

Contract Agreement
between
The Northfield School District Board of Directors
and
Washington South Supervisory Union
Boards of School Directors
and
The Educational Support Personnel Unit
of
Washington South Education Association
~~School Years 2016-2017~~
School Years 2017-2020

Table of Contents

{Check page numbering before printing}

PREAMBLE	3
RECOGNITION	4
RIGHTS OF THE ASSOCIATION	5
RIGHTS OF THE BOARD	6
GENERAL	6
NEGOTIATIONS	8
RIGHTS OF THE EMPLOYEE	8
SUPERVISION AND EVALUATION	10
SCHOOL YEAR	12
DEFINITIONS FOR EDUCATIONAL SUPPORT PERSONNEL	12
CONDITIONS OF EMPLOYMENT	13
BENEFITS	16
LEAVES	19
GRIEVANCE PROCEDURES	23
REDUCTION IN FORCE AND RECALL	27
COMPENSATION	29
SEVERABILITY.....	32
COMPLETE AGREEMENT.....	32
DURATION.....	33

ACKNOWLEDGMENT OF ARBITRATION.

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 Board and the Association agree to submit any such dispute to an impartial arbitrator.

PREAMBLE

The Parties enter into this Agreement in order to effect the provisions of VSA Title 21, Chapter 22 of the Vermont Statutes Annotated, to encourage and increase effective and harmonious working relationships between the Northfield and Washington South Supervisory Union (“WSSU”) Boards of School Directors (hereinafter referred to individually or collectively as the “Board” or “Boards”) and its employees represented by the Educational Personnel Support Unit of the Washington South Education Association, affiliated with the Vermont NEA/NEA (hereinafter referred to as the “Association”) and to enable the employees more fully to participate in and contribute to the development of policies dealing with salaries, related economic conditions of employment, procedures for processing complaints and grievances relating to employment, and any mutually agreed upon matters not in conflict with the statutes and laws of the State of Vermont so that the cause of public education may best be served in the Northfield Town School District and the Washington South Supervisory Union.

If any portion of this Agreement or any application thereof is held to be contrary to existing state or federal laws by an appropriate court, then such provision or application will not be deemed valid or subsisting except to the extent permitted by law; but all other provisions and applications will continue in full force and effect. If any such provision is held contrary to law, that provision will be negotiated in the succeeding contract.

The Association and the Boards subscribe to the principle that differences between them should be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that there will be no work stoppage, or other concerted refusal to perform work by the employees covered by this Agreement nor any instigation thereof during the life of this Agreement.

The Association and the Boards further agree to abide by all relevant state and federal laws.

ARTICLE I RECOGNITION

- 1.1** The Board recognizes the Association, for the purpose of collective bargaining, pursuant to Title 21, Chapter 22, of the Vermont Statutes Annotated, as the exclusive representative of a bargaining unit, as certified by the Vermont Labor Relations Board, composed of Educational Support Personnel employed by the Boards which includes: Instructional Assistants, Food Service Personnel, Maintenance, Custodians, **Technology Information Personnel**, and

Administrative Assistants, (excluding the Administrative Assistant to the Superintendent and the Administrative Assistant to the Director of Special Services).

- 1.2 Unless otherwise indicated, the persons in the above unit will be referred to as “employees”, or “members of the bargaining unit”.

ARTICLE II RIGHTS OF THE ASSOCIATION

- 2.1 The Association or its representatives shall have the right to use such facilities and equipment as are normally located for employee use within the school, as well as school audio-visual equipment, at reasonable times and upon appropriate request to the Principal, provided that such use does not interfere with the teaching of pupils or interrupt normal school operations. Any cost for repair or replacement as the result of such use of the equipment will be borne by the Association.
- 2.2 The Association or its representatives shall be permitted to transact official business or conduct Association meetings on school property during the non-working time of the individual employee(s) at reasonable times, provided that this shall not interfere during school hours with the teaching of pupils or assigned duties, or interrupt normal school operations. An employee whose shift extends beyond the student day may be excused from his/her work duties for a maximum of one (1) hour per month for the purpose of attending Association meetings with the advance approval of the supervisor. The Supervisor shall re-schedule the time missed within the pay period.
- 2.3 The Association or its representatives shall have the right to use the staff rooms and areas as well as all intra-district computer systems for the posting of notices of its activities and matters of Association concern.
- 2.4 The Association or its representatives may use the school mailboxes for communications with employees.
- 2.5 It is understood that any non-employee Association representative shall comply with District and building policy concerning the presence of non-employees within District buildings.
- 2.6 The Association retains all rights granted by VSA Title 21, Chapter 22.
- 2.7 A representative of the Association will have standing to address the Board at any public meeting regardless of the representative’s town of residence.
- 2.8 The Board recognizes that the Association is authorized by statute to establish an Agency Fee which shall apply to employees who are not members of the Association, but for whom the Association is the exclusive bargaining agent. This collective bargaining service fee will be determined by the WSEA and will not exceed percent eighty five percent (85%) of the amount payable as dues by members of the WSEA. The service fee shall be used to defray the costs of representing the employee.

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

ARTICLE III RIGHTS OF THE BOARD

- 3.1 It is recognized that the Boards are vested with the responsibility for the management and operation of the school district and the WSSU by the laws of the State of Vermont and regulations of the State Board of Education. Except as modified by express language in this Agreement, the Boards retain all rights and powers that they have or may hereafter be granted by law, to manage and direct the operation of the school district and the WSSU, including, but not limited to, the right to hire, discipline, transfer and promote as long as such action is not in violation of any provision in this Agreement.
- 3.2 These rights also include, but shall not be limited to, the right to plan, direct, schedule, assign, transfer and control employee work assignments and duties; to determine the means, methods, processes, materials, and equipment necessary to deliver the services provided by the District and the WSSU; to maintain the efficiency of employees; to create, revise, and eliminate positions; to determine employee work schedules and hours; to establish and require reasonable rules and regulations not in conflict with the terms of this Agreement; to hire, demote, and discipline employees; to suspend and discharge employees for just cause.
- 3.3 The Board's exercise of any management right or function in a particular manner shall not preclude the Board from exercising the same right or function in any other manner which does not expressly violate a specific written provision of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.
- 3.4 The Board will amend its written policies and take such action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- 3.5** Before amending District Personnel Policies, the Board through the administration, shall notify the WSEA Executive Board. Every staff member will be notified via email or school mailboxes prior to the effective date. **Policies that affect personnel issues will be implemented on July 1st.**

ARTICLE IV GENERAL

- 4.1 This Agreement will be posted on the WSSU website in a secure searchable format. Each newly hired employee will receive a hard copy of this agreement.

