

MASTER AGREEMENT

BETWEEN

THE BOARDS OF SCHOOL DIRECTORS

FOR THE

CALEDONIA CENTRAL SUPERVISORY UNION

CALEDONIA COOPERATIVE SCHOOL DISTRICT

DANVILLE SCHOOL DISTRICT

PEACHAM SCHOOL DISTRICT

AND THE

CALEDONIA COOPERATIVE EDUCATION ASSOCIATION –

VT– NEA EDUCATIONAL SUPPORT STAFF UNIT

JULY 1, 2020- JUNE 30, 2022

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Acknowledgement of Arbitration

In accordance with 12 V.S.A. §5652(b), the Board and the Association understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the Board and the Association understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in these Articles.

PREAMBLE

This collective bargaining agreement (the "Agreement") is entered into by and between the Caledonia Central Supervisory Union, Caledonia Co-op, Danville and Peacham Boards of School Directors, hereinafter called the "Board", and the Caledonia Cooperative Education Association affiliated with the Vermont Education Association and the National Education Association, hereinafter called the "Association".

Article 1 Recognition

1.1 The Board recognizes the Association, pursuant to Title 21, Chapter 22 of the Vermont Statutes Annotated, as the exclusive representative for collective bargaining purposes concerning the terms and conditions of employment for the Caledonia Cooperative Education Association of the following districts:

- Caledonia Cooperative School District (Barnet, Walden, Waterford)
- Danville Town School District
- Peacham Town School District
- Caledonia Central Supervisory Union (**Note: Certain rights and benefits for support staff employed by the Cabot and Twinfield Union School Districts still apply to CCSU Employees assigned to Cabot or Twinfield School. These grandfathered provisions are marked herein as "Cabot & Twinfield Only." Conversely, certain rights and benefits afforded to support staff employees assigned to Barnet, Danville, Peacham, Walden and Waterford Schools do not apply to CCSU Employees assigned to Cabot or Twinfield School. These provisions are marked herein as "Does not apply to CCSU employees assigned to Cabot/TUS."**)

1.2 **Caledonia Central Supervisory Union:**

The bargaining unit shall consist of all support staff, excluding supervisory administrators, transportation coordinator, maintenance supervisor, food service manager, Supervisory Union office support staff, behavioral interventionists, therapeutic case managers, nurse's assistant, crossing guards, lunchroom monitors or those employees referenced in Article 1.7.

1.2 (Cabot & Twinfield Only):

CCSU employees assigned to the Cabot and Twinfield schools are Driver/Custodian, Bus Driver, and any paraeducator who is employed to work with special education students in any capacity.

1.3 Throughout this Agreement reference to the Board(s) or District(s) shall be deemed to refer to one of the four (4) individual Boards and Districts noted in the Preamble of this Agreement. As such, where action by the referenced Board or District is

required, such action, unless otherwise expressly noted, shall be the action of each individual Board and/or District relative to that District's employees or local bargaining unit.

- 1.4 Throughout this Agreement, reference to the Association or Associations shall be deemed to refer to Association noted in the Preamble of this Agreement. As such, where action by the referenced Association or bargaining unit is required, such action, unless otherwise expressly noted, shall be the action of the Association.
- 1.5 Despite references in the Agreement to the Board or the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, whether or not a member.
- 1.6 Throughout this Agreement, reference to Superintendent shall be deemed to include any administrator to whom the Superintendent has delegated authority to act on his/her behalf.
- 1.7 The term Employee as used in this Agreement does not include any individual who works less than ten (10) hours per week or who is employed as an administrator, supervisor, contractor, exempt Employee, seasonal or temporary employee.

Article 2: Association Rights

- 2.1 The Board and the Association hereby agree that each employee has the right to organize, join and support the Association for the purposes of engaging in collective bargaining and other activities for mutual benefit or to refrain from such activity. The Board and the Association agree that they shall not interfere with, restrain, or coerce any employee in the exercise of any rights covered under Title 21, Chapter 22 of the Vermont Statutes Annotated. The Board agrees it shall not discriminate against any employee with respect to salary or any other terms or conditions of employment by reason of his/her membership in the Association of its affiliates.
- 2.2 The Association will have use of school facilities as set forth in Vermont law. See 16 V.S.A. §2002. In addition, the Association may use such equipment as is normally located for staff use within the school, as well as school audio-visual equipment, upon appropriate request to, and approval of, the principal, provided that such use does not interfere with the teaching of pupils, interrupt normal school operations, or include the posting of denigrating material.

- 2.3 Any cost for repair or replacement as a result of such use of equipment, and for the cost of materials will be borne by the Association.
- 2.4 Any duly authorized Association representatives shall be permitted to conduct and transact official business of the Association on school property, provided that this does not interrupt or interfere with the assigned duties or school programs and operations. Any unauthorized Association representative shall first report to the Principal or his/her authorized designee to receive permission for the same.
- 2.5 The Association shall have the right to use the employee's workroom/lounge for the posting of notices of its activities and matters of Association concern, provide that no matter be placed in the workroom/lounge that is confidential, is derogatory to any school personnel or to the Board. The Association may use the mailboxes for communication to employees, provided that the above negotiated safeguards are followed. Subject to the District rules and guidelines, the Association may use the District's network for email communications and internet service.
- 2.6 The Association's exercise of any retained right or function in a particular manner shall not preclude the Association from exercising the same right or function in any other manner that does not violate the express written terms of this Agreement. The Association's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise such right or function at any future time.
- 2.7 **Dues Deduction:**
The Board agrees to deduct from each employee's salary dues for the Association upon said employee's initial membership therein. Such authorization will be voluntary and in writing. The Board will transmit quarterly said monies deducted to the Treasurer of the Association. Dues will automatically continue to be deducted from an employee's salary unless the employee directs the Association and the Board (through the Superintendent), in writing, between June 1st and June 15th of the preceding year to stop making dues deductions. By July 1st of each school year, the Association shall provide the business office with the dollar amount of the Association dues. The deadline for submitting payroll deduction authorizations for employees new to the District or employees newly electing to join the Association is October 1. Thereafter, any employee authorizations for dues deduction shall be paid in a lump sum.

Responsibilities:

By September 1, the Board shall provide the Association a list of all staff covered under the collective bargaining agreement, and thereafter upon request of the Association, but not more than once per quarter. It is the Association's responsibility

to provide the signed authorization to the Board for payroll deduction by October 1 for new staff. The Board is not responsible for obtaining or counseling employees about joining or not joining the Association. The only duty of the Board is to collect the dues once a payroll authorization is received, signed by the employee. It is up to the Association to collect the dues from those employees who do not authorize payroll deduction. It is the responsibility of the Association to establish dues annually in accordance with state and/or federal law.

- 2.8 Once an employee has been hired and placed, the Association will be informed within ten (10) business days of the hiring and placement. When an employee departs, the Association will be notified within ten (10) business days.

Article 3: Board Rights

- 3.1 Management Rights Clause:

The Board retains all of the rights and functions necessary to determine the educational policies of the District and to effectively manage the District except to the extent that they are expressly and specifically modified by the express written terms of this Agreement. These rights include, but are not limited to, the right to establish the curricula, methodology, and standards of teaching to plan, direct, schedule, assign, transfer, and control work assignments and duties; to determine the means, methods, processes, materials, and equipment necessary to deliver the services provided by the District; to create, review, and eliminate positions; to hire and demote; to discipline, suspend, and discharge; to establish and implement reasonable rules and regulations not in conflict with the express written terms of this Agreement.

The Board's exercise of any retained right or function in a particular manner shall not preclude the Board from exercising the same right or function in any other manner that does not violate the express written terms of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise such right or function at any future time.

Article 4: Employee Rights

- 4.1 The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in application or administration of the Agreement or any other rule, regulation, or policy relating to the terms and condition of Support Staff employment on the basis of race, creed, color, religion, national origin, sex, marital status, age, disability, or any other legally protected status under state or federal law. No grievance involving

an alleged violation of this provision may proceed beyond Step 3 of the grievance procedure.

- 4.2 Whenever any employee is required to appear before the principal, Superintendent, or School Board, concerning any matter which may adversely affect the continued employment of the employee or which could result in disciplinary action, he/she is entitled to have a representative present to advise him/her during such a meeting or interview. Employees shall be advised of the nature of such a meeting at least twenty-four (24) hours in advance, except for in emergencies as determined by the superintendent. When an emergency meeting is called, the employee shall present him/herself as soon as possible, but shall be entitled to meet with his/her representative for a maximum of thirty (30) minutes prior to such meeting.
- 4.3 Any formal complaint regarding an employee made to any member of the administration by any parent, student, or other person which might lead to adverse action against an employee or used in an evaluation will be brought in writing to the attention of the employee in a timely fashion. Complaints will be investigated prior to any disciplinary or other adverse action by the administration or the board containing reference to the complaint. The employee will be given an opportunity to respond to and/or rebut such complaint. The superintendent may place the employee on administrative leave with full pay and benefits during any period of investigation related to a complaint against an employee.
- 4.4 Just Cause – Except for probationary employees, no employee shall be dismissed, suspended, contract non-renewed or disciplined without just and sufficient cause. Any such action will occur only after a meeting between the employee involved and the principal and/or superintendent, at which time the employee will be informed in writing of the specific reasons thereof. The employee, at his/her option, may have a representative present at such a meeting.
- 4.5 In the event that a paraeducator is assigned the task of the personal care of a student; i.e. toileting, changing clothes, etc., the Administration shall provide that no employee perform these duties without having another employee present.
- 4.6 Weingarten Rights - Weingarten rights guarantee an employee the right to Union representation during an investigatory interview. An investigatory interview is one in which a Supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his/her conduct. These rights, established by the Supreme Court, in 1975 in the case of J. Weingarten Inc., must be claimed by the employee. The supervisor has no obligation to inform an employee that she/he is entitled to Union representation.

Article 5: Grievance Procedure

5.1 Definitions

- a. A “grievance” is a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or a misapplication of the terms of this Agreement.
- b. A “grievant” is the person or persons making the claim.
- c. For the purpose of this Article, all “days” will consist of those days when school is in session (meaning students are in attendance). When a grievance is filed after June 1 and on or before September 1, all days will consist of weekdays (meaning Monday through Friday), exclusive of legal holidays as defined by Chapter 7 of 1 V.S.A. Time periods specified in this procedure may be extended by mutual agreement in writing between the grievant or his/her representative and the appropriate administrative official.
- d. By mutual agreement, in writing, between the grievant or his/her representative and the appropriate administrative official, the grievance may be “passed through” to the next step for original filing.

