MASTER AGREEMENT

BETWEEN THE

WHITE RIVER VALLEY EDUCATION ASSOCIATION
EDUCATIONAL SUPPORT PERSONNEL

AND THE

BOARDS OF SCHOOL DIRECTORS OF THE ROCHESTER – STOCKBRIDGE UNIFIED DISTRICT, SHARON SCHOOL DISTRICT, THE WHITE RIVER UNIFIED DISTRICT (BETHEL/ROYALTON)
AND
THE WHITE RIVER VALLEY SUPERVISORY UNION

2019-2020
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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 7, GRIEVANCE, in this Agreement.

ARTICLE 1: 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 of the Rochester – Stockbridge Unified District, Sharon School District, the White River Unified District (Bethel/Royalton) and the White River Valley Supervisory Union, hereinafter to be known as the “Board,” and the White River Valley Education Association (WRVEA), an affiliate of the Vermont-NEA, representing the educational support personnel employed by the Rochester – Stockbridge Unified District, Sharon School District, the White River Unified District (Bethel/Royalton) and the White River Valley Supervisory Union, hereinafter to be known as the “Association.”

1.2 The Boards of School Directors of the Rochester – Stockbridge Unified District, Sharon School District, the White River Unified District (Bethel/Royalton) and the White River Valley Supervisory Union have agreed to negotiate a consolidated agreement (hereinafter the "Agreement") with the educational support personnel represented by the Association. Throughout this Agreement, reference to the Board(s) or District(s) shall be deemed to refer to each of the six (6) individual Boards and Districts noted herein. Each Board remains a separate and distinct employer under the terms and conditions contained herein. Further it is understood that the “Superintendent,” the “Director of Special Education” and “Principal” act as agents of the Board in the implementation of this agreement.

ARTICLE 2: RECOGNITION

2.1 The White River Valley Supervisory Union Board of Directors, pursuant to Title 21, Chapter 22 of the Vermont Statutes Annotated, hereby recognizes the Association as the exclusive bargaining representative of the special education paraeducators employed by the Board.

2.2 The Sharon School District Board of Directors, pursuant to Title 21, Chapter 22 of the Vermont Statutes Annotated, hereby recognizes the Association as the exclusive bargaining representative of paraeducators, head custodian (See Appendix A), custodians, secretaries/administrative assistants and food service workers employed by the Board.
2.3 The White River Unified District (Bethel/Royalton) Board of Directors, pursuant to Title 21, Chapter 22 of the Vermont Statutes Annotated, hereby recognizes the Association as the exclusive bargaining representative for the regular education planning room staff, classroom/kindergarten assistant, food service manager, kitchen support staff, custodians/maintenance workers, paraeducators (instructional assistants), food service personnel, custodians, secretaries, and technology support personnel (after June 30, 2020 by MoA signed May 26, 2016, see Appendix B) and head custodian employed by the White River Unified District (Bethel/Royalton) Board of Directors.

2.4 The Rochester – Stockbridge Unified District Boards of Directors, pursuant to Title 21, Chapter 22 of the Vermont Statutes Annotated, hereby recognizes the Association as the exclusive bargaining representative for the regular education planning room staff, classroom/kindergarten assistant, food service manager, kitchen support staff, custodians/maintenance workers, paraeducators (instructional assistants), food service personnel, custodians, secretaries, and technology support personnel (after June 30, 2020 by MoA signed May 26, 2016, see Appendix B) employed by the Rochester – Stockbridge Unified District.

2.5 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 3: MANAGEMENT RIGHTS

3.1 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 of 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. 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.

3.2 Specific Management Prerogatives
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 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.

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.

ARTICLE 4: ASSOCIATION'S RIGHTS

4.1 Nothing contained herein shall be construed to deny or restrict an Educational Support Person's rights under existing Vermont law.

4.2 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.

4.3 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 Association membership, race, gender, creed, color, religion, domicile, national origin, sexual orientation, gender identity, marital status, age or disability. Alleged violations of this Section 4.3 shall not be subject to the grievance/arbitration provision of the Agreement.

4.4 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 any Educational Support Person or administrator engaged in activities protected by Chapter 22 of Title 21, Vermont Statutes Annotated.

