

# AGREEMENT

between

THE ESSEX WESTFORD EDUCATIONAL COMMUNITY UNIFIED  
UNION SCHOOL  
BOARD,

and

THE ESSEX WESTFORD EDUCATION ASSOCIATION  
SUPPORT STAFF UNIT

2017-2019

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## ACKNOWLEDGEMENT OF ARBITRATION

In accordance with 12 V.S.A. Section 5652(b), the Board 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 lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a questions of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in this agreement.

### PREAMBLE

This Agreement is made and entered into by the Essex Westford Educational Community Unified Union School Board (hereinafter the "Board" or "District"), and the Essex Westford Education Association/Support Staff Unit, an affiliate of the Vermont-NEA and the National Education Association, hereafter the "Association".

### ARTICLE 1 RECOGNITION

- 1.1 Covered Employees: The Board recognizes the Association, for the purpose of collective bargaining, pursuant to Title 21, Chapter 22, of the Vermont Statutes Annotated, as the sole and exclusive representative of all support staff including but not limited to regular and special education paraeducators, library/media support personnel, custodial and maintenance workers, healthcare aides, information technology staff, office support personnel, transportation staff, security staff, and food service workers employed by the District, but, excluding all employees outlined in Section 1.4.
- 1.2 Superintendent: The term "Superintendent" when used in this Agreement is understood to mean the Superintendent of Schools of the District and/or their designee.
- 1.3 Employee: Unless otherwise indicated, persons employed in the above noted bargaining unit will be referred to as "employees" or "members of the bargaining unit." All references to male or female employees shall be deemed to include all genders of employees.
  - A. Twelve Month Employees: Employees who are hired by the District to regularly work fifty-two (52) weeks per year shall be considered "twelve month employees". A twelve-month employee may be either be full-time or part-time as defined herein.
  - B. School Year Employees: Employees who are hired by the District to regularly work while school is in session shall be considered "school year employees". Employees hired to work more than the school year but less than 52 weeks shall also be considered "school year employees". A school year employee may either be full-time or part-time as defined herein.
  - C. Full-time Employees: Twelve Month or School Year employees who are hired by the District to regularly work a minimum of thirty (30) hours per week or more. The District shall not reduce full-time employee hours below 30 hours/week for the sole purpose of disqualifying the employee from insurance and other benefits. However, this does not preclude the District from reducing the employee's hours for other legitimate business reasons.
  - D. Part-time Employees: Employees hired by the District to regularly work less than thirty hours (30) per week but more than twenty (20) hours per week shall be considered "part-time employees." Employees who

regularly work twenty (20) or fewer hours per week shall not be included in the bargaining unit.

- E. Short-term/Seasonal Employees: Employees hired by the District to work six months or less per contract year shall be considered "short-term/seasonal employees" and shall not be included in the bargaining unit. The number of workdays assigned to a short-term/seasonal employee may be increased upon agreement between the Association and the District.
- F. Substitute Employees: Employees hired by the District to work on an on-call as-needed basis to cover for employee absences and other temporary school vacancies shall be considered "substitute employees" and shall not be included in the bargaining unit. This includes long-term substitutes hired to cover for an absence of six months or less. However, long-term substitutes hired to cover for an employee absence of more than six months shall be included in the bargaining unit.

- 1.4 Exclusions: The following employees, or groups of employees, shall not be considered part of the bargaining unit as outlined in Section 1.1:
  - A. Employees who work twenty (20) or fewer hours per week on average (for the school-year or 12-month period, whichever applies);
  - B. Short-term/seasonal employees as defined in Section 1.3E;
  - C. Substitute employees as defined in Section 1.3F;
  - D. Employees qualifying for "exempt" status as defined under the Fair Labor Standards Act;
  - E. Clerk/Treasurer or other elected or board appointed positions;
  - F. All employees of the Skating Facility Departments;
  - G. All office staff working directly under the Superintendent or a central office administrator or Executive Director; all central office staff working in finance, accounting, payroll and/or human resources at the central office level; and all other confidential staff.
- 1.5 Former Member District: The term "former member district" when used in this Agreement is meant to include the Essex Community Educational Center School District #46, the Essex Junction School District Incorporated, the Westford School District, and/or the Essex Town School District.
- 1.6 Days: The term "days" when used in this Agreement is understood to mean calendar days unless otherwise specified herein.
- 1.7 Acting by Committee: Despite references in this contract to the Superintendent, Board or the Association as such, each reserves the right to act by committee.
- 1.8 District: All references to District responsibilities and obligations under this agreement shall be performed by or be the responsibility of the Superintendent or designee.

## ARTICLE 2 NEGOTIATION PROCEDURE

- 2.1 Notification Deadline: Not later than October 1 of the year preceding the expiration of this Agreement, either the Board or the Association may give notice to the other if it wishes to negotiate a successor to this Agreement. Thereafter, the negotiating teams for the Association and the Board shall meet at a mutually agreeable time to begin negotiations and exchange proposals for a successor agreement in accordance with 21 V.S.A., Chapter 22, .
- 2.2 Contract Roll-Over: In the event that neither party gives notice to the other of its intention to terminate, amend, or modify the Agreement by October 1 of the school year in which this Agreement expires, the agreement shall automatically be extended on the same terms for another year beyond the termination date of the contract, and

similarly, from year to year thereafter, with a notification date of intent to terminate, amend, or modify being October 1 of the successor year. To *automatically extend the agreement* means employees who are eligible for a step would receive a step increase on the salary schedule in effect on the last day of this agreement, medical insurance shared premiums and all other terms and conditions would remain as they are as of the last day of this agreement.

- 2.3 Good Faith Bargaining: The Board and the Association shall schedule such meetings as may be necessary to discuss all matters to be negotiated for the subsequent agreement. Negotiations shall take place in good faith in order to reach agreement upon the subsequent agreement.

### ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 Management Rights: All management functions and responsibilities, whether or not possessed or exercised by the District prior to the executive of this Agreement, are reserved exclusively to the District except to the extent that they are expressly and specifically modified or limited by the written provisions of this Agreement. These rights include, but shall not be limited to: the right to plan, direct, schedule, assign, transfer and control employee work assignments and duties; to modify job descriptions; to determine the means, methods, processes, materials and equipment necessary to deliver the services provided by the District; to maintain the efficiency of employees; to create, revise, and eliminate positions; to determine employee work schedule, work hours and shift duration; to require overtime; to establish and require reasonable rules and regulations not in conflict with the terms of this Agreement; to determine work location; to hire, layoff, recall, transfer, promote and demote employees; to discipline, suspend and discharge employees for just cause; to classify and reclassify employees and positions; to establish evaluation procedures and to evaluate employees; to introduce and require the use of new technology, tools, equipment, processes or other labor savings devices or systems with appropriate training.
- A. Subcontracting Work: The District shall have the right to subcontract work that is traditionally performed by the bargaining unit in situations in which:
1. The work is for a temporary duration (less than six months);
  2. The work is seasonal in nature;
  3. The work performed by the private contractor is generally beyond the expertise of the bargaining unit employees;
  4. The technology or equipment used by the contractor is not generally used by, or is not available to, bargaining unit employees;
  5. The work is of a time sensitive nature and is beyond the capacity of existing staff to complete the work within the necessary timeframe;
  6. The work is being performed on a temporary basis until a qualified candidate can be found; or,
  7. The Association and the District mutually agree.
- B. Past Practice: The Superintendent's past practice in the exercise of any management right provided in this agreement will not preclude the Superintendent from exercising these rights in a different manner provided such does not expressly violate a specific provision of this Agreement. The Superintendent's failure to exercise any right or function provided in this agreement shall not be deemed a waiver to exercise these rights in the future.
- C. Reassignments: Nothing in this article shall prevent the Superintendent from permanently reassigning employees at his or her discretion. Employee reassignments may be voluntary or involuntary. For purposes of this section, reassignments may include a change in position (i.e., job title), pay grade, job family or school. An employee who is reassigned to another position shall be placed at the same step in

the pay grade of the new position.

1. Voluntary: If the circumstance warrants such (as determined at the sole discretion of the Superintendent,) volunteers will be sought for the reassignment before a final decision is made. In such cases, employees eligible for the reassignment based on criteria established by the Superintendent (e.g., are within the same job title and/or job family) shall be notified of the reassignment opportunity, and shall be provided a minimum of one calendar week to submit a written statement of interest with the Superintendent or designee. In determining requests for voluntary reassignments, the following shall be considered: relevant qualifications, recommendation of administration, and impact of the reassignment. An employee who is voluntarily reassigned to another position in a lower pay grade shall be placed at the same step in the pay grade of the new position, resulting in a pay rate consistent with the new position.
    - a) An employee with a temporary work restriction (physical and/or mental) that prevents him/her from being able to perform the essential functions of their job (as verified by medical certification) may be temporarily reassigned, upon request, (until s/he are able to return work without restrictions) to an available position that is in keeping with their work restrictions in which the employee is qualified. An employee with permanent or indefinite work limitations/restrictions that prevent him/her from performing the essential functions of the job (with or without accommodations) may be permanently reassigned to another position that is in keeping with the employee's work restrictions in which the employee is qualified. The decision as to whether or not to offer the reassignment shall be at the sole discretion of the Superintendent or designee. In either case, the reassignment shall be considered a voluntary reassignment for purposes of this section (3.1B)
  2. Involuntary: An employee who is involuntarily reassigned to a lower level position for reasons other than inadequate job performance will be placed at the same step of the new pay grade, but will retain his/her rate at the time of the reassignment until such time the hourly rate for the employee's pay grade and step on the salary schedule exceeds this rate. However, if the employee is subsequently reassigned back into their original position (or another position in a higher pay grade), s/he will not receive a pay increase at that time. A recall to a lower level position shall not be considered an involuntary reassignment for purposes of this section.
- D. Supervisory Duty: District Administration reserves the right to assign before and/or after school supervisory duties to paraeducators. Volunteers shall be sought and individual circumstances considered first before assignments are made. Paraeducators that are assigned bus duties shall be paid the same rate as their regular paraeducator position in the District for these duties.
- E. Bus Aide Duty: Paraeducators shall be given first consideration for any available bus aide duties that are available before and/or after school that do not conflict with the paraeducator's student assignment. In the event the District is unable to fill a Bus Aide vacancy, volunteers shall be sought and individual circumstances considered first before involuntary assignments are made. However, the District reserves the right to select and assign only qualified candidates (as determined at the Superintendent's sole discretion) to serve as Bus Aides. Paraeducators that are assigned Bus Aide duties shall be paid time and a half their regular paraeducator position in the District for these duties. This time and a half provision excludes employees specifically hired to serve as bus aides.

- 3.2 Temporary Offers: The Superintendent retains the right to issue temporary one-year employment offers to any employee who is hired to replace an employee on an approved leave of absence, and to school-year employees who are hired after October 1 of the corresponding school year. Temporary one-year offers shall expire at the end of the contract year in which the employee was hired. Employees working under a temporary one-year offer shall not be entitled to contract renewal or recall rights as described herein. All other terms and conditions of employment described herein shall apply. If an employee working under a temporary one-year offer is hired as a permanent employee without a break in service, said time worked as a temporary employee shall be counted for seniority accrual purposes and for the purpose of satisfying the probationary period outlined in Article 5.6.
- 3.3 Designees: It is understood that the Superintendent may carry out functions and responsibilities outlined in this agreement through their staff as well as other managers, directors, assistant principals and principals.

#### ARTICLE 4 ASSOCIATION RIGHTS

- 4.1 Association Dues: The District agrees to deduct Association dues from the paycheck of each employee who individually and voluntarily authorize dues deductions. Employees' authorizations will be in writing in a form agreed upon by the Association and the District. Said deduction shall be in nine substantially equal amounts during the school year beginning on or after October 15 of the corresponding school year. A schedule of deductions shall be provided to employees on or about September 1<sup>st</sup>. Authorizations shall continue from year to year unless revoked by the employee in writing prior to July 1 of any year. Dues deducted from employees' wages will be transmitted to the Association following each corresponding payroll deduction. The Association will annually certify to the Superintendent the amount of Association dues. The following shall also apply:
- A. The Association shall provide payroll at District's Business Office, dues deductions covered under this paragraph by October 1 of the contract year in which the deduction applies for all existing members as of said date, otherwise the employees' previous year deductions shall continue in force for the entire contract year unless terminated by the employee by the dates set forth herein. Deductions for any new employee hired prior to the date of said report shall also be included in the report.
  - B. The form in which the Association reports union dues for existing membership must include, at minimum, employee name, social security number, and total unions dues to be deducted for the corresponding contract year. The report shall list employees alphabetically by last name.
  - C. The form in which the Association reports union dues for new members must include, at minimum, employee name, social security number, total unions dues to be deducted for the corresponding contract year, and signed employee authorization.
  - D. The District payroll office shall make changes to union dues not more than once in any contract year. However, union dues to individual employees may be adjusted as necessary due to changes in employment status with proper notification and reporting from the Association as outlined herein. If an employee elects to become a member after the Association Dues are submitted by the Association, the employee shall be responsible for paying any additional fees directly to the Association.
- 4.2 Agency Fees: In accordance with Vermont Act 37 of 2013, employees who elect to not join the union representing the bargaining unit (referred to as "Association" herein) are required to pay an agency fee to the Association. The employee may pay this fee directly to the Association or authorize payroll deduction of said fees on a form provided by the Association and approved by the District. Said deduction will be in nine substantially equal amounts during

the school year beginning on or after October 15<sup>th</sup> of the corresponding school year. A schedule of deductions shall be provided to employees on or about September 1<sup>st</sup>. Said authorization shall continue from year to year unless the employee joins the Association at which time the provisions of Article 4.2 shall apply, or the employee notifies the Superintendent by July 1 to terminate such authorization for payroll deduction of the agency fee.

- A. Responsibilities: It is the Association's responsibility to provide the signed authorization to the District for payroll deduction. The District is not responsible for obtaining or counseling employees about joining or not joining the Association. The only duty of the District is to collect the fee once a payroll authorization is received, signed by the employee. It is up to the Association to collect the fees from those employees who do not authorize payroll deduction. The Association cannot file a grievance against the District if an employee refuses to pay the agency fee, nor is the District required to terminate the employment of an employee as a result of non-payment of said fee.

