shall be at unassigned times and upon appropriate request to the principal or designee; however, such use shall not interfere with the teaching of pupils or interrupt normal school operations.
- b. Any cost for required custodial services, or cost for repair or replacement of equipment or materials damaged by the negligent use of the equipment or facilities, will be borne by the Association.
- c. Duly authorized representatives of the Association shall be permitted to transact official business on school property at unassigned times; provided this shall not interfere with normal school operations.

- d. The Association shall have the right to use the staff workroom or lounge for the posting of notices of its activities and matters of Association concern.
- e. An ESP has the right to become a candidate for public office to the extent permitted by state and federal law.
- f. The Association may use the ESP's mailboxes and e-mail for communications.
- g. The Association retains all rights granted by law.

3.2 **Rights of the Board**

- a. Except as specifically and directly modified by express language in a specific provision of this contract, the Board retains all rights and powers it has, or may hereafter be granted, by law. Such rights include the exclusive right to set its policy, to manage its business, to direct the working forces, to determine the number of its ESP, to determine the qualifications of its ESP, to assign ESP to jobs, to determine the hourly, daily, and weekly schedules of work, to determine the methods, processes and means of accomplishing work, and to enforce discipline for violation of rules and other misconduct.
- b. The Board may require employees to complete time reports and other employment related forms as the Board deems necessary for the proper administration of the District.

ARTICLE 4 - FAIR PRACTICES

- 4.1 The Association agrees to maintain its obligation to represent all ESP by continuing to admit persons to membership without discrimination on the basis of race, religion, creed, color, national origin, sex, gender identification, sexual orientation, political affiliation, marital status, ancestry, place of birth, age or disability, and to represent

equally all ESP without regard to membership or participation in, or association with, the activities of any ESP organization.

- 4.2 The Board agrees to continue its policy of nondiscrimination against ESP on the basis of race, religion, creed, color, national origin, sex, gender identification, sexual orientation, political affiliation, marital status, ancestry, place of birth, age, disability, or membership or participation in, or association with the activities of any ESP organization.

ARTICLE 5 – DUES DEDUCTION

- 5.1 The Board agrees to the principle of payroll deduction of Association dues in amounts to be determined by the Association, on forms mutually agreed to by the parties.
- 5.2 In accordance with the date of the Agreement entered into, by and between the Board and the Association, the Association shall produce for the Board a Dues Authorization Form. The form shall have the authorized signature of the ESP, the amount to be deducted from the ESP's salary, and the date of authorization.
- 5.3 The Board shall deduct the appropriate amount of dues from the salary of any ESP beginning with a first pay period after the date of the authorized dues Check-Off Form. These deductions will be withheld using the same dates as the payroll dates.
- 5.4 The Board shall pay to the Association on a monthly basis all dues properly collected.

ARTICLE 6 – INDIVIDUAL CONTRACT RENEWAL

- 6.1 The Board shall issue an individual employment contract to the ESP of the bargaining unit annually. Contracts for the following school year shall be issued on or before April 15. All individual contracts shall be subject to the reduction in force provisions of this Agreement. ESP will return their signed individual employment contracts on or before

May 15. An ESP may request an extension of the return date by written request to the Superintendent made prior to the date the signed contract was due.

6.2 If an ESP wishes to resign a position, he/she shall notify the Principal, in writing, giving at least ten (10) days' notice thereof. Once an ESP has tendered his/her resignation, either verbally or in writing, it may only be rescinded with the approval of the Superintendent. Verbal resignations will have a 24 hour reconsideration period.

6.3 A. The probation period begins on the first day of work.

B. No ESP who has successfully completed the probationary period shall be disciplined, suspended, dismissed, or reprimanded without just and sufficient cause.

For U-32: All new Class 1, Class 2 and Class 3 Maintenance and Mechanic ESP on Appendix A shall serve a three (3) month probationary period and an additional probationary period of up to nine (9) months may be added by the Administration. This may be mutually agreed to by the ESP, the employer or Board's designee and Association Representative. All other new Class 3 school year ESP listed on Appendix A shall serve a four (4) month probationary period, and an additional probationary period of up to the end of the school year may be added. This may be mutually agreed to by the ESP, the employer or Board's designee and Association Representative.

For Washington Central: All new employees shall serve a four (4) month probationary period, during which the employee serves at the will of the Board.

C. Prior to the dismissal of an ESP during the probationary period, the ESP has the right to have a review with the supervisor, an administrator and an Association representative. The ESP may waive this right.

D. If an ESP is dismissed during the probationary period, the reason for the dismissal will be documented. Such action by the Board shall not be made the subject of a grievance under this Agreement.

ARTICLE 7 – EVALUATIONS AND DISCIPLINE

- 7.1 The purpose of evaluation is to maintain a competent qualified staff and to promote its continuing development.
- 7.2 Newly hired ESP will be given a copy of their job description upon initial employment. ESP will receive copies of the revised job description when it changes. A meeting will happen between the ESP and supervisor to revise and/or discuss the job description if it no longer accurately reflects the position for said calendar year.
- 7.3 Supervision should be ongoing with constructive feedback given whenever it is needed to help the ESP to perform to the best of their ability. A written evaluation will be given as follows:
- a. Evaluations for all ESP will be completed by April 1 of the current school year in which the evaluation is due. A standard evaluation form will be used.
 - b. Evaluations for Pre-Kindergarten Assistants, Paraeducators, Individual Assistants, Academic Coordinators and Behavior/Personal Care Attendants will follow the process articulated in the district wide Paraeducator Supervision and Evaluation: Evaluation and Reflection checklist, to include use of the Focused Assistance/Improving Current Practice document, as amended from time to time.

At least annually, there will be a meeting of the Association and Administration, with equal representation, to review the evaluation process and forms.
 - c. ESP will be evaluated by a single supervisor; however, the evaluator may seek out and incorporate feedback about the ESP'S performance from other school employees who interact with the ESP on a regular basis. The identity of other school employees whose feedback is sought and incorporated into the ESP's evaluation shall be made known to the ESP. The ESP being evaluated may identify other staff that shall be consulted during the evaluation process. Supervision, evaluation and goal setting will be based upon procedures developed by the administration; evaluation and goal setting, however, will not occur in the same year.

- d. Paraeducators and Behavior /Personal Care Attendants with less than two years' experience in the Supervisory Union will be evaluated annually based on the current evaluation instrument. Paraeducators and Behavior/Personal Care Attendants with two or more years of experience in the Supervisory Union will be subject to formal evaluation of their performance every other year, unless there is a reason to place the paraeducator or behavior/personal care attendant on a focused assistance plan. In the alternating years the paraeducator and Behavior/Personal Care Attendants will participate in the goal setting and self-reflection process.
- e. If an ESP receives an unsatisfactory evaluation, the ESP can ask for a review by an Administrator other than the person who prepared the unsatisfactory evaluation. The ESP shall have the right to have an Association Representative present at any supervisory meetings relating to this evaluation process.
- f. It is agreed that ESP will not be expected to use non-contracted hours to achieve school year goals.