4.5 Educational Support Personnel who have completed their probationary period shall not be disciplined, reprimanded in writing, suspended, dismissed or not have their contracts renewed without just and sufficient cause. Employees shall be entitled to Association representation in any meeting which could lead to the employee being disciplined, reprimanded, suspended, dismissed, or non-renewed.

4.6 Educational Support Personnel have the right to participate in public affairs and
professional organizations. If participation requires absence during school hours a pre-approved plan (with the school administration) must be in place.

4.7 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.

4.8 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.

4.9 The Boards shall permit employees and the Association access at reasonable times to areas in which employees work, and to use a designated bulletin board or area in each school, 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.

4.10 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.

4.11 Copies of the Agreement will be sent electronically to each Educational Support Person when both parties to this Agreement have ratified a successor agreement. A printed copy will be kept at the Supervisory Union office and made available upon request.

4.12 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.

4.13 The Board agrees to deduct from the employee’s salaries payment for dues for the Educational Support Personnel unit of the White River Valley Education Association/Vermont-NEA 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 employee notifies the Business Office 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. The Association agrees to indemnify the Boards and hold them harmless from all claims, damages, costs, fees, or charges of any kind, which may arise out of the honoring by the Boards of dues deductions authorization in accordance with the provisions of this AGREEMENT, and the transmitting of such deducted dues to the Association.

ARTICLE 5: 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 exclusive of holidays and breaks.

5.2 An employee shall serve only one (1) probationary period within a school district or the supervisory union, 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 board step or 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 A full time or part time year-round employee may utilize his/her vacation leave 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. Additional days may be requested and may be granted under the sole discretion of the Superintendent.

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.

5.9 Absent prior approval from the Boards or the Superintendent, any employee who is absent without having sufficient leave to cover such absence shall be considered absent without leave and may be subject to disciplinary action. The Board will take extenuating circumstances into account.

ARTICLE 6: REDUCTION IN FORCE

6.1 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 no later than thirty (30) contractual days before the School District Board and/or the Supervisory Union Board first approves its budget for the purpose of discussing potential reductions in force.

6.2 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/administrative assistant, custodian, educational assistant (paraprofessional), cook, or other) defined in ARTICLE 2, with seniority defined in Section E, below. If the layoff of an employee is necessary, that employee with the least seniority within the job category shall be laid off. The above layoff provisions do not apply to paraeducators with special skills, such as braille, etc., who are assigned as 1:1 Paraeducators with a specific student, and whose employment is necessary to meet the IEP needs of that 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
one (1) recall offers and retain his/her recall status for the remainder of his/her
twelve (12) month period. If the employee refuses a second (2") 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 or non-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.
It is employee's responsibility to insure that the Business/Human Resources
Department has the correct address for the employee.

E. Seniority shall be calculated from the date beginning with the employee's most
recent period of continuous employment with the WRVSU or member districts or
their successor districts 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.

ARTICLE 7: GRIEVANCE PROCEDURE

7.1 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.

7.2 A grievant or aggrieved person shall be one who institutes a grievance under this
Agreement.

7.3 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. No grievance shall be given consideration unless it is filed at the appropriate
step within twenty-one (21) days of the occurrence that gave rise to the grievance.

7.4 Grievants shall be entitled to representation exclusively by their ASSOCIATION, or an
individual or individuals designated by the Association at all steps in the grievance
procedure. Grievants shall not be represented by an administrative official of the school.

7.5 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. The Association and the Administrator/Board may at any level of the grievance procedure mutually agree in writing to skip a step of the procedure.

7.6 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.

7.7 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 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.

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/her decision including his/her 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 and the Superintendent, setting forth the reasons for his/her dissatisfaction with 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 file a written notice or demand for binding arbitration. This written notice or demand for binding arbitration 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 written notice or demand for binding arbitration is not filed within fifteen (15) days after the receipt of the Step III decision 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 or obtain a commitment to secure the services of a particular arbitrator within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association ("AAA") by either party. The request to the AAA shall be filed within thirty (30) days of the date the demand for arbitration is received by the Superintendent. The parties shall be bound by the Voluntary Labor Rules (rules and procedures) of the AAA for the selection of an arbitrator.

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.

7.8 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.

7.9 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.

