

AGREEMENT

Between the

ALBURGH BOARD OF SCHOOL DIRECTORS

and the

GRAND ISLE SUPERVISORY UNION-NEA/VT--NEA/NEA

(for the Alburgh Support Staff)

July 1, 2022 – June 30, 2024

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PREAMBLE

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the ALBURGH SCHOOL DISTRICT, acting through its duly elected and qualified Directors (hereinafter referred to as the "Board"), and the GRAND ISLE SUPERVISORY UNION-NEA/VERMONT-NEA/NEA (hereinafter referred to as the Association)

ARTICLE I - RECOGNITION

- 1.1 The Board recognizes the Association, for the purpose of collective bargaining, as the exclusive representative of a bargaining unit consisting of all support staff employees, subject to the limitations of Article 1.3, of the Alburgh School District, excluding the executive assistant to the principal (per settlement), teachers and administrators.
- 1.2 Unless otherwise indicated, the persons in the above unit will be referred to as ‘employee,” “employees,” or “members of the bargaining unit.”
- Reference to male employees will include female employees and reference to female employees will include male employees where such inclusion would be appropriate.
- 1.3 Permanent part-time employees who work more than ten (10) hours per week, up to and including thirty-five (35) hours per week, are included in the bargaining unit, and will receive economic benefits on a pro rata basis as hereafter noted.

ARTICLE II - DEFINITIONS

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

a. Full-Year Employees

Employees hired by the Board for fifty-two (52) weeks per year. This category includes, but is not limited to custodians and maintenance workers.

b. School-Year Employees

An employee hired by the School District to work while school is in session, with possible limited number of per diem additional days as agreed to by the employee and his/her supervisor, and the Board. This category includes, but is not limited to administrative assistants, paraprofessionals, Behavioral Interventionists, food service professionals, food service manager, health assistant and, if employed by the Board, bus drivers.

ARTICLE III - PROCEDURE FOR NEGOTIATION OF A SUCCESSOR AGREEMENT

- 3.1 The Board and the Association shall schedule meetings as may be necessary to discuss all matters to be negotiated for the subsequent Agreement. Negotiations shall take place in good faith in order to reach agreement upon the subsequent Agreement. Within thirty (30) days of the date of the request for a meeting of the negotiating teams, a mutually convenient place and time for the meeting shall be established.
- 3.2 Consistent with Vermont Statutes, the Board shall make available such public records as may reasonably be deemed necessary for developing constructive proposals. Nothing herein shall be construed as compelling the Board to incur substantial or unreasonable costs in indexing or otherwise compiling any public records or information contained within public records.
- 3.3 Despite the reference in this Article, the Board and the Association each shall have the right to act by committee, or by designated representatives, whether or not members, for each party.

ARTICLE IV - ASSOCIATION RIGHTS

- 4.1 The Board agrees that every employee (excluding the Executive Assistant to the Principal) of the Board has the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other activities of mutual benefit. The Board agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred under Vermont Statutes Annotated, the Constitution of Vermont or the Constitution of the United States; that it will not discriminate against any employee with respect to hours, wages or any other terms or conditions of employment by reason of his/her membership in the Association or its affiliates; his participation in any activities of the Association or its affiliates; collective negotiations with the Board; the institution of any grievance, complaint or proceeding under this Agreement; or otherwise with respect to any terms or conditions of employment.
- 4.2 (a) The Board agrees to deduct from employees' salaries dues for the Grand Isle Supervisory Union-NEA, the Vermont-NEA and the National Education Association as said employees individually and voluntarily authorize said deductions. Money shall be transmitted to the treasurer of the Association on the same schedule as the teachers, and the Association shall disburse such monies to the appropriate Association or Associations. Authorizations shall be in writing and continuous from year to year as long as the person remains employed by the School District, unless he or she notifies the Board and the Association in writing between September 1 and September 30 that he or she wishes to withdraw his/her authorization for dues deductions. The Association shall have the full responsibility for notifying the School District, in writing, of the amounts for each employee to be deducted for each membership year. The School District shall cause such amounts to be deducted in substantially equal installments throughout the school year. The Association shall have the full responsibility for notifying the School District in advance of any changes in the dues deductions. For persons who join the Association after

the start of the school year the same practice for dues deduction shall be employed as is used for teachers.

4.2 (b) Local dues shall be collected within the first 60 days of each school year.

4.3 Employees will be informed of all job openings within the bargaining unit, according to the following procedure:

- a. Should a vacancy occur within the bargaining unit, either through the creation of a new position or a vacancy in an existing position, and should there be no one on layoff status who is eligible for recall to said position, the vacancy shall be emailed to each member of the bargaining unit by the district at a minimum of seven (7) calendar days before public advertisement, during which time current employees shall be given the opportunity to apply to the Superintendent, in writing, for a voluntary transfer to such position.

ARTICLE V - GRIEVANCE PROCEDURE

5.1 Definitions

- a. Any claim by the Association or an employee(s) that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.
- b. A Grievant is the employee or the Association making the claim.
- c. Time Limits. All time limits consist of workdays. Workdays, for the purpose of the procedure, shall mean Monday through Friday, exclusive of holidays.