7.4 **Discipline Procedures:**

- 1. First offense: A verbal warning will be given to the ESP.
- 2. Second offense: Either a verbal warning with documentation or a written reprimand will be given, depending on the seriousness of the issue. The document will be placed in the ESP's official personnel file.
- 3. Third offense: A written reprimand will be given and it will go into the ESP's official personnel file.
- 4. Fourth offense: ESP will receive an unpaid suspension or be subject to termination, depending on circumstances.

While the employer will normally follow progressive discipline, the employer reserves the right to bypass any or all steps of the discipline procedure, and reserves the right to

impose any level of discipline it deems appropriate to the situation, provided that there is just cause for the discipline.

A written reprimand is good for one year provided there is no re-occurrence of the conduct at issue. After a year, the written reprimand would drop back to a level 2 offense (verbal warning with documentation). The written reprimand will stay in the file for seven (7) years, at which time the written reprimand will be removed at the request of the ESP.

ARTICLE 8 – REDUCTION IN FORCE

- 8.1 In the event that a reduction in force is deemed necessary by the Board, the president of the Association shall be notified within five (5) days of when the Board took this action.
- 8.2 Reduction in force shall first be accomplished by staff turnover whenever possible.
 - a. ESP will have reduction in force rights in their current job classification within their employing school district or the WCSU at the time of any reduction. If ESP turnover does not eliminate the need for a reduction in force, the ESP with the least seniority in the affected classification shall be laid off, provided that remaining ESP are qualified to perform the work. However, a more senior ESP may be laid off before a less senior ESP if the Board can show that there is a demonstrably significant difference in training, knowledge, experience and performance between that senior ESP and each less senior ESP of those employed in the classification. Seniority will be followed when training, knowledge, experience and performance are equal.
 - b. (1) For purposes of this Article, seniority within any WCSU will be computed from the beginning of the ESP's most recent period of continuous employment within the WCSU in the job classification. This period of continuous employment will begin to accrue as of the first day worked for the district. Seniority will be determined by the first day of work. If it is equal, it will be determined by the date the ESP signed the contract with the district. In the event an ESP accepts a bargaining unit position in a

different classification within their employing school district he/she shall begin to accrue seniority in the new classification, but shall retain his/her former seniority in the previous classification, which shall be restored to him/her in the event the ESP returns to a position in the previous classification within the same district without a break in service.

(2) The provisions of this sub-section shall become applicable at such time as the Superintendent provides Special Education and other remedial services as required by Act 153 or 46, as may be amended. All Paraeducators and Behavior/Personal Care Attendants covered by this Agreement, either currently or as a result of compliance with Act 153 or 46 (as may be amended) shall become employees of the WCSU. For purposes of this Article, seniority among paraeducators and behavior/personal care attendants employed by the WCSU will be computed from the beginning of the paraeducator's and behavior/personal care attendant's most recent period of continuous employment in the job classification within the WCSU or any school district of the WCSU. This period of continuous employment will begin to accrue as of the first day worked for the WCSU or the district. Seniority will be determined by the first day of work. If it is equal, it will be determined by the date the paraeducator or behavior/personal care attendant signed the contract with the district or the WCSU. The job classifications covered by this section and the use of the general term 'paraeducator' shall include Paraeducators, Individual Assistants, Academic Coordinators, Speech Language Assistants, Pre-Kindergarten Assistants and Behavior/Personal Care Attendants.

- c. Upon an ESP changing jobs within a school district (or the WCSU, when applicable) due to RIF or Recall from RIF all of the ESP's leave benefits shall carry forward to the ESP's new job/classification, insofar as the new position has comparable benefits; otherwise, leave would be handled as if the ESP separates from employment with the District.

- d. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence, or by layoff, but such time will not be counted in computing seniority.
- e. Seniority in each school district or within the WCSU will be established annually as of February 1 for the preceding fiscal year.
- f. ESP regularly scheduled to work at least thirty-five (35) hours per week accrue seniority on a full-time basis; ESP regularly scheduled to work less than thirty-five (35) hours per week accrue seniority on a pro-rata basis.
- g. When seniority is equal, input from evaluations and recommendations by immediate supervisor will be taken into consideration and the Superintendent will make the final decision.

8.3 An ESP hired to work specifically with an individual student may be laid off with two weeks' notice in the event the student moves, transfers, or there is a change in the student's Plan so that the individual ESP is no longer required. An ESP so notified may apply for any open bargaining unit position within their employing district (or the WCSU, if employed thereby) for which they are qualified, and shall be given preference in the filling of the position. The ESP will be made aware of this clause at the time of hire and/or assignment to position.

8.4 If there is a vacancy in a negotiating unit position within a school district or the WCSU, laid off ESP who are currently qualified to perform the work in the job classification and who were laid off from that district or from WCSU will be recalled in seniority order. Laid off ESP shall retain the right to recall for a period of two (2) years beginning September 1 following the effective date of layoff. Notice of recall will be given by certified mail to the last address given to the Board by the ESP. A copy of the notice of recall will be given to the Association. If an ESP refuses a recall one time to a position with comparable pay and FTE or does not respond within the 12-day period, the ESP will be removed from the 2-year recall list.

- 8.5 In the event that the laid off ESP is unable to obtain other group health insurance, the Board shall permit the ESP to continue in the current medical insurance plan under COBRA at the group rate which the school district pays, provided this does not conflict with the insurance carrier's regulations.

ARTICLE 9 – CONDITIONS OF EMPLOYMENT

- 9.1 A. **Work Year:** The work year for all school year ESPs shall consist of all student contact days, and such other days as may be deemed necessary for in-service training, professional development or other activities required by the District. For full-time employees the number of work days and the number of hours scheduled for each work day shall be as outlined in Appendix A.
- B. Part time ESP may be scheduled to work fewer days per school year or fewer hours per day. The number of hours scheduled for each work day shall be included in each ESP's individual contract.
- C. In the event an employee is asked to work additional days beyond the contracted work year the employee shall be compensated at his/her regular rate when the duties are a continuation of the contracted school year duties.
- D. An ESP's contract shall specify the primary location(s) of the work assignment(s).
- E. By mutual agreement of the employee and the Superintendent a flexible work schedule could be developed. This will include the possibility of job sharing a position.
- F. All Paraeducators, Behavior/Personal Care Attendants will be notified by September 1, which days will be scheduled for in-service.
- 9.2 **Additional Time:** Any additional hours or days beyond contract requested by the Administration shall be scheduled at a mutually agreed upon time and shall be paid at the ESP's hourly rate.
- 9.3 **School Closing:** When schools are closed due to severe weather conditions or other circumstances, the ESP, with the exception of custodians and 12-month ESPs, will not

be required or requested to work on that day. Should the dismissal time at the end of the school day be altered in response to emergency conditions, including but not limited to snow conditions, the workday for ESP, with the exception of custodians and maintenance mechanics and 12-month ESPs (see Sub-sections 9.3 a and c), will end upon departure of all the buses. A contract day is fulfilled when the early release or late start is counted as a student day.