5.2 Rights of the Representation

The grievant will, at all steps in the formal grievance procedure, be entitled to be represented by the Association or by such other representative as he/she may choose, except that at no time will the grievant be represented by an administrative official of the school district.

5.3 Time Limit

No grievance will be valid unless it is submitted pursuant to Section 6.4 hereof, within twenty (20) days of the date the grievant knew of the occurrence which gave rise to the grievance and/or when the party was made aware of the incident.

The time limit for grieving the incident begins within three (3) days of the time the administration has acknowledged awareness of an incident that potentially could lead to a grievance claim.

5.4 Procedure

The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, the Association representative may intervene to assist in the resolution at this informal level. The immediately

involved supervisor will give his/her answer within two (2) days following a meeting at this level. However, should such informal processes fail to satisfy the employee, or the Association if a class grievance, then the grievance will be reduced to writing and the grievance processed as follows:

Step 1 – Grievant may forward a written copy of the grievance to the building Principal, indicating the nature of the grievance and stating the redress sought. A copy thereof will, at the same time, be filed with the Superintendent and the Association. The Principal will arrange for a meeting with the grievant and/or his/her representative(s) to take place within ten (10) days of his/her receipt of the appeal. Each party will have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance.

The Principal will, within five (5) days following this meeting, give his/her written decision, copies of which will be given to the grievant, the Superintendent and the Association. Such written answer will include the reason(s) upon which the decision was based.

Step 2 – If the grievance is not resolved at Step 1, the grievant may, within five (5) days of receipt of the Principal's written response, forward the grievance in writing to the Superintendent of Schools, together with written reason(s) for dissatisfaction with the decision of the Principal and stating the redress sought.

The Superintendent will arrange for a meeting with the grievant and/or his/her representative(s) to take place within ten (10) days of his/her receipt of the appeal. Each party will have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance.

The Superintendent will, within five (5) days of this hearing, give his/her written decision, copies of which will be given to the grievant and the Association. Such written answer will include the reason(s) upon which the decision is based.

Step 3 –

If the grievance is not resolved at Step 2 the matter may revert to an informal process, if both parties agree, in order to find an amicable solution. The time allowed for these informal talks will be ten (10) days from the date of the Superintendent's response or the grievant may, within ten (10) days of receipt of the Superintendent's written response, forward the grievance in writing to the Chairperson of the Board of School Directors, together with written reason(s) for dissatisfaction with the decision of the Superintendent, stating the redress sought.

The Superintendent will arrange for a meeting with the grievant and the Board to take place within twenty (20) days of the Board's receipt of the appeal. Such meeting will be either an open meeting or executive session, at the option of the grievant. Each party

will have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. The Board may deliberate in executive session if it wishes, with its decision to be made in open session. The Board will, within ten (10) days of this hearing, give its written decision, copies of which will be given to the grievant and the Association. Such written answer will include the reason(s) upon which the decision is based.

Step 4 –

- a. If the grievance is not resolved at Step 3, the matter may revert to an informal process, if both parties agree, in order to find an amicable solution. The time allowed for these informal talks will be twenty (20) days from the date of the Board's response, or
 - b. The Association may, within twenty (20) days of receipt of the Board's written response, demand final and binding arbitration. Such demand will be in writing and will be delivered by certified mail to the Superintendent of Schools. The arbitrator will be determined by mutual agreement between the Board or its designated representative and the Association or its designated representative. Should the parties be unable to agree upon an arbitrator within ten (10) days after the date of request, such grievance may be referred to the American Arbitration Association (AAA) under its Voluntary Labor Arbitration Rules. If the demand for arbitration is not filed within the twenty (20) days, the grievance will be deemed withdrawn.
- 5.5 Relating to matters of arbitration, and during the period of time when arbitration is taking place, neither the Board nor the grievant will unilaterally issue any press releases. The decision of the arbitrator will be final and binding.
 - 5.6 The expenses for the arbitrator's service will be borne equally by the Board and the Association. However, each party will be responsible for compensating its own representative and witnesses. If either party desires a verbatim record to be made, it pays for such record. Should both parties desire such record, then the cost of the two (2) transcripts will be divided equally between parties.
 - 5.7 The arbitrator's authority will be limited to interpreting and applying the provisions of this Agreement and he/she will have no power to add to or subtract from, alter, or modify any of the said provisions.
 - 5.8 The Board acknowledges the right of the Association's grievance representative to participate in the processing of the grievance at any level and no employee will be required to discuss any grievance if the Association's representative is not present.
 - 5.9 No reprisals of any kind will be taken against any employee because of his/her participation in this grievance procedure.

- 5.10 The parties to this contract will cooperate in the investigation of any grievance and either party will provide to the other such available information to it as is requested for the processing of any grievance. Should the presentation or hearing of a grievance at any level require that any employee and/or Association representative be released from his/her regular assignment in order to represent or be available as a probable witness, he/she will be released without loss of pay or benefits.
- 5.11 Failure of the appropriate administrative body to render a written decision within the specified time period will permit the grievant to appeal the grievance to the next step. Failure by the grievant to adhere to the provisions of this procedure within the specified time periods will render the grievance null and void.
- 5.12 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participant.
- 5.13 A grievance may be withdrawn or settled at any level prior to an arbitration award without establishing precedent.
- 5.14 Class grievances involving an administrator above the building level may be filed by the Association at Step 3.

Article 6: Individual Contracts

- 6.1 Individual employee contracts will include employee category, assignment, rate of pay, daily hours to be worked and length of the work year. Returning employees will be issued a new contract no later than April 30 of the preceding year. Additionally, newly hired employees will be provided with a copy of the job description and collective bargaining agreement.
- 6.2 Notice of non-renewal of an individual contract will be in writing, and will be delivered to the employee by certified mail or in person no later than April 15, stating the reasons for non-renewal.
- 6.3 An employee receiving a contract will indicate acceptance of the offer by signing and returning it no later than June 1. Failure of an employee to do so may, at the option of the board, be accepted as conclusive evidence of non-acceptance of the offer, and in such instances the job will be considered vacant. An employee may request an extension, but such request will be in writing and written approval of the superintendent will be required.

Article 7: Evaluations and Personnel Files

- 7.1 The Administration shall conduct an annual evaluation of each employee. The evaluation instrument will be defined with criteria stated in writing and the evaluation instrument shall be made available to the employees no later than October 15 of each year. The employee shall be notified twenty-four (24) hours in advance of a formal evaluation. Evaluations will be based on observations of the employee in the performance of his or her assigned duties. The Administration shall not conduct formal observations of multiple employees at the same time. Nothing in this article prevents the administration from conducting routine supervision and/or providing feedback to employees regarding their performance in their assigned duties.
- 7.2 Each employee will receive a copy of the written evaluation report within ten (10) school/work days of the completion of the evaluation. If requested by either the employees or the educator, a post conference will be conducted to discuss the evaluation. The scheduling of the conference shall also occur within the five (5) day period; however, the date of the actual conference need not strictly occur within the five (5) day time limit. 7.3 The employee and the administrator shall sign the official school copy of the evaluation report when completed, indicating that the report has been seen by the employee and discussed with the administrator, and the employee has received a copy of the same.
- Such signature by the employee shall not be construed to indicate either agreement or disagreement with the contents of the evaluation report. No employee will be required to sign a blank or incomplete evaluation form.
- 7.3 The employee has the right to submit a written answer to such evaluation and his/her answer shall be signed and dated by both the employee and the evaluator, and will become attached to and will become a part of the file copy.
- 7.4 In the event of an unsatisfactory evaluation, the evaluator shall identify the areas of deficiency and specific expectations for improvement.
- 7.5 If an employee is placed upon a corrective action plan, it shall include assessments of the skill to be improved, defined objectives for improvement, and methods and means for improvement. The plan will prioritize the deficiencies so they can be addressed in an effective manner by the employee. The administrator will coordinate and supervise support to assist that employee in achieving the levels of identified skills and will

schedule ongoing meetings to discuss progress. The administrator will determine the level of support required and respond accordingly.

- 7.6 Employees will have the right, upon request, to review the contents of their personnel file and employee will have the right to have a representative accompany him/her during such review. An employee will have the right to indicate those documents and/or materials in his/her file, which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the superintendent and if he/she agrees, at the sole discretion of the Superintendent, the documents will be destroyed.
- 7.7 No adverse material concerning employees conduct, service, character, or personality will be placed in the personnel file without the employees having an opportunity to review such material. The employee shall receive a copy of the material and shall acknowledge that he/she has had a chance to review such material by signing a copy to be filed, with the express understanding that the signature in no way indicates an agreement with the contents. The employee has the right to submit a written answer to such material and his/her answer will be attached to the file copy.
- 78 The Board agrees to establish only one (1) personnel file to be kept in the office of the Superintendent. All items evaluative in nature that are placed in the personnel file must be signed by the employees.

Article 8: Employee Classifications and Definitions

- 8.1 The following words and phrases used in this contract, unless a different meaning is expressly required by the context shall have the following meaning:
 - A. Full Year Employees: Employees hired by the Board on a year round basis. The number of hours per week shall be determined by the Board.
 - B. Intermediate Full Year Employees: Employees hired by the Board who work more than the school year but less than 49 weeks per year.
 - C. School Year Employees: Employees hired by the Board to work during the normal school year. The number of hours per week shall be determined by the Board.
 - D. Part Time Employees: Employees hired by the Board who work less than the school year.

- E. Employee Categories: Administrative Assistants, Bus Drivers, Cafeteria Employees, Head Cafeteria Employees, Custodians, Head Custodians, Life-skills Interventionist, Para-educators, Speech Language Assistant, Student Support Center Assistant.