It is also the Association's responsibility to establish said fee annually in accordance with state and/or federal law, and to inform both the District and the affected employees of said fee. The District shall also provide the Association a list of all employees covered under the collective bargaining agreement upon request of the Association, but not more than once per month.

- B. Reporting, Collection and Distribution of Fees: The Association shall provide payroll at Central Office, agency fee deductions covered under this paragraph, by October 1 of the contract year in which the deduction applies for all existing non-members as of said date, otherwise the employees' previous year deductions shall continue in force for the entire school year. The remaining process, rules and forms shall be consistent with Article 4.2B-D. Consistent with §4.2D, if an employee decides to join the Association after the report of agency fee deductions has submitted by the Association for the school year (as specified in this paragraph), the employee will need to pay the difference between the agency fee and the Association dues directly to the Association for the remainder of the school year.
- C. Indemnification: The Association agrees to indemnify, defend and hold the District harmless from any lawsuit, claim or grievance filed by an employee regarding the collection of said fees.

- 4.3 Facility Use: The Association shall have the right to use such facilities and equipment as are normally located for employee use within the school, as well as school audio-visual equipment at reasonable times and upon prior request to the principal or their designee, provided that such use occurs when school is not in session, and when employee is not working and does not interrupt normal school activities and operations. Any cost of repairs beyond ordinary maintenance resulting from the use of such equipment, and the cost of materials, shall be borne by the Association.
- 4.4 Association Business: Members or representatives of the Association shall be permitted to transact official business of the Association on school property during the non-working time of employees unless otherwise approved by the Superintendent.
- 4.5 Posting of Notices: The Association shall have the right to use employee staff rooms for the posting of notices of its activities and matters of Association concern, provided that no matter shall be placed in employee staff rooms which is derogatory of any individual or detrimental to the best interest of the school district. No postings will be made in other locations without the permission of the building principal or Superintendent. The Association may use the employee mailboxes for communications to employees provided that the above mentioned safeguards as outlined in 4.3 are observed.
- 4.6 District Technology: It is understood that District email and other technology applications are not private. The Association may designate officials who may use the District email system in accordance with District policy and procedure related to the acceptable use of technology, provided that use of the system imposes no tangible cost to

the District and it does not unduly burden the District's electronic resources. No material, which is derogatory to any individual or detrimental to the best interest of the school district, shall be transmitted on this system.

- 4.7 Notice to Association: The District will provide a minimum of a week's notice whenever possible to the Association of any newly created position that will be covered under this Agreement and their corresponding pay grade. The District shall also provide the Association a minimum of a week notice of a change in pay grade for a current position covered under this agreement.
- 4.8 Association Days. Should the Association President or Co-President be a support staff member covered under this agreement, the Board agrees to make available a maximum of three (3) Association days across the District to the President of the Association (in total in the event of Co-Presidents). The Board agrees that appropriate requests for up to three (3) school days release time for the purposes of conducting Association business will be granted by the Superintendent or his/her designee at the request of the Association President. When practicable to do so, the President shall request such days in writing to the Superintendent at least forty-eight (48) hours in advance to allow adequate time to process the request and secure a qualified substitute. The Association shall reimburse the District for the full cost of any substitute teachers. This allowance of three (3) Association days is non-cumulative. The Superintendent (or his/her designee) and the Association President shall develop a mutually acceptable process for managing and tracking said leave.
- 4.9 Re-Classifications: The Superintendent or designee shall notify the Association of a potential re-classification of an existing position prior to making a determination related to a change in pay grade placement of the position. The Association may designate a committee to provide this feedback on their behalf. The Association shall have up to ten days of being notified of the potential reclassification in which to provide feedback before a decision is made. The feedback obtained from the Association shall be advisory in nature and shall not be granted any authority in decision making. Except as expressly and specifically modified or limited by the written provisions of this Agreement, the Superintendent or designee shall retain all rights and authorities to determine pay grade placement, to transfer and control employee work assignments, to reassign employees, to modify titles, and other board rights as provided under Article 3.1. The decision of the Superintendent or designee related to grade placement of positions shall be final.

## ARTICLE 5 EMPLOYEE RIGHTS/CONDITIONS OF EMPLOYMENT

- 5.1 Right to Organize: The Board and the Association hereby agree that each employee has the right freely to organize, join and support the Association and its affiliates for the purposes of engaging in collective bargaining and other activities for mutual benefit. The Board and Association agree that they shall not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred under Title 21, Chapter 22 of the Vermont Statutes Annotated.
- 5.2 Employee Representation: Whenever an employee is required to meet with their Supervisor or the Superintendent concerning any matter of discipline, reprimand, or non-renewal of contract, then he/she shall be given prior written notice of the reason(s) for such meeting or interview and shall be entitled to have a representative of the Association present. However, the scheduling of said meeting shall not be impeded or delayed as a result of securing this representation if the employee was notified of the need to meet at least 48-hours prior to the scheduled meeting. This shall not preclude the right of the Supervisor or Superintendent to meet with the employee prior to 48-hours in emergency circumstances or when the District is required by federal or state law/regulations to conduct a prompt investigation. This representation right does not apply to routine supervision unless said meeting is intended to result in a reprimand.

- 5.3 Job Postings: Employees will be informed of all job openings within the bargaining unit. Should a vacancy occur within the bargaining unit, either through the creation of a new position, or a vacancy in an existing position, the vacancy will be posted electronically and open to applications for a minimum of seven (7) days. Members of the bargaining unit who apply for said openings will be considered for voluntary transfer (as defined in Article 3.6A) into said position, along with the applications of any other individuals who apply for said position.
- 5.4 Physicals: If the position requires an employee to have a medical examination, the District shall pay for such examination. It is further agreed that the employee will execute a medical release form authorizing release of the medical report to the District and to otherwise report their findings to the District.
- 5.5 Job Descriptions: Job descriptions for each bargaining unit position shall be developed by the Superintendent. Each employee shall be provided with a copy of the description for their position at the time of employment and when the description has been modified.
- 5.6 Probation: The first 26 weeks of employment with the District shall be considered a probationary period for 12-month employees. The first school year of employment or the first 26 work weeks of employment (whichever is greater) with the District shall be considered a probationary period for school-year employees. During the probationary period, the employee may be disciplined or discharged at the discretion of the District and such action shall not be subject to the grievance procedure (Article 6) or just cause provision (Article 5.7) of this Agreement.
- 5.7 Just Cause: Except for during the probationary period outlined in Article 5, 5.6, an employee shall not be disciplined, demoted, suspended or discharged without just cause. All formal discipline shall be in writing.
- 5.8 Suspension and Discharge: Consistent with Section 5.7 above, the District shall have the right to suspend or discharge an employee for the violations defined by, but not limited to, the following, as they relate to the employee's position in the District:
- A. Dishonesty (e.g., theft, falsification of records, etc.).
  - B. Insubordination, including, but not limited to, willful violation of District Policy or procedure.
  - C. The use of abusive, obscene, profane, harassing or threatening and/or intimidating language, gestures, behavior, etc. to fellow employees, supervisors, administrators, Board members, students, parents and/or community members.
  - D. Being under the influence of, in possession of, distributing, or consuming alcohol or drugs (illegal or non-prescribed) while on District premises, including distribution of tobacco products to minors.
  - E. Gross negligence in the performance of assigned duties and responsibilities.
  - F. Excessive absenteeism or tardiness. Excessive absenteeism shall be defined as exceeding the number of paid leave days available to the employee under Article 9, unless the leave is otherwise protected under federal or state law or otherwise approved by the Superintendent or his/her designee. Excessive tardiness shall be defined as continuing to arrive late to work without prior approval after being sufficiently warned that this behavior is unacceptable.
  - G. Willful damage, destruction or misuse of District property.

- H. Fighting (physical or verbal) while on District property.
- I. Conviction of a crime involving a victim or placement on any registry of listings of substantiated abuse cases with the VT Agency of Human Services (e.g., Department of Families and Children (DCF), or the Department of Disabilities, Aging and Independent Living (DDAIL).
- J. Grossly negligent conduct that places another person(s) in physical or emotional jeopardy, or conduct that evidences moral unfitness as determined by the Superintendent provided sufficient evidence is available to support said claim.
- K. Unacceptable performance of job duties, provided the performance expectations were made clear and the employee was given an opportunity to improve.

5.9 Employment: Consistent with all other terms of this Agreement, employees shall be re-employed by the District for successive fiscal years unless otherwise notified as provided herein. The District shall issue employment offer letters to employees by May 15 outlining the anticipated hours/day, days/year and position assignment for the subsequent school year. Although the employee's work hours may vary from the anticipated hours/day noted on the employment offer letter, this employment offer shall not be modified unless the employee experiences a change in position or change in status as outlined in Article 9.11 herein.

- A. School Year Employees: School year employees shall notify the District in writing by June 1 if they do not intend to return to work for the subsequent school year. If an employee resigns after June 1, the employee shall be responsible for reimbursing the District for insurances paid on their behalf for the months of July and August. The requirement for reimbursement may be waived at the sole discretion of the Superintendent in extenuating circumstances.

5.10 Complaints: In the event that discipline against an employee is considered as a result of a complaint made to a supervisor or Superintendent by a parent, student, or other person, said complaint shall be promptly brought to the attention of the employee and investigated. If discipline is being considered, the complaint shall be reduced to writing and a copy provided to the employee during the course of the investigation regarding the complaint. The employee will be given the opportunity to respond to and/or rebut such written complaint before disciplinary action is taken. A complaint shall be defined as a report of inappropriate conduct or behavior directed towards the person making the complaint. This provision does not apply to performance concerns or behavior concerns brought forth by a third party witness to an event.

5.11 Equipment: The Superintendent shall provide the equipment necessary to employees; along with training for all such equipment, for all work which they are requested or required to perform by any supervisor(s).

5.12 Use of Vehicles: The District shall not require an employee to transport students in their personal vehicles. However, this does not preclude an employee from volunteering to transport students in their personal vehicles as authorized by the Superintendent or designee. If students are being transported in an employee's personal vehicle, the vehicle must have a valid VT State inspection and registration sticker, the employee shall provide documentation of insurance coverage from their carrier, and matters of insurance coverage and claims will be reviewed with the employee prior to transporting the student. The employee shall also authorize a check of the VT Department of Motor Vehicles prior to driving.

- A. Whenever an employee uses his/her vehicle for work related purposes as authorized by their supervisor, said employee shall be reimbursed for mileage at the IRS approved rate. This does not include travel to and from work.

5.13 Training: Beginning with the 2018-19 school year, the Superintendent or designee shall inform school-year employees of any district-wide training/in-service days by the last day of school of the prior school year (or upon hire for new hires). The employee's supervisor shall inform school-year employees of any required school/department training days by the last day of school of the prior school year (or upon hire for new hires). These training/in-service days shall be posted on the school calendar. When comprehensive training or orientation is required during non-student days or after the regular workday hours, the school year employee will be notified no less than two weeks in advance of the training. When comprehensive training or orientation is required during the summer or after school as a result of a student re-assignment, the school year employee shall be notified at least three weeks in advance of this training requirement when practical to do so. The employee's personal circumstances outside of school will be considered before these trainings/orientations are scheduled. The employee shall be paid their normal hourly rate for these required trainings. This provision does not limit the supervisor's or Superintendent's ability to schedule optional training outside the notice period outlined in this provision.

- A. Adaptive Equipment: When an employee is assigned to work with a student who has identified physical limitations that require the use of adaptive equipment that requires special training, the employee will be trained within the first week of the job on how to use the adaptive equipment to ensure the safety and well-being of the student and the employee. This training shall include the use of equipment needed for school evacuations or other safety drills in and out of the building.
- B. IEP Review: When an employee is assigned to provide Individual Education Plan (IEP) services to a student on a regular basis, the specific provisions of the IEP the employee is expected to implement shall be reviewed with the employee including any information the employee needs to know relative to the student's cognitive and/or physical needs in order to implement the plan. If another employee is assigned to provide IEP services to a student on a substitute basis, the employee shall be given the opportunity to review the corresponding portions of the student's IEP and will be provided instruction on any specialized techniques (i.e., techniques in which the paraeducator lacks training or experience) that must be implemented as part of this plan.
- C. Toileting: Any student who requires physical support with toileting on a regular basis will have a care plan for the employee to follow that has been reviewed by the student's guardian and IEP team. The care plan shall be reviewed with the employee prior to performing these services.
- D. Lifting Assurances: In situations that require lifting a child who weighs more than 50 pounds, staff may request and be granted assistance.

5.14 Evaluation: Employees shall be evaluated in accordance with the most recently adopted evaluation model of the District. A copy of said evaluation shall be provided to the employee upon hire and again when/if the model changes. After their first year of employment, employees on a formal evaluation cycle for the school year shall be notified by October 15th of the corresponding school year.

- A. Employees will be given a copy of any evaluation report prepared by their supervisor or supervising administrator/director and may, at their option, request a conference to discuss said report with their administrator/director and immediate supervisor (if different) within two (2) weeks from receipt of the report. If a conference is requested, the report will not be placed in the employee's personnel file or otherwise acted upon until after the conference.

5.15 Uniforms/Protective Gear: In the event the District requires staff to wear uniforms or protective gear (e.g., hairnets, gloves, aprons, face masks, protective eye wear) the District shall supply such items free of charge to the

employee. If steel-toed boots are required for the job (per OSHA regulations), the District shall reimburse the employee for up to \$100 no more than once per year. All other clothing shall be the responsibility of the employee.

