

# **MASTER AGREEMENT**

**BETWEEN THE**

**WINDSOR NORTHWEST EDUCATION ASSOCIATION  
EDUCATIONAL SUPPORT PERSONNEL**

**AND THE**

**BOARDS OF SCHOOL DIRECTORS OF THE TOWNS OF  
BETHEL, ROCHESTER, STOCKBRIDGE**

**AND**

**THE WINDSOR NORTHWEST SUPERVISORY UNION**

**2010-2013**

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### ACKNOWLEDGEMENT OF ARBITRATION

In accordance with 12 V.S.A. §5652(b), the Boards and the Association understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the boards 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 VII, GRIEVANCE, in this CBA.

**ARTICLE I  
PREAMBLE**

- 1.1 In order to effect the provisions of Title 21, V.S.A., Chapter 22, Sections 1721-1735, and to encourage effective and harmonious relationships between the Board and the Educational Support Staff, this Agreement is entered into by and between the Boards of School Directors which represent the Town School Districts of Bethel, Stockbridge, Rochester and the Windsor Northwest Supervisory Union, hereinafter to be know as the "Board," and the Windsor Northwest Education Association (WNEA), an affiliate of the Vermont-NEA, representing the educational support personnel employed by the towns of Bethel, Stockbridge, Rochester and Windsor Northwest Supervisory Union, hereinafter to be known as the "Association."
- 1.2 The Boards of School Directors which represent the Town School Districts of Bethel, Stockbridge, Rochester, and the Windsor Northwest Supervisory Union have agreed to negotiate a consolidated agreement with the educational support personnel represented by the Windsor Northwest Education Association. All parties understand and agree that there are operational benefits of a consolidated agreement. However, it is further agreed that any member school district that determines that they are being adversely impacted by the negotiation process or any terms of the negotiated agreement, may at the discretion of that school district upon notification to the Association, elect not to negotiate collectively with other member towns and decide to negotiate separately with the Association. This understanding will in no way alter any school district's duty to meet at any reasonable time and bargain in good faith with respect to wages, hours and conditions of employment and to execute a written contract incorporating any agreement reached.

**ARTICLE II  
RECOGNITION**

- 2.1 The Boards recognizes the Association for the purpose of collective negotiations, pursuant to Title 21, Chapter 22, V.S.A., as the exclusive representatives of a bargaining unit, as certified by the Vermont Labor Relations Board, composed of Instructional Assistants (including paraeducators), Food Service Personnel, Custodians, Secretaries, transportation personnel, technology support personnel, and other employees who perform similar work, who are under contract to the school districts of Bethel, Rochester, Stockbridge, and the Windsor Northwest Supervisory Union.
- 2.2.1 Unless otherwise indicated, the employees of the above unit will hereinafter be referred to as "employee(s)" or "member(s) of the bargaining unit" or "Educational Support Personnel (Educational Support Person)."

## **ARTICLE III ASSOCIATION'S RIGHTS**

- 3.1 Nothing contained herein shall be construed to deny or restrict an Educational Support Person's rights under existing Vermont law.
- 3.2 The Board agrees that all Educational Support Personnel have the right to organize freely, join and support their Association for the purpose of engaging in collective bargaining. It is further agreed that Educational Support Personnel shall have the right not to join this or any other Educational Support Personnel organization if they so desire. It is further agreed that neither the Board nor the Association shall discriminate against any Educational Support Person with respect to salary, economic conditions or employment, or professional standing by reason of membership or non-membership in the Association or their affiliates, nor for participation in any of the lawful activities of the Association.
- 3.3 The Board and the Association agree that there will be no discrimination in hiring, training, assignment, promotion, transfer or discipline of Educational Support Personnel, or in the application or administration of this Agreement or any other rule, regulation or policy relative to the terms and conditions of Educational Support Personnel employment on the basis of race, gender, creed, color, religion, domicile, Association membership, national origin, sexual orientation, marital status, age or disability.
- 3.4 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 Educational Support Person or administrator engaged in activities protected by Chapter 22 of Title 21, Vermont Statutes Annotated.
- 3.5 Educational Support Personnel shall not be reprimanded in writing, suspended, dismissed or not have their contracts renewed without just and sufficient cause.
- 3.6 Educational Support Personnel have the right to participate in public affairs and professional organizations.
- 3.7 Official personnel files will be kept in the Superintendent's Office. Upon request to the Superintendent and by appointment, Educational Support Personnel will have the right to review the contents of their personnel files during the regular office hours. Educational Support Personnel are entitled to be represented by their Association during all file reviews. Any complaint or record of disciplinary action contained in an Educational Support Person's personnel file which is three (3) or more years old shall be deemed irrelevant to a current matter of discipline or discharge unless the current matter is a repeat offense. Irrelevant materials shall be excluded from any grievance or arbitration procedure involving the Educational Support Person.
- 3.8 No material favorable or unfavorable to an employee's conduct or service except personal pre-employment references relating to the employee's employment by the Board will be placed in the personnel file unless the Superintendent has sound reason to believe in the accuracy or truthfulness of that material. In no case shall any material be filed without the employee having an opportunity to review that material. The employee shall acknowledge that he/she has had a chance to review the material by signing the copy to be filed with the

express understanding that that signature in no way indicates agreement with the contents thereof. Any refusal on the part of an employee to sign a copy shall in no way limit the Board's right to maintain a copy within the employee's personnel file.

- 3.9 An employee shall have the right to submit written answers to all materials and their answers shall be reviewed by the Superintendent, or designee, and attached to the file copy.
- 3.10 Any complaint regarding an employee made to any member of the administration by a parent, student, or other person shall be promptly investigated. If the administration or Board determines that the complaint may have merit, the administration shall promptly notify the employee of the specific nature of the complaint. The Board or the Superintendent shall identify the complainant upon the request of the employee. No grievance shall be filed unless the complaint results in disciplinary action against the employee.
- 3.11 An employee shall have the right to representation by their Association in matters of employment.
- 3.12 The Association shall have the right to use such facilities and equipment for meetings 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 building administrator, provided that such use does not interfere with the instructional program. Repair or replacement as the result of such use of equipment or the use of materials beyond a reasonable amount will be borne by the Association.
- 3.13 Duly authorized representatives of the Association shall be permitted to transact official business on school property 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.
- 3.14 The Boards shall permit employees and the Association access at reasonable times to areas in which employees work, and to use institutional bulletin boards, mail boxes, or other communication media subject to reasonable regulation by the Board, and to use school facilities at reasonable times for the purpose of meetings concerned with the exercise of rights guaranteed by this AGREEMENT.
- 3.15 The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- 3.16 Copies of the Agreement will be printed for the Association at Board expense and given to each Educational Support Person when both parties to this Agreement have ratified a successor agreement.
- 3.17 Any notice with reference to any Article in this AGREEMENT that is to be given by one party to the other under this Agreement will be delivered in a written format, and a receipt will be provided. If given by the Board, said notices will be sent to the President of the Association or his/her designee, and, if given by the Association, said notice will be sent to the Superintendent of Schools, and for transmission to the Board(s) as required. Either party, by written notice to the other, may change the address at which further written notice to it shall be given.