- 4.2 Any notice to be given by one party to the other under this Agreement will be hand delivered.
- 4.3 A signed receipt will be provided by the designated person receiving the notice. The receipt will include the date and time of delivery and the signature of the person receiving said notice.
- 4.4 If given by the Board, said notice will be presented to the President, Vice-President, or Secretary of the Washington South Education Association. Only the Superintendent, Board Chairperson or Chairperson of the Board Negotiating Committee or designee may present said notice.
- 4.5 If given by the Washington South Education Association, said notice will be delivered to either the Superintendent, Board Chairperson, or Chairperson of the Board Negotiating Committee or a designee. Only the identified members of the Executive Board of the Washington South Education Association may present such notice.

4.6 FACULTY AND STAFF HANDBOOK:

The administration will give all staff the opportunity to provide feedback prior to the end of the current school year for the faculty and staff handbooks to be used in the subsequent school year. The final version of the faculty and staff handbook will be posted on the WSSU website in a searchable PDF format. A printed copy will be given to all newly hired bargaining unit employees. **The final version will be printed prior to the first inservice day for school year employees. No changes will occur during the school year.**

4.7 JOB POSTINGS:

Employees will be informed of all job openings within the bargaining unit, either through the creation of a new position or a vacancy in an existing position, which a Board intends to fill. The vacancy will be posted in an identified area in each school building of the Northfield School District, Roxbury Village School, and in the central office of the Washington South Supervisory Union.

Members of the bargaining unit who apply for said openings will be considered for voluntary transfer into said position, along with the application of any other individual who applies for said position.

4.8 NON-DISCRIMINATION:

Neither the Boards nor the Association shall interfere with, restrain, coerce or discriminate in any way against or in favor of any employee engaged in activities protected by Title 21 VSA, Chapter 22. Further, the Boards and the Association agree that there will be no illegal discrimination in the application of the Agreement on the basis of race, color, religion, national origin, age, gender, sexual orientation, gender identity, ancestry, place of birth, marital status, or any qualified person with a disability.

ARTICLE V
NEGOTIATIONS

- 5.1 Not later than October 15th of the school year in which this Agreement expires the Boards agree to enter into negotiations with the Association over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement.
- 5.2 When available, prior to and during negotiations, the Board and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. Either party may, if it so desires, utilize the services of outside consultants or may call upon professional and lay representatives to assist in negotiations.
- 5.3 The Board agrees not to negotiate or otherwise deal with any organization other than the Association identified in Article I.
- 5.4 If, after negotiations have taken place on all matters properly before them, the Board and the Association are unable to reach agreement on specific items, they shall resolve the existing impasse in accordance with VSA Title 21, Chapter 22.
- 5.5 Changes agreed to by the parties will be in writing and ratified by the Board and the Association as amendments to the contract.

ARTICLE VI

RIGHTS OF THE EMPLOYEE

- 6.1 The Board agrees that each employee shall have the right to or not to join, ~~assist~~, or participate in any employee's organization of his/her choosing. It is further agreed that neither the Board nor any employee of the Board serving in any capacity, nor any other person or organization, shall interfere with, restrain, coerce, or discriminate in any way against or for any employee engaged in activities protected by VSA Title 21, Chapter 22 with respect to salary, economic conditions of employment, or professional employment by reason of his/her membership or non-membership in the Association and its affiliates, nor for participation in any of the lawful activities of the Association.
- 6.2 When authorized in writing by an employee the Board shall cause Association dues to be withheld on a regular basis. Once submitted, such authorization shall remain operative until rescinded in writing by the employee.

When authorized in writing by an employee the Board shall cause agency fees, not to exceed 85% of the cost of professional dues, to be withheld on a regular basis from the pay checks of employees who have not elected to be members of the Association. Once submitted, such authorization shall remain operative until rescinded in writing by the employee.
- 6.3 The Association shall have full responsibility for notifying the District of the amounts for each employee to be deducted for each membership year. The District shall cause dues to be deducted from each regular paycheck in equal increments over the course of the school year. The Association shall have the full responsibility for notifying the District in advance of any changes in the dues deductions.

- 6.4 When authorized by an employee the Board agrees to administer payroll deductions for the 403B Programs offered by the Board, S.95 Employee Savings Plan and direct deposit options.
- 6.5 Monitoring or observation of work performance of an employee will be conducted openly and with the full knowledge of the employee. Covert methods will not be used for either formal or informal observation of an employee's performance. This shall not be interpreted to prevent the Administration from reviewing any documents in the care and custody of the district, nor shall it be interpreted to prevent the Administration from reviewing and utilizing information on recorded tapes or videos used for security purposes in school buildings or vehicles in the course of investigating any issue or matter.
- 6.6 An employee may submit relevant information to the Superintendent for inclusion in the employee's personnel file. The Superintendent will inform the employee in the event the material submitted is not placed in the employee's file, and will provide the reasons therefore.
- 6.7 No material derogatory to an employee's conduct, services, character, or personality will be placed in his/her personnel file unless the employee has had an opportunity to review such material. The employee will acknowledge that he/she has had a chance to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature does not indicate agreement with the contents thereof. The employee will also have the right to submit a written response to such material and his/her response will be reviewed by the Superintendent or his/her designee and attached to the file copy.

An employee may review the contents of his/her personnel file with the exception of confidential references authorized and provided at the request of the employee upon reasonable request and during non-working times. An employee may receive a copy of documents included in his/her personnel file. An Association representative and a representative of the Superintendent may accompany an employee during such review. An employee assigned to the second shift will be allowed to take unpaid time at or near the beginning of the second shift to review his/her file at a time when an Association representative is available. Upon request the employee will be allowed to make up the time missed at the end of his/her shift unless otherwise agreed.

- 6.8 Any complaint regarding an employee's performance or conduct which is made to any member of the administration by any parent, student or other person and which is used in any manner in evaluating or disciplining an employee and/or which is placed in his/her personnel file will be promptly investigated and called to the attention of the employee prior to any disciplinary action(s) being taken by the administration and/or the Board. The employee will be given an opportunity to respond to and/or rebut such complaint, and shall be afforded due process. In the event that a charge brought against an employee requires the Superintendent or designee to conduct an investigation the employee may be placed on paid administrative leave.
- 6.9 Whenever an employee is required to appear before the Superintendent, principal or other supervisor, or a Board or any committee thereof, with respect to a formal accusation or a written

complaint concerning his/her competency or his/her employment, he/she shall be entitled to have legal counsel and/or representation from the Association during such appearance.

- 6.10 An employee's performance in his/her contracted assignment will not be evaluated on the basis of his/her work in a co-curricular assignment.
- 6.11 Any employee may refuse, without prejudice, to use his or her personal vehicle for transporting people, unless such transportation is a condition of employment for the position at the time the contract is signed. The Association shall be notified of any positions which require such transportation.

ARTICLE VII SUPERVISION AND EVALUATION

- 7.1 Supervision and evaluation is linked to a continuous process of school improvement efforts to maintain a highly-qualified and competent staff. The purpose of the supervision and evaluation process is to improve employee effectiveness and to assess employee performance so that excellent performance may be recognized and performance deficiencies may be addressed.
- 7.2 **EVALUATIONS:**
Evaluations will be completed by the Superintendent and/or his/her Administrative designee. With respect to their responsibilities, as designated by the district and outlined in the job description, each employee will be evaluated in accordance with established procedures by his or her immediate supervisor, or by the Superintendent's designee.