- a. A supervisor may require certain ESP to work as needed during late start, early release or school closing. ESP who are required to work while other ESP in the same classification are released will receive compensation for the extra time, paid as either straight time (1.0 hourly rate) or overtime (1.5 hourly rate), as applicable.
- b. For 12-month ESP, if the Washington Central Supervisory Union office is closed due to severe weather conditions, schools will also be considered closed. The contract day will be considered fulfilled and the ESP will not have to work the remaining hours to receive a day's pay. Any time the Principal sends ESP home due to emergency conditions, the ESP will be paid for the remainder of the hours they are scheduled to work.
- c. If a 12-month ESP reports to work and the school is subsequently closed due to inclement weather or other circumstances, the Principal or designee may authorize the supervisor(s) of such ESP to release them from further work obligations that day without loss of the full day's pay.

9.4 **Mileage:** Transportation costs authorized in writing, and incurred in connection with the school program will be reimbursed at the rate established by the IRS at the rate current at the time of the transportation.

9.5 **Calendar:** The Superintendent shall consult with the Association representatives regarding the school calendar. This will align with the new Teachers' Contract.

9.6 **Biweekly Payment:** ESP's on permanent contract will receive 26 (twenty-six) substantially equal payments. The ESP will have direct deposit in a savings or checking

account, and will execute applicable authorization to implement direct deposit.

Employees hired prior to July 1, 2019 will also have the option for a payroll check. All summer biweekly salary payments will be distributed on or before the last scheduled work day. The final paycheck for the month of June will be issued in the normal payroll cycle.

- 9.7 **Deductions:** Upon request by the individual ESP's, payroll deductions in the following areas will be honored:

Section 125 – pretax cafeteria plan:

- Premium Expense Reimbursement Account (Health and Dental)
- Dependent Care Flexible Spending Account
- Health Flexible Spending Account (“FSA”)

The specific terms of the various Reimbursement and spending accounts identified above can be found in the Section 125 Cafeteria Plan documents, which shall govern in the event of any discrepancy or ambiguity.

403(b) Investment Accounts with Vendor(s) as agreed per plan document
Computer Purchase Program
Education Association dues

- 9.8 **Workday, duty free lunch:** The workday for each ESP shall be determined by the Board annually at the time individual contracts are issued. The workday for all staff employed at least five (5) hours per day shall include a paid, 30 continuous minute duty-free lunch, to be scheduled between 10:30 a.m. and 12:30 p.m. at U-32, and during the time the cafeteria is open for lunch at the elementary schools.

- 9.9 **Professional Development:**

Prepayment or reimbursement shall be made to an ESP for professional development activities such as trainings, workshops, conferences, and courses related to the improvement of their current work. Professional development activities require pre-approval from the principal or designee. Each ESP is eligible for professional development activities up to an amount equivalent to four (4) CCV credits per year related to the improvement of their current work. Required professional development activities will count towards this total.

9.10 Retirement:

- a. Any ESP may make a voluntary deposit of his or her own funds to a 403(b) Pretax Retirement Fund via payroll deduction. The allowable amount of such deposits may be limited by the terms of the retirement plan or by IRS Regulations.
- b. The Association and the Board agree to maintain a 403(b) retirement plan for the benefit of the ESP employed by WCSU. For each full-time ESP who has been employed at least two (2) years at WCSU the Board contribution to this Plan shall be six percent (6%) of the base wages paid per the individual ESP's contract with WCSU. Once the account is established, the contribution will be deposited each pay period to the account of that ESP. All such employer contributions shall become immediately vested in full.
- c. New participants will be processed in December and June of each year with contributions retro-active to the date of the ESP's 2nd (second) anniversary. Once the account is established, the contribution will be deposited each pay period to the account of that ESP.
- d. Employees hired beginning July 1, 2019, are required to participate in the VMERS retirement plan B with the board contribution the same percentage (6%)
- e. ESP employees hired before July 1, 2019 have the option to participate in (9.10b) 403(b) retirement plan or (9.10d) VMERS retirement plan B.

9.11 Miscellaneous Benefits:

- a. All ESP shall have the right to ride the school bus, subject to space availability. The ESP will show valid school ID or a signed note from the principal or designee.
- b. The cost of any physical or medical examination required by the district or by State law shall be paid for by the employing Board.
- c. The U-32 Board shall provide six (6) uniform shirts, with replacement as needed, for all custodial, maintenance and cafeteria ESP. These will be gender specific and in a fabric that is approved by a majority of these employees. A group purchase with the

U-32 logo will be made by the District. Uniforms will be maintained by the employee and are required to be worn while on duty. A mutually agreed upon dress code will be developed with ESP representation and School Administration.

- d. All newly hired ESP shall be reimbursed the cost of their pre-employment criminal background check following one (1) year of employment. Reimbursement to the staff member will be made in the first payroll period of November following one (1) year of service.
- e. Elementary Paraeducators and Behavior/Personal Care Attendants will be provided with an electronic device to perform professional duties.

9.12 **Background checks:** The Superintendent reserves the right to conduct criminal record checks and to review applicable data banks for information relating to substantiated charges of neglect or abuse to the extent allowed or required by law. Employees and applicants for employment will execute such authorizations as may be necessary to accomplish that objective.

Notwithstanding any other provision of this Agreement the Board may issue a conditional contract of employment to an applicant subject to receipt of the applicant's criminal records check and/or substantiation of abuse from the Vermont Child Protection Registry, the Vulnerable Adult Registry or the Sex Offender Registry. The Parties agree that if an applicant is discovered to have a criminal record, or a substantiated case of neglect or abuse, the conditional contract may be terminated, and in that event the applicant shall have no further rights under this Agreement.

9.13 ESP may be reassigned to other duty by their supervisor provided they have the training needed.

9.14 **Crime and Fidelity Insurance:** An ESP required to be responsible for cash processing will be covered under the district's Crime and Fidelity Insurance. Any ESP required to make bank deposits shall be allowed to do so during the workday, and will be fully

compensated for travel pursuant to the provisions of Section 9.4 herein, to be paid on a monthly basis.

ARTICLE 10 – COMPENSATION

- 10.1 During the school year beginning July 1, 2019 through June 30, 2020, the hourly rates for staff members employed under this Agreement by the School Boards of Berlin, Calais, East Montpelier and the U-32 Board of School Directors shall be as set forth in Appendix B.
- 10.2 a. The superintendent has the authority to place each new ESP on the salary schedule based on the ESP's comparable prior education and experience, but not higher than a current ESP employed in the same classification within the employing school district with like experience.
- b. ESP's who are hired with previous experience in other Washington Central Supervisory Union Schools shall receive credit for that experience.
- c. The Association will be notified prior to the creation of any new position or classification. Upon request, the administration will meet with representatives of the Association to discuss the proposal.
- 10.3 a. Overtime will be paid for hours actually worked over 40 (forty) hours per week. The Board retains the right to schedule assigned overtime work to full year and extended school year ESPs. The Board will first seek qualified volunteers for additional work, and will offer the work in seniority order to qualified employees. In the event no employee accepts the additional work offered, the employer may require the least senior qualified employee to perform the work.
- b. Class 1, Class 2, and Class 3 Maintenance ESP will receive one 15-minute duty-free break, which is not to be used to extend lunch, and they will receive a 30-minute duty-free lunch period.

c. Changes in the academic daily schedule or school year calendar may be grounds for opening up this section of the contract.

d. Any shift change will be mutually agreed to by the respective ESP and his/her supervisor.