5.2 Time Limits

No grievance shall be valid unless it is submitted pursuant to Section 5.3 within thirty (30) days after the employee or the Association knew, or should reasonably have known the occurrence which gave rise to the grievance. It is agreed that if no appeal is filed within the time limits provided in this Article, the grievance shall be concluded for the grievant, on the basis of the administration's last decision. If a principal, supervisor or administrator should not answer a grievance within the time limits specified herein, the grievance is advanced automatically to the next step of the grievance procedure (Steps 1 through 3 inclusive) unless withdrawn in writing by the aggrieved party. The time period specified in this procedure may be extended by mutual agreement which has been reduced to writing.

5.3 Procedure for Processing Grievances

The parties acknowledge that it is usually most desirable for an employee or his/her immediate supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the employee or the Association, then a grievance may be filed. The following procedure shall be used:

Step 1. The employee or the Association shall present the grievance, in writing, to the

principal who will arrange for a meeting within five (5) days after receipt of the grievance. The Association's representative, the grievant and the principal shall be present for the meeting. The principal must provide the grievant and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reason(s) upon which the decision was based.

Step 2. If the grievance is not resolved at Step 1, then the grievant or the Association may refer the grievance to the Superintendent within five (5) days after receipt of the answer of the immediate supervisor, or the due date thereof. The Superintendent shall schedule a meeting with the grievant and the Association's grievance representative(s) within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in its presentation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Nothing herein shall be construed as authorizing the use of non-managerial School District employees as such witnesses or counselors during their working time. Upon conclusion of the meeting, the Superintendent will have up to ten (10) days in which to provide his/her written decision to the Association, including the reason(s) upon which the decision was based.

Step 3. If the grievance is not resolved at Step 2, then the grievant or the Association may refer the grievance to the Board within ten (10) days after its receipt of the Superintendent's written answer, or the due date thereof. The Board shall schedule a meeting with the grievant and the Association's grievance representatives within ten (10) days of its receipt of the appeal. Each party shall have the right to include in its presentation such witnesses and counselors as it deems necessary to develop facts

pertinent to the grievance. Nothing herein shall be construed as authorizing the use of non-managerial School District employees as such witnesses or counselors during their working time. Upon conclusion of the meeting the Board will have ten (10) days in which to provide its written decision to the Association, including the reason(s) upon which the decision was based.

Step 4. Binding Arbitration. If the Association is not satisfied with the disposition of the grievance at Step 3 or the Step 3 time limits expire without the issuance of the Board's written answer, then the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The American Arbitration Association shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Board's Step 3 reply, then the grievance will be deemed withdrawn.

- 5.4 Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
- 5.5 Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party will bear full costs for that transcript. Should both parties order a transcript then the cost of the two transcripts will be divided equally between the parties.
- 5.6 The Board acknowledges the right of the Association's grievance representatives to participate in the processing of a grievance at any level and no employee shall be required to discuss a grievance if the Association's representative is not present.
- 5.7 Grievances involving an administrator above the building level may be filed by the Association at Step 2.

- 5.8 No reprisals of any kind will be taken by the Board or the administration against any employee because of his/her participation in the grievance procedure.
- 5.9 The Board, the administration and the Association will cooperate with each other in the investigation of any grievance.
- 5.10 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 5.11 A grievance may be withdrawn or settled at any level without establishing precedent.
- 5.12 Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her principal and have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. If requested by the employee, an Association representative may be present at such informal meeting or discussion in an effort to help resolve the grievance.

ARTICLE VI - CONDITIONS OF EMPLOYMENT

- 6.1 Each new employee (excluding paraprofessionals and Behavioral Interventionists) shall have a probationary period of ninety (90) calendar days. A new employee is a person who upon the signing of this contract has worked less than ninety (90) working days since being hired, or an employee hired on or after the signing of this contract. A new employee may be discharged at any time during the probationary period, and such discharge shall not be a violation of the Agreement and shall not be subject to Article V, Grievance Procedure, of this Agreement.
- 6.2 All newly employed paraprofessionals and Behavior Interventionists shall serve a probationary period of one full school year at which time decisions regarding the renewal or non-renewal of contracts shall be made. The discharge or non-renewal of a paraprofessional or Behavior Interventionist during their probationary period shall not be a violation of the Agreement and shall not be subject to Article V, Grievance Procedure, of this Agreement.
- 6.3 An employee who has completed his/her probationary period shall not be disciplined, suspended or terminated in his/her employment without just cause. A grievance arising under the terms of this section may be filed at Step 2 of the grievance procedure.
- 6.4 In the event of a layoff within one or more job categories, said employee with the greatest seniority will be retained. Employee(s) who have been laid off shall be recalled in seniority order to any vacancy which occurs in his/her job category within a two (2) year period immediately following the effective date of the layoff. Notice of recall shall be by email on file. If the employee does not indicate his/her acceptance of the position within ten (10) workdays (Monday-Friday) after receiving the recall notice, he/she shall be deemed to have refused the position and waived further recall rights under this Agreement. Seniority shall be calculated from the date beginning the employee's most recent period of continuous employment. Employees who work less than twelve (12) months per year shall have their

seniority prorated.

Employees who are to be laid off shall be notified as early as possible, but in no event less than three (3) working weeks prior to the effective date of the layoff.