7.10 A grievance may be withdrawn or settled at any level without establishing a precedent.
7.11 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

**ARTICLE 8: DUTY FREE LUNCH**

Each employee shall receive a paid, duty free lunch daily, equivalent in length to the students’ lunch period.

**ARTICLE 9: TRANSPORTATION AND MILEAGE**

9.1 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.

9.2 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.

9.3 Employees who work in more than one school district or more than one building within a merged district on the same day shall be provided sufficient time to travel between such buildings or districts, including time needed to make necessary preparations to move between the buildings or different school districts. The decision of how much time is sufficient shall be made by the District after consultation with the employee involved. Time allocated for lunch, breaks, and preparation time shall not be counted as travel time. Employees who are required to work in more than one building will have their mileage reimbursed at the current IRS rate. Such mileage reimbursement shall not include commuting mileage at the beginning or end of the employee’s day. When an employee is required to travel from one building in one district to another building in another district or more than one building within a merged district, said employee shall receive round-trip mileage. Said employee may be requested to demonstrate that the have adequate insurance coverage.

**ARTICLE 10: OVERTIME and ON-CALL PAY**

10.1 **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. Said calculation of hours worked means actual hours worked and does not include use 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*. 
10.2 On-Call Compensation
On-call pay compensates custodians and head custodians who remain on-call beyond their regularly scheduled 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.

10.3 Pro-ration of benefits will be based on the hours/day in the school building in which the employee works.

10.4 Staff may be assigned appropriate and reasonable starting and dismissal times, establishing an on-site day that is substantially equivalent and no longer than 7 - 8 hours for all employees with the understanding that overtime may also be required. Para-educators may be assigned a planning period when necessary. Any potential change to an employee’s timesheet will be discussed with the employee and any necessary change will be signed by the employee.

ARTICLE 11: TRAINING REIMBURSEMENT

11.1 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.

An employee whose employment with the district is terminated as a result of a RIF shall be eligible for an additional $500 for educational, academic, workshop and training directly related to retraining or career training to assist the employee in alternate career placement. The Superintendent shall approve or disapprove such request based on the potential usefulness of the request to the employee and the employee’s future employment. Denials of payment under this provision shall not be subject to the grievance procedures of this AGREEMENT.

11.2 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 satisfactorily 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. “Satisfactory completion” shall be defined as receiving a grade at or above the level of “B”. Should letter grades not be an option for particular coursework, “Satisfactory Completion” shall be defined as receiving a grade of “Pass”. Should “Pass/Fail” not be an option for particular coursework, a certificate of completion shall be required.

11.3 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 12: HEALTH INSURANCE**

12.1 For the period commencing July 1, 2019 full time staff members may enroll in any of the four (4) VEHI plans identified as VEHI Platinum, VEHI Gold, VEHI Gold CDHP and VEHI Silver CDHP at the coverage tier appropriate for the staff member. The Board agrees to pay 80% of the premium cost of the VEHI Gold CDHP Plan. The Board will pay the same dollar amount toward any of the other (3) available VEHI plans.

Staff members will be responsible for paying the balance of the premium cost for the selected plan through payroll deduction.

12.2 **Health Reimbursement Arrangement (HRA)**

Effective January 1, 2018, the board will establish an integrated Health Reimbursement Arrangement (HRA) with debit card for prescriptions for the benefit of employees enrolled in the VEHI health insurance plans that will provide for payment of out-of-pocket expenses (OOP) as follows:

12.3 **Reimbursement of Medical Out of Pocket Expenses**

Effective January 1, 2018, the board and employee shall split the initial out of pocket costs ('OOP') for medical expense with the board paying 60% and the employee paying 40% dollar for dollar until the employee has reached an OOP of $400 for a Single Plan, $800 for a Parent/Child(ren) or Two- person plan and $1,200 for a Family plan. Once the employee has paid their share of the OOP as described above, the board shall pay any further OOP expense. The split of payments for first incurred medical OOP costs shall continue for the term of this agreement. Medical OOP payments shall not be made through the debit cards issued under this agreement.