ARTICLE 11 – INSURANCE

11.1 Health Insurance

a. Effective July 1, 2019 ESPs may enroll in one (1) of the four (4) group health plans offered by VEHI. The District will contribute an amount of money toward the cost of health insurance premium for the plan selected by a full-time ESP equal to 80 % of the premium costs for the VEHI Gold CDHP Plan. A ESP electing coverage under the VEHI Gold CDHP Plan or a more expensive group health Plan offered by VEHI will pay the difference in premium cost between the cost of the Plan selected and the amount contributed by the District. An ESP selecting coverage under a less expensive Plan offered by VEHI may apply the District's premium contribution to the cost of the Plan selected in an amount up to but not to exceed the full cost of the annual premium for that Plan. (See Appendix C)

An eligible ESP may select single, two-person, parent and child(ren) or family coverage under any of the available plans offered by VEHI.

In addition to the premium contributions referenced above, the District will establish and maintain a Health Reimbursement Arrangement (HRA) for ESPs who select coverage under any of the Plans offered by VEHI. ESPs and the District will share responsibility for the payment of deductibles, co-payments and/or co-insurance required under each Plan offered by VEHI as follows:

Gold CDHP Plan: Maximum out of pocket (OOP) costs of \$2,500 single coverage, \$5,000 other coverages. The Board is responsible for the first 100% of OOP costs required under the level of coverage selected, which is currently \$2500 for single and

\$5000 for all other coverage levels (i.e., two person, parent/child/ family). The Board will fund these amounts through a Health Reimbursement Arrangement (HRA).

Platinum Plan: Maximum out of pocket (OOP) costs of \$2,800 single coverage, \$5,600 other coverages. The Board will have the same monetary obligation to fund the first dollar of OOP costs required under the Platinum Plan that the Board has under the Gold CDHP Plan, based on the level of coverage selected. ESPs will be financially responsible to pay the difference in last dollar OOP costs associated with the Platinum Plan, based on the level of coverage selected. The Board will fund its share of the OOP costs under the Platinum Plan through an HRA.

Gold Plan: Maximum out of pocket (OOP) costs of \$3,100 single coverage, \$6,200 other coverages. The Board will have the same monetary obligation to fund the first dollar of OOP costs required under the Gold Plan that the Board has under the Gold CDHP Plan, based on the level of coverage selected. ESPs will be financially responsible to pay the difference in last dollar OOP costs associated with the Gold Plan, based on the level of coverage selected. The Board will fund its share of the OOP costs under the Gold Plan through an HRA.

Silver Plan: Maximum out of pocket (OOP) costs of \$4,000 single coverage, \$8,000 other coverages. The Board will have the same monetary obligation to fund the first dollar of OOP costs required under the Silver Plan that the Board has under the Gold CDHP Plan, based on the level of coverage selected. ESPs will be financially responsible to pay the difference in last dollar OOP costs associated with the Silver Plan, based on the level of coverage selected. The Board will fund its share of the OOP costs under the Silver Plan through an HRA.

There will be no pro-ration of the District's contribution toward HRA funding for ESPs who become employed or eligible for insurance after January 31 of any Plan Year.

Funds in the HRA will be available and may be used solely to pay for qualified medical and prescription drug expenses that track towards the annual deductible, co-payment or co-insurance expenses required by the Plan selected. There shall be no payments caps

on a “per participant” basis other than the maximum HRA contribution made by the District.

Payments for eligible OOP charges incurred will be made automatically to the Provider. The WCSU Flexible Benefits Plan document will allow employees to roll over funds from one calendar year to the next to the extent allowed by law.

Unspent funds in the District’s HRA will not roll over or accumulate from year to year, but will revert to the District, subject to a ninety (90) day run out period.

Any substantive or procedural issue related to the operation or administration of the HRA Plan not specified herein is left to the discretion of the District.

The Board will be responsible for the administrative costs of operating the HRA plan.

- b. In cases where ESP who are either married to each other or are civil union partners and are both employed under the terms of this agreement, one ESP shall select primary coverage and the other shall be covered as a dependent.
- c. All premium rebates received will be divided and distributed between the school district and the ESP’s employed thereunder based on the respective percentage of premiums paid by each party.
- d. Employees can convert employee-paid health and dental insurance premiums, deductibles, co-payments, co-insurance and uninsured medical and dental expenses to pre-tax expenses in the WCSU Flexible Benefits Plan. The set-up and maintenance costs for said plan will be borne by the Board. ESP’s shall pay their share of health and dental insurance premium costs through the WCSU Flexible Benefits Plan established for that purpose.
- e. ESP eligible for health insurance benefits who neither elect coverage nor receive coverage as a dependent shall receive thirty-five hundred dollars (\$3,500.00) in addition to their salary, provided the ESP demonstrates proof of health insurance coverage for the ESP and his/her dependents from another source.

- 11.2 a. In the event that an ESP covered by this Agreement is disabled as a result of a serious illness causing continuous absence, the Board agrees, upon the submission of proper medical certification, to pay the Board's share of continued participation in the health insurance plan for up to three (3) months after the ESP's sick leave is used up. This benefit shall be concurrent with any rights or benefits for which an ESP may be eligible under the Vermont Parental and Family Leave Law or Federal Family Medical Leave Act (FMLA). The Board also agrees to allow the ESP to remain in the group policy if he/she chooses and pays his/her own premium to the maximum period provided by law, provided this does not conflict with the insurance carrier's regulations.
- b. Upon the death of an ESP who has health benefits, the district will continue to pay its share of the premium for two-person or family benefits for 90 days after the death of the employee.
- 11.3 **Dental Insurance:** The Board agrees to hold a Master Policy for a dental insurance plan, and it will absorb the administrative costs, including any payroll deduction of premium costs, for such a plan. The Board shall pay one hundred percent (100%) of a single membership for full-time ESP employed at WCSU. If any ESP chooses to add one or more dependents, they shall pay any additional costs over a Single membership. Coverage for ESP not previously included under the terms of the dental plan will begin in the first full month following ratification of this agreement, or at such later date as may be consistent with the regulations of the insurance carrier.
- 11.4 **Workers' Compensation:** All ESP will be covered by Workers' Compensation Insurance as a protection against personal injury while on duty.
- 11.5 **Disability Insurance:** The Board agrees to provide group long term disability ("LTD") insurance coverage to all ESP who are scheduled to work at least 24 hours per week on a regular basis. Disability coverage will begin after meeting the eligibility requirement for receiving benefits under the disability plan as determined by the disability insurance carrier. The LTD Plan will include a ninety (90) calendar day elimination period. The benefit will cover sixty-six and two-thirds percent of monthly earnings with a maximum

benefit of \$6,000 per month. The current LTD Plan includes a \$10,000 employee life insurance benefit.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.1 Definition.