8.1 - Cabot & Twinfield Only:

The following words and phrases used in this Agreement, unless a different meaning is plainly required by the context, shall have the following meanings:

- Board – School Directors elected to manage the School District. As used herein, the term Board shall mean the Cabot School Board of Directors and Twinfield School Board of Directors, unless either is noted individually.
- Administrator – A person employed by the Board, the majority of whose time is assigned to managerial or supervisory duties and who is employed as a Superintendent, Principal, Coordinator or Supervisor.
- Support Personnel – Staff members employed by the Boards in the positions of paraeducators, custodian, bus driver, custodian-bus driver, food service worker or administrative assistant.
- Negotiations – The process of meeting, conferring, consulting and discussing in good faith for the purpose of reaching an agreement as to matters of salary, related economic conditions of employment, grievance procedures, and other mutually agreed upon subjects not in conflict with laws or statutes of the State of Vermont.
- Days – Unless otherwise specified “days” shall mean days when school is in session.
- School-Year Employee – Any staff member whose annual employment contract is 190 days or less, established in accordance with the student school year.
- Full-Year Employee – Any staff member whose contracted work year is greater than 190 days.
- New Employee – Is a person with no previous employment in the School District in the job category for which he/she is hired, or a person rehired after termination for any reason or an employee returning after more than two (2) years after the date of the employee’s lay off due to reduction in force (RIF).
- When singular is used in the Agreement, it is to include the plural.

Cabot/TUS Job Categories - Are defined as follows:

- a. Custodian – Normal responsibilities include custodial work only.
- b. Custodian-Driver – Normal responsibilities include an eight-hour day which includes custodial work done in the school year and vacations and a minimum of two (2) hours per school day for bus driving.
- c. Driver – Normal responsibilities include only bus driving and no custodial work.
- d. Paraeducator – Normal responsibilities include supervisory, clerical, educational assistance, technology and health services, as defined by job description.
- e. Individual Health Paraeducator – Sub-category shall be comprised of:
 - L.N.A. (licensed nurse assistant) and;
 - Critical Care Paraeducator (non-licensed assistant). Duties/responsibilities could include working with students requiring handling of bodily fluids, assistance with urinary and/or bowel functions, assistance with feeding, physical care and/or lifting.
- f. Health Services Paraeducator – Sub-category shall be comprised of:
 - L.P.N. (Licensed Practical Nurse) and;
 - R.N. (Registered Nurse) Duties/responsibilities will be commensurate with those of the health services of a licensed practical nurse or registered nurse.
- g. Administrative Assistant – Normal responsibilities include secretarial and clerical work, as defined by job description.
- h. Food Service Worker – Normal responsibilities include preparation of, serving and cleaning up after meals in the school breakfast and lunch program.
- i. Cook – Duties include ordering and inventory, preparation of, serving and cleaning up after meals in the school breakfast and lunch program and other responsibilities as assigned by the food service manager.

8.2 All salaries, benefits, duties and planning time for part-time support staff will be prorated based on his or her full-time equivalency (FTE) status, unless specified differently elsewhere in this Agreement. For purposes of proration only, 30 hours per week equals a 1.0 FTE. Employees who work seventeen hours or less per week are not eligible for benefits.

Article 9: Conditions of Employment

- 9.1 Employees shall not be required to work under conditions which constitute an imminent threat to their health and safety. However, this provision shall not be construed as a guarantee of health or safety to any employee.

Every new employee will serve a probationary period of ninety (90) working days. During the probationary period, the employee may be suspended, dismissed, or non-renewed without just cause, and such a decision by the Superintendent shall not be grievable.

- 9.2 The Association will be provided an opportunity to discuss and provide input before an existing job description is changed.

9.2 Cabot & Twinfield Only

Each employee in the bargaining unit shall be under the supervision of a designated supervisor who shall customarily assign and supervise the employee's work.

- 9.3 Employees who are required to lift and/or carry as a regular part of their employment shall be so notified in their job description.
- 9.4 Employees who are required as a condition of employment to incur financial costs shall have said costs paid by the District. The employee must have prior written approval of the principal or associate principal in order to claim payment, unless the costs were incurred in a fashion or situation that was not anticipated or foreseen.
- 9.5 Mileage Reimbursement: Any support staff who is requested to use his/her automobile for district travel during the course of his/her employment, other than to and from school, as authorized and/or required shall be reimbursed for mileage at the current IRS allowable rate. This travel would consist of traveling to and from conferences, and other designated locations as requested by administration. Reimbursement shall be made following submission of a voucher by the support staff to the building administrator or supervisor, or his/her designee. This does not include reimbursement for in-district travel for professional development days within CCSU.
- 9.6 Any support staff who work regularly less than eight (8) hours per day will be assured of a fifteen (15) minute paid break, daily. Any support staff who work regularly eight (8) hours per day or more will receive two (2) fifteen (15) minute paid breaks, daily.
- 9.7 Support staff shall have an unpaid half hour, duty free lunch schedule each day.

9.7 Cabot & Twinfield Only

Any support staff who work 6.5 hours or more per day shall have a paid half-hour, duty-free lunch scheduled every day.

The work day for full-time support staff members shall be as follows:

- a. Custodian and Administrative Assistants/Secretaries – customarily eight hours per day, including a 30-minute lunch
- b. Paraeducators – 6.75 hours/day, including a 30-minute duty-free lunch.
- c. The work year for paraeducators shall be 179 days. Each year paraeducators will be notified no later than June 30th of the in-service dates they will be expected to attend in the upcoming year.

9.8 School Closings:

- A. When schools are closed due to severe weather conditions, school-year support staff shall not be required to work. A school-year employee agreeing to work at the request of an administrator shall receive their regular rate of pay for that day.
- B. In the event of early dismissal because of emergency conditions, the work day for all school-year support staff will end when students have safely departed, but a regular wage will be paid. Emergency conditions, in the context of this provision, refer to situations or conditions that pose a threat to the health, safety, and general welfare of the student body or the staff.
- C. Employees shall not be required to make up snow days unless the make-up days are scheduled as student days. If part of the school day is cancelled (delayed opening or early releases) the employees shall be paid for the full day. Scheduled early release days are not included in this provision and employees will only be paid for time worked on those days.
- D. In regards to delayed opening, the work of the employee will begin fifteen (15) minutes before the students starting time, other than essential staff as defined by the administration.

9.9 Tuition Reimbursement

The Board will provide an amount of money equal to the actual cost of two three-credit courses up to the UVM in-state tuition rate. Such amount of money will be applied toward courses, conferences, seminars, workshops, mileage, etc. related to employment and pre-approved by one of the Principals.

9.10 Custodians, Bus Drivers, and Cafeteria Workers:

- A. Changes in custodian's or bus driver's normally scheduled shift will not be made without a week's advance notice unless a situation arises which could not have been anticipated such as illness of an employee, damage which must be immediately repaired, etc. Work schedules will not be changed in an arbitrary or capricious way nor without consultation with the employees involved. During non-student days, all custodians shall be customarily assigned to the regular day shift unless a different shift is previously assigned to accommodate weekend schedules or evening schedules. Weekend duties will be equitably assigned.
- B. To prevent damage to personal clothing and to present an official public appearance, the district shall provide to all custodians and bus drivers who request it reimbursement of up to \$250 for five shirts, five trousers, two jackets and one liner, and coveralls. Custodians and bus drivers will be eligible for reimbursement following the probationary period. It is expected that those who request clothing will wear them on the job and not off duty. Care and cleaning of the clothing shall be the employee's responsibility.
- C. The district will reimburse support staff for footwear that is directly related to their work in the District as follows: Food Service staff up to \$100.00 per year; Custodial Staff up to \$150.00 per year for OSHA-approved footwear. Employees will be reimbursed for footwear purchased after submitting proof of purchase.

9.11 The Board shall provide the equivalent of three (3) days training, as determined by the Board in its sole discretion, for each paraeducator. Such time may be in the form of full days, half days, or a number of hours outside the school day.

9.12 School Bus Drivers:

- A. Upon submission of receipts or other documentation, school bus drivers and custodian-drivers on field trips of eight (8) hours or more shall be reimbursed for meals, overnight expenses and other expenses previously approved.
- B. All drivers shall be paid for morning driving hours whenever school is cancelled because of inclement weather or other emergency.
- C. The district will pay renewal fees for drivers required to hold the Commercial driver's License, above and beyond the renewal fee for a Vermont driver's license.

9.13 Paraeducators/Life-skills Interventionists (**Cabot/TUS does not have Life-skills Interventionists**):

- A. Paraeducators who participate in IEP meetings, grade-level meetings, staff meetings, school-related evening events or any educational functions that require an extension of their work day shall be paid for the additional time at their regular rate.
- B. When a paraeducator serves as a teacher substitute, the paraeducator will be paid his/her pay plus \$15 for each half day, not to exceed a maximum of \$30 per day. For purposes of this subsection, a half day is defined as a minimum of 2 hours. In addition, the District will make a good faith effort to retain a substitute to fulfill the normal duties of the paraeducator.

9.14 Administrative Assistants:

- A. Administrative Assistants whose days require an extension for their workday shall receive their hourly rate for the additional hours worked.

Article 10: Leaves

10.1 Sick Leave: Sick Leave is maintained electronically for each employee through iVisions or a comparable tool.

Paid sick leave may be used for the following purposes and shall be subject to the following conditions:

- Personal illness or medically related absences including medical appointments. Employees who have used five (5) consecutive sick days may be required to provide a physician's statement verifying the illness and/or the fitness of the employee to return to work.
- Health related care of members of the employee's family or immediate household.

Note: Consideration will be taken for the care of employee's children, understanding that a family may have multiple children that may become ill in a short period of time due to a temporary illness. In this event physician verification may not be warranted.

Sick Leave Accrual - Employees will begin each contract year with a credit of fifteen (15) days of sick leave, and may accumulate sick wellness leave up to a maximum of ninety (90) days. The Superintendent may request satisfactory evidence in any instance in which he/she has reason to believe that sick leave is being misused.

Sick Leave Accrual - Cabot & Twinfield Only

Full-year employees with 0-5 years will be granted ten (10) sick days with pay each school year. Full-year employees with six (6) or more years shall be granted thirteen (13) sick days with pay each school year.

All other employees covered by this agreement shall be granted eleven (11) sick leave days with pay each school year.

During their first year of employment, newly hired school-year employees will earn sick days at a rate of one (1) per month and two (2) days in June. During their first year of employment, newly hired full-year employees will receive one (1) day per month up to a maximum of ten (10) sick days.