- 5.16 Work Breaks: Each full-time employee may take one (1) fifteen (15) minute paid work break per day. Said break will be scheduled at the discretion of the District. Additional breaks shall be provided as follows:
- A. Each full-time school year employee shall also be entitled to a duty-free unpaid break for a minimum duration equivalent to the student's lunch period, up to 30 minutes. If the work break is less than 23 minutes, the employee shall be paid for said break (travel to and from the lunch/break area shall be considered part of the break unless the employee is performing work at the direction of their supervisor during this time). If the lunch break is at least 23 minutes, the employee shall be docked one half hour for said break. Should the break be interrupted by work at the direction of the supervisor, said break shall be compensated. If the unpaid lunch break is for less than 30 minutes on a regular basis, the employee's scheduled start and/or end time shall be adjusted so that the employee is not regularly scheduled to work for more time than they are being compensated for.
  - B. Each full-time 12-month employee shall be entitled to a lunch period of one half (1/2) hour duration, to be scheduled at the discretion of the administration. With the exception of on-call employees, said lunch break shall be duty-free and unpaid. Should the lunch break be interrupted by work at the direction of the supervisor, said lunch break shall be compensated.
  - C. At the sole authority of the supervisor, employees may request to work during their lunch break provided doing such does not increase their paid work hours. Employees who work through their lunch will be paid for said time.
  - D. On Call: Maintenance and custodial staff shall be expected to be on-call during their lunch break to respond to emergencies or other work requests that need immediate attention, and/or to participate in staff meetings. Employees who work on-call are expected to carry pagers/radios and remain on district premises during their work break. Said employees shall be paid for their lunch break when working on-call.
- 5.17 Resignation: Employees shall provide a minimum of a two (2) week notice should they choose to resign their position with the District to provide the District with adequate time to find and train a suitable replacement. All resignations should be in writing and issued to both the immediate supervisor and the Human Resource Director, and should include the employee's last day of work. The District may accept a resignation even if it is not in writing. If an employee is resigning to accept other employment, the employee shall be not released from duties until this notice period is satisfied. Exceptions to this two (2) week notice requirement may be allowed in exceptional circumstances at the sole discretion of the Superintendent.
- 5.18 District Policy: It is understood that District policy and procedure shall be made available to all employees electronically. Employees shall be notified of any new or revised personnel policies or student policies that affect them. Notification may be via a District newsletter, employee handbook or other electronic means distributed to the general school population.
- 5.19 Email: It is understood that email is an official form of communication to employees for any and all notice requirements outlined in this Agreement or under federal and/or state law. It is the employee's responsibility to read all email communications that impact their work or working conditions. Employees of Property Services and Child Nutrition Services who are either non-English speaking, or are unable to access email at work, may request printed copies of required communications that they are expected to abide by. Non-English speaking employees are responsible for having written communications translated as necessary for understanding (at their own expense).

- 5.20 Safe Working Conditions: In order to help ensure a safe working and learning environment for employees and students, both the District and employees shall comply with all federal and state laws and regulations governed by the Occupational Safety and Health Administration (OSHA), the Vermont Occupational Safety and Health Administration (VOSHA) and the VT Department of Health. Any claims in violation of this subsection shall not proceed beyond step 2 of the Grievance Procedure in Article 6.
- 5.21 Professional Conduct: Both the District and the Association are committed to providing a safe and respectful learning and working environment for all students and staff. Towards this end, the District shall create rules governing staff ethics and rules of conduct that all District employees (including faculty, staff and supervisors) are expected to abide by in the performance of their duties. Persistent, malicious, unwelcome, severe, intentional and pervasive mistreatment of, or unprofessional conduct directed towards, another or others at the place of work and/or in the course of employment shall be considered a violation of these rules and may be subject to disciplinary measures, up to and including dismissal. No employee shall be retaliated against for making a legitimate report of unprofessional conduct against another employee. Likewise, no employee shall retaliate against a co-worker, student or other District constituent for reporting the unprofessional conduct of the employee.
- 5.22 Heavy Lifting: Employees who are required to lift or carry any objects which weigh in excess of 50 pounds as a regular part of their employment (as noted in their job description) shall receive training on proper lifting techniques in order to help prevent injury.
- 5.23 Special Education Para-Educator Assignments: Interventionists and Individual Assistants shall be notified of their anticipated student assignment for the school year by June 1 of the prior year. It is understood that these assignments are subject to change based on student needs, registration outcomes and/or program changes. When assignment changes take place over the summer, employees shall be notified at least one week prior to the start of school if practical to do so.
- 5.24 Meetings: If a school-year employee is required to attend regularly scheduled recurring meetings before or after their regular work shift, said employee shall be notified of this meeting requirement in September. For non-recurring meetings, employees shall be notified at least two weeks prior to the scheduling of the meeting if practical to do so. The employee shall be paid his/her regular hourly rate for all required meetings. If the employee is invited or authorized by the Principal to attend a staff meeting in which attendance is not required, the employee shall also be paid his/her regular hourly rate for their attendance.
- 5.25 Custodial Overtime: When custodial overtime work is required in a given building, the custodian who works in that building will be given the first opportunity for the overtime work as long as the custodian meets the requirements associated with those overtime job responsibilities as determined at the sole discretion of the supervisor. However, this does not limit the District's ability to reassign other custodians to the building to eliminate the need for overtime.
- 5.26 Field Trips: When it's a requirement in the Individual Education Plan (IEP) to provide physical personal care assistance to a student during a field trip, the employee will be paid for all hours of direct service. The employee has the right to deny the request to participate in the field trip when it's beyond normal school hours.

## ARTICLE 6 GRIEVANCE PROCEDURE

- 6.1 Definitions:
- A. Grievance: Any written claim by the Association, an employee or the Superintendent that there has been a violation, misinterpretation, misapplication, or inequitable application of the terms of this Agreement

B. Grievant: The Association, employee(s) or Superintendent making the claim.

C. Days: All references to days in this Article shall consist of weekdays, exclusive of weekends and legal holidays, unless specified otherwise.

6.2 Time Limits/Filing: No grievance shall be given consideration unless it is filed at the appropriate beginning step within thirty (30) days after the grievant could reasonably have been expected to have knowledge of the occurrence which gave rise to the grievance.

6.3 Time Limits/Procedure: No grievance shall be entertained except in accordance with the procedures specified in this Agreement.

A. Failure of the grievant to advance the grievance to the next step of the grievance procedure within the time limits contained under this Article shall render the grievance withdrawn and/or null and void.

B. Failure of the Superintendent or administration to respond to the grievance within the time limits contained herein shall constitute a denial of the grievance at that applicable step thereby triggering the right of the grievant to pursue the grievance to the next step of the process. In this case, the day following the expiration of the time limit shall count as day one towards the subsequent time limit.

C. The time limits outlined in the procedure as noted in §6.8 may be extended by mutual agreement of the Superintendent, the Association/grievant.

6.4 Grievant Representation: In the formal grievance procedure herein provided, the grievant shall at all times be entitled to be represented by the representatives of the Association or to appear with the assistance of such representatives; except at no time shall the grievant be represented by an administrative official of the school district. The Association and its affiliate, VT-NEA, shall be the sole and exclusive representative of the grievant.

6.5 Association Representation: The Association shall at all times have the right to represent itself at grievance hearings and to present its positions with respect to matters of contract interpretation.

6.6 Class Grievance: Upon agreement of the Superintendent, two or more grievances involving a common substantive issue or issues may be filed by the Association as a class grievance.

6.7 Informal Resolution: Nothing contained in the grievance procedure shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with their supervisor(s), before filing the matter as a formal grievance. When requested by the employee, the Association representation may assist in this informal resolution; provided, such assistance is not inconsistent with the terms of this Agreement. If the informal grievance results in a policy change or clarification of the existing contract, the administration will notify the Association, in writing, of the adjustment. The parties acknowledge that it is usually most desirable for an employee and their immediately involved supervisor to resolve problems through free and informal communications. However, should such informal processes fail to satisfy the employee or the Association, a formal filing of the grievance shall be made in accordance with the procedures herein.

6.8 Procedure: The grievant shall send a grievance in writing to their direct supervisor (or the program director who made the decision) within the time limits specified in §6.2. The written grievance shall include a statement of the issue(s) being grieved as well as reference to the specific provision(s) of the Agreement alleged to have been violated and the specific remedy sought. A copy thereof, shall at the same time, be filed with the Superintendent and the Association.

- A. Step 1: The grievant shall present a grievance in writing to the Principal (or the program director who made the decision), setting forth the specific Agreement provision being violated, and stating the remedy sought. The Principal shall conduct a meeting with the grievant and Association within five (5) days of acknowledged receipt of the grievance, and shall provide a written response including the reason(s) upon which the decision is based to the grievant/Association within five (5) days of said meeting.
- B. Step 2: If the grievance is not resolved at Step 1, the grievant may, within five (5) days of receipt of the Step 1 response, forward a written copy of the grievance to the Superintendent requesting a step 2 meeting, and indicating the reason for dissatisfaction with the decision of the Principal, and stating the remedy sought. The Superintendent shall conduct a meeting with the grievant and the Association within ten (10) days of acknowledged receipt of the grievance, and shall provide a written response including the reason(s) upon which the decision is based to the grievant/Association within ten (10) days of said meeting.
- C. Step 3: If the grievance is not resolved at Step 2, the grievant may, within ten (10) days of receipt of the Step 2 response, forward the grievance in writing to the Chair of the School Board of Directors (or their agent) requesting a step 3 meeting, and indicating the reason for dissatisfaction with the decision of the Superintendent, and stating the remedy sought. The Board, or designated representative(s) thereof, shall conduct a meeting with the grievant and the Association within twenty (20) days of receipt of the grievance, and shall provide a written response including the reason(s) upon which the decision is based to the grievant/Association within ten (10) days of said meeting.
- D. Step 4: If the grievance is not resolved at Step 3, the Association may request arbitration, by written notice to the Superintendent within ten (10) days of receipt of the Step 3 response. Such request shall be in writing, and it shall be delivered in person or by registered or certified mail to the Superintendent.
- E. Arbitration:
  - a) Appointment of the Arbitrator. The arbitrator shall be determined by mutual agreement between the Superintendent or its designated representative, and the Association. Should the parties be unable to agree upon the arbitrator within ten (10) days of the request for arbitration, the arbitration shall be requested from the American Arbitration Association ("AAA"). If the grievance is not submitted to the AAA within thirty (30) days of the date of the request for arbitration, the grievance shall be considered withdrawn with prejudice.
  - b) Final Decision. Decisions of the arbitrator in matters of grievance shall be final and binding, except that they shall be subject to the Vermont Uniform Arbitration Act and the Rules of the American Arbitration Association.
  - c) Costs of Arbitration. Costs of arbitration shall be borne by the parties to the grievance. Costs of transcripts and witnesses, if any, shall be borne by the party requiring the same.
  - d) Power of the Arbitrator. It is agreed that the arbitrator is empowered to award only compensatory damages and that the arbitrator shall have no authority to award interest on such damages or attorney's fees. The arbitrator shall have no power to add to, delete from, amend, ignore, or in any manner alter the existing contract. Neither the Superintendent nor the Association will be permitted to assert any grounds before the arbitrator which was not previously disclosed to the other party prior to the hearing.

6.9 Step By-Pass: Provided the grievant/Association and the Superintendent agree, Step 1 of the grievance procedure may be by-passed and the grievance brought directly to the next step.

6.10 Cooperation: The Superintendent and the Association will cooperate in the investigation of any grievance, and they will furnish to one another such reasonable information as is necessary for the processing of the grievance. At

each step of the grievance procedure each party shall disclose the full basis for its belief that the Agreement was or was not violated. New information may be presented at each subsequent step of the procedure, however, each party shall disclose to the other the final basis for its position at least 72-hours prior to the arbitration hearing.

- 6.11 Processing: No grievance shall be processed during assigned working hours without consent of the Superintendent. In the event processing of any grievance takes place during assigned working hours, the employee(s) required to participate in the process shall be released from their work duties without loss of pay or benefits.
- 6.12 Involvement of Minors: Under no circumstances shall the Association involve students who are minors in the filing, hearing or processing of a grievance unless prior written consent from a parent or legal guardian has been filed with the office of the Superintendent at least twenty-four (24) hours before such involvement.
- 6.13 Files: All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 6.14 No Reprisals: No reprisals of any kind will be taken by the Superintendent, the school administration, or the Association against any employee because of their participation or non-participation in this grievance procedure. Both parties recognize that intimidating, abusive or profane language or behavior is not acceptable as part of the grievance procedure.
- 6.15 Withdrawal: A grievance may be withdrawn by the grievant at any time or step in the procedure.
- 6.16 Election of a Remedy: A employee who seeks resolution in court or before an administrative agency of a matter which is subject to the Grievance and Arbitration provisions of this Agreement shall be deemed to have waived their right to arbitrate said issues pursuant to this Article.

## ARTICLE 7 REDUCTION IN FORCE

- 7.1 Layoff: The District shall retain the sole and exclusive right to determine when and to what extent it may be appropriate or necessary to lay off employees because of budgetary considerations, program changes, reorganization, abolition of positions, enrollment changes or unforeseen circumstances. The determination as to whether layoffs will be made and to what extent they will be made shall remain with the District and such determinations shall not be grievable.

A. Definition: A layoff shall be defined as one or more of the following:

1. A change in employee status from full-time to part-time;
2. A change in employee status from 12-month to school-year;
3. A change in employee status from being a covered employee to no longer being covered under the Agreement due to a reduction in hours.

A change in the number of hours/day or number of days/year does not constitute a layoff unless one or more of the above conditions are met.

- B. Seniority: In the event that the Superintendent determines, for any reason, it is appropriate to reduce or eliminate a bargaining unit position such an action shall constitute a "layoff" and shall be effectuated as provided herein. Regardless of job listings and groupings below, bargaining unit positions are limited to those defined in Article 1. In the event seniority is used to determine layoff, the layoff shall be limited to employees within the same "job family" as the position being reduced. "Job families" are as noted below. Within each job family, the employee who is laid off shall be the individual with the lowest seniority in a position with a pay

grade which is less than or equal to the pay grade of the position which is actually being reduced or eliminated. An employee who holds a position with a pay grade which is higher than the grade of the position being reduced/eliminated shall not be laid off regardless of seniority. Seniority shall not be accrued by an employee for jobs or positions worked on an "as needed" or temporary basis or for positions worked outside the collective bargaining agreement.