- a. Any claim by the Association or an ESP that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, or a violation of its or his/her right to fair treatment, shall be a "grievance." However, grievances, with respect to any matters that are not a specific part of this Contract, shall not be subject to resolution by arbitration, and the resolution of such non-contractual matters shall not be deemed to establish precedent.
- b. Grievant: The person or persons making the claim.
- c. Time Limits--All the time limits consist of school days except that when a grievance is submitted on or after June 1, time limits shall consist of all weekdays so that the matter may be resolved before the close of school or as soon as possible thereafter. School days for purposes of the grievance procedure shall mean ESP employment days.
- d. Association Representation--At least one (1) Association representative shall have the right to be present for any meetings, hearing, appeals, or other proceedings relating to a grievance which has been formally presented. Nothing contained herein will be construed as limiting the right of any ESP having a grievance to discuss the matter informally with his or her supervisor and having such grievance adjusted without intervention of the Association; provided, the Association has been notified of the adjustment and the adjustment is not inconsistent with the terms of this Agreement.

- 12.2 **Procedure.** A grievance shall be in writing and it shall specify the issue being grieved, the provisions of the Agreement which have been violated, and the remedy requested. No grievance shall be given formal consideration unless it is filed at Step 1 within thirty

(30) days after the grievant had knowledge, or should have had knowledge, of the occurrence that gave rise to the grievance.

Step 1--The ESP or the Association may present the grievance, in writing, to the Principal who will arrange for a meeting within five (5) days after receipt of the grievance. The Association's representatives have the right to attend the meeting. The Principal must provide the grievant and the Association with a written answer on the grievance within three (3) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step 2--If the grievance is not resolved at Step 1, then the Association shall have the right to refer the grievance to the Superintendent, or his/her official designee, within six (6) days after the Step 1 meeting. The Superintendent shall arrange for a meeting with the representatives of the grievant 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 and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have ten (10) days in which to provide his/her written decision to the Association.

Step 3--Arbitration--If the Association is not satisfied with the disposition of the grievance at Step 2, or the Step 2 time limits expire without the issuance of the Superintendent's written answer, then the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within fifteen (15) days of the date for the Step 2 reply, then the grievance will be deemed withdrawn.

- 12.3 Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party during this grievance procedure.
- 12.4 The arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.

- 12.5 Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party will bear full costs for that transcript. Should both parties order a transcript then the cost of the two transcripts will be divided equally between the parties.
- 12.6 The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance.
- 12.7 No reprisals of any kind will be taken by the Board or by the school administration against any ESP because of his/her participation in the grievance procedure.
- 12.8 The Board and the Administration will cooperate with the Association in the investigation of any grievance, and, further, will furnish the Association with such information as is requested for the processing of any grievance. Should any new information be uncovered during an investigation, the parties may agree to remand the grievance to a previous step of the procedure for further consideration. Should the investigation or processing of any grievance require that an ESP or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
- 12.9 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 12.10 A grievance may be withdrawn at any level without establishing precedent.
- 12.11 There shall be only one official personnel file, and this file shall be maintained in the superintendent's office. Upon reasonable request and at non-working times an employee may review the contents of his/her personnel file, and may receive a copy of such documents at his/her expense. An Association and/or administration representative may be present during such review. For convenience, a copy of the ESP's personnel file may also be maintained in the principal's office.

ARTICLE 13 – LEAVES AND ABSENCES

- 13.1 **General:** Leave for ESP as provided in this article is earned and taken on a pro-rata basis, consistent with the full time schedule for the employee's classification.
- 13.2 **Holiday:** Holidays for ESP who work twelve (12) months shall be as follows: Labor Day, Veterans' Day, Thanksgiving Day, and the Friday following Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Town Meeting Day, Memorial Day, Independence Day, and Bennington Battle Day. Holidays which fall on Saturday shall be celebrated on Friday, and holidays which fall on Sunday shall be celebrated on Monday. The Administration may require some or all ESP to work on a holiday, in which case the ESP shall be paid at their regular rate and shall also receive a "floating holiday" to be used at a mutually agreeable time within the next twelve months. The Administration shall give at least two (2) weeks prior notice to any ESP required to work on a holiday; an ESP may be excused from work on a holiday for good cause shown, provided that the ESP notifies the administration at least one week prior to the holiday in question.
- 13.3 **Sick Leave:**
- a. Newly hired ESPs shall be credited with fifteen (15) sick leave days annually. Unused sick leave may be accumulated to a maximum of 720 hours (8 hour position) or 630 hours (7 hour position).
 - b. When the effective date of employment is after the beginning of the work year, the ESP shall be given a pro-rata allowance of sick leave for the remainder of the year based on the number of workdays remaining in the school's fiscal year for that ESP.
 - c. An ESP who leaves part way through the contract year will receive a prorated amount of days based on the days fulfilled for their contract and will pay days used back if needed.
 - d. No ESP may use more sick leave than is required to meet the elimination period provided under the long term disability plan.
 - e. A doctor's certificate may be requested by the employer if the ESP's use of sick leave indicates a pattern of possible leave abuse.

- f. Leave for temporary disability related to pregnancy or childbirth shall be in accordance with Article 13, Section 13.8 of this Agreement.
- g. Any ESP member may donate up to twenty-four (24) sick hours to any other ESP member across the WCSU who has used all sick leave days allotted to him/her according to the following provisions:
 - 1) No one person may receive more than eighty (80) donated days per year; provided, however, that no ESP shall be eligible to receive more sick days than are necessary to meet the 90 day elimination period for the disability insurance program.
 - 2) The recipient of donated sick leave must have exhausted all leave time.
 - 3) The recipient must provide a doctor's certification of medical disability at the time the request for donated sick leave is made. At the option of the Board, a second opinion may be required. If a second opinion is required by the Board, the Board agrees to reimburse the ESP based on validated receipts for any out-of-pocket expenses that the ESP incurs. This shall include co-pay, mileage if outside of a 30-mile radius of their school district, and overnight stays.
 - 4) ESP may donate sick time to a member of the bargaining unit called up for duty in the armed forces as provided in Article 13, § 13.12, Military Leave, after the individual has exhausted all leave.
 - 5) An ESP may not use donated sick leave in order to take time off for elective medical procedures.

13.4 **Family Illness:**

Up to fifteen (15) days per contract year of an ESP's personal sick leave may be used for serious illness or a temporary disability of a member of an ESP's immediate family. Immediate family is defined as: spouse or civil union partner, parents/step-parents, children/step-children, foster children, siblings, current mother/father-in-law, grandparents, grandchildren, current brother/sister-in-law, current son or daughter-in-law. The school board may approve more days for family illness on a case-by-case basis.

- a. The Administration may request a doctor's certificate regarding the health status of the family member in order to justify access to this benefit.
- b. ESP shall provide the name and relationship of the person who is sick to be eligible to use sick leave under this section.

13.5 **Bereavement Leave:** Up to five (5) consecutive days may be granted for each death in the ESP's 'immediate family' as defined below. Nonconsecutive days are allowed for a later committal. One (1) day shall be granted for each death in the ESP's 'other family' as defined below. Two (2) additional days may be granted for travel with the approval of the Superintendent, or designee.

- a. Immediate family is defined as: spouse or civil union partner, parents/step-parents, children/step-children, foster children, siblings, current mother/father/son or daughter-in-law, grandparents, grandchildren, current brother/sister-in-law. Other family is defined as: Aunt, uncle, niece, nephew, cousins and step siblings.
- b. ESPs must provide the name and relationship of the deceased to be eligible for bereavement leave.
- c. The Superintendent or designee may approve a request for bereavement leave upon the death of an unrelated person who was in a significant familial relationship to the employee.