12.4 **Reimbursement of Prescription Drug Out of Pocket Expenses**

Effective January 1, 2019 and continuing for the term of this agreement, the Board will pay prescription drug OOP costs of $950 for a single plan, $1,900 for a Parent/Child(ren) plan or Two-person plan, and, $1,500 for a family plan. Payment of the remainder of prescription drug OOP will be paid by the employee ($400, $800, $1,200). Based upon
whether or not the employee has satisfied their overall share of OOP expenses ($400, $800, or $1,200) the employee’s payment of prescription drug OOP may be subject to the 60%/40% split dollar for dollar outlined above. The board’s prescription out-of-pocket costs will be payable by the debit card issued under this agreement.

12.5 The Board’s overall Health Reimbursement Account contribution (medical and/or prescription out-of-pocket costs) in any given benefit year shall not exceed $2,100 for a single plan, $4,200 for a Parent/Child(ren) plan or $3,800 for a family plan. The Board will pay the same dollar amount toward an HRA associated with any of the other three (3) available VEHI plans. The Board will pay the administrative costs associated with the provision of the Health Reimbursement Account.

12.6 Payments to Medical Providers
Direct payments to medical providers will be made if the Third-Party Administrator is able to do so and if direct payments to providers is cost-neutral to the Board.

12.7
A. 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 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). This benefit shall not be provided to spouses (or dependents) where both individuals are employed by Districts or the SU covered in this agreement.

B. An employee who receives this benefit shall have this benefit pro-rated per his/her FTE and number of days worked in the respective year of employment. (E.g., a sixty percent (60%) FTE employee would receive 60% of $1,500, = $900.00.)

C. A full-time employee who otherwise would be eligible for health insurance hired between 01 July and 30 December shall receive this full benefit prorated by the number of days in the six-month period. An employee hired between 01 January and 30 June shall receive one-half (.5) of this benefit, and this half shall also be prorated by the number of days in the six-month period.

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.

12.8 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).

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

**ARTICLE 13: DENTAL INSURANCE**

13.1 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. Part-time year-round, part-time extended school year, and part-time school year employees who work at least twenty (≥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.

13.2 The Boards agree to pay each employee who received this benefit prior to July 1, 2018 and 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.

13.3 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.)

B. An employee hired between 01 July and 30 December shall receive this full benefit prorated by the number of days in the six-month period. An employee hired between 01 January and 30 June shall receive one-half (.5) of this benefit, and this half shall also be prorated by the number of days in the six-month period.

**ARTICLE 14: LONG TERM DISABILITY INSURANCE**

The Boards shall pay one hundred percent (100%) of the premium cost of long term disability ("LTD") insurance. The insurance will have a monthly benefit of sixty-six and two-thirds (66 2/3%) of salary at the time of disability, an elimination period of ninety (90) calendar days, and benefit period extending to an employee's normal retirement age as defined by Social Security. Employee must apply for LTD as soon as possible after becoming disabled. Each employee shall utilize this coverage as soon as benefits are authorized by the carrier.

Once an employee has been absent for one year due to the same illness/disability occurrence, the District shall discontinue paying its share of the employee's health insurance costs. The employee shall remain responsible for her/his share of the health insurance premium costs while receiving health insurance benefits from the District.

In the cases where an employee has begun to collect LTD benefits, the employee's position will
be held available for the remainder of the current school year in which the employee became disabled and the following school year. The employee may request the job be held for additional time with the Board's approval.

**ARTICLE 15: WORKERS' COMPENSATION INSURANCE**

15.1 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. Workers' Compensation issues will be administered in accordance with the provisions of the Vermont workers' compensation statute [21 V.S.A. Chapter 9]. This shall include, by way of example and not limitation, employment reinstatement rights.

15.2 When an employee who was employed by the Boards of the Windsor Northwest Supervisory Union on its last day of existence 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 16: 125 FLEXIBLE SPENDING ACCOUNT (CAFETERIA PLAN)**

The Board will offer the benefits contained in the White River Valley Supervisory Union Cafeteria Plan, a Section 125 plan to each staff under contract.

**ARTICLE 17: SICK DAY AND BENEFIT COST NOTICE**

17.1 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.

17.2 By 15 September of each year, the Board shall provide each employee a written account of all deductions to her/his paycheck, the number of checks each deduction applies to and the total annual cost of each deduction.
ARTICLE 18: 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 (≥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 seventy-five (75) days. If an employee is absent three (3) or more days consecutively, or if there is a reasonable basis for doing so, 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 Part-time year-round and part-time school year employees shall receive this sick leave days benefit according to the following schedule:

- 1 ᅠ→ 9 hours/week, 3 sick days each year
- 10 ᅠ→ 19 hours/week, 6 sick days each year
- 20 ᅠ→ 29 hours/week, 9 sick days each year

18.4 Bereavement
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.

18.5 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 sick leave at the time of transfer or reassignment.