Job Family	Positions & Corresponding Pay Grade*
Food Service	Head Chef (12), Farm-to-School Assistant (6), Cafeteria Coordinator 2 (6), Cafeteria Coordinator 1 (5), Child Nutrition Delivery Driver (4), Cafeteria Worker (4)
Transportation Staff	Bus Drivers (7)* (Does not include paraeducators who drive as part of their job responsibility)
Custodial	Custodial Supervisor (8), Custodial Coordinator (6), Head Building Custodian (5), Custodian (4)
Maintenance	Mechanical Systems Technician (9), Maintenance Technician III (8), Mechanic II (8), Grounds Supervisor (7), Maintenance Technician II (7), Mechanic I (7), Maintenance Technician I (5), Groundswoker (4)
Library Media 9-12	Library Media Technical Assistant (8), Library Assistant II (8), Library Assistant I (6)
Library Media PK-8	Library Assistant (6), Learning Center Assistant (6)
Office Support	Communication & Project Coord./Exec. Assistant – EHS (10), CTE Accountant (9), Bookkeeper (8), Database Manager (8), HS Registrar (8), Database Manager/Registrar (8), Staff Assistant (8), Principal Admin. Assistant (7), Administrative Assistant II (7), Admin. Assistant I (6),
Technology Support	Lead Technician (10), Web Technician (9), Computer Technician/Support Specialist (9), Library Media Technician/Ed. Tech. Support Specialist (9), Help Desk (8)
Safety/Security	Security Monitor (5), Security Patrol (5), Cafeteria Supervisor/Security Patrol (5)
Paraeducators PK-8	Mainstream Instructional Assistant (6), Classroom Assistant – Elem. (6), Bus Aide (5)
Paraeducators 9-12	Mainstream Instructional Assistant (6), ACE Classroom Assistant (6)

\* It is understood that these Positions and corresponding pay grades are subject to change per Articles 4.7 and 4.9

1. Individuals in the following positions are not part of a job family and shall be laid off with consideration given to qualifications, past performance and seniority within the same position (e.g. job title) being reduced/eliminated.
  - a. ELL Tutor (9)
  - b. Multilingual Liaison/ELL Tutor (9)
  - c. Communications Facilitator/Sign-Language Interpreter (9)
  - d. CTE Classroom Teaching Assistant (6/7)
  - e. Cosmetology Lab Coordinator/Supervisor (7)
  - f. Pre-School Lab Supervisor (7)
  - g. Building Trades Lab Supervisor/Builder (9)
  - h. Natural Resources Lab Supervisor (9)
  - i. Social Support Coordinator (9)
  - j. Student Management Specialist (12)
  - k. Technology Instructional Assistant (8)
  - l. Interventionist (9)
  - m. Individual Assistant (8)
  - n. Job Trainer (8)
  - o. Individual Assistant to the Visually Impaired (8)
  - p. Speech Language Interventionist (9)
  - q. Healthcare Assistant (9)

- r. Web Support Specialist (10)
  - s. VOiP Network Manager (9)
  - t. Head of Maintenance & Custodial Supervisor – Westford (12)
  - u. Mechanical Systems Supervisor (licensed plumber) (12)
  - v. Mechanical Systems Supervisor (licensed electrician) (12)
  - w. Grant funded paraeducator positions
2. Individuals in the following positions shall have bumping rights within the corresponding Paraeducators PK-8 or Paraeducators 9-12 job family (as noted above) based on seniority. If one of the following positions is eliminated, the employee impacted by the reduction shall also be given first consideration for any available position within the following paraeducator positions for a period of one year following the reduction:
- a. Interventionist (9)
  - b. Individual Assistant (8)
  - c. Individual Assistant to the Visually Impaired (8)
  - d. Speech Language Interventionist (9)
  - e. Job Trainer (8)

First consideration means that the employee must apply to a posted position and shall be granted an interview for the position.

3. Individuals in the following positions shall have bumping rights to a position of the same or lower pay grade within the Maintenance job family (as noted above) based on seniority. If one of the following positions is eliminated, the employee impacted by the reduction shall also be given first consideration for any available position within the following positions for a period of one year following the reduction:
- a. Head of Maintenance & Custodial Supervisor – Westford (12)
  - b. Mechanical Systems Supervisor (licensed plumber) (12)
  - c. Mechanical Systems Supervisor (licensed electrician) (12)

First consideration means that the employee must apply to a posted position and shall be granted an interview for the position.

4. In the event of equal seniority when applied Article 7.1B, layoff shall be determined based on qualifications and past performance of the least senior employees within the corresponding job family (or job title if no family).

- D. Split Assignments: It is understood that the application of Sections 7.1 and 7.2 may result in employees having assignments that are split between job classification titles and/or job families. For purposes of seniority-based layoffs, an employee who has a regular split assignment within the same job family shall be considered to hold the job title having the higher pay grade. In the event of a split assignment, the employee shall maintain two different rates. It is understood that the work hours under each assignment may vary and is not considered a layoff or involuntary reassignment as outlined herein unless the total number of hours for the employee fits the definition of a layoff under 7.1A.
- E. Seniority Calculation: Seniority shall be defined as an employee's most recent period of continuous employment with the District in a position covered under this agreement (i.e., date of hire/rehire). If an employee changes job families within the bargaining unit, his/her seniority will stay the same. Time spent on unpaid leaves of absence or layoff shall not be counted for seniority purposes, however, such time shall not

count as a break in service.

1. Employees who receive a temporary offer of employment with the District as defined under Article 3.2 who are subsequently hired into the position on a renewable basis will receive credit for the time served under the temporary contract (i.e., the employee's date of hire for seniority purposes shall reflect the date they started in the temporary position). This provision does not apply to substitutes nor long-term substitutes.
  2. For employees employed by a *former member district* as of 6/30/17, seniority accrued by the employee under the *former member district* shall carry over into the new District.
  3. Notice: Layoff will require a two (2) calendar week notice.
  4. Probationary employees: All probationary employees within the same job family (or job title if no job family) shall be considered to have equal seniority for purposes of applying Article 7.1B.
- F. Reassignments: Consistent with Article 3.1 C.2, if an employee is involuntarily reassigned to a position in lower pay grade as a result of a reduction-in-force in their current position, said employee will be placed at the same step of the new pay grade, but will retain his/her rate at the time of the reassignment until such time the hourly rate for the employee's pay grade and step on the salary schedule exceeds this rate. However, if the employee is subsequently reassigned back into their original position (or another position in a higher pay grade), s/he will not receive a pay increase at that time. However, in the case of a recall to a lower level position, the employee shall be placed at the same step in the pay grade of the new position, resulting in a pay grade consistent with the new position.
- 7.2 Seniority List: By October 1, the District shall make an electronic copy of the support staff seniority list available to the Association President. The seniority list shall minimally include name, date of hire, position, pay grade, and job family (if applicable). This seniority list shall be electronically available to all employees.
- 7.3 Recall Rights: An employee who has been laid off from a bargaining unit position shall retain the right to be recalled to a bargaining unit position for a period of one (1) year from the date the layoff became effective. Employees who were laid off based upon seniority shall be recalled to any position for which the District determines he/she is qualified in seniority order to any position with a pay grade which is equal to or lesser than the pay grade of the position from which the employee was laid off, within the same job family from which the employee was laid off. Employees who were laid off without regard to seniority shall be recalled to any position for which the District determines he/she is qualified. The determination as to whether or not an employee is qualified shall be at the sole discretion of the Superintendent. If an employee is recalled into a position other than the one in which the employee was laid off, the employee shall be paid at the corresponding rate of the position in which they are recalled (at the same step the employee would have been placed under the previous position). Notice of recall shall be provided in writing to the individual's last known mailing address. The individual must respond and be available for work within fourteen (14) calendar days of receipt of said notice or he/she shall forfeit all recall rights.

## ARTICLE 8 PERSONNEL FILES

- 8.1 There shall be only one (1) official personnel file for each employee.
- 8.2 File Review: Upon reasonable request and during non-working time, an employee may review the contents of their personnel file, excluding references, and may receive a copy of such documents, at the employee's expense. An Association representative may accompany an employee during such review.

- 8.3 Derogatory Materials: No material derogatory to an employee's conduct, service, character, or personality will be placed in the employee's personnel file unless the employee had an opportunity to review said material. The employee shall acknowledge that they had an opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature does not indicate agreement with the content thereof. The employee will also have the right to submit a written response to such material and said response will be reviewed by the administration and attached to the file copy.
- 8.4 Document Removal: Once every two (2) school years, an employee may request the removal of documents from their personnel file, which he/she believes are obsolete or otherwise inappropriate for retention. Such request shall be submitted to the Superintendent in writing and the Superintendent may grant or deny such request, in whole or in part, at their discretion. The decision of the Superintendent is not grievable.
- 8.5 Pre-Employment Materials. Pre-employment material that is maintained in the employee's personnel file shall not be subject to paragraphs 8.1, 8.2 or 8.3 of this Article. Pre-employment material may include, but is not limited to, screening and interview notes and documentation, letters of recommendations, reference notes, interview questions, rating scales, hiring criteria, and other pre-employment documentation.

## ARTICLE 9 LEAVES OF ABSENCE

- 9.1 Leave Accruals: Paid leaves specified in Articles 9.3 (Vacation), 9.5A (Floating Holidays) and 9.6 (Personal Leave) herein are accrued throughout the contract year. If the employee is hired after the start of the contract year, the leaves specified herein shall be pro-rated to reflect the start date of the employee. If an employee separates from employment during the contract year and it is determined that said employee has overused their accrued paid leave, the district will deduct the overused leave from the employee's final paycheck or seek reimbursement. With the exception of accrued vacation leave, unused leave days will not be payable to the employee upon separation of employment.
- 9.2 Sick Leave:
1. Use: Employees are entitled to paid leave for absences due to the following reasons:
    1. Personal illness or disability, including disabilities connected with or resulting from pregnancy, as set forth herein; or,
    2. To attend medical appointments for him/herself; or,
    3. To arrange for social or legal services or to obtain medical care or counseling for the employee who is the victim of domestic violence, sexual assault, or stalking.
  - B. Foreseen Disability: When a disability can be foreseen, as in the case of elective surgery and pregnancy, the employee shall notify their supervisor and the Human Resource Director of the expected commencement date of the sick leave as soon as this date is determinable.
  - C. Medical Certification: The administration may request a medical certification to verify any illness or disability, and may withhold the use of sick leave until such is received.
  - D. Leave Accrual: Each full-time 12-month employee shall be allowed seventeen (17) days of sick leave each contract year. Each school-year employee shall be allowed twelve (12) days of sick leave each school year
  - E. Availability: Employees shall not accrue sick leave for the leave until after their first day of reporting to work for the corresponding contract/school year. This provision does not impact the employee's ability to access carry over sick

leave days during this time.

F. Family Leave: Except as outlined in Article 9.2H, full-time twelve-month employees may use up to fifteen (15) days of their available sick leave, and full-time school year employees may use up to twelve (12) days of their available sick leave, for the following reasons:

1. To care for an immediate family member who is sick or injured. This shall include helping the individual attend medical appointments and appointments related to long-term care. For purposes of this section (9.2F) immediate family member is defined as the employee's spouse/civil union partner, child, foster child, parent, sibling, grandparent, grandchild, parent-in-law, brother/sister-in-law, son/daughter-in-law or a member of the employee's household; or,
2. To arrange for social or legal services or to obtain medical care or counseling for the employee's immediate family member who is the victim of domestic violence, sexual assault, or stalking; or,
3. To care for an immediate family member, who is unable to care for themselves, in the event the school or business that individual is normally located during the employee's workday is closed for public health or safety reasons.

In the case of a "serious health condition" of a "covered family member", both as defined under the Family Medical Leave Act (FMLA) and/or the Vermont Parental and Family Leave Law (VPFL) as outlined under 9.2H, the employee may use up to 30 additional available and accrued sick days, provided acceptable medical certification is provided. However, no more than 30 days of paid sick leave may be used for this purpose over any rolling 12-month period.

G. Unused Sick Leave: Unused sick leave days shall be carried over from year to year. However, no full-time 12-month employee shall be entitled to carry-over more than one hundred eighty (180) sick leave days per contract year, and no full-time school year employee shall be entitled to carry-over more than one hundred fifty (150) sick leave days per contract year.

H. FMLA/VPFL Leave: The District shall comply with the requirements of the Federal Family and Medical Leave Act ("FMLA") and/or Vermont Parental and Family Leave Law ("VPFL"). As such, the following shall apply as defined under FMLA and VPFL:

1. Reason for Leave: District shall provide "eligible employees" with up to 12 weeks of unpaid (except as otherwise allowed under Article 9.2H7), job-protected leave in any rolling 12-month period for the following reasons:
  - a. for the birth of an employee's child and to care for the newborn (leave must conclude within 12 months of birth);
  - b. for placement of a child with an employee for adoption or foster care (leave must conclude within 12 months of placement);
  - c. to care for the employee's spouse or civil union partner, child, step child, ward who lives with the employee, foster child, parent or parent of the employee's spouse/civil union partner with a "serious health condition" (medical certification required); or
  - d. for an employee's "serious health condition" (medical certification required) which renders the employee unable to work.
2. Protections: During the period of approved FMLA/VPFL, the employee's insurance benefits must be maintained under the same conditions as if the employee continued to work. Upon return from approved FMLA/VPFL, the employee must be reinstated to the same or an equivalent job with the same status, pay,

benefits, and terms and conditions of employment, except in the following circumstance: The employee's job terminated or the employee would have been laid off for reasons unrelated to the leave.