13.6 **Personal Leave:** Up to three (3) days per year without loss of pay shall be granted for leaves for personal, emergency, legal, business, household, or family matters under the following provisions:

- a. Whenever possible, prior notice shall be given at least 24 hours in advance to the ESP's principal or designee.
- b. Personal leave days may not be granted solely to extend a holiday weekend or school vacation period, but may be granted at such times for a purpose consistent with this section.
- c. Such leave will be in addition to any other leave provided in this Article. Unused personal leave shall not be cumulative from year to year.

13.7 **Professional Development Leave:** The Superintendent or designee may approve leave with pay to allow an ESP to attend professional education conferences or meetings, or school visitations, or any other activity deemed to be of value to the school district. Normally, an ESP will be expected to apply at least five (5) days in advance for professional leave. The Superintendent or designee may also approve funds to defray the cost of approved professional development activities associated with such leave.

13.8 **Family Medical / Parental Leave:**

The family medical and parental leave provisions herein are available to ESP's employed at least one (1) year and who are regularly scheduled to work at least thirty (30) hours a week. Leave hereunder shall run concurrent with any statutory family medical leave or parental leave for which an ESP may be eligible under the federal Family and Medical Leave Act (FMLA) or Vermont's Parental and Family Leave Act (VPFLA). This Article does not create additional leave entitlements for eligible employees beyond those established by statute.

a. Family Medical Leave

(1) An ESP shall be entitled to a leave for up to twelve (12) weeks, unpaid, during any twelve (12) month period in the case of a serious health condition of the employee or in the ESP's immediate family. During this period the ESP may use up to six weeks of sick leave or other accrued leave. A serious health condition is defined as an illness, injury, impairment for physical or mental conditions that involves inpatient care in a hospital, hospice or residential medical-care facility, or continuing treatment by health-care providers.

(2) Providing care for a serious health condition does not diminish the benefit under the sick leave Article for use by the ESP him/herself or in other instances of family illness, except as to the number of sick days used.

b. Parental Leave

ESP's shall be entitled to a leave for up to twelve (12) weeks, unpaid, during any twelve (12) month period: (1) during the ESP's pregnancy, or following the birth of a child, or (2) following the placement of a child with the ESP for adoption or foster

care. During these periods of parental leave, the ESP may use up to six weeks of sick leave or other accrued paid leave.

c. Unpaid Leave

No provisions of this Article or the contractual definitions of “serious health condition” shall be determined to diminish the entitlement of any eligible ESP to unpaid leave under Vermont’s Parental and Family Leave Act (VPFLA) or under the Family Medical and Leave Act (FMLA). Leave taken under this Article shall be credited against any leave entitlement under the VPFLA or the FMLA to the full extent of the law, provided the District has notified the employee in advance of the approved leave period that said leave will be counted against his or her entitlement. Benefits during unpaid leave will be as mandated in the VPFLA and the FMLA for eligible ESPs.

d. ESPs requesting leave under this section shall provide supporting medical documentation as required by the District.

13.9 **Medical Certification:** In appropriate cases (i.e., where there is a reasonable basis to believe that the employee may not be fit for duty) the Superintendent may require an ESP to provide medical certification, in writing, attesting to the ESP’s ability to perform the essential duties of his/her position.

13.10 **Extended Leave of Absence:** An unpaid leave of absence for a term not to exceed one (1) academic year [except as modified in accordance with Section 13.8] shall be granted upon the request of an ESP for reasons of pregnancy; child care, if the leave is requested immediately after birth or adoption; or personal illness. The Board, at its discretion, may grant an extended leave of absence for other purposes including, but not limited to, professional study.

The conditions of an extended leave are as follows:

- a. The ESP shall request said leave at least thirty (30) days in advance, except in the case of an emergency.
- b. An ESP on an unpaid leave of absence may return to his/her position at the

beginning of any semester, provided notice was given to the administration at the time the leave commenced.

- c. An ESP on leave of absence may continue to participate in the medical insurance plan herein provided at his/her own expense, subject to the regulations of the insurance carrier, and provided said ESP pays the premiums due prior to the regularly scheduled group premium payment being made by the Board.
- d. Failure of the ESP to notify the Board of his/her intent to return by April 1 shall relieve the district of all contractual obligations. Such notification shall be by certified mail or hand delivered and date stamped at the Principal's Office.
- e. The ESP granted such leave is guaranteed a return to the same or a substantially equivalent position and placement on the next salary step.

13.11 **Jury Duty:** When an ESP is called to jury duty, the district shall pay the ESP regular base wages, less such compensation as may be paid for jury duty. The ESP shall retain any amounts paid for expenses, such as meal allowances or mileage.

13.12 **Military Leave:**

- a. The Board will grant a leave of absence to the extent required by law to an ESP who is called up for active duty in the Armed Forces of the United States, or to serve in the Vermont National Guard, Army Reserve, or other Reserves. The Board will adhere to all federal and state laws upon an ESP's return to employment from any such military leave of absence.
- b. When an ESP or member of an ESP's immediate family (i.e., child, spouse, parent) is called to active military service for a period of six (6) months or longer, the ESP may use up to five (5) days of sick leave (in addition to any accrued personal leave or vacation leave available to the ESP) prior to the ESP's or the ESP family member's date of departure to attend to personal and family matters related to the military activation. The paid leave shall be taken in one (1) day increments. In the event the ESP has no accrued sick leave, other staff in the school will be allowed to donate sick leave to the ESP.

- 13.13 **Unauthorized Leave:** If any ESP is absent and no accrued paid leave balance applies to the absence, salary shall be reduced by the per diem rate of pay for each day of such absence. Per Diem rate of pay is computed by dividing base annual salary by contract number of days. An ESP absent without leave may be subject to disciplinary action.
- 13.14 **Vacations:** Commencing after the first six (6) full or partial months of employment beginning the first day of work in the district, each ESP who works full-time year round shall accrue vacation up to the following maximum number of days per year:

<u>Years Employed</u>	<u>Maximum Days Accrued Per Year</u>
After 6 months to less than 1 year	5 days
Beginning 1 year to completion of 4 years	10 days
Beginning 5 years to completion of 10 years	15 days
Beginning 11 years	20 days

In the event an ESP was eligible to receive twenty-five vacation days at the start of the 2010-2011 school year said ESP shall continue to receive vacation days at that level.

Earned vacation days may be taken at any time during the fiscal year, provided the leave has been previously approved by the ESP's supervisor. Vacation days not taken due to workload at the request of a supervisor shall be paid at the ESP's per diem rate of pay. Such work, in lieu of vacation, shall be on a voluntary basis. Any vacation days not used during the fiscal year (July 1 to June 30) must be used by November 1st of the following year. An ESP shall forfeit any vacation days not taken during the next succeeding fiscal year after it is earned. A vacation day shall be equal to an ESP's regularly scheduled workday.