Unused annual sick leave may be accumulated to a maximum of one hundred fifteen (115) days.

10.2 Sick Leave Bank: **(Does not apply to CCSU employees assigned to Cabot/TUS)**: The CCSU agrees to the establishment of a sick Leave Bank which shall be administered by a committee composed of three (3) Association members and two (2) Board members. The Association shall submit an annual accounting of members, days and use no later than November 1st of each year.

- A. The maximum number of days accumulated in the Bank may not exceed eight hundred (800) days. Accumulated days in the bank, below the ceiling of 800 shall be carried over from year to year.
- B. Employees may contribute up to three (3) sick leave days to the Bank by October 1 of the school year.
- C. Employees must use all personal sick days of their own prior to using the Bank. Employees in need of extra sick days may request use of the days currently in the bank.
- D. Once eligible for long term disability insurance, the employee shall not use the sick Bank.

Procedures:

1. In the event of an extended illness which exhausts all of a Staff's accumulated sick leave days, the staff person may apply to the Sick Leave Bank for additional sick leave days and may use the sick leave bank days only until long term disability insurance becomes available.
2. Upon application by a staff member or the employee's designee, if the staff member is so incapacitated as to not be able to apply, the committee shall review the application and they shall verify medical verification of illness from the attending physician and render a decision as to whether or not sick bank days shall be granted, and if granted and shall grant sick leave days according to the established limits.

3. Payment for sick bank days shall be at full salary and the granting of these days shall not affect the employee's accumulation of sick leave days in future years.
4. Any employee's unused sick leave that exceeds the allotted amount to be carried over per individual employee of ninety (90) days will be donated to the CCSU sick leave bank.
5. The superintendent's office will document the individual district's accumulated contribution to the CCSU sick/ wellness leave bank.

10.2 Sick Bank (CCSU Employees assigned to Cabot & Twinfield):

In the event that an employee needs additional sick days, the President of the Cabot ESP Association or the Twinfield ESP Association may make a written request to the Superintendent, to be approved by the School Board, to permit any employee for the School District to donate up to two (2) sick days to the individual in need. Request for use of the sick bank must be accompanied by a doctor's note or other appropriate documentation.

10.3 Long Term Disability: (Does not apply to CCSU employees assigned to Cabot/TUS)

The Board agrees to provide a long term disability (LTD) policy for each employee. The plan will pay 66% of an employee's per diem rate of pay at the time of the disability. LTD will commence on the 91st calendar day of illness for each occurrence of illness until cessation of illness. The employee is required to access the LTD once eligible. The Employee may opt to retain any unused sick leave days once LTD eligibility status is realized. Once eligible for LTD, the employee shall receive only the difference between the LTD and their regular salary for the extent of the employees' accrued sick leave. The employee's unused sick leave days will be accumulated until his/her return to work.

The Board shall continue to contribute premium costs of the medical, dental or applicable life insurance plans provided pursuant to this Agreement for a period of six (6) consecutive months commencing with the notification date of eligibility for disability benefits or the end of the school year (August 25 – June 20), whichever is greater.

10.4 Personal Leave:

Each employee will be entitled to up to Four (4) days of paid leave each school year for personal necessity. Except in an emergency, all personal leave should be requested at least twenty-four (24) hours in advance and will require the approval of the administration.

Personal leave is in no way to be construed as additional sick leave or vacation time and is not accumulated. Personal leave days will not be used for extending a holiday or vacation. The Superintendent has the right to limit the total number of leaves on any day, based on the needs of operating and providing services to students. Personal leave will be given priority over other leave requests due to the employee's personal circumstances.

The Superintendent or designee may approve personal leave to extend a holiday or vacation period due to special or extenuating circumstances.

10.5 Professional Leave:

Up to three (3) professional days per year for the purpose of visiting other schools or attending meetings, conferences, workshops, conventions, or clinics of an educational nature, may be granted by the Principal or CCSU Administrator. Requests for professional leave will be submitted in writing to the principal at least two weeks before the requested leave day. Whenever feasible, the employee shall be notified within one week whether his/her request has been approved. **Note:** Additional professional leave may be approved by the Administration.

10.5 Professional Leave - Cabot & Twinfield Only:

Up to five (5) full days may be granted for attendance at professional education conferences, workshops or meetings, or school visitations, subject to the approval of the Superintendent or designee. Professional development leave may be scheduled on a normal work day, or an employee may be granted additional days for professional development outside the employee's normal work schedule. Requests for professional leave must be submitted at least two (2) weeks in advance. The Superintendent will issue a decision regarding professional leave in writing and within one week of receiving the request. Unused leave is not cumulative from year to year. Professional development activities will be consistent with the requirements of Vermont law, the strategic and action plans of the supervisory union and its member districts, or personal professional development plans.

10.6 Bereavement/Emergency Leave:

Up to five (5) days shall be granted without loss of pay for each death of certain members of the employee or the employee's spouse or domestic partner's immediate family, specifically spouse, child, sibling, parent, grandparent, grandchild, aunt or uncle or those who stand in place of the parents and any other member of the employee's household. Requests for bereavement leave shall specify the name and relationship of the decedent. Additional bereavement leave days with pay may be granted at the discretion of the Superintendent.

10.7 Parental and Family Leave:

The purpose of this Article is to notify employees of their rights under the Family Medical Leave Act (FMLA) and the Vermont Parent and Family Leave Act (VTPFLA). The provisions of this Article are not intended to either enlarge or diminish a support staff's rights under either statute. Unless specifically modified by this Article all definitions, rights, benefits and obligations created by the FMLA and/or the VTPFLA, including any regulations duly adopted there under, will apply.

10.8 **Parental Leave:**

A parental leave of absence without pay for a period of up to one (1) year will be granted to an employee, male or female for the purpose of child rearing, of a newly born child or the adoption of a child. Such leave will be less than one year if the leave commences after the beginning of the school year. An employee requesting parental leave will, except in the case of an emergency, notify the Superintendent, in writing, sixty (60) calendar days prior to the date on which the leave is requested to begin. The specific length of this leave is to be stated in such a request. However, the employee may not return after May 1 except at the sole discretion of the Board.

Upon termination of the leave, the employee will be restored to his or her former position or a similar position (subject to any reduction in force action), and all benefits that existed before such leave began (including but not limited to accumulated sick leave) will be restored unless modified by a new contract. During such leave an employee will have the option of continuing participation in the group insurance program(s) if he/she pays the full premium in monthly installments as they become due, provided this does not conflict with the insurance carrier's regulations.

10.9 **Leave of Absence:**

A leave of absence without pay for up to one (1) school year may be granted by the Board to pursue professional development or for other personal reasons.

A. All benefits to which an employee was entitled at the time the leave commenced, including, but not limited to, unused sick leave and credits towards seniority eligibility will be restored upon his/her return, and if possible he/she will be assigned to the same position or a similar position which he/she held at the time the leave commenced. During the period of absence, the support staff employee will have the option to remain an active participant in all insurance benefit programs by contributing the full amount including the district's contribution.

B. An employee on such leave of absence will be subject to the reduction in force provisions of the Agreement.

C. An employee requesting a leave of absence must submit the request by May 1; the request must be submitted at least thirty (30) days before the beginning of the leave. The Board may, in its sole discretion, grant exceptions to these dates, if unforeseen circumstances arise.

D. An employee will notify the Board of intent to return his/her position sixty (60) days prior to the expiration date of the leave, or May 1 of the school year in which the leave expires, whichever is earlier. Failure to provide such notification will be accepted as conclusive evidence that the employee does not intend to return effective as of the notification date.

10.9 Leave of Absence (Cabot & Twinfield Only):

The Board, upon written request from an employee, may grant an unpaid leave of absence for any reason for up to one year. The employee granted such leave shall be guaranteed re-employment in his or her prior category assignment or to a substantially equivalent position by the Board. All benefits to which an employee was entitled at the time his or her leave commenced, including, but not limited to, unused sick leave and seniority eligibility, shall be restored to him or her upon return to employment in the District. During said leave, group health and dental insurance shall be retained provided the employee pays the full insurance premiums. Insurance premiums should be paid one month in advance at the supervisory union office. Except in cases of emergency, a written request will be presented to the Superintendent at least thirty (30) days in advance.

10.10 Leave Pro-Ration:

Part-time employees shall be entitled to all leaves noted in this Article on a pro-rata basis, based upon the employee's full-time equivalency (FTE) under one of the following methods:

- A. An employee contracted to work partial days for an entire school year shall be entitled to a total number of days noted in this Article but shall be paid for each day at the per diem rate for the day of the absence; i.e., an employee contracted to work one-half a day will receive a one-half a day of pay for each day of absence.
- B. An employee contracted to work full days for part of the school year shall receive full pay for each day of absence but shall only be entitled to a pro-rata number of specified days of leave.
- C. An employee contracted to work partial days for part of the school year shall have both the specified number of days and his/her pay for each day pro-rated by his/her FTE.

10.11 Military Leave:

The Board shall comply with the requirements of federal and state law, including the Uniformed Services Employment and Reemployment Rights Act, regarding such military leave for employees.

10.12 Association Business Leave:

The President(s) or his/her designee may take up to one (1) day of paid leave to conduct Association business.

10.13 Jury Duty:

An employee called for jury duty or subpoenaed shall be excused from work as found necessary by the court. However, he/she must inform the principal as soon as notice

from the court is received and shall verify the dates of the actual jury duty. If an employee is either released by the court before his/her hours of employment are over or able to report to work before court duty is required, the employee is required to report to work. Compensation for each day of jury duty will be at the employee's regular rate less the amount paid by the court. Any sum given to the employee on jury duty as a travel expense is to be retained by the employee.