ARTICLE 19: 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
- Wednesday before Thanksgiving
- Thanksgiving
- Friday after Thanksgiving
- Christmas/equivalent

Day after Christmas/equivalent
Day before New Year’s Day
New Year’s Day
Memorial Day
4th of July
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 Christmas/equivalent
   Thanksgiving Memorial Day
   Friday after Thanksgiving New Year’s 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 18 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.

19.7 Planned Early Release Days  
Paraprofessionals will not be required to attend educational training provided by the WRVSU on Planned Early Release Days. Paraprofessionals will be paid for a full day minus two (2) hours on each of the seven (7) Early Release Days. Paraprofessionals will be required to attend the two days prior to the opening of school for students and will be paid for complete days on each of those two (2) days prior to the student opening of school. Paraprofessionals will be paid for a full one-hundred, and seventy-seven (177) days plus holidays.

ARTICLE 20: 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:

<table>
<thead>
<tr>
<th>Years of Employment</th>
<th>Vacation Days</th>
<th>Accumulation in any one year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>4</td>
<td>maximum 20 days</td>
</tr>
<tr>
<td>5</td>
<td>9</td>
<td>maximum 30 days</td>
</tr>
<tr>
<td>10+</td>
<td>20</td>
<td>maximum 40 days</td>
</tr>
</tbody>
</table>

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 21: 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. Additional personal leave days may be granted at the Superintendent’s discretion.

21.4 A part-time school year employee shall receive one (1) personal leave day annually.

ARTICLE 22: JURY DUTY

22.1 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 23: MILITARY LEAVE

23.1 Military leave of absence and reinstatement from such leave 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 personal days provided in Article 21) 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 24: PARENTAL, PREGNANCY AND FAMILY LEAVE

24.1 Parental and Family Leave:
The benefits of the Family Medical Leave Act and the Vermont Family and Parental Leave Act will apply to all full-time year round and school-year employees regardless of the number of hours worked. During any 12-month period, the Board will provide for staff with up to 12 weeks of unpaid leave during pregnancy and/or childbirth; or within a year following the initial placement of a child 16 years of age or younger with the employee for the purpose of adoption; or due to the serious illness of the employee, employee’s child, stepchild, ward foster child, parent, spouse or domestic partner, or parent of the staff spouse. All benefits will continue to be provided by the Board during this time; the use of accrued paid leave by the employee during the leave period will be in conformance with the terms of the above-referenced statute or the terms of this agreement. In addition, it is agreed that the following provisions apply.

24.2 Pregnancy Leave:
Notice of an employee’s intent to take pregnancy leave shall be given by the employee to the superintendent as early as determinable. Staff may use available sick leave for the period during which she is physically unable to work due to pregnancy, but only to the extent of her accumulated sick leave.

24.3 Parental Leave:
Staff shall be entitled to an unpaid parental leave for a period not to exceed ninety (90) calendar days from the date of birth or the date of adoption. Said days will run concurrent with the benefits extended to a staff under Vermont law.
24.4 **Unpaid Parental Leave:**
Staff shall be entitled to an unpaid child care leave of absence to care for a newly born child or adopted child, subject to the following conditions:

A. Staff must notify the Superintendent in writing of intent and length of leave, at least sixty (60) days prior to commencement of such leave.

B. Staff commencing leave between the start of the school year and March 1 of any school year, and who does not intend to return the same year, must return to service the following September.

C. Staff commencing leave after March 1 shall have the option of returning to service at the start of the following school year or the start of the next school year (2nd school year after leave begins). Written notification must be made to the Superintendent by May 15.

D. Staff on childcare leave shall be eligible to remain in all existing fringe benefits programs, if the staff assumes the costs of the contributions.

E. Staff who adopts a child shall have the leave of absence for a period commencing when the staff receives initial placement. Such notice shall be in compliance with the Family Leave Act.

**ARTICLE 25: UNPAID LEAVE OF ABSENCE**

25.1 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.