Maintenance and Custodians, Administrative Assistants and Food Service Personnel shall receive a formal evaluation annually.

Informal Evaluations shall be done at least one time per year.

All employees shall be evaluated per WSSU procedures. Immediate supervisors and/or cooperating teachers who work with an IA will have the opportunity to provide input prior to the finalization of any formal evaluation.

Evaluation procedures will be distributed to employees annually or made available on the WSSU website.

- 7.3** Formal Written Evaluations will be completed by March 15th of the school year in which they are due. Each employee will be provided a copy of any evaluation report prepared by his/her supervisor or building principal and will be entitled to a conference to discuss said reports with the person completing the report. No written evaluation shall be placed in the employee's personnel file, or otherwise acted upon, without the opportunity for a conference between the administrator and the employee. No employee will be required to sign a blank or incomplete evaluation report.

IMMEDIATE SUPERVISORS:

Food Service Personnel- Food Service Director

Maintenance and Custodial Personnel- Director of Facilities and Transportation

Administrative Assistants- Building Principal/Assistant Principal

Instructional Assistants- Director of Special Services or Building Principal

Information Technology Personnel - Director of Information Technology

7.4 PROBATION PERIOD:

The length of the probationary period shall be ninety (90) days from the date of employment. During the probationary period the District may dismiss an employee for any reason. A probationary employee is not entitled to the protections of “just cause” set forth in this Agreement and may not appeal a decision to terminate under the provisions of the Grievance Procedure.

Evaluations during the probationary period will take place on the following schedule:

- a. One (1) informal evaluation will occur within the first sixty (60) days. The parties will acknowledge in writing that this informal evaluation took place.
- b. One (1) formal evaluation will occur at the end of the ninety (90) day probationary period. This evaluation will be produced in writing in accordance with this Agreement.
- c. In the event the employee receives an unfavorable formal performance evaluation, he/she will have a remediation period of up to six (6) weeks. The employee will receive additional on-the-job assistance from his/her supervisor in improving his/her performance. At the end of the remediation period, the employee shall receive another evaluation. If the evaluation is favorable, the employee will be removed from probationary status. If the evaluation is unfavorable, the employee will be dismissed.
- d. Notwithstanding any provision of this Article, the parties recognize the right of the District to terminate the employment of a probationary employee at any time prior to the end of the probationary period.

7.5 Except as otherwise provided by this Agreement, the District shall have the right to discipline, suspend or discharge an employee who has successfully completed his/her initial probation period only for just and sufficient cause. Sufficient grounds for just cause suspension or discharge shall include, but not be limited to:

- a. Dishonesty (e.g. theft, falsification of records, etc.).
- b. Insubordination.
- c. Abusive conduct, including but not limited to bullying behavior, harassing and/or threatening language or similar action(s) or conduct toward fellow employees, students, parents or members of the community.
- d. Being under the influence of, in possession of, distributing, or consuming alcohol or drugs (illegal, prescription or non-prescription) in violation of state law or District policy.
- e. Negligence in the performance of assigned duties.
- f. Excessive absenteeism or tardiness.
- g. Fighting while on District property.
- h. Engaging in work-related activities which constitute unlawful harassment.

ARTICLE VIII
SCHOOL YEAR

- 8.1** The statewide calendar **for the next school year** or regional calendar adjustment approved by superintendents of sending and receiving schools of the Randolph Technical Career Center will be posted on the WSSU website **before before contracts or letters of intent are offered.** following approval by the State Board of Education (16 VSA Section 1071).
- 8.2 In-service programs will be planned in advance by the Administration. In-service days will be considered mandatory only if support staff are given a minimum of fifteen (15) school days notification, or are indicated as mandatory for one or more classifications of Support Staff on the school calendar. The Parties agree that with the exception of the day before Town Meeting Day, such days are not to be scheduled during those student vacation days which occur in December, February and April, or during the summer months.

ARTICLE IX
DEFINITIONS FOR EDUCATIONAL SUPPORT PERSONNEL

- 9.1 The words and phrases used in this Agreement shall be defined as set forth in this Article unless otherwise noted in this Agreement.
- 9.2 **FULL-YEAR EMPLOYEES:**
Employees contracted to work forty (40) hours per week, twelve (12) months per year shall be regular full-time, full-year employees. A twelve-month employee who works at least twenty (20) but less than forty (40) hours per week shall be considered a part-time, full-year employee.
- 9.3 **SCHOOL-YEAR EMPLOYEES:**
Employees who are contracted to work only during the school year shall be regular school-year employees. Employees who are contracted to work at least thirty-two and one half (32.5) hours per week shall be full-time school-year employees. Employees who are contracted to work at least twenty (20), but less than thirty-two and one half (32.5) hours per week shall be part-time school-year employees.
- 9.4 **EXTENDED SCHOOL-YEAR EMPLOYEES:**
Employees who are contracted to work between two hundred (200) and two hundred twenty (220) days are extended school-year employees. Employees who are contracted to work forty (40) hours per week shall be full-time extended school-year employees. Employees who are contracted to work at least twenty (20), but less than forty (40) hours per week shall be part-time extended school-year employees.

ARTICLE X
CONDITIONS OF EMPLOYMENT

10.1 JOB DESCRIPTIONS:

Specific job descriptions for each position identified within the bargaining unit shall be developed by the Board, or its designee.

10.2 Each employee shall be provided with a copy of his/her job description and evaluation procedures and forms relative to the position at the time of employment. Employee job descriptions will be kept current and reasonable notice shall be given before there is any significant change to a job description. If specific duties are altered or changed during the course of the school year, a new job description and evaluations procedures and forms relative to the position shall be in place and issued to the individual(s) within thirty (30) days.

10.3 Employees who are or may be required to lift or carry any objects which weigh in excess of fifty (50) pounds as a regular and routine part of their employment shall be so notified upon hire.

10.4 With the exception of emergency situations (as deemed by the administration), no educational support staff personnel shall be required to substitute in the absence of a classroom or special education teacher or perform the function of a supervisor. If an employee agrees to substitute at the request of their supervisor or a designee, an additional ~~five~~ **ten** dollars (\$~~5~~ **10.00**) per **class period if the class period is less than one hour or per hour if the class period is more than one** hour will be added to said employee's rate of pay for that portion of the day that he/she substitutes.

In the event an instructional assistant substitutes he/she will not be formally evaluated on his/her performance in his/her instructional assistant role during the day of the substitution.