An ESP who separates from employment with the District in good standing shall be paid for all accrued, unused vacation time. ESPs who leave part way through a contract year will receive payment for a prorated amount of vacation days based on the days fulfilled for their contract and will reimburse the school district for vacation days used in excess of the number of days earned.

- 13.15 **Severance Pay:** After serving five (5) years in the district, a full-time ESP separating from employment in good standing shall be paid the sum of fifteen dollars (\$15.00) per day for each day of accumulated sick leave up to a maximum of fifty (50) days.

ARTICLE 14 – NOTICE OF VACANCIES AND TEMPORARY EMPLOYEES

- 14.1 ESP covered by this Agreement shall be notified of all vacancies which occur in schools covered by this Master Agreement as they become available and shall have the option of applying for any available positions. In filling of vacancies, priority consideration will be given to persons already employed in the school with the vacancy, provided that their qualifications for such vacancies are at least equal to those of other applicants.
- 14.2 All vacancies shall be visibly posted in the following areas as available: on the staff bulletin boards in the front office, staff lounge, on the internet with a link on the WCSU website and custodial break room for at least three (3) working days prior to the closing of the application period. A copy of the vacancy notice will be given to the Association presidents. During the summer months, the notice will be mailed to the President(s) of the Association.
- 14.3 The district shall have the option to hire a person on a temporary full or part-time basis to perform the work of an ESP in order to meet needs that were not or could not have been anticipated.

A person hired on a temporary full or part-time basis may be employed for a maximum of thirty calendar (30) days. For employees hired in a temporary status due to an FMLA leave situation, they may be hired for a maximum of ninety calendar (90) days. At the close of a temporary period, the district must either create a new position or eliminate the temporary position. If the district creates a regular full or part-time position, and the temporary person is hired to fill the newly created position, his/her service as temporary employee shall be credited toward the completion of the four-month probationary

period, and he/she shall be paid in accordance with the terms of the negotiated salary schedule. Seniority shall accrue from the date of hire in the regular position.

Temporary employees shall be paid an hourly wage rate consistent with the salary schedule.

Members of the bargaining unit who have been laid-off and who retain recall rights shall be offered positions in their employing school district as temporary employees prior to the openings being advertised to the general public or being awarded to non-members of the bargaining unit. Individuals on recall shall be offered temporary positions in their employing school district on the basis of seniority. Individuals on recall do not waive or lose any rights guaranteed under the Master Agreement by accepting or rejecting a temporary position.

ARTICLE 15 – GENERAL

- 15.1 If any provision of this Agreement or any application thereof to any ESP or group of staff is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purposes of renegotiating the provision(s) affected.
- 15.2 This Agreement may only be modified in whole or in part by the parties, by an instrument in writing, duly executed by both parties.
- 15.3 This Agreement incorporates the entire understanding of the parties on all matters that were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.

ARTICLE 16 – NO STRIKE PLEDGE

The Board and the Association agree that disputes that may arise between them shall be settled without strike or lockout. The Board agrees it will not lock out any or all of its ESPs during the term of this Agreement, and the Association agrees on behalf of itself and its membership that there shall be no strikes, slow-downs, or interference of the normal operation of the school during the term of this Agreement.

ARTICLE 17 – LABOR MANAGEMENT COMMITTEE

The Board and the Associations agree to maintain a WCSU Labor-Management Committee. The purpose of the Committee is to discuss, explore, and study issues referred to it by the parties of this Agreement in an effort to foster positive communications. The Committee shall have no authority to change, delete or modify any of the terms of this Agreement, nor to settle grievances arising under this Agreement. The Association representatives shall include all sitting Association President(s) who shall serve as a “floating” member on the WCEA Association’s Labor Management Committee.

ARTICLE 18 – EARLY RETIREMENT OPTIONS

During the life of this agreement any school board may, at its sole discretion, design and offer an early retirement program to ESP employed by the Board who have worked a minimum of fifteen (15) years within the Supervisory Union. The early retirement program will only be available to the ESP if the School Board affirmatively votes to adopt an early retirement program to be applicable for any given school year.

ARTICLE 19 – ACKNOWLEDGMENT OF ARBITRATION

In accordance with 12 V.S.A. § 5652(b) the Board and the Association understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the Board and the Association understand that they will not be able to bring a lawsuit concerning any dispute that

may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in Article 12, Grievance Procedure.

ARTICLE 20 - DURATION OF AGREEMENT

The provisions of this Agreement will be effective as of July 1, 2019 and will continue and remain in full force and effect until June 30, 2020. Said Agreement will automatically include additional periods of one (1) year unless either the Board or the Association gives notice, in writing, to the other, no later than November 1 prior to the expiration date or any anniversary thereof, of its desire to reopen this Agreement and to negotiate over terms of a Successor Agreement.

IN WITNESS WHEREOF, the Boards and the Associations have caused their duly authorized representatives to enter into this Collective Bargaining Agreement this 27th day of June, 2019.

For the Boards of School Directors

For the Associations:

BY K. Bradley
U-32 School Board
Kari Bradley

BY Mary Ell Hill
Co-President, U-32 Staff Association

BY Vera Frazier
Berlin School Board
Vera Frazier

BY Rebecca Pellegrini
WCEA Staff Representative

BY Susanna Culver
Calais School Board
Susanna Culver

BY Flor Diaz-Smith
East Montpelier School Board
Flor Diaz-Smith

BY Matthew DeGroot
WCSU Board of School Directors
Matthew DeGroot

**EDUCATIONAL SUPPORT PERSONNEL
SUMMARY OF SALARY SCHEDULE CALCULATIONS
Effective July 1, 2019-June 30, 2020**

APPENDIX A

Full-time Equivalent Equals

Hours

Days

FY19-20

CLASS ONE

Positions

Food Services Worker	7 or 8	180
Assistant Cook	7 or 8	180
Cook	7 or 8	180
Custodian	8	261

CLASS TWO

Positions

Cook/Food Service Agent	7 or 8	180
Tech Library/Media	7 or 8	183
Technician(Various)	7	185
Technician/Administrative Assistants(Various)	8	185
Administrative Assistant(Various)	7 or 8	185
Administrative Assistant	8	261
Office Manager	8	261

CLASS THREE

Positions

Paraeducator	7 or 8	183
Individual Assistant	7 or 8	183
Academic Coordinator(Various)	7 or 8	183
Behavior Interventionist/Personal Care Assistant*	7 or 8	183
Maintenance & Mechanic**	8	261

*Behavior Interventionists/ Personal Care Attendants will receive a salary using hourly rates in Class 3 increased by 10%.

**Parties agree that the administration may pay persons in maintenance and mechanic positions an additional hourly stipend in order to meet market demands.