3. Eligible Employees: In order to qualify for both FMLA/VPFL leave the employee must have been employed by the District for at least 12 months. To qualify for FMLA leave, the employee must have worked 1250 hours during the 12-month period immediately preceding the commencement of the leave. To qualify for VPFL leave, the employee must have worked 1560 hours (30 hours/week for 12 months) during the 12-month period immediately preceding the commencement of the leave.
4. Serious Health Condition: A "serious health condition" shall be as defined under District policy, which shall be consistent with the definitions under FMLA and VPFL.
  - a. Any absence of more than three consecutive days related to the health of the employee and/or their covered family member shall automatically be deemed a covered absence under FMLA/VPFL pending medical certification, and shall be counted against the employee's FMLA/VPFL leave entitlement if eligible.
5. Medical Certification: Medical certification shall be required as verification of a "serious health condition" within 15 days of submission of the request, whether or not the employee qualifies for FMLA/VPFL leave. The use of FMLA/VPFL leave and/or appropriate paid leaves may be denied (even if initially approved) if acceptable medical certification is not provided by the due date. This medical certification shall be on a form provided or approved by the Superintendent.
6. Notice Requirements: For conditions outlined in Article 9.2H1 herein, the employee must submit a request for FMLA/VPFL leave at least 30 days prior to the leave start date if the leave is foreseeable in advance. If the leave is not foreseeable, the request must be submitted within the same or next business day of when the employee first becomes aware of the need for leave. Requests for leaves that are covered under FMLA/VPFL must be submitted directly to Human Resources. If the employee does not provide acceptable and timely notice of the need for FMLA/VPFL with no reasonable excuse, the District may deny the leave or delay the taking of the leave.
7. Use of Paid Leaves: Use of available appropriate paid leaves as defined under Article 9, and in accordance with federal and/or state law, shall be used concurrent with the use of approved FMLA/VPFL leave. Except in the case of the employee's own serious health condition, the use of paid leaves cannot be used to extend leave provided under FMLA/VPFL.
- I. Workers Compensation. In the event an employee is absent due to a work-related disability and receives workers' compensation benefits (as defined under 21 VSA §601-710) said employee shall utilize their available accrued paid sick leave (as provided under Article 9.2) for up to the duration of the approved absence at a rate of one half hour of leave for each hour of absence. During the period in which the employee has available accrued sick leave, said employee shall continue to receive their full contracted wages while receiving disability benefits under the Workers' Compensation Statutes, and said employee shall reimburse the District for any and all disability benefits received under the Workers' Compensation Statutes, except that school-year employees shall not be required to reimburse the District for Workers' Compensation benefits accrued during the school summer vacation.

Employees shall reimburse the District by signing over the Worker's Compensation checks directly to the District within one (1) calendar week of receipt of the Workers' Compensation check if medically feasible. The use of available and accrued paid sick leave under this provision is conditioned upon timely receipt of reimbursement. Failure to reimburse the District under this provision shall be considered just cause for employment action up to and including discharge, and shall result in the restriction of paid sick leave.

For as long as the employee is utilizing paid sick leave and/or is covered under the Family and Medical Leave Act (FMLA) or the Vermont Parental and Family Leave Law (VPFL), said employee shall retain their coverage on the

District medical, dental and life insurance plans (if participating at the time of the disability) to the extent provided under applicable master agreement or individual employment contract, subject to the eligibility requirements and other rules and provisions of the individual carrier. Once the employee exhausts their available accrued sick leave and/or leave under FMLA/VPFL (if applicable), said employee shall have the right to continue their medical and/or dental coverage at their own expense under COBRA.

J. Part-time Employees: Each part-time employee shall accrue one (1) hour of paid sick leave for every thirty (30) hours of work, up to a total of 45 hours except as noted herein. No additional leave shall be accrued until the employee's sick leave balance falls below 45 hours. Articles 9.2B, 9.2C and 9.2I shall also apply to the use of said leave.

1. Part-time employees employed by the Essex Town School District as of 6/30/17 can carry over their entire sick leave balance as of 6/30/17 not to exceed 780 hours. However, no additional leave shall be accrued until the employee's sick leave balance falls below 45 hours.

K. Unused Sick Leave Upon Resignation: Employees who resign after 20 years of service with the District (including employment with a *former member district*) and at least 120 days of unused sick leave for 12-month employees and 90 days for school year employees shall receive \$2.50/hour for unused accumulated sick leave. In order to qualify for said payment, the school-year employee must resign effective June 30 and notify the District in writing no later than May 1 for the subsequent school year. The 12-month employee must provide a minimum of a two-month notice of their resignation to qualify.

9.3 Vacation: Regular full-time twelve month employees shall be entitled to paid vacation days according to their current year of employment as set forth below. For those employees employed by a *former member district* as of 6/30/17, years of service for vacation purposes shall include years of service with the *former member district*:

Year of Employment	Calculation of Vacation Leave
1 <sup>st</sup> year	1 day for each month worked after the 6-month probationary period. (e.g., someone hired July 1 would receive 6 days for the year after the probationary period)
2 <sup>nd</sup> through 5 <sup>th</sup> years	12 days earned at the rate of one day for each month worked.
6 <sup>th</sup> through 10 <sup>th</sup> years	15 days earned at the rate of 1.25 days for each month worked.
11 <sup>th</sup> through 15 <sup>th</sup> year	18 days earned at the rate of 1.5 days for each month worked.
16 <sup>th</sup> through the 20 <sup>th</sup> years	21 days earned at the rate of 1.75 days for each month worked.
21 <sup>st</sup> year and beyond	24 days earned at the rate of 2.0 days for each month worked.

A. Approval and Notice: Vacation requires approval by the immediate supervisor and should be arranged at least one (1) week in advance by the employee with their immediate supervisor.

B. Unused Vacation: Vacation is non-cumulative. However, employees may carry over up to forty (40) hours of unused accrued vacation from one year to another. In extenuating circumstances, the Human Resource Director can approve up to an additional twenty-four (24) hours of carry over vacation (for a total of 64 hours) with supervisor recommendation. Requests to carry-over vacation beyond 40 hours must be made in writing by May 15. Approval is at the sole discretion of the Human Resource Director and is not subject to the grievance procedures outlined herein.

C. Payment for Unused Vacation: In extenuating circumstances that renders an employee unable to use their available vacation leave (above the allowed carry over) due to conditions outside of their control, the employee may request payment for up to forty (40) hours of unused vacation leave. Such requests must be submitted to the Human Resource Director (with supervisor recommendation) not later than May 15, and employees will be

notified of the District's decision by May 30. Payment will occur on the first payday in July. The decision of the District whether or not to grant this benefit shall be at the sole discretion of the Superintendent or designee and is not subject to grievance.

- D. Resignation: When an employee leaves the district he/she will be reimbursed for any unused accrued vacation time provided a minimum two-week notice was provided. The Superintendent may waive the two-week notice requirement at their discretion.
- E. Grand-Parented Clause: Eligible employees employed by the *former districts* as of 6/17/16 shall have no decrease in their vacation day allotment below their 2016-17 level (not including carry-over). Said employee shall maintain their 2016-17 allotted vacation days until the employee's years of service qualify then to move to the next level.

9.4 Unpaid Leave:

- A. At the sole discretion of the Superintendent an employee may be granted an unpaid leave of absence. If the request is denied, the employee shall be informed of the reason for the denial. If it is approved, the following provisions shall apply:
  1. Employees will be offered the opportunity to continue in the insurance programs under COBRA provisions, subject to the regulations of the carrier, if they pay the stated premiums in sufficient time for the District to pay the premiums as they become due.
  2. An employee returning from approved leave shall be restored to either their position or to a substantially equal position at the discretion of the District. Seniority shall neither be accrued nor interrupted while an employee is on said leave. Employees on an extended leave of absence are subject to the layoff provisions of Article 7.0.
  3. An employee on a Superintendent approved leave of absence for a full school year shall, on or before March 1 of the year of said leave, notify the Superintendent, in writing, of their intention to return the school year following said leave of absence. Failure to give such notice shall constitute a presumption that said employee has resigned.
- B. Up to one consecutive week of unpaid leave per year for full time 12 month employees may be granted at the sole discretion of the Superintendent for so long as such unpaid leave does not require or incur overtime (for either the employee or others covering in their absence) or the hiring of a substitute(s). The decision is non-grievable and non-precedent setting. Such unpaid leave shall be limited to one cumulative week per year.

9.5 Holidays: Twelve-month employees shall be entitled to eight (8) paid holidays as set forth below. School year employees shall be entitled to three (3) paid holidays for the 2017-18 school year and four (4) paid holidays beginning with the 2018-19 school year as set forth below. School year employees covered under the *Master Agreement between the Essex Town School District and the Essex Educator's Association Support Staff Unit* ('ET CBA') as of 6/30/17 shall be grand-parented at seven (7) paid holidays as set forth below. These paid holidays apply to both full-time and part-time employees:

12-Month Employees (8 days)	School-Year Employees 2017-18 school year (3 days)	School-Year Employees 2018-19 school year (4 days)	School-Year Employees 2017-18 school year - ET CBA (7 days)	School-Year Employees 2018-19 school year - ET CBA (7 days)
New Year's Day			New Year's Day	New Year's Day
Memorial Day	Memorial Day	Memorial Day		Memorial Day

Independence Day				
Labor Day		Labor Day	Labor Day	Labor Day
Thanksgiving Day	April vacation (1 day)	Thanksgiving Day	Thanksgiving Day	Thanksgiving Day
Day after Thanksgiving			Day after Thanksgiving	Day after Thanksgiving
Christmas (2 days)†	Christmas Day	Christmas Day	Christmas (3 days)	Christmas (2 days)

† For the 2017-18 contract year, one of these days can be considered an additional floating holiday as defined below

- A. Floating Holidays: In addition to the defined holidays above, full-time 12-month employees shall be entitled to three (3) floating holidays per full contract year. Floating holidays are intended to be used for religious observations or federal/state holidays not covered under the defined holidays as outlined above. However, floating holidays may also be used for vacation, personal or sick/family leave as defined herein. The scheduling of floating holidays is at the supervisor's discretion. Floating holidays are non-cumulative. Unused floating holidays are not payable upon separation from employment.
- B. Religious Leave: In place of up to one (1) of the paid holidays outlined above, a school-year employee may request up to one alternative paid holiday dates for religious observance when related religious obligations cannot be met during non-school hours. A written request for such day(s) must be requested on or before October 1 of the corresponding contract year to the Superintendent or designee for approval. This day must be used for a religious holiday.

9.6 Personal Leave: Except as outlined herein, each full-time 12-month employee may take up to five (5) Personal leave days, and each full-time school-year employee may take up to three (3) Personal leave days per year to conduct personal business that cannot be scheduled outside work hours. Full-time 12-month employees employed under the ET CBA as of 6/30/17 shall have no paid personal days during the 2017-18 contract year, but shall increase to five (5) days beginning with the 2018-19 contract year.

- A. Notice and Approval: Requests for Personal Leave must be submitted to and approved by the immediate supervisor at least three (3) days in advance of taking said leave, except in cases of emergency.
- B. Unused Personal Leave. Unused personal leave shall automatically be added to the employee's accumulated sick leave up to the maximums outlined in Article 9.2G.

9.7 Bereavement Leave: Both full-time and part-time employees shall be allowed such time needed, not to exceed five (5) days paid leave of absence per incident, for a death in the immediate family. For purposes of this section, immediate family will be defined as the employee's: spouse/civil union partner, children, parents, siblings, grandparents, grandchildren, son/daughter-in-law, father/mother-in-law, brother/sister-in-law, or a member of the immediate household. At the Superintendent's sole discretion, bereavement leave may be allowed for the death of close friends or other close family members not specified above. The decision of the Superintendent in this matter is not subject to the grievance procedures outlined herein.

9.9 School/District Closings: If an employee schedules leave (i.e. vacation, personal, sick, etc.) and the school closes (for school-year employees) or the district closes (for 12-month employees) due to weather or an emergency, the employee will not be charged with that leave time.

9.10 Jury Duty: Employees called to report for jury duty must submit the court's request to their immediate supervisor. At the employee's discretion, the employee shall be compensated for their regular work time while serving on jury duty, up to fifteen (15) days. If the employee is compensated for their regular work time, any payment received from the court for jury duty services shall be forwarded to Payroll at the Central Office. If an employee is released

from jury duty before or during their scheduled work shift, he/she must report to work to complete the remainder of said shift.

School year employees will not be paid regular wages for jury duty performed during non-school days. School Year Employees will attempt to defer jury duty service to non-school days. The school year employee must provide evidence of submitting a request for deferment and the state's response to said request before jury duty leave can be utilized.

9.11 Leave Tracking: All leave days described in Article 9 shall be converted to hours and tracked in hourly increments, rounded to the nearest quarter hour. For purposes of converting leave days to hours, one day shall be as defined in the employee's contract or employment offer for the corresponding contract year. In order to ensure consistency and stability of leave availability and use throughout the school year, fluctuations in schedule based on assigned student needs/schedule, student transportation schedule, voluntary additional duties (before or after school), periodic after school meetings and the like will not be factored in when converting days to hours except as outlined below. The only time an employee's hours/day will be changed after the start of the contract year for purposes of conversion to paid leave shall be as follows. In these events, a new contract/employment offer will be issued reflecting the change:

- i. The employee changes positions during the contract year and the new position has greater or fewer hours; or,
- ii. The employee experiences a change in status during the contract year (e.g., goes from full-time to part-time or part-time, part-time to full-time, from school-year to 12-month or from 12-month the school-year)
- iii. Within the first 30-days of the school-year, a school-year employee's hours/day will be adjusted to reflect their present year work schedule. Leave accruals and entitlements for the current year (as outlined in Article 9) shall be based on these revised hours.

When an employee takes leave, the number of leave hours deducted from their accrued leave shall equate to the number of leaves hours the employee is being paid for.

9.12 Sick Leave Bank: There will be one sick leave bank for all employees covered under this Agreement. Full-time employees may contribute one or two days of their available sick leave per year to the sick leave bank using a form developed by the Association and approved by the District. Donations must be made no later than October 31<sup>st</sup> of the corresponding contract year. It shall be the Association's responsibility to manage the donation of sick days (e.g., solicit donations, collect the required forms, summarize the donations, and submit the summary report and sign authorizations to the payroll office for processing). This sick leave bank shall be available to all full-time employees of the District covered under this agreement.