25.2 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.

25.3 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.

25.4 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 26: EVALUATION OF EMPLOYEES

26.1 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.

26.2 A current job description for each Employee will be located on the WRVSU website. Newly hired employees will be directed to the WRVSU website for his/her job description prior to being hired.

26.3 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 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.

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.

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.

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.

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.

F. The official personnel file shall be maintained in the superintendent's office.
G. In no case shall any material be placed in the employee’s personnel file without the employee having an opportunity to review that material. If materials are to be 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.

H. Staff will have the right to indicate those documents and/or materials in his/her file, that has been in the file for 2 or more years, which he/she believes to be obsolete or otherwise inappropriate for retention. These documents will be reviewed by the superintendent or the superintendent’s designee, and, if he/she agrees, they will be destroyed. Staff shall have the right to file a written objection to the retention of certain documents under this section and to have such objection attached to the documents in dispute. However, the retention of documents under this section by the Superintendent or designee is not grievable.

26.4 Any criticisms or complaints regarding the performance or conduct of an employee that come to the attention of an administrator or supervisor 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 criticism or complaint. The Board or the Superintendent shall identify the complainant upon the request of 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.

26.5 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.

26.6 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.

26.7 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 leave, s/he shall receive his/her per diem wages and other contractual benefits from the first day of administrative leave.
ARTICLE 27: WAGES

27.1 The Boards shall pay their respective employees by direct deposit on a schedule chosen by the board and distributed as early as possible to all employees.

Compensation for services shall be made in one of the following methods to be chosen by the employee:

A. In twenty-six (26) essentially equal payments, commencing no later than ten (10) school days after the first day of the staff member’s school-year with each payment in the amount of one twenty-sixth (1/26) of the current contracted salary. Payments made and actual pay due will be reconciled in the 13th and 26th checks.

B. In twenty-one (21) essentially equal payments, commencing no later than ten (10) school days after the first day of the staff member’s school-year with each payment in the amount of one twenty-first (1/21) of the current contracted salary. Payments made and actual pay due will be reconciled in the 13th and 21st checks.

C. In twenty-one (21) payments according to actual time worked.

27.2 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 2019-2020
   The hourly wage of each returning bargaining unit member will be increased by $0.60, effective July 1, 2019.

27.3 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 2019/2020 is $13.25.

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

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

<table>
<thead>
<tr>
<th>I. Qualifications</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Education</td>
<td></td>
</tr>
<tr>
<td>High School Diploma or GED</td>
<td>0</td>
</tr>
<tr>
<td>Portfolio or Para Pro Exam (per NCLBA)</td>
<td>2</td>
</tr>
<tr>
<td>Associate’s Degree</td>
<td>4</td>
</tr>
<tr>
<td>Bachelor’s Degree</td>
<td>6</td>
</tr>
</tbody>
</table>
Master’s Degree 8
Doctorate 10

B. Job Classification

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

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

Level IV
Guidance secretary and administrative assistants to school administrators.

Level V
Director of Maintenance

C. Current Certifications
1. VT Teaching Certificate 10
2. Orton – Gillingham 10
3. Wilson Reading 10
4. Registered Nurse 10
5. Licensed Practical Nurse 5
6. Licensed Plumber 10
7. Licensed Electrician 10
8. 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, OWSU or WRVSU experience (no limit) 1 point per year
2. Non-WNWSU, OWSU or WRVSU relevant experience* Up to 5 points
3. Discretionary points* Up to 10 points

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

D. 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.

E. The value per point applied to the above schedule shall be fifteen cents ($0.15) for the duration of the contract.

F. 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 G.

G. Part-time employees defined as working less than 20 hours per week and employed as of July 1, 2018 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. Employees who reach 20 hours or more under two separate individual employment contracts are not entitled to this premium.

H. 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.

I. Beginning in the fifteenth (15th) 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 ($0.10) per hour, added to his/her regular hourly wage.