10.5 HOURS:

Unless otherwise designated by the Board, the standard paid work day for each full-time full-year and full-time extended school-year employee shall be eight (8) hours. ~~Unless otherwise designated by the Board by means of the individual contract, the standard paid work day for each full-time school-year employee shall be six and one half (6.5) hours. In addition, each full-time full-year, full-time extended school-year, and full-time school-year employee shall be required to take an unpaid duty-free lunch period of one half (1/2) hour duration, to be scheduled at the discretion of the Administration.~~

The number of hours in the work day for **all other full time** ~~full-year, school-year or extended school-year~~ employees shall be **at least six and one half (6.5) hours. The number of hours for part time employees shall be** determined by the Administration annually. **In all cases, the number of hours in a work day and the expected number of work days per year shall be** and included on the employee's individual contract **at the time contracts are issued.**

Each full-time employee shall be required to take an unpaid duty-free lunch period of one half (1/2) hour duration, to be scheduled at the discretion of the Administration.

10.6 WORK BREAK:

Each full-time employee shall be entitled to one (1) fifteen (15) minute paid work break per contracted work day. Said break will be scheduled ~~at the discretion of~~ **by** the District.

10.7 TESTS OR MEDICAL PHYSICALS:

Any tests, medical physicals or shots/vaccinations required by the Administration to protect the health, safety and/or well-being of the employee, such as Hepatitis B, will be paid for by the Board to the extent the procedure is not covered by the employee's insurance.

10.8 LATE OPENINGS OR EARLY CLOSINGS:

If school is delayed, staff will report as soon as directed or as conditions allow. If school is closed early due to inclement weather or other crises that disrupt the normal operations of the school day, the employee will remain until his/her duties are finished. In either case, **full time** employees shall be paid for the hours worked **or 6.5 hours, whichever is greater.**

If students are released before the end of the instructional day in response to District activities such as in-service programs, parent-teacher conferences or any other non-emergency situations staff may **or may not** be required to work or attend the in-service or other activity, ~~and in that event will be paid for a full day.~~ **In either case, full time employees shall be paid for the hours worked or 6.5 hours, whichever is greater.**

10.9 UNIFORMS:

The district shall provide to each full-time, full-year member of the custodial and maintenance staff, who has satisfactorily completed his/her probationary period, up to three hundred and ~~fifty~~ **sixty five** dollars (~~\$350.00~~ **\$365.00**) annually for the purchase of work clothes. This money will be reimbursed to the employee upon submission of appropriate receipts. Receipts must be submitted during the year, as purchases are made. The Superintendent will have the authority to exceed the ~~\$350.00~~ **\$365.00** limit on an individual basis. Employees will be reimbursed for the purchase of outerwear garments only. This may include protective items such as work pants, jackets, gloves, boots and hats for regular full-time custodial and maintenance employees.

10.10 FOOD SERVICE:

The District agrees to reimburse each food service employee an amount not to exceed one hundred and ~~twenty-five~~ **forty** dollars (~~\$125.00~~ **\$140.00**) each school year to subsidize the purchase of footwear and insulated leather work gloves and any other required clothing that is directly tied to his/her employment in the District. Employees shall be reimbursed after submitting proof of purchase to the Business Office. Receipts must be submitted during the year as purchases are made. The Superintendent will have the authority to exceed the ~~\$125.00~~ **\$140.00** limit on an individual basis.

In the event that the District requires food service employees to wear hair nets and/or gloves, the District shall supply such items free of charge to the employee.

10.11 PREP TIME:

Instructional Assistants will not be required to do lesson planning. All planning will be done by the classroom teacher or immediate supervisor. Preparation time may be allotted as allowed by State Regulations during the instructional day when necessary and shall be during a time period which is separate and distinct from the Instructional Assistant's lunch period.

Extraordinary circumstances may dictate the need for additional preparation time, on a case-by-case basis. In such cases, the Instructional Assistant shall make a request to the Director of Special Services or the Principal.

10.12 WORKING CONDITIONS RELATED TO CHILDREN WITH SPECIAL NEEDS:

Employees who, as a work duty or at the request of a teacher, supervisor, or administrator, are required to change diapers or sanitary napkins, or assist children with any vital life functions that require privacy, and/or that necessitate physical contact of or near a student's genitalia, will receive appropriate training and will not be required to perform said duties alone. Employees assigned any of the above-mentioned duties will always be accompanied by another adult to assist with said duties or to serve as a witness to the performance of said duties. No employee will be required to lift students without assistance and training.

The above stipulation will be made explicit in the job description of employees and communicated orally to them upon hire.

10.13 SALARY ADJUSTMENT:

Without exception, an Instructional Assistant anticipating a change in his/her salary status for the ensuing school year will notify the Superintendent in writing on or before November 1st of the school year preceding the contemplated change on a form distributed by the Administration. Any adjustment in an instructional assistant's annual contract salary required because of a change in the level of education shall be made at the time contracts are normally issued or before August 31st where summer course work is involved, and at no other time during the year.

10.14 TRAVEL REIMBURSEMENT:

Employees who are required to use their automobiles in the performance of their responsibilities as a condition of their employment or who are requested and authorized in writing to use their vehicles in the performance of their job responsibilities by the Superintendent shall be reimbursed for all such travel at the current IRS rate per mile. Employees in this category will be required to provide proof of automobile insurance and demonstrate that they hold a valid driver's license.

10.15 CO-CURRICULAR ACTIVITIES AND EXTRA-CURRICULAR ACTIVITIES:

All participation in co-curricular and extra-curricular activities shall be voluntary. Employees of the WSSU or its member school districts will be notified of vacancies in extra-curricular positions. The Superintendent will recommend to the Board for approval the establishment of co-curricular and extra-curricular activities and agree on appropriate compensation, considering

such factors as the length of the season, the number of students participating and the responsibilities associated with the activity.

10.16 CALL-IN

The Superintendent or the Director of Facilities and Transportation, or his/her designee, may notify an employee to report for call-in duties.

1. Call-in pay compensates custodians and maintenance personnel who are called in to work outside their regular scheduled work hours to respond to conditions at the school. Such conditions include, but are not necessarily limited to, fire alarm, security, weather events, heating, electrical, plumbing and related situations, snow-plowing, and snow and ice removal.
2. An employee who is called in to work outside their regular scheduled work hours will be compensated for a minimum of two (2) hours, or for the amount of time actually worked, whichever is greater. The employee will be compensated at one and one-half (1.5) times the employee's regular hourly rate.

ARTICLE XI

BENEFITS AND INSURANCE

The Board will provide the following full-year financial and insurance benefits for each full-time school-year, full-year or extended school-year employee.

11.X Any Employee 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. The Boards will match employee contributions to a 403(b) plan up to three percent (3%) of the employee's pay. All employer contributions shall become immediately vested in full.