3.18 The Board agrees to deduct from the employee's salaries payment for dues for the Educational Support Personnel unit of the Windsor Northwest Education Association/Vermont-NBA that employees individually and voluntarily authorize. Money shall be transmitted to the treasurer of the Association in accordance with the schedule established for members of the Educational Support Personnel bargaining unit, and the Association shall disburse such monies to the appropriate Association or Associations. Authorizations shall be in writing and continuous from year-to-year as long as a person remains employed by the District unless he/she notifies the Board and the Association in writing by October 1 that he/she wishes to withdraw his/her authorization for dues deductions for the upcoming year. 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.

#### **ARTICLE IV MANAGEMENT RIGHTS**

##### **4-A. Retention of Management Rights**

The Board retains all powers, rights, authority, and prerogatives conferred upon it by the laws of the State of Vermont. Nothing in this AGREEMENT will derogate or remove any power, right, authority or prerogative possessed by the Board or its administrative staff except where such power, right, authority or prerogative is and specifically limited by this AGREEMENT, or by the laws of the State of Vermont, and wherein any such action on the part of the Board is not arbitrary or capricious. The Association agrees that the Board has the right to make and implement decisions relating to areas including but not limited to those enumerated below.

##### **4-B. Specific Management Prerogatives**

1. Management Rights include but are not necessarily limited to the following:
  - A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.
  - B. To manage and direct the employees of the Board
  - C. To establish reasonable work rules of conduct.
  - D. To suspend, non-renew or discipline employees for just cause, per the provisions of the collective bargaining agreement.
  - E. To determine the size and composition of the work force.
  - F. To determine staffing patterns including the need for, use of and number of full-time employees.
  - G. To control and regulate the use of machinery, facilities, equipment, technology, computers and other property of the school districts.
  - H. To introduce new technology, tools, equipment or laborsaving devices.
  - I. To determine, establish, increase, reduce, or eliminate the number, location and operation of programs.
  - J. To establish budget procedures and determine budgetary allocations.
  - K. To determine the methods of raising and using revenues.

- L. To establish and administer policies and procedures relating to security.
  - M. To determine the mission of each school district and the means necessary to efficiently fulfill that mission.
  - N. To implement, continue, modify or discontinue any written policies which do not conflict with the express written provisions of this AGREEMENT.
2. The above enumeration of management rights is not inclusive and does not exclude management rights not specified, nor shall the exercise or non-exercise of rights retained by the Board be construed to mean that any right is waived, so long as the Board does not in any manner act arbitrarily or capriciously.

## **ARTICLE V PROBATIONARY PERIOD**

- 5.1 For full-time and part-time year round employees there is a six-month (6) probationary period. For full-time and part-time school year employees there is a probationary period of ninety (90) school days.
- 5.2 An employee shall serve only one (1) probationary period within a school district or the supervisory union (for WNWSU employees), unless the employee assumes a new position at a different classification within the school district or the supervisory union, or if there is a voluntary or involuntary termination of employment and new employment begins after a break in service. The superintendent may waive a subsequent probationary period in the case of re-employment after a voluntary or involuntary termination.
- 5.3 The probationary period serves a two-fold purpose: to allow the employee to become familiar with the duties of a position, and to allow the supervisor to observe and evaluate employee performance to determine whether employment beyond the probationary period is deemed appropriate.
- 5.4 At any time during the probationary period an employee may resign without prejudice, and the school district or supervisory union may terminate employment for any reason. Such termination is not subject to the arbitration provision of the grievance procedure. Prior to the end of the probationary period, the supervisor shall conduct a performance review and make a recommendation to the superintendent regarding continued employment.
- 5.5 An employee may utilize his/her vacation leave (see Article XX) only after the end of his/her probationary period.
- 5.6 Personal leave shall accrue from an employee's date of hire. However, an employee may utilize only one (1) personal leave day during the period of his/her probationary period.
- 5.7 Medical coverage for a probationary employee shall begin after thirty (30) calendar days of employment.
- 5.8 A full-time year round, school year or extended school year employee on probation shall receive one (1) day's pay for each appropriate paid holiday which occurs during his/her period of probation. A part-time employee shall receive the appropriate paid holidays on a pro-rata basis, to the nearest half-day or whole day. "Half-day" shall mean up to and including fifty percent (50%) of an employee's contracted hours per day; "whole day"

shall mean any amount of time beyond fifty percent (50%) of an employee's contracted hours per day. "Appropriate" shall mean a holiday that falls on a day the employee would normally work.

## **ARTICLE VI AGENCY FEE**

6.1 In recognition of the Association's duty, under Title 21, §1726(b)(3) to represent employees in matters of collective bargaining and grievance processing without regard to organizational affiliation or membership, the Board and the Association agree that, as a condition of employment, all members of the bargaining unit who are not members of the Association shall pay a fee which is equivalent to the Association's costs of the representation of the employees in the bargaining unit. Such service fee, however, shall not exceed eighty percent (80%) of the Association dues and assessments for that year. The Association shall notify the Board by November 1, or after at least thirty (30) days following the completion of a new employee's probationary period, of the bargaining unit members who are not members of the Association, and a service fee shall be deducted, in substantially equal installments, from each of the employee's remaining paychecks for that year. The Association will certify the amount of the service fee to the Board by October 1 of the school year in which the amount changes.

6.2 All members of the bargaining unit shall be eligible for membership in the association. Bargaining unit members who are not members of the Association on June 30, 2004, shall not be required to join the Association or pay the service fee. Current Association members and any future member who subsequently discontinue their membership shall, however, be subject to the fee.

## **ARTICLE VII REDUCTION IN FORCE**

7.1 Staff reductions may be made when in the judgment of the Board they are necessary for the sound and efficient operation of any school or the Supervisory Union, due to insufficient funds, lack of work or a significant revision in any program. Representatives of the Board and the Association shall meet prior to any reduction decisions for the purpose of discussing the forthcoming reduction.

### 7.2 Contract Issuance

The appropriate Board shall issue renewal employment contracts to employees no later than thirty (30) contractual days after the School District Board and/or the Supervisory Union Board first approves its budget.