27.4 The building Principal or the Director of Support Services may require employees to participate in professional development activities which are deemed essential for the advancement of school district or supervisory union goals. Each employee is expected to attend the in-service days directly prior to the first student day of the school year. An employee shall be compensated at their hourly rate of pay for any required in-service or professional development program.
ARTICLE 28: RETIREMENT

Each eligible employee shall participate in the Vermont Municipal Employees Retirement System. Each Board and participating employee shall participate in either GROUP A or Group B. Rochester, Bethel and Stockbridge shall participate in Group A. New hires at White River Unified School District shall participate in Group B. Current employees of the White River Unified School District in Group A as of the signing date of this agreement may elect to move to Group B. Sharon, and WRVSU shall participate in Group B.

ARTICLE 29: EMPLOYEE HANDBOOKS

If any provision of this Agreement or its application is in conflict with a provision contained in a district’s Employee Handbook, then this agreement shall be controlling.

ARTICLE 30: 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 31: COMPLETE AGREEMENT AND ZIPPER CLAUSE

31.1 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.

31.2 The parties acknowledge that during the negotiations which resulted in this Agreement and its appendices, each party had an unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by agreement of the parties from the matters under collective bargaining, and that the complete understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Any matters which may have been considered “past practice”, whether known or unknown or identified during bargaining or not, are hereby extinguished by the terms and conditions of this Agreement.
ARTICLE 32: DURATION

The Provisions of this Agreement shall be effective from July 1, 2019 and will continue in full force and effect until June 30, 2020. 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.
MASTER AGREEMENT
BETWEEN THE
WHITE RIVER VALLEY EDUCATION ASSOCIATION
EDUCATIONAL SUPPORT PERSONNEL
AND THE
BOARDS OF SCHOOL DIRECTORS OF THE ROCHESTER—
STOCKBRIDGE UNIFIED DISTRICT, SHARON SCHOOL DISTRICT, THE
WHITE RIVER UNIFIED DISTRICT (BETHEL/ROYALTON)
AND
THE WHITE RIVER VALLEY SUPERVISORY UNION
2019-2020
Signature Page

Rochester/Stockbridge Unified School District
(Rochester/Stockbridge)

Sharon School District

White River Unified School District
(Bethel/Royalton)

White River Valley Supervisory Union

White River Valley Education Association

Date

Date

Date

Date
Appendix A

Memorandum of Agreement

This Agreement is made by and among the Board of Directors of the Sharon School District ("Board") and the Orange-Windsor Education Association Sharon Unit, Vermont-NEA, NEA ("Association"), to settle all issues surrounding the inclusion of the Head Custodian position (currently held by Timothy Panciera) at Sharon Elementary School.

The parties agree as follows:

1) Custodians are included in Article I – Recognition of the Employment Agreement Between the Sharon School District and The Orange Windsor Education Association Sharon Support Staff Unit (hereafter referred to as "the Collective Bargaining Agreement"). The Board agrees that this work is bargaining unit work.

2) A position called "Head Custodian" for Sharon Elementary School shall be included in "Article I – Recognition" of the Collective Bargaining Agreement. This position is currently held by Timothy Panciera.

3) The Board and the Association agree that a revised contract for the position of Head Custodian needs to be issued with non-exempt status. The compensation and benefits package for this position will be in accordance with the ORANGE WINDSOR SUPERVISORY UNION NOTICE OF CONTRACT 2015-2016 signed by Superintendent Bruce Labs on 6-17-2015 and Timothy Panciera on 6-26-2015.

4) The Board and the Association agree that all other portions of the Collective Bargaining Agreement between the Board and Association (except those noted above) shall apply to the position of Head Custodian at Sharon Elementary School.

5) The Board and Association agree that the Just Cause and Due Process provisions of the Collective Bargaining Agreement remain in force, including the right to Binding Interest Arbitration.

6) The Board may be interested in creating an exempt "Head of Buildings and Grounds" position for future consideration. Should the Board decide to do so, if the new position contains work currently belonging to the bargaining unit, the removal of that work from the bargaining unit will either need to be negotiated with the Association, or require action by the Vermont Labor Relations Board.

Executed on the dates set forth below by the duly authorized agents of the Board and the Association:

FOR THE BOARD:

[Signature]

Date

FOR THE ASSOCIATION:

[Signature]

Date
Appendix B

Technology Support Personnel

MOA

The parties (boards of Waukesha and its districts) and the
association agree:

Technology Support Personnel not in the current bargaining unit from
7/1/2015 - 6/30/2020

Mary [Signature]
Association

Date: 5/26/16