The paraprofessional or Behavior Interventionist laid off may displace a less senior paraprofessional or Behavior Interventionist within their category. The employee must state his/her desire to the principal within five (5) school days of notice of lay off. The principal shall then notify the least senior unit member of lay off. The least senior member shall be guaranteed three (3) weeks notice.

Employees covered by this Agreement shall be issued contracts by May 15 and required to return contracts by June 15. By June 1st, paraprofessional or Behavior Interventionist shall have an opportunity to meet with their supervisor to discuss next year's assignment.

6.5 (a) Employees who perform overtime as required shall be compensated at the rate of one and one-half his/her normal rate of pay for all time in excess of forty (40) hours per week.

Normally, overtime shall be authorized and required by the employee's immediate supervisor provided; however, the custodians shall assign themselves overtime as may be necessary to respond to an imminent peril to school property. If such a situation occurs, the employee shall first make an attempt to reach the Principal by telephone or other expeditious method. Employees who perform self-assigned overtime shall provide the Principal upon request with details of the work performed and the reason for such self-assigned overtime. If the Principal is dissatisfied with such explanation, the overtime will be paid, but the principal may thereafter deny the employee the privilege of self-assigned overtime.

Except as otherwise stated herein, prior approval of the employee's immediate supervisor is required for all overtime work. In an emergency, employees such as custodians/maintenance employees may be required to work on a holiday, a Saturday or a Sunday. Pay for such work shall be at the rate of one and one-half (1.5) the normal rate of pay. There will be a minimum call in payment of two (2) hours in such cases.

All employees earning overtime shall submit overtime to the Principal every one week. Employees shall be paid for overtime in one week increments.

(b). For school year employees who normally work less than forty (40) hours per week, overtime at straight time will be paid for extra required hours between the employee's normal schedule and the time when forty (40) hours per week is reached. At that time the provisions of Article 6.5(a) shall apply.

6.6 Employees shall not be requested or required to work under conditions which constitute a threat to their health or safety.

6.7 If the Administration requires an employee to have a physical examination, the School District shall pay for it, provided the examination is conducted by a physician or health service designated by the School District.

6.8 Each employee shall be given a copy of his/her job description at the time of employment. Employees who are required to lift and/or carry students as a regular part of their employment shall be so notified.

6.9 If school is canceled on a regularly scheduled school day for inclement weather, physical plant emergency or school-wide illness, and that day is not made up by the end of the school year and causes a school year employee to have worked for less than the number of employment days according to the school calendar as set forth by the Alburgh School Board, the employee shall receive his/her regular rate of pay for such canceled days, the total paid to each employee not to exceed the regular rate of pay for said number of school days. With supervisor approval only, employees may work

their regularly assigned hours on delayed openings or early dismissal days.

6.10 Custodians and Maintenance Workers

- a. When school is in session, custodians shall be assigned to a regular Monday through Friday work shift. During summer and vacation periods, a custodian may be assigned to a regular day shift.
- b. All custodians and maintenance workers shall be allowed a thirty (30) continuous minute lunch period, without pay, and two (2) fifteen (15) minute rest periods, with pay, each workday, to be scheduled with the building principal.
- c. The work schedule for custodians is eight (8) hours per day, forty (40) hours per week.

6.11 Paraprofessionals, Behavior Interventionists, Administrative Assistants, and Health Assistant

- a. Each paraprofessional, Behavior Interventionist and administrative assistant shall be assigned a duty-free lunch period each day of thirty (30) continuous minutes during or within thirty (30) minutes of the time that lunch is served to the students, and one (1) fifteen (15) minute rest period each day, with pay, to be scheduled by agreement between the employee, the teacher and the Principal.
- b. If a paraprofessional and Behavior Interventionist is required to attend a college course or workshop, he/she shall be paid at the normal hourly rate of pay for such time until forty (40) hours per week is reached. Time over that amount shall be compensated at time and a half.
- c. Paraprofessionals and Behavior Interventionists who agree to serve as a substitute teacher shall receive their hourly rate of pay plus Two Dollars (\$2.00) per hour, or the regular substitute rate of pay, whichever is greater. No paraprofessional or Behavior

Interventionist shall be required to substitute if he/she does not wish to do so.

- d. Paraprofessionals and Behavior Interventionists will be required to attend three (3) in-service days as determined by administration, over and above the number of student calendar days per year. The administration may require more additional in-service days. Any in-service days deemed relevant and required by the administration shall be compensated at the regular hourly rate. He/she shall be paid at straight time up to forty (40) hours per week. Time over that amount shall be compensated at time and a half. Paraprofessionals and Behavior Interventionists will be assigned their functions on in-service days by the appropriate administrator/immediate supervisor.
- e. Paraprofessionals and Behavior Interventionists shall attend regular faculty meetings on a rotating basis. The individual attending the faculty meeting shall be awarded his/her regular rate of pay.
- f. Paraprofessionals and Behavior Interventionists shall be assigned adequate hours so that they are able to do paperwork during the hours for which they are paid. Hours shall be at minimum the same as the student day, not to exceed eight (8) hours for the student calendar days per year plus three (3) in-service days. No paraprofessional or Behavior Interventionist shall be requested, required or expected to take paperwork home, or to come to school outside of regular work hours to do planning or paperwork without being paid.
- g. Bargaining unit members shall be given copies of the School Student Discipline Policy. The building principal will meet with the employees and a consistent procedure for handling student disciplinary situations shall be formulated. Employees will be supported when

attempting to discipline students.

