

MASTER AGREEMENT

AMONG AND BETWEEN THE

**BELLOWS FREE ACADEMY UNION HIGH SCHOOL DISTRICT #48/
NORTHWEST TECHNICAL CENTER BOARD OF DIRECTORS**

FAIRFIELD SCHOOL DISTRICT BOARD OF DIRECTORS

ST. ALBANS CITY SCHOOL DISTRICT BOARD OF COMMISSIONERS

ST. ALBANS TOWN SCHOOL DISTRICT BOARD OF DIRECTORS

AND THE

BELLOWS FREE ACADEMY EDUCATION ASSOCIATION, VT-NEA/NEA

FAIRFIELD EDUCATION ASSOCIATION, VT-NEA/NEA

ST. ALBANS CITY EDUCATIONAL ASSOCIATION VT NEA/NEA

ST. ALBANS TOWN EDUCATION ASSOCIATION, VT NEA/NEA

For

EDUCATIONAL SUPPORT PERSONNEL

JULY 1, 2015 TO JUNE 30, 2017

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COMMON DOCUMENT

PREAMBLE

Being mindful that the management and control of Bellows Free Academy Union High School #48 and Northwest Technical Center, St. Albans City School, the St. Albans Town Educational Center, and the Fairfield Center School are vested in the individual Boards of the respective schools, the Boards recognize their responsibility to their respective employees, through their Administrations, to create a favorable working atmosphere, and the Associations, representing the respective employees of said Boards, recognize their responsibility to carry forth the wishes, desires, and directions of their Boards, hereby agree to enter into the following contract from July 1, 2015 to June 30, 2017.

ARTICLE 1

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED into this 21st day of December 2015 by and between the Bellows Free Academy Union High School District #48/Northwest Technical Center Board of Directors, the St. Albans City School District Board of Commissioners, the St. Albans Town School District Board of Directors, and the Fairfield School District Board of Directors (hereinafter referred to as the "BFA Board," "City Board," the "Town Board" or the "Fairfield Board" when acting in their individual capacity or "Boards" when acting collectively), and the Education Associations of Bellows Free Academy Union High School #48/Northwest Technical Center, the St. Albans City School, the St. Albans Town School, and the Fairfield Center School (hereinafter referred to as the "Association" or "Associations"), affiliates of the Vermont-NEA and the National Education Association.

All parties hereto acknowledge that this Agreement is a new agreement for all parties such that the preexisting Agreements between the Associations and their respective Boards no longer exists for any purpose, except when past practice has been documented or when such agreements shall be reduced in writing by the mutual consent of both parties.

ARTICLE 2

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:

Reference in this Agreement to the "Board" or "District" or "School" shall be read to include members of the Administration to whom the Board has delegated authority to act on its behalf.

Time Deadlines: Unless otherwise specifically provided in this Agreement, all time deadlines provided in this Agreement shall consist of employee workdays throughout the employee work year. Beginning with the last student day of a school year and continuing until the first student day of the next school year, all time deadlines shall consist of workdays which shall be Monday through Friday exclusive of State and Federal holidays.

Where this Agreement requires an act by either party on a specific date, if the date falls on a weekend, a school holiday, or non-school day, then the date shall be the next day school is in session. The exception to this rule is if the specific date is June 30th. In that case, the date shall

be the last business day preceding June 30th.

Workday: The workday will be for the hours assigned by the District as stated in the employee's contract.

Work Week: The work week is generally not to exceed five (5) days in a given seven (7) day period (Sunday through Saturday) unless provided for by the employee's job description.

New Employee: For the purpose of this Article, an employee is considered "new" if the person has no previous regular employment in the District within the job classification for which he/she is currently being hired. Additionally, an individual who is rehired after termination for any reason except illness, accident, or leave of absence, will also be considered a "new" employee. If an employee is terminated as the result of a layoff and returns during the recall period to the same position, the employee shall not be considered a "new" employee. If the employee returns after the recall period has been exhausted, the employee will be treated as a "new" employee. An employee who changes job classifications and is considered a "new" employee shall not lose any accrued benefits earned to date including, but not limited to, sick leave. The employee shall accrue future benefits in accordance with the new classification.

Full-Year Employees: Full-time employees hired by their respective Board for fifty-two (52) weeks per year and working at least thirty-seven and one half (37.5) hours per week.

Part-time employees hired by their respective Board for fifty-two (52) weeks per year and working less than thirty-seven and one half (37.5) hours per week.

School-Year Employees: An employee hired by their respective Board to work a minimum of thirty (30) hours per week while school is in session.

Reference Information:

BFA/NWTC/SACS: See also "Compensatory Time" in respective District Addendum.

FFCS: See also "Work Conditions, Overtime" in respective District Addendum.