U32 Educational Support Personnel Salary Schedule
 FY2019-2020

Appendix B

3.50%

<u>STEP</u>	<u>YOE</u>	<u>CLASS 1</u>	<u>CLASS 2</u>	<u>CLASS 3</u>
A	0	\$15.48	\$15.48	\$15.81
B	1	\$15.87	\$15.87	\$16.20
C	2-5	\$16.20	\$16.20	\$16.54
D	6-8	\$16.68	\$16.68	\$17.04
E	9	\$17.03	\$17.03	\$17.38
F	10	\$17.36	\$17.36	\$17.72
G	11	\$17.71	\$17.71	\$18.07
H	12-13	\$18.06	\$18.06	\$18.43
I	14	\$18.42	\$18.42	\$18.81
J	15-17	\$18.80	\$18.80	\$19.19
K	18-20	\$19.17	\$19.17	\$19.56
L	21-23	\$19.55	\$19.55	\$19.95
M	24-26	\$19.94	\$19.94	\$20.35
N	27	\$20.34	\$20.34	\$20.75
O	28+	\$20.74	\$20.74	\$21.17
U	Off Grid	3.50%	3.50%	3.50%

Parties agree that the administration may pay persons in maintenance and mechanic positions an additional hourly stipend in order to meet market demands.

Behavior Interventionists/ Personal Care Attendants will receive a salary using hourly rates in Class 3 increased by 10%.

Washington Central SU -Annual Health Insurance Summary-ESP

Using July 1, 2019 Cost information Note: July 1, 2020 rates to be determined.

NOTE: O-O-P is the Total Out-of-Pocket-Maximum for both medical and prescription drug benefits

APPENDIX C-1

	<u>EMPLOYEE Annual Maximum Cost</u>			<u>EMPLOYER Annual Maximum Cost</u>			<u>Combined Totals</u>		
	<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>	<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>	<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>
CDHP-Gold Plan									
Single	\$1,545	\$0	\$1,545	\$6,181	\$2,500	\$8,681	\$7,726	\$2,500	\$10,226
Two Person	\$2,902	\$0	\$2,902	\$11,608	\$5,000	\$16,608	\$14,510	\$5,000	\$19,510
Parent Child	\$2,389	\$0	\$2,389	\$9,556	\$5,000	\$14,556	\$11,945	\$5,000	\$16,945
Family	\$4,280	\$0	\$4,280	\$17,122	\$5,000	\$22,122	\$21,402	\$5,000	\$26,402
Opt Out with Proof of Coverage						\$3,500			\$3,500
Platinum Plan									
Single	\$2,485	\$300	\$2,785	\$6,181	\$2,500	\$8,681	\$8,666	\$2,800	\$11,466
Two Person	\$5,723	\$600	\$6,323	\$11,608	\$5,000	\$16,608	\$17,331	\$5,600	\$22,931
Parent Child	\$4,934	\$600	\$5,534	\$9,556	\$5,000	\$14,556	\$14,490	\$5,600	\$20,090
Family	\$7,394	\$600	\$7,994	\$17,122	\$5,000	\$22,122	\$24,515	\$5,600	\$30,115
Opt Out with Proof of Coverage						\$3,500			\$3,500
Gold Plan									
Single	\$2,133	\$600	\$2,733	\$6,181	\$2,500	\$8,681	\$8,314	\$3,100	\$11,414
Two Person	\$5,020	\$1,200	\$6,220	\$11,608	\$5,000	\$16,608	\$16,629	\$6,200	\$22,829
Parent Child	\$4,358	\$1,200	\$5,558	\$9,556	\$5,000	\$14,556	\$13,914	\$6,200	\$20,114
Family	\$6,414	\$1,200	\$7,614	\$17,122	\$5,000	\$22,122	\$23,536	\$6,200	\$29,736
Opt Out with Proof of Coverage						\$3,500			\$3,500
CDHP-Silver Plan									
Single	\$480	\$1,500	\$1,980	\$6,181	\$2,500	\$8,681	\$6,661	\$4,000	\$10,661
Two Person	\$1,713	\$3,000	\$4,713	\$11,608	\$5,000	\$16,608	\$13,322	\$8,000	\$21,322
Parent Child	\$1,672	\$3,000	\$4,672	\$9,556	\$5,000	\$14,556	\$11,228	\$8,000	\$19,228
Family	\$1,833	\$3,000	\$4,833	\$17,122	\$5,000	\$22,122	\$18,955	\$8,000	\$26,955
Opt Out with Proof of Coverage						\$3,500			\$3,500

Washington Central SU -Bi-Monthly Health Insurance Summary-ESP
 Using July 1, 2019 Cost information Note: July 1, 2020 rates to be determined.

NOTE: O-O-P is the Total Out-of-Pocket-Maximum for both medical and prescription drug benefits

APPENDIX C-2

	<u>EMPLOYEE Per Payperiod Cost</u>			<u>EMPLOYER Per Payperiod Cost</u>			<u>Combined Totals</u>		
	<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>	<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>	<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>
CDHP-Gold Plan									
Single	\$64.39	\$0.00	\$64.39	\$257.54	\$104.17	\$361.71	\$321.93	\$104.17	\$426.10
Two Person	\$120.92	\$0.00	\$120.92	\$483.68	\$208.33	\$692.01	\$604.60	\$208.33	\$812.93
Parent Child	\$99.54	\$0.00	\$99.54	\$398.17	\$208.33	\$606.51	\$497.72	\$208.33	\$706.05
Family	\$178.35	\$0.00	\$178.35	\$713.40	\$208.33	\$921.73	\$891.75	\$208.33	\$1,100.08
Opt Out with Proof of Coverage						\$134.62			\$134.62
Platinum Plan									
Single	\$103.53	\$12.50	\$116.03	\$257.54	\$104.17	\$361.71	\$361.07	\$116.67	\$477.74
Two Person	\$238.47	\$25.00	\$263.47	\$483.68	\$208.33	\$692.01	\$722.15	\$233.33	\$955.48
Parent Child	\$205.59	\$25.00	\$230.59	\$398.17	\$208.33	\$606.51	\$603.77	\$233.33	\$837.10
Family	\$308.07	\$25.00	\$333.07	\$713.40	\$208.33	\$921.73	\$1,021.47	\$233.33	\$1,254.80
Opt Out with Proof of Coverage						\$134.62			\$134.62
Gold Plan									
Single	\$88.89	\$25.00	\$113.89	\$257.54	\$104.17	\$361.71	\$346.43	\$129.17	\$475.60
Two Person	\$209.18	\$50.00	\$259.18	\$483.68	\$208.33	\$692.01	\$692.86	\$258.33	\$951.19
Parent Child	\$181.60	\$50.00	\$231.60	\$398.17	\$208.33	\$606.51	\$579.77	\$258.33	\$838.10
Family	\$267.25	\$50.00	\$317.25	\$713.40	\$208.33	\$921.73	\$980.65	\$258.33	\$1,238.98
Opt Out with Proof of Coverage						\$134.62			\$134.62
CDHP-Silver Plan									
Single	\$19.99	\$62.50	\$82.49	\$257.54	\$104.17	\$361.71	\$277.54	\$166.67	\$444.20
Two Person	\$71.40	\$125.00	\$196.40	\$483.68	\$208.33	\$692.01	\$555.08	\$333.33	\$888.41
Parent Child	\$69.68	\$125.00	\$194.68	\$398.17	\$208.33	\$606.51	\$467.85	\$333.33	\$801.18
Family	\$76.38	\$125.00	\$201.38	\$713.40	\$208.33	\$921.73	\$789.78	\$333.33	\$1,123.11
Opt Out with Proof of Coverage						\$134.62			\$134.62