- h. The health assistant shall be hired for a minimum of 6.5 hours per day.

6.12 **Food Service Professional, Agent and Certified Food Service Manager**

- a. Each employee shall be allowed one (1) paid fifteen (15) minute rest period each day as time and their work schedule allows, to be scheduled with the head cook, and each employee shall be provided with a thirty (30) minute paid lunch to be scheduled at a time convenient to the operations of the lunch program.
- b. Uniforms, if required, will be provided at no cost to the employee. Hairnets and gloves will be supplied at no expense to the employees.
- c. **Food service professionals** shall work not more than 6.5 hours per day up to 190 days per year as long as the breakfast program continues. When the breakfast program is not running, **Food service professionals** will work not more than five (5) hours per day, up to 190 days per year. The normal work day/year for the food service manager/certified food service manager shall be up to eight (8) hours per day, 190 days per year. Additional days/hours for the food service manager/certified food service manager are subject to Supervisor approval; and if approved, the food service manager/certified food service manager shall be paid at his/her hourly rate.

6.13 The District shall pay for the full cost of any course, workshop, etc. it requires an employee to attend, in addition to any training necessary required to maintain certification necessary for any job category.

6.14 a. Custodians may, at the discretion of the Principal, be eligible for, and receive, tuition reimbursement not to exceed \$200.00 per employee for any conference, course, workshop or seminar they attend if said attendance will improve their job performance. Courses or workshops required of an employee by the District (see Section 6.15 above) shall not count against the employee's tuition reimbursement

allotment.

b. The Board will reimburse all other bargaining unit members an amount not to exceed the cost of three (3) credit hours per employee per year for study at a recognized college, university or other appropriate source or institution for any conference, course, workshop or seminar they attend. Courses will be approved in advance, in writing, by the Superintendent. Courses or workshops required of an employee by the District (see Sections 6.12 and 6.15 above) shall not count against that employee's tuition reimbursement allotment.

- 6.15 A newly hired employee shall be given adequate training for the duties he/she is assigned. Such training shall be the responsibility of the appropriate supervisor. The full range of their job responsibilities shall be made known to them by the administration. If the new programs or the use of new materials are expected of a current employee, the same procedure shall be followed as for a new employee.
- 6.16 Employees new to the job category in the District, as well as employees new to the District, shall have their experience and education evaluated by the Superintendent and a placement on an appropriate step (and column, if applicable) of the salary schedule will be recommended to the Board for approval. Credit shall be given for experience and education reasonably related to the position for which the employee has been hired. No new employee will be placed on a wage schedule step that is greater than that of a current employee with the same experience as the new employee.
- 6.17 Effective July 1, 2022, there will be no future "off grid" movement. Any employee who reaches the final step of the column they are in shall remain at the step.

ARTICLE VII - LEAVES

- 7.1 a. Full-year employees shall be entitled to fifteen (15) paid sick leave days per year. Unused sick leave days shall be accumulated from year to year with a maximum limit of eighty-five (85) days.
- b. School year employees shall be entitled to twelve (12) paid sick leave days per year. Unused sick leave days shall be accumulated from year to year with a maximum limit of sixty (60) days.
- c. Part-time employees shall receive the above sick leave prorated.
- d. Sick Leave Bank:

A bank of sick leave days shall be available in accordance with the terms and conditions as set forth below.

(1) The Sick Leave Bank (SLB) shall exist for the purpose of providing paid sick leave for employees who have used all their own accumulated sick days and are struck by serious illness or accident which prevents their return to work, including a pregnancy in which the employee has serious physical complications as verified in writing by a physician for the period of time such serious complications exist.

(2) The SLB shall be available to all support staff bargaining unit members.

(3) Beginning July 1, 1989, each bargaining unit member shall have two (2) days deducted from their annual sick leave, per year, and placed in the bank. The Board shall match the total number of employee days in the bank, thus doubling the number of days in the bank. For example, ten employees place two (2) days apiece in the Bank, for a total of 20 days. The Board places 20 days in the Bank. The Bank now contains 40 days.

(4) The number of sick leave days available to be expended from the SLB shall not exceed 75 in any one contract year.

(5) At the beginning of each succeeding year, the process in subsection (3) above will be

repeated. If the total number of days in the Bank is at 75 at the beginning of a year, two (2) days shall be deducted and matched from new employees and held in escrow for use if the total falls below 75 SLB days.

(6) In the event the new employee contributions do not increase the Bank to 75, all continuing employees and the Board shall match and contribute two (2) days each per employee, with the balance over 75 to be held in escrow.

(7) Beginning with the completion, of the 1989-90 year, the balance of unused days, whether in the Bank or in escrow, shall be available for carry-over from year to year, but the number of days which can be expended from the SLB cannot exceed 75 in any one year, as stated in subsection (4) above.

(8) The SLB shall be administered by a SLB committee consisting of three (3) members appointed by the Association and two (2) members appointed by the Board. Written applications for use of the SLB shall be made to this committee. A decision in accordance with the guidelines contained in this Article shall be made by majority vote of the committee.

(9) Cosmetic surgery, unless needed as a result of an accident or illness, shall not be eligible for coverage by the SLB.

(10) A specific employee can use no more than forty (40) days per year from the SLB.