- A. An employee who is to be laid-off or reduced in contract as a result of a staff reduction shall be provided final notice of that action no later than thirty (30) calendar days after the School District and/or the Supervisory Union approves its budget.
- B. Layoffs shall be within job categories within each school (secretary, custodian, educational assistant, cook, or other) defined in ARTICLE II, with seniority defined in Section E, below. If the layoff of an employee is necessary, that employee with the least seniority as an employee shall be laid off provided the displacing employee is qualified for the job or becomes qualified for the job no later than two (2) weeks before students return to school in the school year in which the RIF applies. The determination that the

displacing employee is qualified for the job shall be made by the Superintendent. The Superintendent's decision shall be subject to the grievance procedure but shall not be arbitrable. Layoff provisions do not apply to paraeducators whose employment is necessary for the needs of an individual student. If the layoff of any other Educational Support Personnel is necessary, the employee in the affected job category as defined in ARTICLE II with the least seniority shall be laid off.

- C. An employee who has been laid off shall be recalled to any vacancy which occurs in his/her job classification, within his/her respective school district or the supervisory union, during the twelve (12) months immediately following the effective date of the layoff, provided the employee has indicated in writing at the time of the layoff the desire to be recalled in following twelve (12) months. The last employee laid off in a particular job category shall be the first employee recalled in that job category within each school. An employee may refuse up to two (2) recall offers and retain his/her recall status for the remainder of his/her twelve (12) month period. If the employee refuses a third (3<sup>rd</sup>) recall offer, s/he shall be removed from the recall list.
- D. Notice of recall shall be by certified mail (return receipt requested). If the employee does not indicate his/her acceptance of the position within five (5) working days of receipt of the recall notice, he/she shall be deemed to have refused the position and waived further recall rights under this Agreement.
- E. Seniority shall be calculated from the date beginning with the employee's most recent period of continuous employment with the District regardless of job category within the bargaining unit. This period of continuous employment will begin to accrue as of the first day worked. If two or more employees have the same first day worked, seniority will be determined by the date the employees signed their employment contracts; if these dates are the same, the employee who has the earliest birthday (date of birth, not year of birth) in the calendar year will be designated as the most senior. Part-time employees shall have their time of employment in the School District or the Supervisory Union pro-rated.
- F. No employee shall be laid off under the terms of this ARTICLE if the reduction can be accomplished through attrition, and unless he/she is given two (2) weeks advance notice.
- G. For the purposes of this Reduction In Force provision, the ABBREVIATED GRIEVANCE PROCEDURE in Article IV may be used.

## **ARTICLE VIII GRIEVANCE PROCEDURE**

- 8.1 A grievance shall mean a claim by an Educational Support Person or the Association that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this Agreement.
- 8.2 A grievant or aggrieved person shall be one who institutes a grievance under this Agreement.
- 8.3 All time limits contained in this grievance procedure shall consist of school days (when students are required to be in attendance), except that between June 1 and September 1, when all days shall be weekdays; holidays and weekends shall be excluded from these time limits.

Time limits may be extended by mutual agreement of the parties involved in a grievance.

- 8.4 Grievants shall be entitled to representation by their ASSOCIATION at all steps in the grievance procedure, except that grievants shall not be represented by an administrative official of the school.
- 8.5 No grievance shall be entertained except in accordance with the procedures specified in this AGREEMENT. Failure by the grievants to adhere to these procedures within the specified time periods shall render the grievance null and void. Failure of the appropriate administrative official to render a decision within the specified periods permits grievants to advance to the next step in the grievance procedure.
- 8.6 A grievance shall at all times and throughout all steps of this 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.
- 8.7 Nothing contained in this grievance procedure shall be construed as limiting the right of any Educational Support Person having a grievance to discuss the matter informally with his/her supervisor before filing the matter as a formal grievance, and have the dispute adjusted without intervention of the Association, provided such adjustment is not inconsistent with the terms of this Agreement. Should such informal process fail to resolve the grievance, then a formal filing of the grievance shall be made in accordance with the following procedures.

**STEP I:** The grievant shall forward a written copy of the grievance to the Appropriate building principal or lead teacher, setting forth the specific problem being grieved, the Agreement's provisions(s) allegedly violated, and stating the redress sought. The principal shall arrange to meet within seven (7) days of receipt of the grievance with the aggrieved Educational Support Person and/or his/her representative. The principal shall render a decision in writing, including his reasons, within seven (7) days after the meeting. Copies of the decision will be given to the Educational Support Person and the Association. No grievance will be given consideration unless it is filed at Step I of this procedure within twenty-one (21) days after the grievant has knowledge of the occurrence that gave rise to the grievance.

**STEP II:** If the grievance is not resolved at Step I, the grievant may, within seven (7) days after the Step I decision, forward a written copy of the grievance to the Superintendent of Schools, indicating his/her dissatisfaction with the decision of the building principal and stating the redress sought. The Superintendent shall arrange for a meeting with the aggrieved Educational Support Person and/or his/her representative within seven (7) days of the receipt of the appeal. Each party shall have the right to include in its representation those witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have fourteen (14) days to render, in writing, his decision including his reasons, copies of which shall be sent to the grievant and the Association.

**STEP III:** If the grievance is not resolved at Step II, the grievant may, within seven (7) days after the Step II decision, forward the grievance, in writing, to the Chair of the Board, setting forth the reasons for his/her dissatisfaction the Superintendent's decision and stating the redress sought. The Board shall meet with the aggrieved Educational Support Person and/or his/her representative within fourteen (14) days after the receipt of the grievance. Each party shall have

the right to include such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Within seven (7) days of this hearing the Board shall render in writing their decision, copies of which shall be sent to the grievant and the Association.

**STEP IV:** If the grievance is not resolved at Step III, the grievant may, within seven (7) days after the Step III decision, bring the grievance before the Association for their determination as to whether the grievance has merit to be submitted to binding arbitration.

If the Association finds the grievance meritorious, it shall request binding arbitration. This request shall be made in writing, and shall be delivered in person or by registered or certified mail to the Superintendent of Schools within fifteen (15) days after the Step III decision. If the request for arbitration is not filed within fifteen (15) days, the grievance will be deemed withdrawn.

The person selected to be an arbitrator shall be determined by mutual agreement between the Board or their designated representatives and the Association or their designated representatives. Should the parties be unable to agree upon an arbitrator, then an arbitrator will be requested from the American Arbitration Association.