~~11.1 During the life of this Agreement the Board will make a good faith effort to maintain current status in VEHI. However, in the event that, during the life of this Agreement, any or all of the group health plans specified herein become unavailable, or there is a change in benefits or health insurance plans due to health reform initiatives or mandates from either the federal or state (Vermont) government, the Parties agree to reopen this agreement and negotiate alternative group health insurance program(s) or such other methods of providing employees with health insurance coverage as may be available. If such negotiations are not completed or are not expected to be completed prior to the date a current plan(s) is scheduled to end or change, the Board is authorized to select an interim group health plan or plans which are as comparable to the present Plan(s) as possible, and which shall remain in place until such time as the Parties have reached agreement and are able to implement newly negotiated plan(s).~~

INSURANCE

- 11.2** ~~The Board will provide the following full-year insurance benefits for each full-time school year, full-year or extended school year employee.~~
HEALTH INSURANCE:

Through December 31, 2017:

Each employee may elect single, two-person or family insurance coverage under the VEHI Dual Option Plan.

The Board's premium contributions and the ESP's premium contributions for coverage elected under either plan shall be the following:

01 July 2017 to 30 June 2018: Board 86% ESP (14%)

Effective January 1, 2018:

The Board will pay an amount toward premium that is equal to 97% of the premium for single, parent/child(ren), 2-person, or family coverage for the VEHI Gold CDHP Health Insurance plan or 97% of the premium of the plan chosen, whichever is less.

In addition, the Board shall provide each teacher/employee with an integrated Health Reimbursement Arrangement (HRA) that has a value which represents 97% of the out of pocket maximum of the VEHI Gold CDHP Health Insurance plan. This HRA will be used before any co-pay or co-insurance money is collected from the employee. All administrative costs for the integrated HRA shall be paid by the Board.

The Board's contribution toward the cost of coverage shall be pro-rated for part-time employees in the bargaining unit who are eligible to participate in the group health plan.

If an employee's spouse is also employed in the WSSU or the school district in a position which is eligible for health insurance benefits one of the employees shall be the Plan participant and the other is eligible for benefits as a dependent.

Employee contributions toward the cost of health insurance premiums will be made through payroll deductions from pre-tax dollars.

- 11.3** LIFE INSURANCE:

The Board will pay one hundred percent (100%) of the premium cost for a term life insurance policy including AD&D in the fifteen thousand dollars (\$15,000) for each employee. The Board reserves the right to negotiate with various insurance companies to obtain the most favorable rate structure for this group term life insurance.

- 11.4** DENTAL INSURANCE:

The Board will pay one hundred percent (100%) of single coverage for a full-time employee under the VEHI Delta Dental Program, Plan 1, coverage A, B, and C or successor plan. An employee shall have the option to purchase two-person or family coverage under this

plan, in accordance with the provisions of the carrier, at the employee's expense, through payroll deduction.

- 11.5 Under no condition will the Board pay its share of any group insurance program contribution directly to the employee.
- 11.6 A school-year or extended school-year employee may voluntarily request that his/her annual share of the cost of health and/or dental insurance premium be deducted from his/her paycheck in substantially equal amounts over the course of the employee's paid work year. The employee's request and authorization for payroll deduction shall be made on a form provided by the District and shall be returned with the employee's signed contract.
- 11.7 **LONG TERM DISABILITY:**
The District shall provide the VEHI Group Long-Term Disability Insurance or successor plan for members of the bargaining unit and pay the premiums for said insurance. The policy purchased shall pay 66.67% of an employee's salary effective upon the ninetieth (90th) day of illness or disability as defined by the plan document. All determinations of eligibility for coverage are made by the insurance carrier.

11.8 REIMBURSEMENT OF COURSES:

~~If an ESP is enrolled in an approved college degree track program at~~ The Board will pre-pay or reimburse an Educational Support Personnel for a course not to exceed the cost of three (3) college credit hours at the ~~average of the current University of Vermont, Norwich University, and the Vermont state college~~ tuition rates, for any twelve (12) month period, and in no instance more than the actual cost involved for any approved course.

The coursework must be pertinent to his/her job description subject to approval of the Superintendent.

Each full-time full-year and school-year employee shall have available up to ~~four hundred dollars (\$400.00)~~ **the cost of one undergraduate credit at the University of Vermont** in each fiscal year to pay for a workshop, course, or seminar pertinent to his/her position or job description, subject to the approval of the Superintendent or designee. Such professional development funds shall be pro-rated for part-time employees.

A record of the course having been successfully completed with a grade average of "B" or "Pass" or above will be presented to the Superintendent prior to reimbursement. Prior written approval of the Superintendent is required for reimbursement under the terms of this article.

A request for reimbursement supported by appropriate documentation must be filed by an ESP prior to June 30th of the school year in which the credit was taken.

Advance disbursement to the college for approved coursework may be obtained by special written request to the Superintendent. It is understood that the District may not be able to provide advance disbursement for an approved course unless the request is submitted at least

three (3) weeks prior to the start date of a course or workshop. The applicant must agree to sign a contract permitting the school district to withhold the cost of the course or workshop from the individual's wages if the course is not completed and verified according to the above stipulations. The employee may choose to have such withholdings spread out over any number of pay checks prior to their last pay check of the year. If an employee leaves the district, any remaining withholdings shall be taken from the remainder of the person's pay checks or the person will pay the district for the remaining amount.

Any courses approved by the Superintendent for completion during the summer months will be reimbursed by September 30th provided the ESP remains employed by the District.

Pre-approved expenses actually incurred in connection with attendance at an approved meeting, workshop, or conference will be reimbursed upon submission of a certificate of attendance, and appropriate supporting documentation in the form of original detailed receipts. All documentation must be received within 60 days of the event.

If the district requires an employee to take a workshop, course or seminar to maintain certification or license, the course will be paid for by the District. This amount will be considered in addition to the staff discretionary funds available through this Article.

ARTICLE XII LEAVES

12.1 SICK LEAVE:

Each employee shall receive up to fifteen (15) days of sick leave each school year. Sick leave may be used to cover the absence of an employee due to his/her sickness or disability. Up to 15 sick leave days per year may be used for the sickness or disability of a member of the employee's immediate family (spouse, child, civil union (CU) partner, parent, sibling, father- or mother- (or CU-) in-law, or any person domiciled with the employee **or** for whom the employee is responsible.

Unused sick leave may be accumulated to a maximum of ninety (90) days.

Each employee shall be notified annually of his or her available number of sick leave days.

All leave days are paid unless otherwise stated and shall be pro-rated for part-time staff.

Leave for medical appointments may be taken in hourly increments with the prior permission of the Superintendent or designee.

Under no circumstances shall an employee use a sick leave day in order to work at a job or position for which the employee is in any way compensated.

Prior administrative approval must be given for the use of more than three (3) consecutive sick leave days, except when the need for leave is unforeseeable.

The Superintendent reserves the right to require an employee to provide medical certification of illness in such circumstances.

The Superintendent may require an employee to submit to an independent medical review in appropriate circumstances; in that event the cost of the medical review will be paid by the District or WSSU.

An employee who is or may be disabled shall apply for coverage under the LTD Plan. An employee may not use more sick leave than is necessary to meet the elimination period of the LTD Plan. If an employee is determined to be ineligible for LTD, the employee may continue to use accrued sick leave while the illness continues.