7.2 The Administration shall require a physician's statement documenting illness when:

- There have been five (5) consecutive sick days
- When sick leave immediately precedes or follows a school vacation or holiday
- When frequent use of sick leave has been made

7.3 A temporary disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and the recovery therefrom shall be treated as other illness or disability under the terms of this Article.

- 7.4 An employee may use his/her sick leave days for illness in the employee's immediate family. For the purpose of this section immediate family is defined as the employee's spouse, child or parent.
- 7.5 Employees will be entitled to the following temporary leaves of absence without loss of pay each school year:
- a. Bereavement: Up to five (5) days, one (1) of which shall be the day of the funeral, shall be granted in the event of a death in the employee's immediate family. For the purposes of this Article, immediate family is defined as the employee's spouse, child, parent(s), grandparent(s), aunt, uncle, niece, nephew, brother, sister, immediate in-laws, a member of the immediate household, civil union partner and cousin. Part-time employees are eligible for three (3) days of this leave, under the same terms and conditions as above.
 - b. Up to three (3) days leave of absence shall be granted for personal, legal, business, household or family matters which require absence during working hours. A written notice shall be made to the employee's immediate supervisor at least one (1) day before taking such leave. All days requested shall be allowed upon the employee's good faith representation that the leave is required for the purposes set forth above. Any personal days remaining at the end of a school year shall be carried over from year to year to a maximum accumulation of four (4) personal days per employee per year. Part-time employees are eligible for one (1) personal day, accumulative to two (2) from year to year, under the same terms and conditions as above. Personal days shall not be taken on the last day of school prior to a holiday or a long/holiday weekend, or the day immediately following a holiday or long holiday weekend, barring any unforeseen circumstances.
 - c. Up to three (3) days leave with approval of the Principal may be granted for the purpose

of enhancing or improving the employee's job-related skills for the benefit of the Alburgh Town School District and the employee. Denial of this leave shall not constitute a grievance, unless the Principal has abused his discretion. The hot lunch Food Service Manager may be granted two (2) additional days of leave subject to the criteria set forth herein. Part-time employees are eligible for one (1) such day, under the same terms and conditions as above.

7.6 Upon written application to the Board, an employee may be granted, at the discretion of the Board, an unpaid leave of absence for up to one (1) year for health, parental or educational reasons, or for any reason allowed by the School Board. Such leave will be guaranteed if necessitated by an occupational injury incurred in employment by the Alburgh Town School District. Upon return to employment after being granted an unpaid leave for any reason, the employee shall be restored to the position occupied before the leave, or to a substantially equivalent position, with all benefits accompanying such position. An employee's service time shall not increase during such a leave of absence, unless said leave is necessitated by an occupational injury incurred in employment by the Alburgh Town School District. For such occupational injury leave the Board shall continue to pay the insurance premiums the employee was receiving during his/her normal employment for up to two (2) years of such leave. If the leave is granted for any other reason, the employee shall be allowed to continue in the insurance programs, subject to the regulations of the carrier, if he/she pays the premiums at the group rates, in sufficient time for the Board to pay the premiums as they become due.

7.7 During any one employment year (i.e., July 1 through June 30), an employee shall have the choice of receiving a lump sum bonus for limiting use of sick/personal leave under the following schedule or rolling them over to accumulate per 7.1:

Three (3) sick days used- \$100.00 per unused days

Four (4) sick days used - \$75.00 per unused days

Five (5) sick days used - \$50.00 per unused days

Zero (0) personal days used - \$100.00 per unused days

One (1) personal days used - \$75.00 per unused days

Two (2) personal days used - \$50.00 per unused days

The bonus is only for days that are currently awarded for that school year and is not to exceed 10 sick days

Any bonus earned hereunder shall be paid in the last pay period of the employee's employment year.

- 7.8 Payment of Sick Leave upon Separation – In recognition of years of service to the district, any employee who has been employed by the district for at least ten (10) years, who terminates his/her employment with the district and has accrued thirty-five (35) or more days of sick leave at the time of separation shall be paid \$25.00 (Twenty Five) per day for each day of sick leave. In order to be eligible for this payment, an employee shall be in good standing with the district at the time of separation.

ARTICLE VIII - VACATIONS AND HOLIDAYS

- 8.1 Each full-year employee who works the last scheduled workday before a holiday and also works the first scheduled workday after a holiday will receive holiday pay. The paid holidays for a full-year employee are: Veterans' Day, New Year's Day, Lincoln's Birthday or Washington's Birthday (as determined by the Board in setting the school calendar), one-half (1/2) day on Town Meeting Day, one-half (1/2) day on Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately following Friday, Christmas Day, and Martin Luther King Day if Martin Luther King Day is included on the state calendar. If not, each full-year employee shall be entitled to a floating holiday to be taken on a non-school day. If any such holiday falls on Saturday or Sunday, it shall be observed on Friday or Monday. All work performed on any such holiday shall be paid at the rate of time and one-half. If school is in session one or more of the holidays listed above, an employee who elects to take off equal compensatory time will be paid at his/her regular hourly rate of pay for working on that day. In addition, full year employees are eligible for one floating holiday to be taken on a day school is not in session.
- 8.2 School-year employees shall receive the following paid holidays under the same conditions as granted to full-year employees: Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day and Memorial Day. In addition, school-year employees are eligible for one floating holiday to be taken on a day school is not in session.
- 8.3 Part-time employees shall receive Christmas and New Year's as paid holidays, under the same terms and conditions as above. In addition, part-time employees are eligible for one floating holiday to be taken on a day school is not in session.