Each party shall bear the full cost of its representation in the arbitration. The cost of the arbitrator and the AAA will be divided equally between the parties. The arbitrator shall have no power to alter or amend the terms of this Agreement. However, the arbitrator shall be empowered to include in any award financial reimbursement or other remedies as he/she shall judge to be proper, save that the arbitrator shall not require the Board to perform any act contrary to state and federal statute. Decisions of the arbitrator shall be final. Should any party desire a transcript of the proceedings in arbitration, that party shall bear the full cost of that transcript, including the cost of providing a copy to the other party.

8.8 The Board, the administration, and the Association agree to cooperate in the investigation of any grievance, and further agree to furnish each other with any information required which is established to be pertinent to the proceeding of a dispute presently being grieved.

8.9 No reprisals of any kind will be taken by the Board or the Association against any Educational Support Person, administrator, or school board member because of his/her participation in this grievance procedure. Under no circumstance shall students who are minors be involved in the hearing of, or the resolution of a grievance, unless written consent from a parent or guardian is filed with the Superintendent of Schools in advance.

8.10 A grievance may be withdrawn or settled at any level without establishing a precedent.

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

8.12 **ABBREVIATED GRIEVANCE PROCEDURE.** In the case of a Reduction In Force and elsewhere as required by this Agreement, a grievance shall be processed according to the following schedule:

(A) The grievance must be filed initially at Step II with the Superintendent or his/her

designee within ten (10) days of receiving notice of RIF.

- (B) The Superintendent or his/her designee shall hear the grievance and issue his/her decision in writing within seven (7) days of the date of filing.
- (C) If the grievant is not satisfied with the disposition of the grievance at Step II, within seven (7) days from the date of receipt of the Superintendent's or designee's response the grievant may file the grievance with the School Board at Step III. The Board shall hear the grievance and issue its decision in writing within fifteen (15) days from the date of filing.
- (D) If the grievant is not satisfied with the Board's disposition of the grievance at Step III, within seven (7) days of receipt of the Board's response, the grievant may request arbitration in writing to the Superintendent providing that the grievance involves the interpretation or application of a specific provision of this Contract. If a timely request for arbitration is submitted, the Superintendent and the Grievant [sic] shall agree upon the services of an arbitrator with or without American Arbitration Association assistance within five (5) school days.

The arbitrator selected shall hear the grievance and communicate a decision to the parties within fifteen (15) school days of his/her selection. If it is impossible for the parties and/or the arbitrator to adhere to the time lines of this subsection relating to arbitration, the parties agree that the grievance shall be arbitrated and a decision rendered as soon as it is reasonably possible to do so.

- (E) Except as otherwise specifically provided in this abbreviated process, all other provisions of this Agreement relating to the filing and processing of grievances shall be applicable to grievances processed under this abbreviated procedure.

#### **ARTICLE IX DUTY FREE LUNCH**

Each employee shall receive either a paid, duty free lunch daily, at least equivalent in length to the students' lunch period, but in no case less than twenty (20) continuous minutes, exclusive of passing times to and from lunch, or an unpaid duty free lunch daily of thirty (30) continuous minutes exclusive of passing times to and from lunch. Which lunch an employee receives is to be determined by scheduling needs as determined by the building principal.

#### **ARTICLE X TRANSPORTATION AND MILEAGE**

- 10.1 An employee's use of his/her vehicle for school business shall not be a condition of employment. No employee shall be required to use his/her personal vehicle in the performance of his/her job or at any time during his or her employment.
- 10.2 If an employee volunteers to use his/her vehicle in response to a request from an administrator, the employee shall be reimbursed at the current IRS rate. Mileage shall be calculated from the employee's place of work to the destination requested by the administration and then back to the employee's place of work.

**ARTICLE XI**  
**OVERTIME and ON-CALL PAY**

**11.1 Regulatory Over Time Pay**

Each employee shall be compensated at the rate of one and one half (1-1/2) times his or her basic hourly rate for all time worked beyond forty (40) working hours inclusive of benefit days, leave days and holidays in any one week. All work performed at the overtime rate must be approved by the Superintendent or his/her designee prior to the commencement of such work, as provided by the *Fair Standards Labor Act*.

**11.2 On-Call Compensation**

On-call pay compensates custodians and maintenance directors who remain on-call beyond their regularly schedule hours to respond to school emergencies. Such emergencies include but are not necessarily limited to fire alarm, security, weather, heating, electrical, plumbing and related situations.

On-call status shall be based upon the discretion of the employer.

- (a) On-call pay shall be determined as follows: An employee will be eligible for on-call status only if it is outside of his/her normal working schedule, and the employee must return to work.
- (b) All time worked up to three (3) hours: full three (3) hours wages at one and one-half (1.5) times the employee's regular rate per hour.
- (c) Each additional hour or portion thereof after the first three (3) hours: at one and one-half (1.5) the employee's regular rate per hour.

**ARTICLE XII**  
**TRAINING REIMBURSEMENT**

**12-A** If an employee intends to take a course, seminar, workshop or any other employment related training, that employee may request reimbursement for part or all of the costs associated with such training from the Superintendent. Each employee shall be eligible to use five hundred dollars (\$500) annually for educational, academic, workshop and like training related to his/her job. The Superintendent shall approve or disapprove such a request based on its relevance to the employee's job.

**12-B** An employee shall be eligible for prepayment for part or all of the costs associated with such training by putting this request for prepayment in writing to the Superintendent. The employee will sign a contract with the Superintendent so that in the event the employee fails to complete the training s/he will have the amount of prepayment paid by the district withheld from his/her paychecks over the remainder of the school year, or another repayment schedule mutually agreeable to the employee and the Superintendent.

**12-C** If the administration instructs an employee to participate in any training, the district or the supervisory union shall pay for the cost of such training.