10.14 Earned Vacation Days:

Each full year Employee will earn annual paid vacation leave according to the following schedule:

1. First year of service one (1) week
 2. Second to sixth years of service two (2) weeks
 3. Seventh to fifteenth year of service three (3) weeks
 4. Sixteen plus years of service five (5) weeks
- A. During the first year of employment, employees will earn vacation on a pro rata basis. Therefore after, vacation will be allotted as of July 1.
 - B. During the first year of employment, vacation time may not be used during the first six months of employment, except in cases of emergency or special circumstances. The pay for one week of vacation is calculated based upon the number of hours worked in the employee's individual contract.
 - C. After the first year of employment, employees will be paid for any unused vacation should the employee leave the employment of the district.
 - D. Vacation time must be approved in advance by the principal. Vacation time is noncumulative. Up to five (5) days of unused vacation days may be carried forward into the next year. Administrative Assistants who are not full year time employees but work a minimum of 15 days in excess of the school year shall be entitled to two weeks of vacation time when school is not in session after completion of three full years of employment, which will be prorated for part- time employees.

10.14 Earned Vacation Days – Cabot & Twinfield Only

Each full-year employee whose individual contract does not stipulate a specific number of work days shall earn vacation at the following rate per school year:

Years of Experience	Days per Month	Maximum Days per Year
0-5	1	11
6-10	1 ½	16
11 and Above	2	21

Vacation days will be earned in accordance with the above. Employees may use vacation when it is earned, conditioned on supervisor's approval. New employees may not use vacation time until his/her probationary period is complete, except in extraordinary circumstances. If an employee terminates prior to the end of the contract year, his/her vacation days shall be prorated accordingly. If the employee has utilized more vacation days than the prorated entitlement, there shall be an adjustment in their final paycheck. A full-year employee may carry over up to five (5) vacation days to be used in the next contract year.

- 10.15 Vacation leave can be taken at any time throughout the calendar year when students are not in attendance, except as noted in 10.16, provided five (5) work days' notice is given by the employee to his/her supervisor and subject to the approval of the administration. Employees who earn four (4) weeks of vacation, however, shall take at least the equivalent of one week during the school year.
- 10.16 One summer school vacation week, usually occurring between and including the second week of July and the second week of August may be designated as a time when no full-year employees will take vacation days. The supervisor will determine the scheduling of this week in consultation with the employees. If the supervisor and the employees are unable to agree, the week shall be designated by the supervisor. Employees will be notified of this week by the preceding May 1.
- 10.17 **Holidays:**
- A. Full-year employees: Will be entitled to the following Eight (8) paid holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving and the day after, Christmas Eve and Christmas Day.
 - B. School-year employees: Will be entitled to the following five (5) paid holidays: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.
 - C. Holidays that fall on a weekend will be celebrated on Monday or Friday at the Board's discretion. Holidays that fall when school is in session will be designated by the Superintendent.
- 10.15 **Holidays – Cabot and Twinfield Only**
Twinfield - Administrative Assistants will be granted 10 holidays, pro-rated based on their contract beginning and end dates.

Each full-year employee whose individual contract does not stipulate a specific number of work days will be granted the following paid holidays:

New Year's Day
MLK Day

President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Day prior to Christmas
Christmas Day

In addition, each full-year employee is eligible for two "discretionary" holidays as determined by the Superintendent. Each year, the Superintendent will review the calendar and identify the selected discretionary holidays. Eligible employees will be notified of these discretionary holidays prior to the start of the contract year.

If a holiday falls on a student day, full-year support staff will be entitled to take a day off as a "floating" holiday with pay at a mutually agreeable date during the fiscal year.

- 10.16 Employees who are on vacation leave during a period of time that includes a holiday shall not be charged with vacation leave for the holiday.

Article 11: Insurance

- 11.1 The Board agrees to provide health and dental coverage to those employees represented by the support staff association who work at least 30 hour per week. Employees who work less than 30 hours per week may participate in the health insurance plan at their cost and subject to the condition of the insurance carrier.

11.2 **Health Insurance:**

The Board will contribute an amount of money toward the cost of health insurance premiums for each full time employee participating in one (1) of the four (4) group health insurance plans offered by the Board through VEHI. The Board's contribution to the costs of a full time employee's health insurance premium will not exceed 80% of the premium costs for the VEHI Gold CDHP Plan. The Board agrees to offer single, two-person, parent-child and family health insurance coverage. An employee electing coverage under the VEHI gold CDHP Plan or a more expensive group health Plan offered by VEHI will pay the difference in premium cost between the cost of the Plan selected by the employee and the amount contributed by the District. An employee selecting coverage under a less expensive Plan offered by VEHI may apply the District's premium contribution to the cost of the Plan selected in an amount up to but not to exceed the full cost of the annual premium for the Plan selected. **(Sunsets 12/31/20)**

In addition to the premium contributions referenced above, the Board will establish and maintain Health Reimbursement Accounts (HRA) for employees who select coverage under any of the Plans offered by VEHI. The Board will fund 100% of the cost of the HRA for the payment of deductibles, co-payments and/or co-insurance required under each Plan offered by VEHI: \$2500 for a single plan and \$5000 for a two-person, parent/child, or family plan.

Payments for eligible OOP charges incurred will be made in accordance with the practice and policies of the HRA Administrator contracted by the Board. The Board may issue debit cards to facilitate such payments.

Should a medical insurance policy become available with an alternate insurer, providing equal or improved benefits at a reduced premium cost, the Board and the Association, as individual parties or in concert, reserve the right to re-open negotiations regarding the provisions of Article 11. **(Sunsets 12/31/20)**

11.2 Health Insurance – Cabot & Twinfield Only:

The District will contribute an amount of money toward the cost of health insurance premiums for each full-time employee participating in one (1) of the four (4) group health insurance plans offered by the District through VEHI. The District's contribution to the cost of a full time employee's health insurance premium will not exceed 85% of the premium costs for the VEHI Gold CDHP Plan. The Board agrees to offer single, two-person, parent-child and family health insurance coverage. An employee electing coverage under the VEHI Gold CDHP Plan or a more expensive group health Plan offered by VEHI will pay the difference in premium cost between the cost of the Plan selected by the employee and the amount contributed by the District. An employee selecting coverage under a less expensive Plan offered by VEHI may apply the District's premium contribution to the cost of the Plan selected in an amount up to but not to exceed the full cost of the annual premium for the Plan selected. **(Sunsets 12/31/20)**

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

Gold CDHP Plan: Maximum out of pocket (OOP) costs of \$2,500 single coverage, \$5,000 other coverages. Employees are responsible for the first \$400 of OOP costs required for single coverage and the first \$800 for two person, parent-child or family coverage. The District will fund the remaining OOP costs of \$2,100 (single coverage) or \$4,200 for two persons, parent child or family coverage through a Health Reimbursement Account (HRA).

Platinum Plan: Maximum out of pocket (OOP) costs of \$2,800 single coverage, \$5,600 other coverages. Employees are responsible for the first \$400 of OOP costs

required for single coverage and the first \$800 for two person, parent-child or family coverage. The District will fund the next OOP costs of \$2,100 (single coverage) or \$4,200 for two persons, parent child or family coverage through a Health Reimbursement Account (HRA). Employees will then be responsible for the last \$300 of OOP costs required for single coverage and the last \$600 for two persons, parent-child or family coverage.

Gold Plan: Maximum out of pocket (OOP) costs of \$3,100 single coverage, \$6,200 other coverages. Employees are responsible for the first \$400 of OOP costs required for single coverage and the first \$800 for two person, parent-child or family coverage. The District will fund the next OOP costs of \$2,100 (single coverage) or \$4,200 for two persons, parent child or family coverage through a Health Reimbursement Account (HRA). Employees will then be responsible for the last \$600 of OOP costs required for single coverage and the last \$1,200 for two persons, parent- child or family coverage.

Silver Plan: Maximum out of pocket (OOP) costs of \$4,000 single coverage, \$8,000 other coverages. Employees are responsible for the first \$400 of OOP costs required for single coverage and the first \$800 for two person, parent-child or family coverage. The District will fund the next OOP costs of \$2,100 (single coverage) or \$4,200 for two persons, parent child or family coverage through a Health Reimbursement Account (HRA). Employees will then be responsible for the last \$1,500 of OOP costs required for single coverage and the last \$3,000 for two persons, parent- child or family coverage.

Funds in the HRA will be available and may be used solely to pay for qualified medical and prescription drug expenses that track towards the annual deductible, co-payment or co-insurance expenses required by the Plan selected. Unspent HRA funds will not rollover or accumulate from year to year, but will revert to the Board, subject to a ninety (90) day run out period.

Payments for eligible OOP charges incurred will be made in accordance with the practice and policies of the HRA Administrator contracted by the Board. The District may issue debit cards to facilitate such payments. The Parties understand and agree that the use of debit cards and automatic payment options may only be available in cases where the employee has established a Flexible Spending Account (FSA) under the WNESU Flexible Benefits Plan from which payment for the employee's share of OOP payments can be made. The WNESU Flexible Benefits Plan document will allow employees to roll over funds in the employee's FSA from one calendar year to the next to the extent allowed by law.

The Board agrees that the prescription drug ("RX") deductibles will not be subject to the negotiated "first dollar" payments otherwise required hereunder until such time as the HRA Administrator contracted by the Board demonstrates the ability to coordinate employee first dollar RX payments with RX payments due from the employer, whether paid via debit card or otherwise. After the RX deductible has been met Employees are subject

to the applicable co-insurance cost for RX as provided in the plan design for the plan selected. The debit card may be used to pay the employee OOP co-insurance obligation for RX, provided that the employee has established an FSA account.

The District will be responsible for the administrative costs of operating the HRA plan. Any substantive or procedural issue related to the operation or administration of the HRA Plan not specified herein is left to the discretion of the District. **(Sunsets 12/31/20)**

Effective July 1, 2020, pursuant to 16 V.S.A. chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangements and health savings accounts, shall be governed by the written agreement incorporating the terms of the statewide health insurance bargaining found in Appendix B of this collective bargaining agreement. **(Sunsets 12/31/20)**

11.3 Domestic Partner Coverage:

The Board agrees to extend health and dental insurance to the “domestic partners” of employees and to the children of these domestic partners. It is expressly understood that the cost of said benefits will be borne by the support staff member and/or the domestic partner.

Domestic Partner – Meets the following criteria:

- The persons are each other’s sole domestic partner and have been in an enduring domestic relationship sharing a residence for not less than six consecutive months,
- The persons are eighteen years or older,
- Neither person is married to anyone,
- The parties are not related by blood closer than would bar marriage under Vermont law,
- The persons are competent to enter into a legally binding contract and,
- The persons have agreed between themselves to be responsible for each other’s welfare.