8.4 The paid vacation schedule for full-year employees shall be as follows:

<u>Years of Completed Service</u>	<u>Vacation</u>
1-5 years	2 weeks
6-10 years	3 weeks
11+ years	4 weeks

8.5 Vacation time is non-accumulative and arrangements for vacations must be made between the employee and his/her immediate supervisor. Requests for vacation scheduling shall be made at least two (2) weeks before the requested vacation is to begin, and shall not be arbitrarily denied.

ARTICLE IX - INSURANCES

9.1 Health Insurance

(A) Commission on Public School Employee Health Benefits Commission. The Board shall provide school staff 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) Effective January 1, 2023 Grievance. Notwithstanding any other provisions of this Agreement, including Article 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 resolution of negotiations by the Commission on Public School Employees Health Benefits, such claim dispute or claim shall be referred to the Commission for resolution. The Commission on Public School Employees Health Benefits shall have exclusive jurisdiction regarding any such dispute or claim regarding the provisions of health insurance or related health benefits.

(C) Employees working at least 17.5 hours per week on a regular basis are eligible for family, two-person, parent child, or single coverage. As an option, the Board will offer the sum of one thousand dollars (\$1,000.00) to any member who elects not to participate in the health care coverage in any full year of the contract and meets the following conditions:

(1)-The support staff member shall certify and provide verification that he or she has alternative health insurance coverage and that said insurance coverage is not provided through a Vermont Public School District.

(2) The support staff member must forego insurance coverage for the entire contract year.

(3) The lump sum payment noted above shall be remitted to the support staff member by August after the contract year for which payment was elected.

(4) Part-time support staff member shall receive a pro-rata share of this payment based upon the FTE for which they are employed.

(5) Support staff member who complete their full duties for the year of their contract will be paid their buyout regardless of if they do or do not sign a new contract for the succeeding year.

9.2 (a) Dental: The Board shall pay one-hundred-twenty-five dollars (\$125.00) each month toward the cost of dental insurance for each employee in the bargaining unit. The Dental Coverage benefit will be \$1,500 dental and 50 % orthodontic coverage with a lifetime maximum of \$1,500 per participant per year.

(b) Vision: The Board shall provide and pay the full premium for the Vision Eye Service Plan for each eligible employee and his/her dependents (single, two-person or family).

9.3 (a) In the event that, during the life of this agreement, the District is no longer able to obtain health insurance through VEHI and/or the District is required to obtain employee health insurance through the Vermont Health Connect Insurance Exchange, or there is significant change in benefits due to health reform mandates at the state (Vermont) or federal level, the parties agree to reopen Article 9.1 of the agreement and negotiate a new employee health insurance program.

(b) In the event the District is no longer able to provide any health insurance plan as identified in Article 9.1, the District and the Association agrees to negotiate a new employee health insurance program, including individual and group health insurance programs available through the Vermont Health Connect Insurance Exchange. Such negotiations shall be conducted in accordance with the provision of Title 21 V.S.A. Chapter 22. In the event such health insurance negotiations between the Board and

the Association have not been concluded forty-five days prior to the termination date of the existing coverage, the District is authorized to select and implement insurance coverage under an interim plan until such time as the Board and the Association conclude negotiations. Such interim insurance plan shall be reasonably comparable to the current base insurance in Article 9.1 and maintain the identical employee premium contribution of 10% of the premium.

ARTICLE X - EMPLOYEE DISCIPLINE/EVALUATION

- 10.1 The following provisions of this Article apply to employees who have satisfied their probationary period and shall not be applied to probationary employees; however, probationary employees shall be evaluated in writing at least one time during the probationary period.
- 10.2 If an employee is asked to attend a meeting with a member(s) of the administration or Board to discuss matters which may adversely affect his/her continued employment, he/she will be entitled to have an Association representative present. The employee will be notified of the time, place and nature of such a meeting as soon as possible.
- 10.3 Any method of formal evaluation will be defined and described, in writing, and shall be made known in advance to the individual to be evaluated. All monitoring or formal observation of the work performance of an employee will be conducted openly and with the full knowledge of the individual.
- 10.4 Employees will be given a copy of any evaluation report prepared by their supervisor and will, at their option, be entitled to a conference to discuss said report within five (5) working days from receipt of the report. No-such report will be submitted to the central office, placed in the employee's personnel file or otherwise acted upon without prior conference, if requested. No employee will be required to sign a blank or incomplete evaluation form.
- 10.5 Employees will have the right, upon reasonable request, to review the contents of their personnel file, excluding references, and they may receive a copy of any documents reviewed. An employee will be entitled to have an Association representative accompany him/her during such review.
- 10.6 No material derogatory to an employee's conduct, services, character or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had a chance to review such material and will affix his/her signature

to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. If an employee fails or refuses to so sign such materials, the Association shall notify its UniServ Director who shall instruct the employee to comply with this Section 10.7. If the employee still fails or refuses to so sign, then such failure or refusal may be noted on the materials, and the materials may then be placed in the personnel file. The employee will also have the right to submit a written answer to such material and his/her answer will be attached to the file copy. After three (3) years from the date such materials and rebuttals are placed in the employee's personnel file, Administration will, at the employee's request, remove such materials and rebuttals so long as, during such three (3) year period, there has been no repetition of the type of conduct or activity to which reference is made in the written material. In any discharge or disciplinary proceeding the employer may introduce any relevant materials, including the employee's written answer(s), which are properly maintained in the employee's personnel file under this Section 10.7.