- A. Administration: The sick leave bank shall be jointly administered by the Superintendent or his/her designee and the Association. It shall be the Superintendent's or his/her designee's responsibility to determine employee eligibility for the sick leave bank using the criteria outlined herein. The number of sick days to grant from the bank shall be jointly decided by the Superintendent (or designee) and the designee of the Association within the limitations specified herein. Prior to September 1, the Association will inform the Superintendent who will administer the bank on behalf of the Association. This decision to grant or not grant leave from the sick leave bank and the determination as to the number of leave days to grant from the bank shall not be subject to the grievance procedures outlined in Article 6 of this Agreement.

- B. Limitations/Restrictions: Full-time employees may apply to use leave from this sick leave bank subject to the following conditions and limitations. Additional limitations and restrictions may be jointly developed by the administrators of the sick leave bank:
1. Leave may only be requested for one of the following reasons:
    - a. The employee has a catastrophic illness/injury that renders him/her unable to work; or,
    - b. The employee needs time off to care for an immediate family member with a catastrophic illness/injury who is unable to care for him/herself; and,
  2. The employee must have exhausted all available and appropriate leaves available to him/her under Article 9; and,
  3. The employee provides acceptable medical certification to support the duration of time being requested; and,
  4. The employee does not qualify for workers' compensation disability benefits as provided under this Agreement or any other disability benefits for the period of leave being requested; and,
  5. The employee has an acceptable attendance record (e.g., does not have a history of exhausting all available sick and/or personal leave absent a qualifying condition under FMLA/VPFL); and,
  6. The duration of leave being requested does not exceed the following:
    - a. For leave related to the employee's disability, the paid leave being requested cannot exceed a total of thirty (30) days. The paid leave being requested also cannot exceed 150 days when combined with the employee's own sick leave use (as defined under Article 9.2).
    - b. For leave related to the catastrophic illness/injury of the employee's immediate family member, the leave being requested cannot exceed thirty (30) days total when combined with the employee's own sick leave use as defined under Article 9.2.
    - c. Employees may not use more than sixty (60) days from the sick leave bank over a five-year period.
  7. The sick leave bank cannot be used for the following:
    - a. Voluntary procedures;
    - b. Procedures that are voluntarily scheduled during the school year (for school-year staff);
    - c. Procedures that are cosmetic in nature.
  8. The sick leave bank shall generally be available to employees on a first come-first serve basis. However, requests related to catastrophic illnesses shall be given highest priority when approving sick bank requests.
  9. The number of hours that the bank may issue in any school year shall be no more than one-thousand seven-hundred (1700) hours.
  10. The sick leave bank shall be capped at a total of 4200 hours. The Essex Town School District sick leave bank balance for support staff as of 6/30/17 shall automatically be rolled over into the new

District's support staff sick leave bank.

- C. Requesting Leave: To request leave from the sick leave bank the employee must submit a written request to the Superintendent detailing the nature of the illness, the number of sick bank days being requested, and include medical certification supporting the need for leave on a form approved by the Superintendent and Association.
- 9.13 Reporting Leave: Leave balances through the end of the most recent pay period will be provided electronically and/or on the employee's pay stub.
- 9.14 Resignation: During the resignation notice period, the employee may not utilize accrued paid leave entitlements unless approved by the Human Resource Director, whose approval should not unreasonably be withheld.

## ARTICLE 10 SALARY AND OTHER COMPENSATION

- 10.1 Wages: The wage rates for all employees shall be as set forth in the appendices attached hereto. Step placement of new hires on the salary schedule shall be at the discretion of the Superintendent with the following limitations:
- A. Step placement of the new hire must be within the first two Quartiles of the salary schedule; and,
  - B. New hires can be placed at any step within the first quartile of the salary schedule based on the experience, skills, training and education of the person hired. If placed within the first quartile, the new hire cannot be placed at a higher step than an existing employee within the same job family and pay grade (or within the same job title if no job family) with the similar education and years of related experience.
  - C. Step placement of new hires within the second quartile is limited to positions within grades 7 through 12, except as permitted under 10.1D. If placed within the second quartile, the new hire cannot be placed at a higher step than an existing employee within the same job family and pay grade (or within the same job title if no job family) with the similar education and years of related experience.
  - D. The Superintendent reserves the right to increase the step placement of other employees in the same job family and pay grade to satisfy 10.1B and 10.1C provision. The Superintendent shall notify and consult with the Association prior to implementing any step placement changes for existing employees.
  - E. The Association and Superintendent shall develop a rubric that may be used to determine similar education and years of related experience under Articles 10.1B and 10.1C for new hires (Appendix B). Any exceptions to this rubric shall require consent from the Association.

Upon request, the District will provide the Union with a report once per quarter, of the names, hourly wage rate, experience and education of employees hired above step one.

- 10.2 Direct Deposit: Employees must complete a direct deposit form for the purpose of authorizing automatic deposit of the employee's paycheck into the employee's personal checking or savings account prior to commencement of services with the district. It is the employee's responsibility to inform the Payroll Office of the Superintendent of any changes in account and/or financial institutions.
- 10.3 Overtime:

- A. Employees who are required to work overtime shall be compensated at the rate of one and one half (1.5) times the employee's normal hourly rate for all hours worked in excess of forty (40) hours in a work week and for all hours worked on Saturdays, Sundays, and Holidays.
  - B. In calculating hours worked for overtime purposes only time actually worked plus vacation leave, exclusive of all other paid leave time, shall be counted.
  - C. Overtime shall require prior approval from the immediate supervisor.
  - D. When a second pay category applies, a weighted average rate per Federal Regulation (Citation No. 7787.115) will be used to calculate overtime, unless otherwise agreed to by the employee and the District.
- 10.4 Call-in Pay: Any employee called in to work from home shall be guaranteed a minimum of two (2) hours pay provided the employee is required to travel to work to complete the assigned task.
- 10.5 Retirement: All employees are eligible to participate in a 403(b) Tax-Sheltered Annuity with an investment provider(s) selected by the District.
- A. Employee Contributions: Each employee, regardless of number of hours worked, may participate in the 403(b) retirement plan and may elect to contribute on a pre-tax basis the maximum amount permitted by law. Employees are eligible to participate in the plan beginning on date of hire.
  - B. Employer Non-Matching Contributions: Except for employees participating in the Vermont Municipal Employee Retirement System, the District will contribute a sum equal to 3% of gross salary (before Employee Salary Reduction Contributions, if any) for employees who have worked for the District 20 hours or more per week on average for the year (1040 hours/year) for two (2) consecutive years from date of hire. The District will send affected employees a reminder to select an investment strategy and complete the necessary forms.
  - C. Employer Matching Contributions: In addition to the employer non-matching contribution outlined in 10.5B, the District will contribute a dollar-for-dollar matching contribution on the employee salary reduction contributions up to a maximum of 3% of salary for employees who have worked for the District 20 hours or more per week on average (1040 hours/year) for two (2) consecutive years from date of hire. This non-matching contribution does not apply to employees participating in VMERS.
  - D. VMERS. Those employees employed by the Westford School District on 6/30/17 that were participating in VMERS will still continue to be eligible for this plan (Group B). These individuals shall not be eligible for the non-matching and matching contributions defined in Articles 10.5 A and 10.5 B.
  - E. Governing Document: All other terms and conditions of the Plan shall be defined in the most recent amended and restated Plan Document. Subject to the above referenced eligibility requirements, the District shall prepare, administer, and amend necessary Plan Documents. The District shall consult with the Association prior to making any adjustments to the employer non-elective contribution. A Summary Plan Description shall be made available to eligible employees upon request. In any matter of interpretation, the Plan Document and/or IRS ruling will govern.
- 10.6 Mileage: An employee who utilizes their personal vehicle for District business, as authorized by the District, shall be reimbursed for mileage at the IRS approved rate.
- 10.7 Longevity: After a full-time twelve-month employee has been employed by the District for fifteen (15) full consecutive contract years as of July 1, he/she will receive a four hundred (\$400) dollar per year salary adjustment

for each of the next (5) years. This amount will be increased to five hundred dollars (\$500) beginning on the 21<sup>st</sup> year, for the next five (5) years, and then increased to six hundred dollars (\$600) for each year thereafter. An employee must be employed by the District through the end of the contract year in order to receive the longevity pay for that year. Payment shall be made in July.

- 10.8 Payroll Schedule: All employees shall use a timesheet to record hours worked for payment purposes. These timesheets shall be submitted in accordance with the established payroll schedule. The Superintendent shall have the discretion to change the payroll schedule of employees provided said change complies with federal and state laws. Should the regular pay date fall on an official state or federal holiday, the pay date shall be moved to the day prior to the official holiday.
- 10.9 School Delay/Early Dismissal: In the event of a school delay or early dismissal of students due to severe weather or other hazardous condition, the following shall apply:
- A. The school year employee's work shift shall also be delayed, or the employee will be dismissed early, a commensurate amount of time unless the supervisor requests otherwise. The school-year employee shall be compensated as if s/he worked a full shift.
  - B. The 12-month employee shall be expected to work their regular shift. The supervisor may request or approve an alternative shift. If the 12-month employee is unable to complete their work shift, s/he shall utilize appropriate available paid leave time. If no appropriate paid leave is available, the employee may take the remainder of the day off without pay with approval from the immediate supervisor.
- 10.10 School Closing: In the event of a school closing due to severe weather or other hazardous condition, the following shall apply:
- A. The school year employee shall not be expected to work during a school closing and will not be paid for said day.
  - B. The 12-month employee shall be expected to work their regular shift. The supervisor may request or approve an alternative shift. If the 12-month employee is unable to complete their work shift, s/he shall utilize appropriate available paid leave time. If no appropriate paid leave is available, the employee may take the remainder of the day off without pay with approval from the immediate supervisor.
- 10.11 District Closing: When both the schools and the district offices are closed due to severe weather or other hazardous/emergency conditions, the following shall apply. This includes full closures, delayed starts and early dismissals:
- A. School-year employees shall be treated the same as a school closing as outlined in Article 10.11.
  - B. Unless determined an "essential service employee" by the employee's supervisor, the 12-month employee shall be released from their work duties for the portion of the day closed and shall receive compensation for their full work shift for that day. The 12-month "essential service employee" who is required to work shall receive double time for hours worked during the stated district closing times
- 10.12 Substituting for Teachers: Paraeducators that are assigned by the Principal to substitute for a teacher shall be paid \$10.00/period (or \$20.00/block), up to \$30.00/day on top of their regular hourly rate.
- 10.13 Substituting for other Employees: Paraeducators that are assigned to substitute for another paraeducator for ten (10) consecutive days or less shall be paid their normal hourly rate for said assignment regardless of the pay grade of the position in which they are substituting. If the paraeducator is subbing for more than ten (10) consecutive

days for another paraeducator at a higher pay grade level, said employee shall be paid consistent with the position in which they are substituting.

## ARTICLE 11 INSURANCE

- 11.1 Coverage: The District agrees to provide insurance coverage for each eligible employee (as defined herein) subject to the rules, regulations, and eligibility requirements of the individual carrier, unless such eligibility requirements are modified by the terms of this Agreement, as set forth in this Article. Said insurance coverage shall be provided with the recognition that the District shall be held harmless for any and all cost or claims in the event that the insurance carrier denies coverage of such claim; further, the District shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the insurance coverage terms. The District is not responsible for any revisions or amendments to the insurance plans outlined herein that are made by the carrier.
- 11.2 Carriers: The Association shall be given information concerning any planned changes in insurance carriers for coverage provided within this agreement. The District shall retain the right to decide which insurance carriers to have and to change such carriers at its discretion.
- 11.3 Duplication of Coverage: In the event that both spouses (or a parent and their eligible dependent) are employed by the District, the District will be obligated to provide only one insurance plan for the spouses and their eligible dependents, as defined by 15 V.S.A. Chapter 23, and 18 V.S.A. Chapter 106, as a unit (e.g., two-person or family plan).
- 11.4 Waiting Period: All insurance benefits described herein shall become effective beginning the first of the month on or after the employee's first day of work as a full-time employee. Insurance benefit applications must be received in the District Office within thirty (30) days of date of hire.
- 11.5 Medical Insurance:
- A. Eligibility: Except as allowed under Article 11.5H, all regular full-time employees, their spouses/civil union partner and their eligible dependents may elect to participate in the District's group medical insurance plan. Coverage level shall be at the employee's discretion.
  - B. Effective 7/1/17 through 12/31/17, the District shall offer the following plans to participating employees:
    - 1. VEHI Dual Option Plan (Managed Parity): Participating employees who were employed by a former member district as of 6/30/17 shall contribute the same percentage of the premium in effect for them as of 6/30/17 as outlined below:
      - a. Full-time employees continuously employed by the Essex Junction School District or Essex Union #46 School District prior to 7/1/15 shall pay 8.25% of the premium regardless of the level selected.
      - b. Full-time employees continuously employed by the Essex Junction School District or Essex Union #46 School District prior on or after 7/1/15 shall pay 10% of the premium regardless of the level selected.
      - c. Full-time employees employed by the Westford School District as of 6/30/17 shall pay 8.25% of the premium regardless of the level selected.
      - d. Full-time 12-month employees employed by the Essex Town School District as of 6/30/17 shall pay 9% of the premium regardless of the level selected.

e. School-year employees employed by the Essex Town School District as of 6/30/17 shall pay 9% for single coverage and 25% for 2-persons or family coverage.

Full-time employees hired on or after 7/1/17 shall contribute ten (10%) of the premium cost of the VEHI Dual Option Plan regardless of the coverage level selected.