12.2 FMLA:

All employees who apply for and meet the eligibility requirements shall receive the benefits granted under the Federal Family Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VPFLA).

12.3 PARENTAL LEAVE:

12.3.1 Employees who qualify for FMLA shall be eligible for leave for up to twelve (12) weeks, unpaid, during any twelve (12) month period:

- a. during the employee's pregnancy, or following the birth of a child, or
- b. following the placement of a child with the employee for adoption or foster care.

During these periods of parental leave, the employee may use up to six (6) weeks maximum of accrued leave.

12.3.2 An employee who has accrued more than 6 weeks accrued leave may use additional leave to cover absence due to the employee's continuing illness or injury.

12.4 WORKERS' COMPENSATION OPTION:

An employee who is absent because of a work-connected disease or injury may elect either of the following options by advising the Superintendent in writing within a reasonable time:

Option 1: Utilize the number of sick leave days he/she has accumulated and assign his/her Workers' Compensation checks to the school district, or,

Option 2: Accept his/her checks from Workers' Compensation insurance for the period of time eligible and not use his/her accumulated sick leave.

In no case will an employee be eligible to receive his/her salary in addition to receiving Workers' Compensation benefits.

12.5 DONATION OF SICK LEAVE:

Any employee in the bargaining unit may donate accrued sick leave days for the benefit of any other bargaining unit employee who has exhausted all his/her accrued paid leave and who is unable to work due to a serious medical condition.

Any employee either donating or receiving sick leave days under this provision must initiate this process, in writing, to the Superintendent according to the following provisions:

No person may receive more than thirty (30) additional sick leave days per school year.

The recipient must have exhausted all accrued paid leave days.

An employee may not receive donated sick leave days unless the employee's continued absence is due to a serious medical condition.

The recipient must provide a doctor's certification of medical necessity. At the option of the Board a second opinion may be required.

There shall be no donation of additional sick leave days for elective medical procedures.

The donor may not deplete his/her leave days below ten (10) days.

An employee who is receiving benefits or may be eligible to receive benefits under the long-term disability program is not eligible to receive donated days.

12.6 OTHER LEAVE:

The following leave does not carry over from year to year:

12.6.1 Bereavement Leave:

Up to five (5) days of paid leave per year for each death in the employee's immediate family shall be granted upon approval of the Principal. ~~Immediate family is defined as spouse or civil union (CU) partner, child/step-child, (including the child of a CU partner), foster child, ward, sibling/step-sibling, parent/step-parent, grandparent, grandchild, father or mother (or CU) in-law, and any other person domiciled with the employee.~~

12.6.2 Personal Leave:

Each employee shall receive up to three (3) paid leave days per year for personal, legal, business,

religious, household or family matters under the following provisions:

- a. Prior notice shall be given at least twenty-four (24) hours in advance to the Principal, except in the case of emergency, in which case notice will be given as soon as possible.
- b. Such leave shall be taken only for matters which cannot reasonably be accomplished outside of the normal work day.
- c. Personal leave days are not available for the sole purpose of vacation. Personal leave will not be granted for the purpose of extending a vacation or accommodating travel plans. An employee may be requested to provide information on the reason for a personal day requested for the workday immediately before or after a school vacation.

12.7 JURY DUTY:

Employees called to Jury Duty will be paid their daily pay while serving on jury duty during a scheduled work day. All monies from the court are turned over to the Board.

12.8 UNPAID LEAVE OF ABSENCE:

The Superintendent, with the approval of the Board, may grant a leave of absence without pay to an employee.

An approved leave of absence will run concurrently with FMLA or VPFLA, if applicable. However, if an unpaid leave of absence is not covered by FMLA or VPFLA, the employee will be responsible to pay the full cost of all benefits that the employee wishes to continue while on leave.

An application for leave of absence must be submitted in writing to the Superintendent at least thirty (30) days prior to the beginning of the anticipated absence. The superintendent may waive the requirement for a thirty day notification on a case-by-case basis.

12.XX Emergency Leave

Staff members are allowed to use a maximum of five (5) days of their sick leave for emergency situations other than illness.

ARTICLE XIII GRIEVANCE PROCEDURES

13.1 DEFINITIONS:

A “grievance” is a claim by an employee or the Association that there has been a violation of the express written terms of this Agreement. Under no circumstances shall any matter which is not a part of this Agreement be subject to arbitration. Under no circumstances shall any matter which is not a part of this contract or not a part of written Board Policies be considered a valid cause of grievance. A grievant shall be the person(s) or the Association instituting a grievance at its initial stage or step under the provisions of this Article.

13.2 TIME LIMITS:

For the purpose of this Article the term “days” means scheduled student days, except that when a grievance is submitted on or after June 1st and prior to the first scheduled student day of the next school year the term “days” means week days (M-F) excluding legal holidays as defined in 1 VSA Chapter 7. If the grievant, or the person to whom the grievance has been submitted, is certified by a doctor to be physically or mentally incapacitated, the time limits will be so adjusted by the number of days that the grievant or the person to whom the grievance has been submitted is incapacitated. No grievance shall be given consideration unless it is filed at Step 1 of this procedure within fifteen (15) days of knowledge by the grievant of the occurrence which gave rise to the grievance.

Time periods specified in this Article may be extended by mutual agreement, in writing, between the grievant and the Principal/Supervisor or Superintendent.

13.3 RIGHT TO REPRESENTATION:

The grievant shall, at all steps in the grievance procedure herein provided for, be entitled to be represented by a representative(s) of the Association or by such other representative(s) as he/she may choose, or to appear with the assistance of such representative(s), except that at no time shall the grievant be represented by an administrative official of the school district.

13.4 RIGHT TO WITHDRAWAL OF GRIEVANCE:

A grievance shall at all times and throughout all steps of the 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. A grievance may be withdrawn at any level without establishing precedent.

13.5 PROCEDURAL REQUIREMENTS:

No grievance shall be entertained except in accordance with the procedures specified in this contract. Failure by the grievant to adhere to these procedures within the specified time periods shall render the grievance null and void. Failure of the appropriate administrative body to render a decision within the specified time periods shall automatically move the grievance to the next step in the procedure.

Any grievance shall be submitted in writing, shall include a statement of the problem being grieved, shall refer to the specific sections of the contract or Board Policies being grieved, and specify the remedy sought.

Informal attempts shall be made prior to filing a formal grievance at Step 1.

Nothing contained within this grievance procedure shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with his/her supervisor before filing the matter as a formal grievance, and having the dispute adjusted without intervention of the Association, provided such adjustment is not inconsistent with the terms of this contract. Should such informal process fail to resolve the grievance, then a formal filing of the grievance shall be made in accordance with the following procedure:

STEP 1 - The grievant shall forward a written copy of the grievance to the Principal/Supervisor. A copy thereof shall, at the same time, be filed with the Superintendent and the Association. The Principal/Supervisor shall arrange for a meeting with the grievant and his/her representative(s) to take place within five (5) days of his/her receipt of the grievance.