- 10.7 When any written complaint regarding an employee is made to any member of the administration by any parent, student or other persons, and the complaint is used in evaluating the employee, it will be promptly investigated and called to the attention of the employee. The employee will be given an opportunity to respond to and/or rebut such complaint. Oral complaints shall be considered of no force or effect, and shall not be used unless they are reduced to writing and promptly investigated according to the process set forth herein.
- 10.8 Any Support Staff Member who is to be evaluated will be so notified by the supervisor at least twenty-four (24) hours in advance.

ARTICLE XI - MISCELLANEOUS PROVISIONS

- 11.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 11.2 The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement or any other rule, regulation or policy relating to terms and conditions of employment on the basis of race, creed, color, religion, national origin, age, sex or marital status. Domicile shall not be a condition of employment for employees covered by this Agreement. Handicaps shall also be covered under the provisions of this Article, except as such handicap significantly impairs the performance of an employee's duties.
- 11.3 Within thirty (30) days after ratification, copies of this Agreement shall be made available in an electronic format. Each new employee shall be made aware of the electronic version of the Agreement on the GISU website within one (1) week of his/her first day on the job.
- 11.4 No employee shall be mandated to transport students. If they choose to transport, they must follow the District guidelines.
- 11.5 All terms and conditions of employment, which are mandatory subjects of bargaining, applicable on the effective date of this Agreement as established by rules, regulations or Board policy will continue during the term of this Agreement unless specifically changed by an express provision of this Agreement.
- 11.6 The Board shall provide the equipment necessary to employees, including but not limited to custodial/maintenance, for all work which they are requested or required to perform by any supervisor(s) or employer(s). Employees shall not be required to locate, borrow or provide tools and

equipment on their own for school employment, nor perform tasks which necessitate the use of equipment not provided by the Board.

- 11.7 This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.
- 11.8 This Agreement may not be modified, in whole or in part, except by an instrument in writing duly executed by both parties.
- 11.9 There shall be a pool of two (2) paid days per school year available to employees covered by the terms of this Agreement for the conducting of Association-related business. The President of the Association must authorize the use of these days in writing 48 hours in advance to the Superintendent before the Superintendent grants this type of leave to an employee(s). The Association agrees to pay the cost of the substitute, if a substitute is hired, at the prevailing substitute rate.

ARTICLE XII - SALARIES

- 12.1 All employees will receive pay through direct deposit and have their paystub emailed to them.
- (a) School year employees shall be paid by direct deposit on every other Friday, on the same pay schedule as the teachers. If synchronization is necessary it shall be done in the same manner as full year employees.
 - (b) When necessary to synchronize full year employees pay dates with teachers pay dates, full year employees shall change pay dates by receiving one (1) weeks pay on the first teacher pay date that follows seven (7) days after their last regular pay date.
 - (c) Authorized payroll deductions and all insurance policies shall be paid on time.
- 12.2 Beginning July 1, 2000 the Board agrees to establish and administer, on behalf of each member of the bargaining unit, a 403(b) retirement plan. Further the Board agrees to contribute to each employee's retirement account an amount of money equal to two percent (2%) of the employee's annual gross salary during the contract year in regular monthly installments. Employees may contribute the maximum allowable by law. Such employee contributions shall be made through regular payroll deduction.

ARTICLE XIII - NO STRIKE - NO LOCKOUT

13.1 The Association and the Board subscribe to the principle that differences should be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that there shall be no strike, work stoppage, slow-down, or other concerted refusal to perform work by the employees covered by this Agreement nor any instigation thereof during the life of this Agreement, nor shall the Board engage in or permit any lockout of employees.

ARTICLE XIV - MANAGEMENT RIGHTS

- 14.1 Unless limited by specific provisions of this Agreement or by provisions of law, the Board retains the full right and authority to manage and efficiently operate the School District, including the right to hire, dismiss, transfer, promote, assign, discipline and demote employees and, within the generally accepted duties of job categories, to change function; but not excluding other specific actions as it deems necessary in accordance with appropriate laws and regulations presently in effect or hereafter invoked.
- 14.2 In appropriate circumstances, as determined by the Board, other employees, including professional, managerial or supervisory employees, or work-study students or volunteers may perform work done by employees in the bargaining unit. The use of such alternative workers will not result in said workers being included in the bargaining unit. However, the use of said alternative labor shall not displace a bargaining unit member so as to result in the layoff of a bargaining unit member.

ARTICLE XV - DURATION

The provisions of this Agreement will be effective as of July 1, 2022, and will continue and remain in full force and effect until June 30, 2024. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other not later than December 1, prior to the expiration date or any anniversary thereof, of its desire to reopen this Agreement and to negotiate over terms of a successor Agreement.

In Witness Whereof the Parties hereunto set their hands and seals this ____ day of _____, 2022.