ARTICLE 3

RECOGNITION

3.1 The Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining, pursuant to Title 21, §§ 1721-1734 of the Vermont Statutes Annotated, of an Association consisting of:

At BFA/NWTC: Custodian (skilled and unskilled), Custodial Supervisor, Paraeducators, In-School Support Monitor, Attendance Monitor, Health Office Secretary, Library Assistant, Secretary for Guidance (school year and full year), Transliterator (temporary), Maintenance Worker, Receptionist and Adult Services Assistant, Support Service Secretary, Secretary to the NWTC Director, and Secretary to the Assistant Principal.

At SACS: Instructional and non-instructional paraeducators, employed by the City Board. The

positions of Cued Speech Assistant (i.e. transliterator) and Technology Assistant will also be included in the unit.

The positions of: Administrative Assistant to the Principal, Administrative Assistant/Registrar, Student Assistance Program Assistant (SAP), Technology Coordinator, Mental Health Clinician, CAT Program Worker, Home School Clinician, and all custodian positions will be excluded from the bargaining unit.

At SATEC: Education Support Professionals (hereinafter "ESP") including: Teaching Assistant, General Paraeducator, One-on-One Paraeducator, Speech and Language Teaching Assistant, Community Integration Program (CIP), Library Assistant, Student Support Center Assistant, and Health Office Assistant, Facilities Maintenance Tech, and Custodial Support Staff, employed by the Town Board.

At FFCS: All school-year and full-year support staff employees, subject to the limitations of this Article (3.1), excluding teachers, administrators, secretaries, and bus drivers.

- 3.2 Unless otherwise indicated, the employees in the member unit will be hereinafter referred to as "Support Staff," "employee," "employees," "staff members," or "members of the bargaining unit" or by job title. Unless specifically noted, reference to male employees will include female employees and reference to female employees will include male employees, where such inclusion would be appropriate.

ARTICLE 4

BOARD RIGHTS

- 4.1 Board Rights: The Support Staff recognizes that each Board has the obligation to operate and manage their District, including but not limited to: the right to require efficient standards of performance and the maintenance of discipline, order, and efficiency in the workplace. Except as otherwise specifically provided in the Agreement or otherwise specifically agreed to in writing between the parties, determination of educational policy; the operation and management of the schools; the control, supervision, and direction of employees; and any and all other matters which are committed by law to the Boards or that otherwise involve the exercise of managerial prerogative, are vested exclusively in the Boards with appropriate authority to act, as may be delegated from time to time to the Superintendent/Administration or his/her designee. By way of example, these rights shall include, but shall not be limited to, the sole discretion and authority to:

1. Establish the curricula, methodology, and standard for teaching;
2. Plan, direct, schedule, assign, transfer, and control work assignments and duties;
3. Establish evaluation criteria and processes;
4. Establish and modify the schedules for and length of the work year, school year, and workday of employees;
5. Establish and modify payroll schedules and methods for recording employee attendance and punctuality;
6. Determine the means, methods, processes, materials, and equipment necessary to deliver the services provided by the District, including the subcontracting of bargaining unit

- work, provided any such subcontracting will not displace bargaining unit employees;
7. Create, revise, and eliminate positions;
 8. Hire and demote;
 9. Discipline, suspend, discharge, and not re-employ employees;
 10. Establish, modify, implement, and enforce District policies and personnel work rules and regulations not in conflict with the terms of this Agreement.
- 4.2 As part of the rights noted herein, the Boards shall have the right to subcontract bargaining unit work provided doing so does not result in the loss of employment of any bargaining unit member.
- 4.3 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 which does not expressly violate a specific written provision of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its rights to exercise such rights or functions at any future time.

ARTICLE 5

EMPLOYEE RIGHTS

- 5.1 Employee Rights: The Boards agree that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred under Title 21, Chapter 22 of the Vermont Statutes Annotated, and the Constitutions of Vermont and the United States.
- 5.2 Non-Discrimination: The Boards and the Administrations agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of staff members, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, age, sex, sexual orientation, gender identity*, place of birth, marital status, ancestry, or against a qualified disabled individual under the provisions of state and federal laws, as they may be amended at this time, or Association membership.
- *The gender identity protection, as it is specifically stated, does not impact the right of the Boards to adopt a reasonable standard for workplace dress.
- 5.3 Employee Representation: Except in the case where an employee's offense warrants immediate suspension or removal from the school premises (i.e., but not limited to: drinking, physical assault, misuse of a non-prescribed regulated drug), whenever any employee is required to appear before the Principal/NWTC Director, Superintendent, or their Board, concerning any disciplinary matter which has been reduced to writing and/or which could adversely affect the continuation of his/her employment or his/her salary, the employee shall be given prior notice of the reason(s) for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting. Notice of meetings with the Superintendent and the Board shall be in writing.
- 5.4 Just Cause: Employees who have completed their probationary period may be non-renewed, dismissed, or disciplined, including but not limited to: given a written or oral reprimand, or a

suspension with or without pay, held on step, or demoted with just cause. In all cases the penalty shall be commensurate with the seriousness and/or frequency of the violation.