The Principal/Supervisor/Superintendent shall, within ten (10) days following the meeting, give his/her written decision, copies of which shall be given to the grievant and the Association. Such written answers shall include the reason(s) upon which the decision was based.

STEP 2 - If the grievance is not resolved at Step 1 within ten (10) days of the meeting, the grievant may forward a written copy of the grievance to the Superintendent indicating the specific problem being grieved and stating the redress sought. A copy thereof shall, at the same time, be filed with the Association. The Superintendent shall arrange for a meeting with the grievant and/or his/her representative(s) to take place within ten (10) days of the Superintendent's 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 factors pertinent to the grievance.

The Superintendent shall, within ten (10) days following this hearing, give his/her written decision, copies of which shall be given to the grievant and the Association. Such written answers shall include the reason(s) upon which the decision was based.

STEP 3 - If the grievance is not resolved at Step 2, the grievant may, within ten (10) days of the receipt of the Superintendent's written response, or within ten (10) days of the date that the Step 2 response was due, forward the grievance in writing to the Chairperson of the Board, together with written reason(s) for the dissatisfaction with the decision of the Superintendent and stating the redress sought.

The Chairperson of the Board shall arrange for a meeting with the grievant and the other members of the Board to take place within fifteen (15) days of the Chairperson of the Board's 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.

The Board shall, within ten (10) days of this hearing, give its written decision, copies of which shall be given to the grievant and the Association. Such written answers shall include the reason(s) upon which the decision is based.

STEP 4 - If the grievance is not resolved at Step 3, the Association may within twenty (20) days of the receipt of the Board's decision, or within twenty (20) days of the date that the Step 3 response was due, demand final and binding arbitration on the matter. Such demand shall be in writing, and shall be hand delivered or delivered by certified mail to the Superintendent. An arbitrator shall be determined by mutual agreement between the Board or its designated representative, and the Association, or its designated representative.

13.6 PROCEDURAL REQUIREMENTS FOR ARBITRATION:

13.6.1 Should the parties be unable to agree upon an arbitrator, such grievance may be referred to the American Arbitration Association (AAA) under its voluntary labor arbitration rules within fifteen (15) days after the demand for arbitration is made.

13.6.2 The expense for the arbitrator's services shall be borne equally by the Board and the Association. However, each party shall be responsible for compensating its own representatives and witnesses.

13.6.3 If either party desires a verbatim record of the proceedings it may cause such a record to be made, provided, however, that it pays for such record. Should both parties desire a transcript then the cost of the two transcripts will be divided equally between the parties.

If either party desires a transcript of the arbitration then that party shall bear the full cost of said transcript, including the cost of providing a copy to the other party.

13.6.4 The arbitrator's authority shall be limited to interpreting and applying the provisions of this Agreement and he/she shall have no power to add or subtract from, alter or modify any of the said provisions. However, the arbitrator shall be empowered to include in any award such financial reimbursement or other remedies he/she shall judge to be proper.

13.6.5 The decision of the arbitrator shall be final and binding upon the parties and shall not be subject to appeal.

13.6.6 A grievance may be withdrawn or settled at any level prior to an arbitration award without establishing precedent.

13.7 GENERAL:

13.7.1 The Board acknowledges the right of the Association's grievance representative to participate in the grievance process at any level.

13.7.2 No reprisal of any kind will be taken by the Board, the Association, or the school administration against any employee because of his/her participation in the grievance procedure.

13.7.3 The parties to this Agreement will cooperate in the investigation of any grievance and either party will provide to the other such information reasonably available to it as is reasonably requested for the processing of any grievance. The presentation or hearing of a grievance at any level shall not be scheduled during the regularly scheduled work day of the grievant unless approved by the Superintendent.

13.7.4 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

13.7.5 Under no circumstances shall students who are minors be involved in the hearing, or resolution, of a grievance unless written consent from a parent and/or guardian is filed with the Superintendent in advance. The parent and/or guardian may be present at the time of the hearing.

13.7.6 The Parties will make reasonable, good faith efforts to share relevant information relating to issues in the grievance in a timely manner.

ARTICLE XIV REDUCTION IN FORCE AND RECALL

14.1 REDUCTION IN FORCE:

No employee will be laid off under the provisions of this Article if the reduction can be accomplished through staff turnover, attrition, or voluntary transfer within the employing School District or the WSSU.

14.2 ISSUANCE OF CONTRACTS:

All personnel will be notified of their contract status for the ensuing year no later than April 30th of each year. Such notification will include information regarding the employee's scheduled work hours for the upcoming school year.

Signed contracts must be returned to the Superintendent's office within twenty-one (21) days of receipt of notification. If requested in writing by an employee prior to the deadline for return of the contract the Superintendent may grant an extension of the contract return date for a period of time appropriate under all the circumstances.

14.3 In the event that either the Northfield or the WSSU Board determines that it is appropriate to layoff or reduce the work hours of employees, the Board shall notify the President of the Association of any such action thirty (30) days prior to taking such action.

14.4 In the event that either the Northfield or WSSU Board initiates a layoff, the Board agrees that it shall retain employees of the highest quality. When determining which employees shall be affected by a layoff, the Board shall give weight to an employee's seniority and job performance. The decision of the Board in matters of layoffs shall be final.

- 14.5 Seniority shall be defined as an employee's most recent period of continuous employment with the employing District or the WSSU. Seniority shall not be lost when an employee is on an approved leave of absence, however, time spent on an unpaid leave of absence shall not count for purposes of accruing seniority, with the exception of FMLA/VPFLA leaves and absences related to work-related injuries.

Employees will receive a year of seniority in their employing district or the WSSU for each year of service. Part-time employees shall accrue seniority on a pro rata basis.

In the event of identical years of seniority, the determining factor shall be the (1) date and then the (2) time when each employee returned his/her initial contract.

Employees who, by virtue of statute, are transferred from either the Northfield or the Roxbury School District to work as staff in the employ of the WSSU, shall retain all of the seniority previously accrued as an employee in the Northfield and/or Roxbury School District and vested as of the date of the transfer.

- 14.6** Employees shall be provided twenty-one (21) days calendar days advance notice of layoff or reduction of work hours.

Layoffs and reductions of work hours within the employing school district/WSSU shall occur within the following categories. The order of layoff or reductions shall be determined by Administration.

Instructional Assistants
Custodians
Lead Custodians
Maintenance
Food Services
Lead Cook
Administrative Assistants (school-year and extended school-year)
Administrative Assistants (full-year)
Information Technology

14.6.1 It is understood that an Instructional Assistant who is employed to provide services to individual special education students (1:1 IA) shall constitute his/her own job category for layoff purposes; however, they shall be eligible for recall to any position within the Instructional Assistant job category for which they are qualified. A 1:1 IA who is notified of layoff may displace the Instructional Assistant in the bargaining unit who has the least seniority, provided that he/she is currently qualified to take over all of the duties and responsibilities of the Instructional Assistant being displaced. The 1:1 IA must give notice of his/her intent to displace the least senior Instructional Assistant within five (5) days of receipt of notice of reduction in force.