**ARTICLE XIII  
HEALTH INSURANCE**

- 13.1 Any employee covered by this AGREEMENT for 2003 - 2004 and who continues in employment in any capacity covered by this AGREEMENT shall retain all health insurance and dental benefits to which they were entitled in 2003 - 2004, for the length of his/her time employed, unless the benefit in this AGREEMENT is/becomes greater than the employee's current benefit, or the employee chooses an alternative benefit. This shall include the option to purchase 2-person or family insurance at the current rate specified in this AGREEMENT. The employee's current benefit(s) shall be grandparented forward regardless of the number of hours worked in any week or change in job description, except when an employee volunteers for such a change in health or dental insurance coverage. (E.g., An employee who in 2003 - 2004 received a 2-person or family health insurance coverage at the expense of the Board shall have this benefit continue until such time as the employee elects to change this coverage, at which time his/her coverage reverts to the terms of this provision, 13.2 and following.)
- 13.2 The health insurance benefits referenced in A- 1 are given below. This schedule below is the health provision for this AGREEMENT. The Dental Insurance provision is in Article XIV, DENTAL INSURANCE.
- 13.3A All full-time year round and extended school year and full-time school year employees (i.e., employees who work thirty or more ( $\geq 30$ ) hours per week) shall be eligible for VEHI Dual Option health insurance annually, according to the following schedule:
- Single Plan or 2-Person Plan, Board contribution is ninety percent (90.0%) employee contribution is 10 percent (10.0%).
- B. An employee may purchase JY coverage for the difference in the premium benefit in a given year (see Article 13.3-A) for Dual Option and the full premium cost of JY.
- C. An employee may purchase family coverage for the difference in the per cent of premium benefit in a given year (see Article 13.3-A) and the cost of 2-person and one hundred percent (100%) of family coverage.
- 13.4A. The Boards agree to pay each employee who is eligible for health insurance but chooses not to participate in the health insurance plan an annual sum of fifteen hundred dollars (\$1,500). Any current employee applying for this fifteen hundred dollars (\$1,500) must show proof of alternate health insurance coverage within thirty (30) days after signing his/her individual employment contract for the year in which the employee elects to receive this payment of fifteen hundred dollars (\$1,500).
- B. An employee who receives this benefit shall have this benefit pro-rated per his/her FTE in the respective year of employment. (E.g., a sixty percent (60%) FTE employee would receive 60% of \$1,500, = \$900.00.)
- C. An employee hired between 01 July and 30 December shall receive this full benefit according to the terms in article 13.4-B. An employee hired between 01 January and 30 June shall receive one-half (.5) of this benefit, and this half shall also be subject to the

terms of article 13.4-B.

- D. Payment shall be made to the employee in two (2) installments: the first paycheck in December, and the last paycheck in June, of each year in which the employee shall receive this benefit. If an employee leaves the district prior to the end of the school year, s/he shall receive this benefit prorated for the amount of time worked.

- 13.5.1 Any employee who chooses to purchase health or dental insurance(s) through the school insurance plan(s) may enter into an agreement to pay for the insurance(s) from pre-tax dollars, resulting in a savings to them offsetting some of the cost of the insurance(s).

Part-time year-round and part-time school year employees who work at least twenty ( $\geq 20$ ) hours per week but less than thirty ( $< 30$ ) hours per week shall be eligible for health insurance on a prorated basis.

#### **ARTICLE XIV DENTAL INSURANCE**

- 14.1 The Board shall provide one hundred percent (100%) of the premium cost of VEHI individual dental coverage, A, B, C, for full-time year round and full-time school year employees or extended school year employees in the Bethel and Rochester School Districts and the Windsor Northwest Supervisory Union.

Part-time year-round, part-time extended school year, and part-time school year employees who work at least twenty ( $\geq 20$ ) hours per week but less than thirty ( $< 30$ ) hours per week shall be eligible for dental insurance on a prorated basis.

An employee may purchase 2-person or family dental coverage for the difference in the premium benefit and the cost of 2-person or family coverage.

- 14.2 The Boards agree to pay each employee who is eligible for dental insurance, but chooses not to participate in the dental insurance program, an annual sum of one-hundred dollars (\$100.00). Any current employee or newly hired employee applying for the one-hundred dollars (\$100.00) must show proof of alternate dental insurance coverage within thirty (30) days after signing his/her individual employment contract for the year in which the employee elects to receive this payment.

- 14.3-A. An employee who receives this benefit shall have this benefit pro-rated per his/her FTE in the respective year of employment. (E.g., a sixty percent (60%) FTE employee would receive 60% of \$100, = \$60.00.)

- 14.3-B. An employee hired between 01 July and 30 December shall receive this full benefit according to the terms in article 13.4-B. An employee hired between 01 January and 30 June shall receive one-half (.5) of this benefit, and this half shall also be subject to the terms of article 14.3-A.

**ARTICLE XV  
LONG TERM DISABILITY INSURANCE**

The Board agrees to provide disability insurance benefits through VEHI-Unum to each employee who is eligible to receive said benefits under the terms of this Agreement. Disability coverage will begin after meeting the eligibility requirements for receiving benefits under the disability plan, including a ninety (90) day waiting period. The disability benefit will cover sixty-six percent (66.7%) of an employee's annual employment salary, with a maximum benefit of five thousand dollars (\$5,000) per month. Disabilities are only those medical conditions defined as disabilities by the carrier and covered by said insurance policy.

**ARTICLE XVI  
WORKERS' COMPENSATION INSURANCE**

The Board shall carry Workers' Compensation Insurance for the protection of all employees. The board will provide the employee with coverage for liability insurance as written under 16 V.S.A. § 1756, and Workers' Compensation. When an employee receives Workers' Compensation benefits he/she may also elect to use his/her accumulated sick leave to offset the difference between the Workers' Compensation benefits and his/her full salary. This shall be accomplished by the employee endorsing all Workers' Compensation benefit checks over to the District, including those received during all holiday and vacation periods (including summer vacation); the District will then pay the employee his/her full salary and deduct one-third (1/3) of a sick leave day from the employee's accumulation for each school day of absence. The Board shall also continue to pay its share of all insurance benefits provided by the Agreement until the employee's sick leave is exhausted. Accumulated sick leave does not include an additional twelve (12) days for the new contract year. The Board may elect to stop payment of sick leave salary until receipt of Workers' Compensation benefits from the employee, unless as a result of the disability the employee is unable to turn his/her checks over to the district in a timely fashion. In such circumstances, the employee shall endorse all applicable Workers' Compensation benefit checks over to the District as soon as reasonably possible.

**ARTICLE XVII  
SICK DAY NOTICE**

By 01 September of each year, the Board shall provide each employee a written account of all accumulated leave days (sick, vacation, etc.) as of 30 June of the previous school year and available to him/her for the ensuing school year.

**ARTICLE XVIII  
SICK LEAVE DAYS**

18.1 Each full-time year round and full-time school year employee (i.e., any employee who works thirty or more ( $\geq 30$ ) hours per week) shall receive twelve (12) sick days each year, at the beginning of the school year. Unused sick days may accumulate to a total of ninety (90) days. If an employee is absent three (3) or more days consecutively, the Superintendent may request a medical certification (or its equivalent) of the employee's illness.