2. VEHI Comprehensive Plus 1200 Plan (Managed Parity). Participating employees shall contribute five percent (5%) of the premium cost of the Comprehensive Plus 1200 Plan. The District shall also reimburse participating employees for deductible costs for this plan up to \$1,200 for single coverage, \$2,400 for two person and family coverage.
- C. VEHI J Plan (Unmanaged Parity). This plan is only available for employees who were enrolled in this plan as of June 30, 2017. For the JY-MB Plan the District's contribution towards premium costs shall be limited to an amount equal to the District's premium costs for the VEHI Dual Option Plan noted above. Article 11.5B shall sunset effective 12/31/17. Effective 1/1/18, the District shall offer the following VEHI Plans to participating employees: (1) VEHI Platinum, (2) VEHI Gold, (3) VEHI Gold-CDHP, and (4) VEHI Silver - CDHP.
1. District Contribution: The District shall pay an amount equal to 91% of the premium of the VEHI Gold CDHP Plan at the coverage level selected by the employee, not to exceed 100% of the premium if less. Effective 1/1/19, the District shall pay an amount equal to 89% of the premium of the VEHI Gold CDHP Plan at the coverage level selected by the employee, not to exceed 100% of the premium if less. The employee shall pay the remaining premium through automatic payroll deduction.
  2. If an employee selects the VEHI Gold CDHP health plan, the District shall offer the employee the opportunity to participate in a Health Reimbursement Account as outlined below.
    - a. Health Reimbursement Arrangement (HRA): If an employee selects the Gold CDHP Plan for health coverage, the employee may elect to participate in a Health Reimbursement Arrangement ("HRA"). The District shall offer an integrated HRA, including both Rx (prescription) and medical expenses to employees enrolled in the Gold CDHP Plan. The HRA shall cover all medical deductibles, co-insurance, copays, and Rx costs ("medical expenses") provided however, the employee shall pay the first dollar amount of medical expenses as defined herein up to the following amounts: single - \$150; two-person - \$300; parent/child(ren) - \$300; family \$300 of the medical out of pocket costs for the respective coverage. After this first dollar amount is met by the employee, the district and employee shall share the next out of pocket costs with the employee paying 10% of the first dollar covered out-of-pocket expenses (e.g., deductibles, co-insurance, co-pays), and the District shall pay 90% of the first dollar covered out-of-pocket expenses up to a maximum of \$2,100 for single coverage and \$4,200 for 2-Person/Parent-Child(ren)/Family coverage. The District shall select an HRA administrator and shall pay the monthly administrative costs. The HRA shall not include a rollover from one year to the next year, but shall provide for a 90 day run out for expenses from one year to the next year. Benefits under the HRA shall be prorated during the plan year based on the employee's date of hire. The Board shall have the authority to determine all other administrative determinations regarding the HRA.
  3. Default Plan: Employees who do not complete a new medical insurance enrollment form by 11/6/17 shall automatically be enrolled in the VEHI Gold - CDHP plan (at the same coverage level they hold as of 11/6/17) until the next open enrollment period, at which time the employee may elect to change plans/coverage.
- D. Section 125 Plan: Employee contributions toward the premium cost of health insurance shall be paid by automatic payroll deductions. The district will sponsor an IRS Section 125 Cafeteria Plan exclusively for this purpose. The Association agrees to accept coverage equivalent to the above Blue Cross Blue Shield

coverage. Any change in carrier shall be made with the consent of the Association, which consent shall not be unreasonably withheld.

- E. Cash in Lieu of Insurance: Eligible full-time employees, electing not to participate in the health insurance benefit, upon demonstration of having alternative group-sponsored health insurance coverage (or other qualifying health coverage as defined in the Section 125 Plan) for themselves and their eligible dependents, may elect to receive \$2,400 in lieu of insurance (accrued at a rate of \$200/month of eligible coverage). Payment for accrued cash-in-lieu of insurance benefits shall be paid in two installments – one in December and one in June). The sum in lieu of insurance will be an annual option for eligible employees, who must make such election by a date set forth by the Superintendent on a form available from the Superintendent. An employee so electing payment in lieu of insurance who then seeks to reverse their decision during the health plan benefit year may do so subject to the regulations of the carrier. New employees who are also eligible for insurance will also be offered this option (on a pro-rated basis if working a partial election year). This cash in lieu of insurance option is not available to employees who are enrolled as a dependent or spouse/civil union partner of another employee within the District. All other terms and conditions shall be as defined in the District's Section 125 plan document.
- F. Excise Tax: In the event the one or more of the health insurance plans offered by the District becomes subject to the excise tax under the Affordable Care Act (ACA) when combined with the contributions to the HRA plan, the employee shall be responsible for paying the amount of the excise tax which is 40% of the premium/contribution that exceeds the total cost threshold as defined under the ACA. This payment shall not be considered a contribution towards health insurance premiums, therefore is not covered under the IRS Section 125 Plan as outlined in paragraph D above.
- G. Re-opener: In the event that, during the life of this agreement, the District is no longer able to obtain insurance through VEHI and/or the District is required to obtain employee health insurance through the Vermont Health Connect Insurance Exchange, or there is a significant change in benefits due to health reform mandates at the state (Vermont) or federal level, the parties agree to reopen Article 11.5 of this agreement and negotiate a new employee health insurance program. In the event such health insurance negotiations between the District and the Association have not been concluded ninety (90) days prior to the termination date of existing coverage, the District is authorized to select and implement insurance coverage under an interim plan (including health insurance programs available through the Vermont Health Connect Insurance Exchange if available and/or required) until such time as the District and the Association conclude negotiations. Such interim insurance plan shall be reasonably comparable in cost and coverage (if available) to the VEHI Gold CDHP Plan as outlined in Article 11.5 and maintain the identical District premium contribution as specified in 11.5C herein. The District shall not be obligated to supplement coverage and/or levels of services in order to match coverage/levels of service under the current insurance plans.
- H. Part-time Employees: For part-time employees previously eligible for coverage and participating in the group medical coverage offered under the *Master Agreement Between the Essex Town School District and Essex Educators' Association Support Staff Unit* as of 6/30/17, the District will continue to offer coverage to said employee under their group medical insurance plans until the employee discontinues coverage or their hours or reduced to under 20/week, or until negotiated otherwise, whichever comes first. The District shall contribute \$685/month (90% of the premium for single coverage under the VEHI Dual Option Plans) towards the cost of said plan through 12/31/17. Effective 1/1/18, the District shall contribute an amount equivalent to 91% of single coverage under the VEHI Gold CDHP Plan towards the cost of said plan, regardless of the coverage level selected. Effective 1/1/19, the District shall contribute an amount equivalent to 89% of single coverage under the VEHI Gold CDHP Plan towards the cost of said plan, regardless of the coverage level selected. If the employee selects the VEHI Gold CDHP Plan, the same HRA option shall be available to the employee as

described in Article 11.5C2a above, up to single coverage. No other part-time employee shall be eligible to participate in the group medical insurance plan offered by the District.

11.6 Dental – The District has established a self-funded common dental plan (the "Plan") for employees and their dependents. The District shall contract with a third-party administrator to manage the Plan. The District shall pay 100% of the cost of dental coverage for each full-time employee enrolled in the Plan. The costs of the Plan shall be defined as claims and third-party administration costs. The following plan shall be in effect:

Coverage A	Preventative	100%
Coverage B	Basic	80%
Coverage C	Major	60%
Coverage D	Orthodontia	60%

Deductible amount: \$25 (\$75 family) per calendar year

Plan limits: \$1,000 per person annual limit on Coverage A, B, C (combined). \$1,000 per person lifetime limit on Coverage D.

Eligibility: The eligibility requirements of the dental plan shall be consistent with the medical insurance eligibility requirements. Coverage level shall be at the employee's discretion.

11.7 Life: The District agrees to provide and pay the cost of a group term life insurance policy for each eligible full-time employee in the amount of thirty thousand dollars (\$30,000).

11.8 Reimbursement: A school-year employee who does not notify the District of their resignation for the subsequent school year by June 1 shall be required to reimburse the district for medical, dental and life insurance premiums paid on their behalf for the months of July and August. The Superintendent retains the right to waive the reimbursement requirement at their discretion.

11.10 Flexible Spending Account: All employees shall be eligible to participate in a flexible spending account (FSA) benefit program for unreimbursed healthcare and childcare expenses offered by the District through IRS Section 125 Regulation "Cafeteria Plan", as allowed by law. The maximum annual contribution to the FSA for unreimbursed healthcare expenses shall be \$800. The District shall select the Plan Administrator and pay the monthly administrative fee for participation in this program. All other terms and conditions shall be determined by the District unless expressly specified in this agreement.

## ARTICLE 12 PROFESSIONAL DEVELOPMENT

12.1 Professional Development Funds: The district shall pay for courses, workshops, seminars, conferences, or other training (hereinafter "Course/(s)") which are directly related to the employee's work with the District and are approved by the immediate supervisor and the Human Resource Director. A Course shall be considered directly related to the employee's job if it is designed to make the employee handle their current job more effectively. The Superintendent shall exercise sole discretion as to whether a particular Course sufficiently meets the criteria established in this paragraph.

A. Benefit Amount: Payment or reimbursement under this article is limited to \$3,000 per year for full-time employees, and \$1,500 per year for part-time employees

B. Pre-Approval: Pre-payment or reimbursement under this provision must be requested by the employee and approved by the Superintendent in advance of enrollment. Approval for Courses that take place during the employee's normal work day shall be at the sole discretion of the Superintendent with recommendation

from the employee's supervisor.

- C. Covered Expenses: Payment under this article is limited to registration fees and other course fees charged by the college (e.g., comprehensive, library, and laboratory fees), and shall not be applicable to travel, lodging, meals, materials, or other related expenses. Books will be paid for by the District only when it is required in a credit bearing course.
  - 1. Required Training: For attendance at required (or Principal/Supervisor directed) training, the District shall pay for reasonable lodging, meals, and travel expenses in accordance with District policy and/or procedures. The cost of these expenses shall not be deducted from the employee's professional fund balance, but shall be paid from the Principal/Directors Travel Conference line instead.
- D. Pre-Payment Option: Reimbursement shall be provided only after the employee has provided the Superintendent with proof that he/she has earned a grade of "C" or better, or "pass" in a "pass/fail" option. For conferences, workshops and seminars, the employee shall provide proof of satisfactory completion of the Course (e.g., proof of attendance). Grade reports/proof of completion shall be filed with the Superintendent within three months of the completion of the Course. Employee's who fail to meet the proof of completion requirements outlined herein shall be required to reimburse the District for any payment made in connection with the Course, or shall be required to pay for the costs associated with the Course themselves if no District payment has been made. If reimbursement is required, payment must be made in full (not through payroll deduction) within thirty (30) days of being notified of the reimbursement amount due unless an alternative payment arrangement is approved by the Superintendent. At Superintendent's sole discretion, this reimbursement requirement may be waived in extenuating circumstances.
- E. Benefit Year: Employee's may access professional development funds for any approved Course that is completed between July 1 and June 30 of the corresponding contract year.
- F. Registration: Employees are responsible for registering themselves for all professional development activities covered under Article 12.
- G. Reimbursement Option: Reimbursement shall be provided only after the employee has provided the Superintendent with proof of successful completion as defined in this article. Proof of successful completion shall be filed with the Superintendent within three (3) months of the completion of the Course. An employee's failure to do so will constitute the course not being satisfactorily completed by the employee and the course/activity will no longer qualify for reimbursement.
- H. Leave Payment: If the approved workshop or conference is scheduled on a workday, the employee shall be paid for his/her normal work hours on that day or for the hours spent at the conference or workshop (excluding the lunch break), whichever is greater.
- I. Benefits Upon Separation: Professional development funds outlined in this article are accrued throughout the contract year. Although the employee shall be permitted to request funds in advance of accrual, if the employee voluntarily separates from employment during the contract year, s/he shall be required to reimburse the District for any funds paid, but not accrued at the time of separation. Professional development funds also cannot be used for courses or activities that end after the employee's date of separation. If an employee voluntarily separates from employment prior to completion of an approved activity, s/he shall be required to reimburse the District for any advance payments made on his/her behalf for this course/activity.

**ARTICLE 13**  
**GENERAL PROVISIONS**

- 13.1 Severability: If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 13.2 Complete Agreement: This Agreement incorporates the entire understanding of the parties on all matters, which were the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement. Any established practices recognized under this Agreement will be cited in Appendices.
- 13.3 No Strike/No Lockout: The Association and the Superintendent subscribe to the principle that differences should be resolved by peaceful and appropriate means without interruption to the school program. Therefore, during the life of this Agreement, the Association agrees that there shall be no strike, work stoppage, slow down, or other concerted refusal to perform work by the employees, nor any instigation thereof, and the Superintendent shall not engage in or permit any lockout of employees.
- 13.4 Modifications: This Agreement may not be modified, in whole or in part, except by an instrument in writing duly executed by all parties. (hereinafter referred as a "side letter of agreement"). A signed copy of the side letter of agreement shall be provided to the Association President and a support staff designed. Side letters of agreement that impact all or large groups of employees shall be posted electronically with the master agreement. Side letters of agreement that reference specific employee names shall be maintained confidentially except that the employee(s) named in the side letter of agreement shall be provided a copy for their records.
- 13.5 Notices: Except as specifically provided in this Agreement, all written notices to the Superintendent or the Association, respectively, will be deemed to have been properly served if delivered personally, by email or by first class mail to the Superintendent and the person of the President of the Association, respectively.
- 13.6 Master Agreement Distribution: Copies of the Agreement shall be provided electronically to employees. A paper copy of the Agreement shall be available upon specific request of the employee.

**ARTICLE 14  
DURATION**

14.1 This contract shall become effective as of July 1, 2017 and shall continue in full force and effect until June 30, 2019. If neither the Superintendent nor the Association gives written notice to the other of its intention to negotiate a successor to this Agreement by October 1, as provided in Article 2.1, this Agreement will automatically be renewed and will continue in full force and effect for an additional period of one (1) year as provided in Article 2.2.

IN WITNESS WHEREOF, the parties hereto set their hands and seals.