An employee may obtain benefit coverage at their expense for his or her domestic partner by submitting an application or statement, signed and sworn by the employee and his/her domestic partner, declaring that the domestic partner relationship meets the criteria in 11.3 above.

An employee may obtain coverage for the child of his/her domestic partner at their expense provided all of the following criteria are met:

- A. The child otherwise meets the eligibility criteria for dependent children under the provisions of the health and dental benefit plans.

B. The child can be, and is, claimed as a dependent by the employee and/or domestic partner for federal income tax deduction purposes.

C. The child resides with the employee and their domestic partner.

D. The employee and their domestic partner have agreed between themselves to be jointly responsible for the child's welfare. **(Sunsets 12/31/20)**

11.4 Commission on Public School Employee Health Benefits:

The health insurance provisions in this agreement (11.2 and 11.3) shall remain in effect until such coverage is replaced by health insurance benefits mandated by the Commission on Public School Employees Health Benefits pursuant to the provisions of 16 V.S.A. 2101-2108. **(Sunsets 12/31/20)**

Effective December 31, 2020, the existing Articles 11.2, 11.3, and 11.4 above shall sunset and will be replaced by the following new provision on January 1, 2021:

11.1 Health Insurance & Related Health Benefits

A. Commission on Public School Employee Health Benefits Commission. The Board shall provide employees health insurance and related benefits as required by the arbitration award and the resolution of negotiations by the Commission on Public School Employee Health Benefits pursuant to the provisions of 16 V.S.A. §2101-2108.

B. Grievance. Notwithstanding any other provisions of this Agreement, including Article 6, Grievance Procedure, any dispute or claim alleging that there has been a violation, misinterpretation or misapplication of the terms of the arbitration award and/or health insurance and benefits as required by the Commission on Public School Employee Health Benefits, shall be referred to the Commission for resolution. The Commission on Public School Employee Health Benefits shall have exclusive jurisdiction regarding any such dispute or claim regarding the provisions of health insurance or related health benefits.

This subsection B, shall not be effective unless and until such time as the Commission is authorized and negotiates, through the statutory process, a grievance procedure for the resolution of such disputes or claims.

11.5 Dental Insurance:

The Board shall contribute 100% of the premium for single coverage for each support staff employee who qualifies for the District's dental insurance plan subject to Article 10.1.

An employee shall have the option to purchase two-person or family coverage under this plan in accordance within the provisions of the carrier, at the employee's expense, through payroll deduction.

This article will go into effect starting July 1, 2021. For the remainder of FY21 the contribution will be 50% of the premium for single coverage.

11.6 Workers' Compensation:

An employee injured in the course of employment is insured by the employer through workers compensation insurance. This is mandated by law and provides applicable payments for medical bills, resulting disabilities, and loss of wages per Vermont Workers' Compensation statute [21 V.S.A. Chapter 9].

If Workers' Compensation coverage is denied by the carrier, the employee may use accumulated sick days, and employees may not use sick leave benefits while on Workers' Compensation.

11.7 Payment in Lieu: (Does not apply to CCSU employees assigned to Cabot/TUS)

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 \$500 in lieu of insurance (payable in equal bi-weekly installments). Eligible part-time employees, with an FTE of .75 or higher, electing not to participate in the health insurance may receive a pro-rated sum equivalent to their FTE. The sum in lieu of insurance will be an annual option for eligible employees, who must make such election prior to June 1 of the preceding school year on a form available from the Superintendent. 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 offered to all qualifying employees provided said employee certifies that he or she has other health insurance coverage and said insurance coverage is not provided through a Vermont Public School District, via a spouse or domestic partner or parent. All other terms and conditions shall be as defined in the District's Section 125 plan document.

11.8 Life Insurance: (Does not apply to CCSU employees assigned to Cabot/TUS)

The Board will provide a group life insurance policy for each employee in the amount of \$30,000 to be paid to the employee's designated beneficiary or estate, subject to the regulations of the carrier.

Article 12: Orientation and Training

- 12.1 The Board shall provide a safe work environment that complies with all state and federal requirements.
- 12.2 All paraeducators working with students having an Individual Educational Plans (IEPs) or a 504 Plan shall have access to goals, strategies and methods in the IEPs/504 as determined by the administration.
- 12.3 The District shall reimburse employees for Hepatitis B immunization if the employee's insurance has denied a claim. The employee shall provide a statement of denial from the insurance company.
- 12.4 **(Cabot & Twinfield Only)**
Food service staff shall be required to attend and pass Food Safety and Sanitation Courses provided by the Agency of Education, Department of Health or Child Nutrition Programs. Course will be taken and passed within the first ten (10) months of hiring. Failure to do so may result in termination of employment. Food service staff will be required to take at least two (2) workshops per year to stay current with new trends and information pertaining to School Food Service Industry. Workshops approved by the administration shall be paid in full.
- 12.5 Should the District require any school visitations or attendance at meetings, courses, workshops, conferences or other training, the Board will provide time off with pay if regular work time is missed due to the training. If additional time outside regular hours is necessary, the School District will pay the employee the rate indicated by the Master Agreement. The employee and supervisor may mutually agree to adjust regular work hours so the training may take place within them. The Board will reimburse the employee for travel costs in accordance with IRS rates, room accommodations as approved, meals up to \$45 per day and other expenses as previously approved.
- 12.6 The Board shall encourage support staff members to pursue educational opportunities which enhance their success as employees of the supervisory union. These opportunities may include, but shall not be limited to courses, workshops and conferences. Subject to administrative approval, funds set aside for support staff professional development shall be made available by request and/or as determined necessary by administration.

Article 13: Salary and Compensation

- 13.1 Wages for all employees covered by this Agreement are set forth in the attached Appendix A. For the period of this agreement (July 1, 2020 – June 30, 2022) the parties have agreed to a "new money" (i.e., total percentage increase due to step movement and increase to the wage schedule) allocation of 2.5% for Year One (FY 21) and 3.0% for Year Two (FY 22).

- 13.1 **(Cabot & Twinfield only)** CCSU employees assigned to Cabot and Twinfield schools shall remain on the Cabot/Twinfield salary schedule for the term of this agreement.
- 13.2 Initial placement on the wage schedule shall be determined by the Superintendent. No new employee will be placed higher than existing employees with the same job category. Placement will be determined by criteria based on years of experience and training. In exceptional circumstances, such as the need to fill positions where there is a critical skill shortage, the Superintendent has the discretion to place the employee where needed to fill the position. Once placed on the wage schedule, the employee will advance according to the provisions of this agreement.
- a. Any full time support staff member employed prior to February 1 of any school shall be given credit for one (1) year of service toward the next salary increment step for the following year, provided that said employee completes the school year in which he/she was hired.
 - b. Any part time support staff member employed prior to February 1 of any school year shall be given credit on a pro-rata basis for one(1) year of service toward the next salary increment step for the following year, provided that said employee completes the school year in which he/she was hired.
- 13.3 On a bi-weekly basis, employees with irregular hours shall be paid on actual hours worked as reported on time sheets. The wages of employees on a standard school year contract shall be paid on a bi-weekly basis, commencing at the start of the school year. The employee may elect either 22 or 26 equal payments paid in 2 week intervals, as long as the payments are in accordance with existing law. In the event that an employee elects 26 payments, all money owed the staff member may be paid in one lump sum check on the last payroll period in June or have the checks deposited or mailed bi-weekly as during the school year.

Call-in pay for custodian(s) will be a minimum of 2 hours portal to portal. Overtime applies to the time worked beyond the scheduled 40 hours per week.

A statement of gross pay and all deductions shall accompany every paycheck.

Support staff who are required to work more than forty (40) hours in one (1) week shall be paid overtime at the rate of 1 ½ times their regular hourly rate of pay for overtime worked. This applies only to hours actually worked, excluding any leave. No employee will be compelled to work evenings and/or weekends if he/she is not eligible for overtime under this provision. Employees who are required to work on Sundays and/or holidays*, as set forth in this Agreement will be paid at the rate of 1 ½ times their

regular rate of pay for work performed on these days even if this time does not exceed 40 hours for a week. A week is defined as Sunday through Saturday.

** holidays that occur when school is in session will not be eligible for 1½ times their regular hourly rate of pay, but may be taken as a floater when school is in session (see Article 10.15).*

- 13.4 Support staff shall be paid for time spent at supervisory duties during field trips or other school functions, including hours employees are designated to be sleeping as part of their supervisory duties, and/or for working at a facility with students.
- 13.5 The Association will receive notification ten (10) days in advance of any change in an employee's status or assignment. If notification in advance is not possible, then the Association will be notified within five (5) days of the change.
- 13.6 If an employee works temporarily outside his/her normal job category in a higher paid job category, the employee shall be paid accordingly:
 - a. An employee temporarily reassigned for five (5) or fewer days will remain in the lower pay category.
 - b. An employee temporarily reassigned for six to ten (6 to 10) consecutive days will be paid at the higher pay category during the days of temporary reassignment.
 - c. An employee reassigned for more than ten (10) consecutive days will be considered as having a permanent reassignment.
 - d. If at any point the reassignment becomes obsolete, the employee will be returned to his/her original job category.
- 13.7 Employees shall be compensated at their regular hourly rate of any workdays beyond those for which they are normally contracted.
- 13.8 An employee voluntarily terminating employment will receive vacation pay, if applicable, on a pro-rata basis based upon the length of time worked. Such payment will be made at the time the employee receives his/her last paycheck, providing the terminating employee has no financial obligations to the District.
- 13.9 On a bi-weekly basis, employees with irregular hours shall be paid on actual hours worked as reported on time sheets. The wages of employees on a standard school year contract shall be paid on a bi-weekly basis, commencing at the start of the school year. The employee may elect either 22 or 26 equal payments paid in 2-week intervals as long as the payments are in accordance with existing law. In the event that an employee elects 26 payments, all money owed the staff member may be paid in one lump sum check on the last payroll period in June or have the checks deposited or mailed bi-weekly as during the school year. On a quarterly basis, the Superintendent may adjust pay to account for unpaid time off.