- 18.2 Up to five (5) sick days each year may be used for matters of family illness involving spouse, civil union partner, child, parent, or someone residing in the household for whom the employee is responsible. The Superintendent or his/her designee may extend the number of days an employee may use for matters of family illness.
- 18.3 Current employees (as of June 30, 2004) who have accumulated more than ninety (90) unused sick days shall have the days in excess of ninety (90) reserved as credited SICK DAYS. These employees shall have access to these credited sick days until exhausted. These credited sick days shall be utilized first, prior to utilizing the ninety (90) day allotment. Employees hired from July 1, 2004 onward shall be eligible for the maximum accrual of ninety (90) unused sick days.
- 18.4 Any employee who has accumulated in excess of ninety (90) unused sick days and who reaches the elimination period for and consequently uses his/her Long Term Disability Insurance, shall have the opportunity to purchase continued health insurance at the exchange rate of one (1) day of sick leave for one (1) day of health care coverage, for each accumulated unused sick leave beyond ninety days, until these days are exhausted.
- 18.5 Part-time year round and part-time school year employees shall receive this sick leave days benefit according to the following schedule:
- 1 → 9 hours/week, 3 sick days each year  
 10 → 19 hours/week, 6 sick days each year  
 20 → 29 hours/week, 9 sick days each year
- 18.6 Each employee shall be granted up to three (3) paid days per death of a member of the immediate family. Up to two (2) additional days may be granted by the administration to allow for travel. Immediate family is defined as follows: spouse, civil union partner, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, brother, sister, grandparent, brother-in-law, sister-in-law, or member of the immediate household. Additional bereavement days shall be granted at the discretion of the Administration.
- 18.7 Employees who transfer or are reassigned from one district to another district within the supervisory union, or between a district and the supervisory union (or vice versa) shall retain all their accumulated sick leave at the time of transfer or reassignment.

**ARTICLE XIX  
PAID HOLIDAYS**

- 19.1 Full-time, year round employees shall be paid the equivalent of one (1) day's pay for each of the following holidays:

Labor Day	New Years Day	Presidents' Day
Veterans' Day	Christmas/equivalent	Memorial Day
Thanksgiving	4 <sup>th</sup> of July	Town Meeting Day
Friday after Thanksgiving		

- 19.2. Full-time school year and extended school year employees shall be paid the equivalent of

one (1) day's pay for each of the following holidays:

Labor Day	Friday after Thanksgiving
Veterans' Day	Christmas/equivalent
Thanksgiving	Memorial Day

19.3 Part-time year round, part-time school year and part-time extended school year employees shall receive the appropriate paid holidays on a pro-rata basis, to the nearest half-day or whole day. "Appropriate" shall mean a holiday that falls on a day the employee would normally work.

19.4 If school is held on any of these days, employees shall be entitled to a compensatory day when school is not in session, at a time mutually agreeable to the employee and the immediate supervisor.

19.5 Employees who transfer or are reassigned from one district to another district within the supervisory union, or between a district and the supervisory union (or vice versa) shall retain all their unused paid holidays at the time of transfer or reassignment.

19.6 School Closings, Early Releases, or Delays

(A) If school is closed due to an administration decision:

Full and part-time year round employees are paid for the hours they work or if they use a benefit day, or the employee may choose not to work and thereby not to be paid. Benefit days as they apply to 19.6-A are defined as personal, vacation, or sick days. Sick days are allowable only according to the provisions of Article XVIII of this Master Agreement.

School year employees are not expected to work and will not be paid if they arrive at work after the closing is announced.

Any employee who arrives before the school closing is announced will be paid for the hour(s) that s/he worked.

(B) If there is a delay due to an administration decision:

Full and part-time year round, school year and extended school year employees will be paid for a full day according to the provisions of the employee's individual employment contract and the terms of this *Master Agreement*.

(C) If school is closed early due to an administrative decision:

Full and part-time year round, school year, and extended school year employees will be paid for a full day according to the provisions of the employee's individual employment contract and the terms of this *Master Agreement*. Full-time and part-time year round employees are expected to do minimum work, as determined by the respective Maintenance Directors of the individual schools, so that school may open the following day (or as soon as reasonably possible) without interruption.

(D) Rescheduling

Any work days missed due to school closing that the administration intends to reschedule

shall be rescheduled at the end of the school year, unless otherwise mutually agreed to in writing between the Association and the respective school board.

(E) Benefit Days

If an employee has scheduled a benefit day and a normal day of school does not occur (on that benefit day) for any of the above reasons, the employee will have the option to use such benefit day if s/he wishes to be paid for that day.

An employee shall have the option to cancel such a benefit day and receive no pay for that day. If an employee wishes to cancel a benefit day for which s/he has applied, s/he shall provide written notice of cancellation to the administration prior to the run of the second payroll after the scheduled benefit day. If said benefit day falls on the day payroll is to be processed, the employee will have the option to apply the cancellation notice to the next payroll. Failure to provide cancellation documentation will result in that benefit day being credited to the employee as a day taken.

**ARTICLE XX  
PAID VACATION DAYS**

20.1 Current full-time and part-time year round employees (as of June 30, 2004) shall retain their accumulated vacation days status.

20.2-A. Beginning July 1, 2004, current full-time and part-time year round employees, and full-time and part-time year round employees hired after June 30, 2004 shall accumulate vacation days according to the following schedule:

<u>Years of Employment</u>	<u>Vacation Days</u>	<u>Accumulation in any one year</u>
0 → 4	10	maximum 20 days
5 → 9	15	maximum 30 days
10 +	20	maximum 40 days

B. These days shall be credited to current employees beginning 01 July of each year. (Also see Article 5.5)

C. These vacation days are credited to a newly hired employee on a pro-rated basis, beginning with the date of hire, based on a yearly calendar beginning from 01 July of the year of hire.

20.3 In his/her last year of employment an employee may use all or part of his/her accumulated vacation time or trade them in for the per diem money rate of that year.

20.4 Part-time year round employees shall receive the paid vacation days benefit on a pro-rata basis of the schedule above.

20.5 Employees who transfer or are reassigned from one district to another district within the supervisory union, or between a district and the supervisory union (or vice versa) shall retain all their accumulated vacation days at the time of transfer or reassignment.

**ARTICLE XXI  
PERSONAL LEAVE DAYS**

- 21.1 Paid personal leave will be provided according to the schedule below. Personal leave is for important personal business, which cannot be otherwise scheduled by the employee during time when school is not in session. Important personal business includes but is not necessarily limited to professional/legal appointments and household/family matters. Personal days shall not be used for the sole purpose of extending holidays or vacations, nor for recreational activities or shopping. The superintendent may approve exceptions to these restrictions on a case-by-case basis.
- 21.2 Full-time year round employees shall receive three (3) paid personal leave days annually.
- 21.3 Full-time school year employees and part-time year round employees shall receive two (2) paid personal leave days annually.
- 21.4 A part-time school year employee shall receive one (1) personal leave day annually.