FOR THE ASSOCIATION

FOR BOARD

\_\_\_\_\_  
s/Association President

\_\_\_\_\_  
s/Board Chair

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPENDIX A  
SIDE LETTER OF AGREEMENT**

- A. The Board and the Association hereby agree to the following relative to the placement of employees onto the 2017-18 salary schedule:
1. Employees employed by the district or former member district prior to 7/1/17 shall be placed on the 2017-18 salary schedule as follows:
    - a. Paraeducators employed by the Essex Town School District on 6/30/17 shall be placed on a step in pay grade 6 that most closely represents their 2016-17 base pay rate (without the extraordinary needs stipend) without going under this rate.
      - i. For the remainder of the 2017-18 school year paraeducators receiving the extraordinary needs stipend will continue to receive said stipend provided they continue to be assigned to student that would qualify them for this stipend. This stipend will discontinue 6/30/18. Assignment of paraeducators into higher pay grade positions (e.g., Interventionist, Individual Assistant) will be made beginning with the 2018-19 school year.
    - b. All other employees employed by the Essex Town School district on 6/30/17 shall be placed on a step (in the corresponding pay grade of the position as outlined in the collective bargaining agreement) that most closely represents their 2016-17 pay rate (without shift differentials) without going under this rate.
    - c. All employees employed by the Westford School District, Essex Junction School District or Essex Union #46 High School District as of 6/30/17 shall be placed on a step (in the corresponding pay grade of the position as outlined in the collective bargaining agreement) that most closely represents their 2016-17 pay rate without going under this rate.
    - d. For school year employees who received a longevity payment during the 2016-17 contract year with a former member district who are no longer eligible to receive said longevity payment, their 2016-17 longevity payment amount will be added to their hourly rate before determining initial step placement on the 2017-18 salary schedule. For example, if an employee who was making \$20.00 received a longevity payment of \$400 and the employee was contracted to work 6.5 hours/day, 189 days/year, the hourly rate adjustment would be \$0.33 ( $\$400 / 189 \text{ days} / 6.5 \text{ hours per day}$ ), for a new calculated rate of \$20.33/hour.
  2. Once the initial step placement is determined as outlined above, the employee shall receive one additional step on the salary schedule.
  3. Custodians employed by the Essex Town School district on 6/30/17 who had been regularly receiving a shift differential prior to the ratification of this agreement shall be placed on a step in pay grade 4 that most closely represents their 2016-17 pay rate with shift differentials without going under this rate. However, said employees shall not be eligible for any additional step placement as outlined in A2 above.
  4. All employees hired on or after 7/1/17 shall be placed on a step (in the corresponding pay grade of the position as outlined in the collective bargaining agreement) that most closely represents their previous 2017-18 pay rate without going under this rate. Said employees shall not be subject to the additional step as outlined above.
  5. Those employees not receiving a pay increase (those who are frozen at their 2016-17 rate) shall receive an increase of \$400 for each year of this agreement until they are eligible for an increase under the salary

schedule.

B. The Board and the Association hereby agree to the following relative to longevity payment for the 2017-18 contract year:

1. Longevity for the 2017-18 contract year shall be paid by the end of March, 2018 and shall only apply to active employees as of the pay date of this longevity payment.

C. The Board and the Association hereby agree to the following relative to employees covered under the Agreement:

1. Tammy Perri shall continue to be covered under the Agreement for as long as her hours do not fall below 20 per week.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

**APPENDIX B  
2017-18 SALARY SCHEDULE**

2017-18 Support Staff Salary Schedule										
Pay Grade	4	5	6	7	8	9	10	11	12	
Step value	\$ 0.27	\$ 0.28	\$ 0.29	\$ 0.31	\$ 0.33	\$ 0.35	\$ 0.37	\$ 0.40	\$ 0.42	
0	\$ 14.00									
1	\$ 14.37	\$ 14.94	\$ 15.54	\$ 16.47	\$ 17.62	\$ 18.85	\$ 20.17	\$ 21.38	\$ 22.66	Minimum
2	\$ 14.64	\$ 15.22	\$ 15.83	\$ 16.78	\$ 17.95	\$ 19.20	\$ 20.54	\$ 21.78	\$ 23.08	
3	\$ 14.91	\$ 15.50	\$ 16.12	\$ 17.09	\$ 18.28	\$ 19.55	\$ 20.91	\$ 22.18	\$ 23.50	
4	\$ 15.18	\$ 15.78	\$ 16.41	\$ 17.40	\$ 18.61	\$ 19.90	\$ 21.28	\$ 22.58	\$ 23.92	1st Quartile
5	\$ 15.45	\$ 16.06	\$ 16.70	\$ 17.71	\$ 18.94	\$ 20.25	\$ 21.65	\$ 22.98	\$ 24.34	
6	\$ 15.72	\$ 16.34	\$ 16.99	\$ 18.02	\$ 19.27	\$ 20.60	\$ 22.02	\$ 23.38	\$ 24.76	
7	\$ 15.99	\$ 16.62	\$ 17.28	\$ 18.33	\$ 19.60	\$ 20.95	\$ 22.39	\$ 23.78	\$ 25.18	
8	\$ 16.26	\$ 16.90	\$ 17.57	\$ 18.64	\$ 19.93	\$ 21.30	\$ 22.76	\$ 24.18	\$ 25.60	
9	\$ 16.53	\$ 17.18	\$ 17.86	\$ 18.95	\$ 20.26	\$ 21.65	\$ 23.13	\$ 24.58	\$ 26.02	
10	\$ 16.80	\$ 17.46	\$ 18.15	\$ 19.26	\$ 20.59	\$ 22.00	\$ 23.50	\$ 24.98	\$ 26.44	
11	\$ 17.07	\$ 17.74	\$ 18.44	\$ 19.57	\$ 20.92	\$ 22.35	\$ 23.87	\$ 25.38	\$ 26.86	2nd Quartile
12	\$ 17.34	\$ 18.02	\$ 18.73	\$ 19.88	\$ 21.25	\$ 22.70	\$ 24.24	\$ 25.78	\$ 27.28	
13	\$ 17.61	\$ 18.30	\$ 19.02	\$ 20.19	\$ 21.58	\$ 23.05	\$ 24.61	\$ 26.18	\$ 27.70	
14	\$ 17.88	\$ 18.58	\$ 19.31	\$ 20.50	\$ 21.91	\$ 23.40	\$ 24.98	\$ 26.58	\$ 28.12	
15	\$ 18.15	\$ 18.86	\$ 19.60	\$ 20.81	\$ 22.24	\$ 23.75	\$ 25.35	\$ 26.98	\$ 28.54	
16	\$ 18.42	\$ 19.14	\$ 19.89	\$ 21.12	\$ 22.57	\$ 24.10	\$ 25.72	\$ 27.38	\$ 28.96	
17	\$ 18.69	\$ 19.42	\$ 20.18	\$ 21.43	\$ 22.90	\$ 24.45	\$ 26.09	\$ 27.78	\$ 29.38	
18	\$ 18.96	\$ 19.70	\$ 20.47	\$ 21.74	\$ 23.23	\$ 24.80	\$ 26.46	\$ 28.18	\$ 29.80	3rd Quartile
19	\$ 19.23	\$ 19.98	\$ 20.76	\$ 22.05	\$ 23.56	\$ 25.15	\$ 26.83	\$ 28.58	\$ 30.22	
20	\$ 19.50	\$ 20.26	\$ 21.05	\$ 22.36	\$ 23.89	\$ 25.50	\$ 27.20	\$ 28.98	\$ 30.64	
21	\$ 19.77	\$ 20.54	\$ 21.34	\$ 22.67	\$ 24.22	\$ 25.85	\$ 27.57	\$ 29.38	\$ 31.06	
22	\$ 20.04	\$ 20.82	\$ 21.63	\$ 22.98	\$ 24.55	\$ 26.20	\$ 27.94	\$ 29.78	\$ 31.48	
23	\$ 20.31	\$ 21.10	\$ 21.92	\$ 23.29	\$ 24.88	\$ 26.55	\$ 28.31	\$ 30.18	\$ 31.90	
24	\$ 20.58	\$ 21.38	\$ 22.21	\$ 23.60	\$ 25.21	\$ 26.90	\$ 28.68	\$ 30.58	\$ 32.32	
25	\$ 20.85	\$ 21.66	\$ 22.50	\$ 23.91	\$ 25.54	\$ 27.25	\$ 29.05	\$ 30.98	\$ 32.74	4th Quartile
26	\$ 21.12	\$ 21.94	\$ 22.79	\$ 24.22	\$ 25.87	\$ 27.60	\$ 29.42	\$ 31.38	\$ 33.16	
27	\$ 21.39	\$ 22.22	\$ 23.08	\$ 24.53	\$ 26.20	\$ 27.95	\$ 29.79	\$ 31.78	\$ 33.58	
28	\$ 21.66	\$ 22.50	\$ 23.37	\$ 24.84	\$ 26.53	\$ 28.30	\$ 30.16	\$ 32.18	\$ 34.00	Maximum

**APPENDIX C  
2018-19 SALARY SCHEDULE**

2018-19 Support Staff Salary Schedule										
Pay Grade	4	5	6	7	8	9	10	11	12	
Step value	\$ 0.27	\$ 0.28	\$ 0.29	\$ 0.31	\$ 0.33	\$ 0.35	\$ 0.38	\$ 0.40	\$ 0.43	
1	\$ 14.60	\$ 15.18	\$ 15.79	\$ 16.74	\$ 17.91	\$ 19.15	\$ 20.49	\$ 21.72	\$ 23.02	Minimum
2	\$ 14.87	\$ 15.46	\$ 16.08	\$ 17.05	\$ 18.24	\$ 19.50	\$ 20.87	\$ 22.12	\$ 23.45	
3	\$ 15.14	\$ 15.74	\$ 16.37	\$ 17.36	\$ 18.57	\$ 19.85	\$ 21.25	\$ 22.52	\$ 23.88	
4	\$ 15.41	\$ 16.02	\$ 16.66	\$ 17.67	\$ 18.90	\$ 20.20	\$ 21.63	\$ 22.92	\$ 24.31	1st Quartile
5	\$ 15.68	\$ 16.30	\$ 16.95	\$ 17.98	\$ 19.23	\$ 20.55	\$ 22.01	\$ 23.32	\$ 24.74	
6	\$ 15.95	\$ 16.58	\$ 17.24	\$ 18.29	\$ 19.56	\$ 20.90	\$ 22.39	\$ 23.72	\$ 25.17	
7	\$ 16.22	\$ 16.86	\$ 17.53	\$ 18.60	\$ 19.89	\$ 21.25	\$ 22.77	\$ 24.12	\$ 25.60	
8	\$ 16.49	\$ 17.14	\$ 17.82	\$ 18.91	\$ 20.22	\$ 21.60	\$ 23.15	\$ 24.52	\$ 26.03	
9	\$ 16.76	\$ 17.42	\$ 18.11	\$ 19.22	\$ 20.55	\$ 21.95	\$ 23.53	\$ 24.92	\$ 26.46	
10	\$ 17.03	\$ 17.70	\$ 18.40	\$ 19.53	\$ 20.88	\$ 22.30	\$ 23.91	\$ 25.32	\$ 26.89	
11	\$ 17.30	\$ 17.98	\$ 18.69	\$ 19.84	\$ 21.21	\$ 22.65	\$ 24.29	\$ 25.72	\$ 27.32	2nd Quartile
12	\$ 17.57	\$ 18.26	\$ 18.98	\$ 20.15	\$ 21.54	\$ 23.00	\$ 24.67	\$ 26.12	\$ 27.75	
13	\$ 17.84	\$ 18.54	\$ 19.27	\$ 20.46	\$ 21.87	\$ 23.35	\$ 25.05	\$ 26.52	\$ 28.18	
14	\$ 18.11	\$ 18.82	\$ 19.56	\$ 20.77	\$ 22.20	\$ 23.70	\$ 25.43	\$ 26.92	\$ 28.61	
15	\$ 18.38	\$ 19.10	\$ 19.85	\$ 21.08	\$ 22.53	\$ 24.05	\$ 25.81	\$ 27.32	\$ 29.04	
16	\$ 18.65	\$ 19.38	\$ 20.14	\$ 21.39	\$ 22.86	\$ 24.40	\$ 26.19	\$ 27.72	\$ 29.47	
17	\$ 18.92	\$ 19.66	\$ 20.43	\$ 21.70	\$ 23.19	\$ 24.75	\$ 26.57	\$ 28.12	\$ 29.90	
18	\$ 19.19	\$ 19.94	\$ 20.72	\$ 22.01	\$ 23.52	\$ 25.10	\$ 26.95	\$ 28.52	\$ 30.33	3rd Quartile
19	\$ 19.46	\$ 20.22	\$ 21.01	\$ 22.32	\$ 23.85	\$ 25.45	\$ 27.33	\$ 28.92	\$ 30.76	
20	\$ 19.73	\$ 20.50	\$ 21.30	\$ 22.63	\$ 24.18	\$ 25.80	\$ 27.71	\$ 29.32	\$ 31.19	
21	\$ 20.00	\$ 20.78	\$ 21.59	\$ 22.94	\$ 24.51	\$ 26.15	\$ 28.09	\$ 29.72	\$ 31.62	
22	\$ 20.27	\$ 21.06	\$ 21.88	\$ 23.25	\$ 24.84	\$ 26.50	\$ 28.47	\$ 30.12	\$ 32.05	
23	\$ 20.54	\$ 21.34	\$ 22.17	\$ 23.56	\$ 25.17	\$ 26.85	\$ 28.85	\$ 30.52	\$ 32.48	
24	\$ 20.81	\$ 21.62	\$ 22.46	\$ 23.87	\$ 25.50	\$ 27.20	\$ 29.23	\$ 30.92	\$ 32.91	
25	\$ 21.08	\$ 21.90	\$ 22.75	\$ 24.18	\$ 25.83	\$ 27.55	\$ 29.61	\$ 31.32	\$ 33.34	4th Quartile
26	\$ 21.35	\$ 22.18	\$ 23.04	\$ 24.49	\$ 26.16	\$ 27.90	\$ 29.99	\$ 31.72	\$ 33.77	
27	\$ 21.62	\$ 22.46	\$ 23.33	\$ 24.80	\$ 26.49	\$ 28.25	\$ 30.37	\$ 32.12	\$ 34.20	
28	\$ 21.89	\$ 22.74	\$ 23.62	\$ 25.11	\$ 26.82	\$ 28.60	\$ 30.75	\$ 32.52	\$ 34.63	Maximum