13.10 Employees may choose to have his or her pay directly deposited into up to two accounts with the amount to be deposited in each account decided by the Employee. Employees will be paid on Fridays every other week for the pay period that ends the prior week. For school-year employees, the first paycheck of the school year will be issued no later than the second Friday in September. Time sheets indicating the actual hours worked shall be submitted to payroll at the end of each pay period.

13.11 When a mistake is found in an employee's contract, his/her pay will be adjusted retroactively to the correct amount in accordance with the salary schedule and the employee will reimburse the district if they have been overpaid or the district will compensate employees who have been underpaid. Repayment will be distributed under a mutually agreed upon plan.

13.12 Payroll Deductions:

The Board agrees to administer the following payroll deductions as authorized by an employee and provided such authorization is received by the Business Office.

A. Financial Institutions

B. Tax Sheltered Annuities

C. Disability Insurance **(Does not apply to CCSU employees assigned to Cabot/TUS)**

D. Health Insurance Contributions

E. IRS Section 125 Account for contributions allowed by regulation

F. Association Dues

G. Other vendors as specifically approved by the Board

Such authorization shall continue in effect from year to year unless revoked in writing. Changes in payroll deductions may be made provided Human Resource and/or the Business Office has received 30 days' notice in advance of the intended change from the employee authorizing that change.

13.13 Retirement: (Does not apply to CCSU employees assigned to Cabot/TUS)

Upon retirement, employees with twenty (20) years of service in CCSU or its member school districts will be paid \$1,000.00.

Article 14: Reduction in Force

14.1 No employee shall be laid off under the terms of this Article, if the reduction can be accomplished through attrition. **Support staff who are to be laid off due to reduction in force at the end of a fiscal year shall be notified by certified mail postmarked no later than April 15th.**

14.2 The board may determine the need for a reduction in force where there is a loss in funding, a drop in student enrollment or when it believes there are viable reasons to do so.

- A. Layoffs will be by job category.
- B. If a layoff is necessary, that staff member with the least seniority within the job category will be laid off first.
- C. Seniority shall be calculated from the date beginning with the employee's employment with the District determined by the time/date stamped as received in the supervisory union office regardless of the job category within the bargaining unit. Seniority will not be accrued during any period in which the employee is not employed by the District. Part-time support staff will accrue seniority on a pro-rata basis. Seniority will continue to accrue during periods of paid leaves of absence. The seniority list shall be updated annually and kept on file at the supervisor union office.

14.3 An employee who has been laid off shall be recalled by the Board to any vacancy which occurs in his/her job category, including long-term substitute positions, during the twelve (12) months immediately following the effective date of the layoff. The most senior employee in a particular job category laid off shall be the first employee recalled in that job category. It is understood that accumulated leave benefits including seniority and sick leave will be reinstated to an employee returning to employment after a reduction in force of less than two years. An employee returning after a reduction in force of two years or more will not have benefits reinstated.

14.4 Notice of recall shall be by certified mail (Return receipt requested) and E-mail (read receipt requested). If the employee does not indicate their acceptance of the position within ten (10) days of receipt of the recall notice, he/she shall be deemed to have refused the position and waived further recall rights under this Agreement. It is the obligation of the employee to keep physical address and email up to date with the central office.

14.5 **Transition of Seniority:** CCSU employees assigned to Cabot or Twinfield School shall have their seniority accrued under Washington Northeast Supervisory Union recognized by the Caledonia Cooperative Supervisory Union.

Article 15: Vacancies

- 15.1 Prior to the filling of any employee position in the Districts, or the Supervisory Union a written notification of the vacancy will be posted on the supervisory Union's website, and sent in an email to all CCSU employees. Such notification will be made in order to provide interested persons time to apply for such positions.
- 15.2 Notification of all vacancies for support staff positions shall be posted in the school building as they occur and staff shall have the option of applying for available positions. In the filling of vacancies, preference will be given to persons already employed, provided that their qualifications for such vacancies are at least equal to those of other applicants. Preferential consideration means the employee is guaranteed a thorough interview and review of candidacy. In all other respects, the employee's candidacy will be given equal consideration as that of all other candidates for the position. No effort will be made to fill the employee's present position until a decision has been reached on the requested transfer. In no instance shall the request of an employee be construed to mean that said employee is given automatic transfer.
- 15.3 The Board agrees that support staff employees are eligible to apply for and serve as leaders of co-curricular activities. Support staff employees shall receive the compensation level defined for that purpose.
- 15.4 In the event a new position is created within the bargaining unit, a job description will be sent to the president(s) of the association(s) within 2 weeks of the creation of the position and/or the hiring of a person in that position.

Article 16: Negotiations Procedures

- 16.1 Written notification from either party of the desire to negotiate a success or agreement will be made by September 30. The Board and the Association agree to meet commencing not later than November 1, unless otherwise mutually agreed upon, for the purpose of negotiating in good faith to reach an agreement for the year beginning July 1st on any subject, pursuant to Title 21, Chapter 22. The Board, in accordance with Vermont law, will not negotiate with any employee's organizations other than the Association.
- 16.2 The representatives of the Board and the Association will meet regularly at mutually agreed times until final agreement is reached.
- 16.3 During negotiations, the representatives of the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals.

- 16.4 Representatives for the Board and for the Association will be empowered to make tentative agreements.
- 16.5 When a tentative agreement is reached, it will be put in writing as a memorandum of understanding between the parties and submitted to the Boards and Association for ratification.
- 16.6 The Board will make available to the Association for inspection and duplication at reasonable time and places, data and information pertinent to the negotiations. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional or lay representatives to assist in negotiations.

Article 17: General Provisions

17.1 Severability:

If any section, subsection, provisions, clause, or portion of this Agreement shall for any reason become invalid, or be deemed so by a court of competent jurisdiction, such section, subsection, provision, clause, or portion of the Agreement shall be deemed a separate, distinct, and independent provision and such invalidity shall not affect the validity of the remaining portions thereof. The parties shall meet within ten (10) days to clarify and/or amend the affected portions of the Agreement.

17.2 Individual Contract Consistency:

Any individual contract between the Board and an individual employee heretofore or hereinafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

17.3 Printing and Publication:

Within one month following ratification of the Agreement by both parties, the Board shall post a copy of the Agreement on the Supervisory Union web page. The Board shall give one printed copy to each new employee before said employee signs an individual contract.

17.4 Notices:

Except as specifically provided in this Agreement, all written notices to the Board or the Association, respectively, will be deemed to have been properly served if delivered electronically first and then personally or by certified mail to the Chair of the Boards and Superintendent and the President of the Association at the school at which he/she

teaches. Furthermore, a copy of such notice shall be sent to the applicable school representative for the Association.

17.5 Time Deadlines:

Unless otherwise specifically provided in this Agreement, all time deadlines provided in this Agreement shall consist of school days from September 1 – June 12. From June 12 through August 31, days shall be weekdays, exclusive of legal holidays.

17.6 This Agreement incorporates the entire understanding of all parties on all matters which were the subject of negotiations. During the term while this Agreement is in force, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement. All other matters not incorporated in this Agreement remain within the purview of the Board which retains the right to manage and direct the operation of the District/Supervisory Union in order to efficiently carry out its mission in accordance with Vermont State Statutes.

Article 18: Duration

18.1 This Agreement shall become effective on July 1, 2020 and shall expire on June 30, 2022. Thereafter, the Agreement shall automatically be renewed for one (1) year periods beginning each succeeding July 1 unless either party shall give notice of its desire to terminate or amend the Agreement according to Article 16, Negotiations Procedures.

18.2 Notwithstanding any other provision in this Agreement, in the event that a successor to this Agreement has not been ratified by the Board and the Association as of the expiration date of this Agreement, no salary increase shall be provided unless and until a successor to this Agreement is ratified which expressly provides for such increases. Notwithstanding the above, eligible employees shall receive column movement.

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

By: CALEDONIA COOPERATIVE EDUCATION ASSOCIATION

Roxanne Roberts
President – Roxanne Roberts

2/3/21
Date

William Douglas
Chief Negotiator – William Douglas

1/29/21
Date

By: CALEDONIA CENTRAL SUPERVISORY UNION

Patrick Healy
Board Chairperson – Patrick Healy

1-27-21
Date

By: CALEDONIA COOPERATIVE SCHOOL DISTRICT

Lynette Farnham
Board Chairperson – Lynette Farnham

1-28-21
Date

By: DANVILLE SCHOOL DISTRICT

Bruce Melendy
Board Chairperson – Bruce Melendy

Jan. 26, 2021
Date

By: PEACHAM SCHOOL DISTRICT

Mark Clough
Board Chairperson – Mark Clough

01/26/2021
Date

TWINFIELD AND CABOT
Support Staff Wage Schedule July 1, 2020-
June 30, 2021

Appendix A

Wage Step		Rate	Starting Step	Wage Step		Rate
1	A	\$ 13.60		12	A	\$ 19.32
1	B	\$ 13.60		12	B	\$ 19.32
2	A	\$ 14.12	Driver/ Driver-Custodian	13	A	\$ 19.84
2	B	\$ 14.12		13	B	\$ 19.84
3	A	\$ 14.64		14	A	\$ 20.36
3	B	\$ 14.64		14	B	\$ 20.36
4	A	\$ 15.16		15	A	\$ 20.88
4	B	\$ 15.16		15	B	\$ 20.88
5	A	\$ 15.68		16	A	\$ 21.40
5	B	\$ 15.68		16	B	\$ 21.40
6	A	\$ 16.20	LPN Health Para	17	A	\$ 21.92
6	B	\$ 16.20		17	B	\$ 21.92
7	A	\$ 16.72		18	A	\$ 22.44
7	B	\$ 16.72		18	B	\$ 22.44
8	A	\$ 17.23		19	A	\$ 22.96
8	B	\$ 17.23		19	B	\$ 22.96
9	A	\$ 17.75		20	A	\$ 23.48
9	B	\$ 17.75		20	B	\$ 23.48
10	A	\$ 18.27		21	A	\$ 24.00
10	B	\$ 18.27		21	B	\$ 24.00
11	A	\$ 18.80		OS	OS	\$ 24.95
11	B	\$ 18.80				