**ARTICLE XXII  
JURY DUTY**

An Educational Support Person who is required to serve on a jury will be excused from his or her regular employment duties to perform such service and will receive his or her regular rate of pay. Any compensation received by an Educational Support Person for jury service during days when school is in session will be reimbursed to the district, except compensation for jury duty that is intended to cover such expenses as mileage, meals or lodging. The Educational Support Person shall retain jury pay received for service during a school recess period or holiday.

**ARTICLE XXIII  
MILITARY LEAVE**

- 23.1 Military leave of absence shall be granted by the Board in accordance with existing state and /or federal statutes.
- 23.2 When an employee or the spouse of an employee is called to active military duty for a period that will require more than sixty (60) continuous days away from home, the employee shall be entitled to receive up to three (3) additional personal leave days (beyond the three (3) personal days provided in Article XXI to attend to settling personal matters arising as a result of the activation. To be eligible, the employee must provide written notification to the Superintendent as early as possible.
- 23.3 Upon return to the respective school district from military leave, an employee shall immediately be assigned the same position held at the time the leave commenced, unless this position is affected by a reduction in force while the employee is on the leave or the position is eliminated.
- 23.4 Upon return to the respective school district from military leave, an employee's salary, seniority, and other benefits shall be the same as they would have been had the period of leave been spent in the school system, provided that the employee shall not be entitled to credit on the salary index for any year during which s/he missed more than ninety (90)

work days between the beginning of the school year and June 30.

- 23.5 An employee may petition the Board to continue his/her health insurance benefit while s/he is in active military service. The decision of the Board shall be final and not subject to the grievance provision of this AGREEMENT.

#### **ARTICLE XXIV UNPAID LEAVE OF ABSENCE**

- 24.1 Upon approval from the Board, an employee may receive an unpaid leave of absence for up to one (1) year. All requests for unpaid extended leaves under this Article shall be submitted in writing to the Superintendent no later than sixty (60) days prior to the date the leave is to begin, except in the case of emergency. This request shall specify the duration of the leave noting the date the employee intends to return to active employment, when this information is ascertainable.
- 24.2 An employee on an unpaid leave of absence shall not continue to accrue seniority, but (s)he shall retain his/her seniority accrued prior to leave, and continue to accrue seniority upon return. All benefits to which an employee was entitled at the time his/her leave commenced, including, but not limited to unused sick leave and seniority eligibility, shall be restored to him/her upon his/her return.
- 24.3 An employee returning from leave will be assigned to the same position held before the leave unless the position has been eliminated. Otherwise, an employee will be offered a substantially equivalent position if available. Employees hired to replace others on leave will be hired only for the duration of the leave.
- 24.4 During such leave, an employee will be allowed to continue participation in the insurance program(s), provided the employee pays the monthly premium rates to the Board and subject to the regulations of the insurance carrier.

#### **ARTICLE XXV EVALUATION OF EMPLOYEES**

- 25.1 No employee will fail to have his/her contract renewed, be disciplined or reprimanded, suspended or dismissed, or receive an adverse evaluation without just cause.
- 25.2 Each employee shall receive a copy of his/her job description. Prior to a new job description being finalized, or before a current job description is revised, the administration shall review it with the Association.
- 25.3 A job description shall be provided to each current employee. Newly hired employees shall receive his/her job description prior to being hired.
- 25.4-A. Evaluation criteria to be used in the evaluation of employees, will be based on the employees' job descriptions. The Boards reserve the exclusive right to establish job performance standards and policies which will best serve the goals of the district, as well as the right to establish evaluation policies and procedures which will

effectively assess the job performance of each employee, as long as no provisions of the evaluation policy or process conflict with the provisions of this Master Agreement.

The intent of the policies and procedures will be to maintain or improve job performance and the quality of work. Employees will be provided with copies of the standards, procedures and policies by the beginning of each school year.

- 25.4-B All monitoring or observation of work performance of an employee will be conducted openly and with the full knowledge of the employee. Any written record of performance evaluation will be presented to the employee within twenty (20) calendar days of the evaluation and then signed by the employee before it is placed in the employee's file or becoming a part of the summative evaluation. It is understood that the employee's signature does not indicate agreement with the contents of the report.
- 25.4-C. An employee may file a written response to his/her evaluation, and it shall accompany the evaluation report in the employee's personnel file.
- 25.4-D. On request, and accompanied by an Association representative, if desired, the employee may examine his or her personnel file and all documents contained therein. The employee shall file a signed statement that he or she has examined the file, the date the file was examined, and the name of the representative who acted as a witness. Anyone else who reviews an employee's personnel file shall file a signed statement that he or she has examined the file, the date the file was examined. An employee shall be permitted to make copies of the contents of his/her personnel file.
- 25.4-E. An employee may file a written statement or objection to any material in the personnel file which the employee feels to be irrelevant, derogatory, or objectionable.
- 25.4-F. The official personnel file shall be maintained in the superintendent's office. Provisions of this Article shall apply to both the official personnel files maintained at the superintendent's office and any and all other files maintained by district administrators.
- 25.5 Criticisms or complaints regarding the performance or conduct of an employee that come to the attention of an administrator or supervisor shall be communicated promptly to the employee. If action is taken by the administration or supervisor which is based on the criticism or complaint, the administrative memorandum and the attendant documents shall be included in the file. Criticism or complaints which do not result in administrative action shall be discarded, and no reference to said criticisms or complaints shall be included in the file. If materials are placed in the employee's file, the employee shall sign and receive a copy of the signed file copy, and have the opportunity to attach a written reply to the file copy. The employee's signature shall indicate only that s/he has received the document and shall in no way mean the employee agrees with its contents.
- 25.6 Whenever any employee is required to appear before their supervisor, principal, the superintendent, the Board, or any committee or member thereof with respect to a charge concerning his or her competency or position of continued employment, the employee shall be entitled to be advised and represented by a representative of the Association or its affiliate, or both.

- 25.7 Should an employee accept an assignment as a substitute for an absent employee, the administration agrees that no formal evaluation of that employee shall take place in the twenty-four (24) hour period following the assignment.
- 25.8 Any time an employee is removed from work because of an allegation made against him/her, the employee shall be placed on administrative leave for the time s/he is kept away from work, pending the outcome of the respective investigation into the allegation(s). When an employee is placed on administrative leaves/he shall receive his/her per diem wages and other contractual benefits from the first day of administrative leave.

**ARTICLE XXVI  
WAGES**

- 26.1 The Boards shall pay their respective employees every two (2) weeks with a paycheck that accounts for the actual hours worked.
- 26.2 For each year of the contract, all new bargaining unit members shall be credited with an appropriate number of points based on the wage schedule criteria set out below. The wages of all on-going members bargaining unit members shall be determined in the following manner:

- A. Academic Year 2010/2011

Following being credited for the appropriate number of points based on the schedule below (Article XXIV, 25.3-B), the hourly wage of each returning bargaining unit member will be increased by 2.0%, effective July 1, 2010.