ALBURGH BOARD OF SCHOOL DIRECTORS

GRAND ISLE SUPERVISORY UNION-NEA

Alburgh Support 2022-2023 Salary Grid

step Increase	0.55				
Custodial/Maintenance					
step 1	15.50				
step 2	16.05				
step 3	16.60				
step 4	17.15				
step 5	17.70				
step 6	18.25				
step 7	18.80				
step 8	19.35				
Administrative Assistant					
Step 1	16.00				
Step 2	16.55				
Step 3	17.10				
Step 4	17.65				
Step 5	18.20				
Step 6	18.75				
Step 7	19.30				
Step 8	19.85				
Health Assistant					
0-30 Credits		31-60 Credits		61-90 Credits	
step 1	16.00	step 1	16.55	step 1	17.05
step 2	16.55	step 2	17.10	step 2	17.60
step 3	17.10	step 3	17.65	step 3	18.15
step 4	17.65	step 4	18.20	step 4	18.70
step 5	18.20	step 5	18.75	step 5	19.25
step 6	18.75	step6	19.30	step 6	19.80
step 7	19.30	step 7	19.85	step 7	20.35
step 8	19.85	step 8	20.40	step 8	20.90
Paraprofessional					
0-30 Credits		31-60 Credits		61-90 Credits	
step 1	15.00	step 1	15.50	step 1	16.00
step 2	15.55	step 2	16.05	step 2	16.55
step 3	16.10	step 3	16.60	step 3	17.10
step 4	16.65	step 4	17.15	step 4	17.65
step 5	17.20	step 5	17.70	step 5	18.20
step 6	17.75	step 6	18.25	Step 6	18.75
step 7	18.30	step 7	18.80	Step 7	19.30
step 8	18.85	step 8	19.35	Step 8	19.85

Alburgh Support 2022-2023 Salary Grid Continued					
Behavioral Interventionist					
step 1	20.60				
step 2	21.15				
step 3	21.70				
step 4	22.25				
step 5	22.80				
step 6	23.35				
step 7	23.90				
step 8	24.45				
Food Service Professional		Food Service Agent		Certified Food Service Manager	
step 1	14.00	step 1	14.50	step 1	16.55
step 2	14.55	step 2	15.05	step 2	17.10
step 3	15.10	step 3	15.60	step 3	17.65
step 4	15.65	step 4	16.15	step 4	18.20
step 5	16.20	step 5	16.70	step 5	18.75
step 6	16.75	step 6	17.25	step 6	19.30
step 7	17.30	step 7	17.80	step 7	19.85
step 8	17.85	step 8	18.35	step 8	20.40

Alburgh Support 2023-2024 Salary Grid

step Increase	0.55				
Custodial/Maintenance					
step 1	15.60				
step 2	16.15				
step 3	16.70				
step 4	17.25				
step 5	17.80				
step 6	18.35				
step 7	18.90				
step 8	19.45				
step 9	20.00				
Administrative Assistant					
Step 1	16.10				
Step 2	16.65				
Step 3	17.20				
Step 4	17.75				
Step 5	18.30				
Step 6	18.85				
Step 7	19.40				
Step 8	19.95				
Step 9	20.50				
Health Assistant					
0-30 Credits		31-60 Credits		61-90 Credits	
step 1	16.10	step 1	16.65	step 1	17.15
step 2	16.65	step 2	17.20	step 2	17.70
step 3	17.20	step 3	17.75	step 3	18.25
step 4	17.75	step 4	18.30	step 4	18.80
step 5	18.30	step 5	18.85	step 5	19.35
step 6	18.85	step6	19.40	step 6	19.90
step 7	19.40	step 7	19.95	step 7	20.45
step 8	19.95	step 8	20.50	step 8	21.00
step 9	20.50	step 9	21.05	step 9	21.55

Alburgh Support 2023-2024 Salary Grid Continued

Paraprofessional					
0-30 Credits		31-60 Credits		61-90 Credits	
step 1	15.10	step 1	15.60	step 1	16.10
step 2	15.65	step 2	16.15	step 2	16.65
step 3	16.20	step 3	16.70	step 3	17.20
step 4	16.75	step 4	17.25	step 4	17.75
step 5	17.30	step 5	17.80	step 5	18.30
step 6	17.85	step 6	18.35	Step 6	18.85
step 7	18.40	step 7	18.90	Step 7	19.40
step 8	18.95	step 8	19.45	Step 8	19.95
step 9	19.50	step 9	20.00	Step 9	20.50
Behavioral Interventionist					
step 1	20.70				
step 2	21.25				
step 3	21.80				
step 4	22.35				
step 5	22.90				
step 6	23.45				
step 7	24.00				
step 8	24.55				
step 9	25.10				
Food Service Professional		Food Service Agent		Certified Food Service Manager	
step 1	14.10	step 1	14.60	step 1	16.65
step 2	14.65	step 2	15.15	step 2	17.20
step 3	15.20	step 3	15.70	step 3	17.75
step 4	15.75	step 4	16.25	step 4	18.30
step 5	16.30	step 5	16.80	step 5	18.85
step 6	16.85	step 6	17.35	step 6	19.40
step 7	17.40	step 7	17.90	step 7	19.95
step 8	17.95	step 8	18.45	step 8	20.50
step 9	18.50	step 9	19.00	step 9	21.05