TWINFIELD AND CABOT
Support Staff Wage Schedule July 1, 2021-
June 30, 2022

Appendix A

Starting Step	Wage Step		Rate
Paraeducator/Food Service Worker	1	A	\$ 13.88
	1	B	\$ 13.88
Individual Health Para	2	A	\$ 14.40
	2	B	\$ 14.40
	3	A	\$ 14.92
	3	B	\$ 14.92
Custodian/Cook	4	A	\$ 15.44
	4	B	\$ 15.44
	5	A	\$ 15.96
	5	B	\$ 15.96
	6	A	\$ 16.48
	6	B	\$ 16.48
	7	A	\$ 17.00
	7	B	\$ 17.00
	8	A	\$ 17.51
	8	B	\$ 17.51
Admin Assistant	9	A	\$ 18.03
	9	B	\$ 18.03
	10	A	\$ 18.55
	10	B	\$ 18.55
	11	A	\$ 19.08
	11	B	\$ 19.08

Starting Step	Wage Step		Rate
	12	A	\$ 19.60
	12	B	\$ 19.60
Driver/ Driver-Custodian	13	A	\$ 20.12
	13	B	\$ 20.12
	14	A	\$ 20.64
	14	B	\$ 20.64
	15	A	\$ 21.16
	15	B	\$ 21.16
	16	A	\$ 21.68
	16	B	\$ 21.68
LPN Health Para	17	A	\$ 22.20
	17	B	\$ 22.20
	18	A	\$ 22.72
	18	B	\$ 22.72
	19	A	\$ 23.24
	19	B	\$ 23.24
	20	A	\$ 23.76
	20	B	\$ 23.76
	21	A	\$ 24.28
	21	B	\$ 24.28
	OS	OS	\$ 25.23

Appendix B

Terms and Conditions as Required by the Arbitration Award and Resolution of Negotiations between the Commission of Public School Employee Health Benefits Pursuant to the Provisions of 16 V.S.A. Chapter 61

Article I. Recognition:

1.1 In accordance with 16 V.S.A. Chapter 61 (Act 11 of the 2018 Special Session of the Vermont General Assembly) (hereafter Act 11) , the five (5) representatives of participating employees on the Commission on Public School Employee Health Benefits (Employee Commissioners) are recognized as the exclusive bargaining representative of eligible employees for all aspects of representation within the jurisdiction created by Act 11. The five publicly elected school board member Commissioners appointed by the Vermont State School Boards' Association (Employer Commissioners) are recognized as representing the interests of the employing and governing school districts and supervisory unions throughout the State of Vermont within the jurisdiction created by Act 11. Together, the Employee Commissioners and the Employer Commissioners constitute the Commission on Public School Employee Health Benefits (Commission).

Article II. Definitions:

2.1 The following definitions shall be applicable to this document of the Commission (Document):

- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).
- b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees) providing employment services requiring a professional administrator's license from the AOE.
- c) Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722.

Article III. Scope of Bargaining:

3.1

- a) Determining eligibility for health benefit plans and tiers of coverage for school employees;
- b) Standardizing the duration of health insurance coverage during a term of employment;
- c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time.
- d) Researching, vetting and establishing a system of third-party administration that is efficient and competent, technologically sophisticated and manageable, and accountable to employers and employees;

3.2 The parties agree that nothing herein is intended to preempt or regulate an aspect of educational system employment that is outside of the statutory jurisdiction conferred upon the Commission.

Article IV. Plan Offerings:

4.1 All participating employees who are eligible for coverage will be able to select one of the four plans offered by the Vermont Education Health Initiative (VEHI): Platinum, Gold, Gold Consumer-Driven Health Plan (CDHP) or Silver CDHP.

Article V. Eligibility for Health Benefit Coverage:

5.1 Beginning on January 1, 2021, all public-school employees who work on average a minimum of 17.5 hours per week during the school year or calendar year shall have the right to enroll in a health benefit plan with an employer subsidy to pay for premium and out-of-pocket (OOP) costs. Employees may elect coverage for themselves, their spouses, domestic partners and other qualified dependents from any of the four (4) tiers (e.g., single, two-person, parent/child[ren] and family) in any of the four (4) plans (e.g., Platinum, Gold, Gold CDHP or Silver CDHP) offered by VEHI. Spouses of employees shall include those by marriage, domestic partnerships, or civil unions.

5.2 Full-time status for determining the amount of employer-subsidized coverage for premium costs will be based on full time or full time equivalent (FTE) definitions as locally negotiated or determined.

5.3 Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions toward premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made in full and not pro-rated.

5.4 Employees will not be subject to a probationary period before being permitted access to health insurance coverage for which they are eligible.

5.5 Health insurance coverage for new employees or employees newly eligible for health insurance coverage will start at the earliest possible date consistent with current VEHI/Blue Cross Blue Shield of Vermont (BCBSVT) enrollment rules.

5.6 An employee seeking to obtain benefit coverage for the employee's domestic partner and the child(ren) of that domestic partner must satisfy the following criteria and submit the attached affidavit to the district business office.

Domestic Partner/Child(ren) of Domestic Partner

The employee and the domestic partner are each other's sole domestic partner and have been in an exclusive and enduring domestic relationship sharing a residence for not less than six consecutive months before enrolling in their school district's health benefit plan; and The employee and the domestic partner are 18-years old or older; and Neither the employee nor the domestic partner is married to anyone; and The employee and the domestic partner are not related by blood closer than would bar marriage under Vermont law; and The employee and the domestic partner are competent to enter into a legally binding contract; and The employee and the domestic partner have agreed between themselves to be responsible for each other's welfare. The employee may be required to produce documentary evidence in support of a

Domestic Partnership affidavit and is required to notify their employer within thirty (30) days after the termination of a Domestic Partnership. Child[ren] of Domestic Partner: The child[ren] otherwise meets the eligibility criteria for dependent child[ren] under the eligibility provisions for school health benefit coverage; and The child[ren] can be, and is, claimed as a dependent by the employee and/or the domestic partner for federal income tax deduction purposes; and The child[ren] resides with the employee and the domestic partner; and The employee and the domestic partner have agreed between themselves to be jointly responsible for the child's welfare.

5.7 Duration of Insurance Availability: the health insurance offered under this Document shall be co-terminus with a covered employee's status as an eligible educational employee and will terminate when such status terminates. Nothing herein, however, is intended to affect a former employee's rights under COBRA or to adversely affect a district or the applicable bargaining unit from negotiating continuing responsibility for COBRA payments in connection with any separation from employment.

Article VI. Premium Cost-sharing: Employers and Employees:

6.1 For Teachers, Licensed School Administrators: Each employer will contribute eighty (80%) percent of the Gold CDHP or eighty (80%) percent of the Silver CDHP for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

6.2 For all Other School Employees: The premium split for support staff will be status quo in the separate districts through December 31, 2021, but in no case shall exceed twenty (20%) percent of Gold CDHP or Silver CDHP plan for any tier of coverage. Beginning on January 1, 2022 all support staff who are not at the 20% premium contribution level will increase the employee contribution by not more than two (2%) percentage points, not to exceed twenty (20%) percent for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

Article VII. Out-of-Pocket Cost Sharing: Employers and Employees

7.1 For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of-pocket (OOP) costs with first dollar contributions through a HRA in the following amounts: for licensed administrators and teachers: \$2100 for single-tier coverage and \$4200 for all other tiers of coverage; for support staff \$2200 for single-tier coverage and \$4400 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP any other VEHI plan. For employees enrolled in the VEHI Silver CDHP, employers will pay medical and pharmacy OOP costs with first dollar contributions through an HRA or HSA, at the individual employee's discretion, in the following amounts: For licensed teachers and administrators: \$2100 for a single tier and \$4200 for all other tiers; for support staff \$2200 for a single tier and \$4400 for all other tiers.

Article VIII. Employees Under Part-time Contract in Two or More Districts/Supervisory Unions:

8.1 Cost Sharing: Employees who have part-time contracts with multiple school district employers, but who meet the minimum eligibility standards hereof on the basis of all such contracted for work, shall be eligible for health insurance coverage according to this Document ("Eligible Employee with Multiple Employers") as follows: Each district will bear a proportional premium, OOP and administrative fees sharing responsibility equal to the part time percentage of the employee's contract. For example, if district "A" has a 60% employment contract/relationship with the school employee, District "A" will be responsible for 60% of the total district costs sharing responsibility set forth herein.

8.2 Plan Administration for Multiple District Employee: For an Eligible Employee with Multiple Employers, administration of the employee's health insurance benefits will be the primary responsibility of the district with the largest contractual relationship. In the event two or more districts have identical contractual relationships with the employee, the district that first employed the employee will have responsibility of administering the employee's insurance benefits.

8.3 Transfers Between Educational Employers: If an Eligible Employee with Multiple Employers transfers between two employers bound by this Document during the course of any one calendar year the employee's coverage under the plan shall remain unchanged. However, the employer obligations under this Document shall be appropriately pro-rated between the two employers and the new employer shall take on applicable administrative responsibilities.

Article IX. General:

9.1 All terms and conditions of this Document will be incorporated by reference into existing collective bargaining agreements in accordance with applicable laws.

9.2 All terms and conditions of this Document will be incorporated by reference into school policies or individual employment contracts that govern health benefits for school employees not in recognized bargaining units in accordance with applicable laws.

9.3 Nothing in this Document shall be construed to deny, restrict or add in any way the right to health insurance coverage through an employer's health care plan that employees and their dependents are entitled to under federal COBRA rules, the federal Family Medical and Leave Act (FMLA), Vermont's Family and Medical Leave Laws, or other state and federal statutes.

Article X. Duration of Statewide Document:

10.1 Two and one-half years commencing July 1, 2020 (per statute) with the stipulation that the status quo prevailing in the various districts with respect to health care will remain in effect between July 1, 2020 and December 31, 2020 and to then implement the new state-wide changes on January 1, 2021 in order to correspond to the health care plan's calendar year status and IRS regulations regarding HRA/HSA funding.

Article XI. Transitioning to a Statewide Third Party Administrator Services in the Interim:

11.1 Employers shall pay the administrative expenses charged by the Third Party Administrator (TPA).

11.2 Autopayment to providers will be the default payment method unless requested otherwise by the bargaining unit.

11.3 The TPA chosen shall be able to provide debit cards to facilitate payments when autopayment is not an option. Debit cards must be provided to employees prior to January 1st of each year of this Document.