- B. Academic Year 2011/2012

The hourly wage of each returning bargaining unit member will be increased by six 1.75%effective July 1, 2011.

- C. Academic Year 2012/2013

The hourly wage of each returning bargaining unit member will be increased by 2.25%effective July 1,2012.

- 26.3 The following criteria shall be used to identify the base wage and to award points to new bargaining unit members for the purpose of determining their appropriate hourly wage:
  - A. The base wage for academic year 2010/2011 is \$10.83.  
The base wage for academic year 2011/2012 is \$11.02.  
The base wage for academic year 2012/2013 is \$11.27.

No new hire shall be paid at a wage rate higher than a current employee with similar experience and credentials.

- B. All new bargaining unit members shall be entitled to increases in the base wage based on points awarded according to the following schedule:

<b>I.</b>	<b><u>Qualifications</u></b>	<b><u>Points</u></b>
	<b>A. Education</b>	
	High School Diploma or GED	0

Portfolio (per NCLBA)	2
Associate's Degree	4
Bachelor's Degree	6
Master's Degree	8
Doctorate	10

**B. Job Classification**

**Level I** 0

Includes academic, library, planning room, technology and health aides/paraprofessionals.

**Level II** 2

Includes those who work with students with severe learning disabilities, severe emotional or behavioral disabilities, physical needs that require a particular skill or training, changing student's clothing or coming in contact with bodily fluids. Also includes food service personnel and custodians.

**Level III** 4

Tutors whose responsibilities include the preparation of lessons and school bus operators.

**Level IV** 6

Guidance secretary and administrative assistants to school administrators.

**Level V** 16

Director of Maintenance

**C. Current Certifications**

1. VT Teaching Certificate	10
2. Orton - Gillingham	10
3. Wilson Reading	10
3. Registered Nurse	10
4. Licensed Practical Nurse	5
5. Licensed Plumber	10
6. Licensed Electrician	10
7. CDL w/ school bus endorsement	5

Any additional job-related certifications or licenses may be awarded additional points at the discretion of the Superintendent and approval of the Association.

**D. Experience**

1. WNWSU experience 1 point per year	(no limit)
2. Non-WNWSU relevant experience*	Up to 5 points
3. Discretionary points*	Up to 10 points

\* Points for non-WNWSU experience and discretionary points shall be awarded at the complete discretion of the Superintendent and shall not be subject to the grievance procedure.

- C. Any current employee whose level of education, job classification or certifications has changed may request that the superintendent re-evaluate their rate of pay based on the above schedule and make any necessary adjustments. If the additional skills are used immediately then the employee's rate of pay will change immediately, if the additional skills are not used immediately, then the rate of pay shall be adjusted at the start of the next academic year (July 1). The final determination of the effective date shall be at the discretion of the superintendent.
- D. The value per point applied to the above schedule shall be fifteen cents (\$0.15) for the duration of the contract
- E. In no case shall a newly hired full-time employee be paid a higher wage than a current full-time employee with the same level of education, job classification, certifications and experience. This section does not include the part-time premium noted below in paragraph F.
- F. Part-time employees shall be entitled to a part-time premium of fifty cents (\$0.50) per hour as additional compensation. This premium is designed to help compensate part-time employees for their lack of eligibility for health related benefits.
- G. Changes to the above point schedule may only be made on the recommendation and approval of the Superintendent and approval of the Association. Such approval shall not be unreasonably withheld.
- H. Beginning in the fifteenth (15<sup>th</sup>) year of employment under the terms of this AGREEMENT, and continuing for each year of employment thereafter, an employee shall receive an additional ten cents (\$.10) per hour, added to his/her regular hourly wage.

## **ARTICLE XXVII RETIREMENT**

- 27-A. Each eligible employee shall participate in the Vermont Municipal Employees Retirement System. Each Board and participating employee shall participate in GROUP A, which provides for a two and one-half percent (2.5%) contribution from employees and a four percent (4.0%) contribution from the Board(s).
- 27-B Employees hired after June 30, 2004 shall be eligible for the benefit noted in Article 26-A, above beginning 01 July 2007.

**ARTICLE XXVIII  
SUCCESSOR AGREEMENT**

Until a first, full-year long AGREEMENT is in effect, each employee who would be covered by said AGREEMENT shall receive his/her salary, compensations, leaves, insurance(s) and all other benefits which (s)he currently receives as a result of employment. Further, each employee who would be covered by said AGREEMENT shall also receive any increases in these benefits would occur in successive years of employment as per past practice until the AGREEMENT is in effect.

**ARTICLE XXIX  
SEVERABILITY**

If any provision of this Agreement or its application 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. Not later than ten (10) days after any such holding the parties will set a date by which they will meet for the purpose of renegotiating the provision(s) affected. The parties may mutually agree not to so renegotiate the provision(s) affected.

**ARTICLE XXX  
FAIR PRACTICES**

The Board agrees not to discriminate against employees on the basis of race, disability, age, creed, color, national origin, gender, marital status, sexual orientation, or membership or participation in, or association with, the activities of any employee organization or any other legally protected status.

**ARTICLE XXX I  
COMPLETE AGREEMENT**

This Agreement is a complete agreement between the parties, covering all mandatory subjects of negotiation. The parties contracting agree that relations between them shall be governed by the terms of this Agreement only. No prior agreement or understanding, oral or written, shall be controlling or in any way affect the relations between the parties except where those agreements have been reduced to writing by the mutual consent of both parties.

**ARTICLE XXXII  
DURATION**

The Provisions of this Agreement shall be effective from July 1, 2010 and will continue in full force and effect until June 30, 2013 This Agreement will automatically be renewed and continued in full force and effect for another year beyond the termination date of the Agreement, and similarly from year to year thereafter, unless the Board or the Association shall give written notice to the other stating their desire to negotiate a successor Agreement in accordance with Title 21, Chapter 22, V.S.A. This notice shall be given not later than October 1 prior to the expiration of the current agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS AND SEALS.

DULY AUTHORIZED:

James L. Galt 6/30/11  
for the Bethel Board Date

Gregory A. Winters 6/29/11  
for the Rochester Board Date

[Signature] 6/29/11  
for the Stockbridge Board Date

R. H. [Signature] 6/29/11  
for the Windsor NW S.U. Board Date

John F. Hebble 6/28/11  
for the Windsor NW EA Date

[Signature] 6/27/11  
for the Windsor NW EA Date

Candice Rie 6-27-11  
for the Windsor NW EA Date

\_\_\_\_\_  
for the Windsor NW EA Date