- 14.7 Employees in classifications noted in 14.6 who are laid off shall be considered for recall within their job category and within their employing school district/WSSU for a period of two (2) years from the commencement of said layoff.

14.7.1 Notice of recall shall be provided by certified mail to the employee at the address the employee had last given to the District/WSSU. A copy of each recall notice shall be provided to the Association.

14.7.2 Employees must accept the recall offer within ten (10) days of receiving the notice of recall; failure to do so shall render the employee's recall rights null and void; however, an employee may accept or refuse an offer of a lesser FTE position than the employee held prior to the reduction without loss of recall rights during the remainder of the recall period.

14.7.3 An employee who has been reduced in force will not lose his/her prior accrued seniority if the employee is recalled to employment by the District/WSSU.

- 14.8 On or before November 15th of each school year the District and the WSSU will provide a seniority list to the Association. The Association shall bring any concerns regarding the accuracy of the seniority list to the attention of the Superintendent within thirty (30) calendar days. The Association and administration will promptly meet and attempt to resolve any discrepancies or disputes regarding the seniority list. When the Parties are in agreement with the content of the seniority list the Association President and the Superintendent will sign off, indicating their agreement. If the Parties fail to resolve disputes concerning the seniority list such disputes shall be submitted to final and binding arbitration within thirty (30) days of receipt of the final decision of the Superintendent. Failure to file for arbitration will constitute acceptance of the seniority list. The seniority list will be made available to individual employees upon request.

ARTICLE XV COMPENSATION

15.1 WAGES:

During the 2017-2018 school year wages will increase by 5.5%.

During the ~~2016-2017~~ **2018-2019** school year wage increases will be ~~fifty cents (\$.50)~~ **one dollar (\$1.00)** per hour.

During the 2019-2020 school year wages will increase by 5.5 %.

Upon promotion to the position of lead custodian or lead cook, that employee's wage rate will be increased to the starting wage rate for the position or by fifty cents (\$.50) per hour, whichever is greater.

Upon promotion of an employee from custodial staff to maintenance, that employee's wage rate will increase to the starting wage rate for that position or by fifty cents (\$.50) per hour, whichever is greater.

Starting wage rates will be assigned as per the following table:

Starting Wage Rates	FY 17	<u>FY18</u>	<u>FY 19</u>	<u>FY 20</u>
Food Service	\$13.50	<u>TBC</u>	<u>TBC</u>	<u>TBC</u>
Lead Cook	\$14.50	<u>TBC</u>	<u>TBC</u>	<u>TBC</u>
Maintenance	\$15.22	<u>TBC</u>	<u>TBC</u>	<u>TBC</u>
Custodian	\$14.72	<u>TBC</u>	<u>TBC</u>	<u>TBC</u>
Lead Custodian	\$15.72	<u>TBC</u>	<u>TBC</u>	<u>TBC</u>
AA Instructional Assistant	\$15.31	<u>TBC</u>	<u>TBC</u>	<u>TBC</u>
BA Instructional Assistant	\$17.13	<u>TBC</u>	<u>TBC</u>	<u>TBC</u>
Administrative Assistant	\$17.13	<u>TBC</u>	<u>TBC</u>	<u>TBC</u>
Information Technologist	n/a	<u>TBC</u>	<u>TBC</u>	<u>TBC</u>

NOTE: The Superintendent may approve a hiring rate in excess of the minimum rates provided above, based on such factors as experience, education and market conditions. However, no new employee will be placed at a rate higher than an existing employee in that category with comparable experience and credentials.

15.2 OVERTIME:

All employees shall be compensated at the rate of one and one half (1 ½) times their basic hourly rate for all time worked beyond forty (40) working hours in any one week.

Paid holidays as provided by the Agreement shall count as “time worked” for purposes of calculating overtime, however, no other paid leave time shall be so counted.

15.3 VACATION:

Regular full-time full-year employees shall be eligible for paid vacation days based on the number of years of seniority as an employee of the District/WSSU.

Employees who were employed by the District/WSSU prior to the 2013-2014 school year will continue to receive vacation accrual based on the experience granted to them at the time of hire. A part-time full-year employee will receive vacation days on a pro-rated basis, based on a 40-hour full-time work week.

Vacation days shall accumulate on a pro-rated monthly basis. See the following chart for day(s) earned per month.

0 – 9 years	10 days (.833 days per month)
10 – 14 years	15 days (1.25 days per month)
15 + years	20 days (1.66 days per month)

New employees shall accumulate vacation days on a pro-rated basis including their time on probation but cannot use them until they have completed their probationary period. No employee may use vacation days before they are earned.

Vacation days shall not be accumulated from year-to-year, except as follows: no more than five (5) vacation days may be carried over from one school year to the next school year.

The Superintendent or his/her designee retains final discretion as to the scheduling of said vacation days.

Those employees who were accruing twenty-five (25) days of vacation prior to July 1, 2011 will continue to accrue the twenty-five (25) days of vacation annually during the term of this negotiated agreement.

15.4 HOLIDAYS:

Employees shall be entitled to the paid holidays set forth herein unless excluded from the school calendar in which case an alternative shall be scheduled at the discretion of the District during a time when school is not in session.

15.4.1 Full-time and part-time full-year employees shall be entitled to ~~thirteen~~ **fourteen** (~~13~~ **14**) holidays including:

New Years' Day
Presidents' Day
Town Meeting Day
Memorial Day
Fourth of July
Battle of Bennington Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
~~Two~~ **Three** (2 **3**) undesignated holidays(s)

Holidays for part-time full-year employees are pro-rated based on their regularly scheduled work day.

15.4.2 School-year employees shall be entitled to ~~ten~~ **Twelve** (10 **12**) holidays including:

New Years' Day
Presidents' Day
Town Meeting Day
Memorial Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Columbus Day

~~One~~ **Two** (2) additional undesignated holiday to be taken during December, February or April break.

15.5 PAYMENT:

All support staff will submit time sheets in keeping with procedures outlined by the WSSU Business Office.

All wages for hourly employees will be calculated and based upon the time sheets submitted by the employee.

ARTICLE XVI
SEVERABILITY

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

ARTICLE XVII
COMPLETE AGREEMENT

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

ARTICLE XVIII
DURATION

The provisions of this Agreement will be effective as of July 1, 2016 ~~2017~~ unless otherwise noted in this Agreement and will continue and remain in full force until June 30, ~~2017~~ **2020**. This Agreement will automatically be renewed and will continue in full force and effect for an additional period of one (1) year unless either the Board or the Association gives notice in writing to the other not later than October 15 prior to the expiration date or any anniversary thereof of a successor Agreement

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this ____ DAY OF MAY, ~~2016~~.

{Signature Section to be inserted here}