ARTICLE 6

ASSOCIATION DUES

- 6.1 Association Dues Deductions: Upon receipt of an employee's valid and executed written authorization form, the Board agrees to deduct from the pay of an employee covered by this Agreement, dues for the employee's Education Association, the Vermont-NEA, and the National Education Association, as said employee voluntarily authorizes their Board to deduct.
- 6.2 Deductions from the employee's pay for dues shall be continuous and in substantially equal amounts from each paycheck for the remainder of the school year.
- 6.3 An employee's written authorization shall continue as long as the employee remains employed by his/her Board or until the employee provides notice to his/her Association and the Superintendent, in writing, prior to July 1 of any year that he/she wishes to withdraw authorization for dues deduction for the following school year.
- 6.4 The Boards shall not be liable for any monies so deducted and transmitted to the Association, and the Associations shall indemnify the Boards for any costs or liabilities incurred as a result of their good faith compliance with this section.

ARTICLE 7

INDIVIDUAL CONTRACTS

- 7.1 Issuance of Contracts: Contracts shall be issued annually and the Boards or their duly authorized agents shall sign all individual contracts before they are issued to the employees. Contracts for the next year shall be issued no later than May 25th of any year of this Agreement. Contracts shall be signed by the employee and returned to the Board within fourteen (14) calendar days thereafter unless prior arrangements have been made in writing with the Superintendent. Failure to timely return a fully executed contract, absent a written waiver by the Superintendent, will be the equivalent of a voluntary resignation by the employee.

In the event of late negotiations, "Letters of Intent" will be issued, subject to final ratification and adjustment of salaries consistent with the Master Agreement, as finally ratified. If for any reason "Letters of Intent" cannot be distributed by May 25th in any year, the Association will be notified as soon as the Board can be expected to reasonably know of the delay.

 - A. The Board and the respective Association will then mutually agree on a reasonable date for "Letter of Intent" distribution.
 - B. The fourteen (14) day deadline shall be extended by the same number of days that distribution goes beyond the May 25th deadline.
- 7.2 Notification of Assignment: An employee shall know at the time of issuance of the contract or at the close of school, whichever is later, and in the case of paraprofessionals, the subject or level in which it is anticipated the employee will be working. Notwithstanding the foregoing, the assignment of employees who work with students may be changed as determined by the

District to meet the needs of students.

- 7.3 Contents of Individual Contracts: Individual contracts shall contain the following information: the District making the offer; the employee's name; the position being offered to the employee; whether or not the position is dependent upon the receipt of grant funds; its starting date and anticipated ending date; the hourly rate of pay; the anticipated work schedule; the assignment, if known; and a statement that the individual contract shall incorporate by reference the terms of this Agreement and any amendments hereto whether made before or after the signing of the individual contract.

ARTICLE 8

PROBATION

- 8.1 Each new employee shall have a probationary period of one hundred eighty (180) working days. A probationary employee shall neither be protected by the just cause provision of this Agreement nor have access to the grievance/arbitration provision with regard to the termination of his/her employment during this probationary period. For the purpose of this Agreement, a new employee (regardless of previous employment in the school district) is a person with no previous employment in a job category with the School District in which he/she is hired.
- 8.2 After forty-five (45) workdays, but no later than sixty (60) work days, a probationary employee's performance shall be reviewed with a supervisor.
- 8.3 Use of Leave Time: An employee may not access any paid time off benefits until he/she has satisfactorily completed ninety (90) work days of his/her probationary period. In the event of an emergency, up to three (3) days of unpaid leave may be granted at the discretion of the Administration.
- 8.4 125 Plan: All new hires will be subject to a sixty (day) waiting period for district provided insurance benefits and for election of pre-tax deductions

ARTICLE 9

LEAVES

- 9.1 Personal Leave

For SACS, SATEC and BFA/NWTC Only: Personal Leave shall be granted for personal business that cannot be conducted outside the normal workday, as defined in this Agreement.

Personal days must be approved in advance by the Administration.

The Administration must be given at least forty-eight (48) hours' notice by the employee for personal days, except in cases of emergency.

Personal days may not be used to extend a holiday or vacation period except for extraordinary circumstances as determined by the Administration.

Unused personal days may not be carried forward to the next year and are not paid out upon termination of employment.

See Individual School Agreements for number of personal leave days allocated for school year and full year employees (BFA Article 23, SACS Article 21, and SATEC Article 20). See Fairfield Article 20 for Leave language (Combined Time Off).

ARTICLE 10

MEDICAL INSURANCE

10.1 Insurance Re-Opener: In the event that, during the life of this agreement, the Supervisory Union and its member Districts are no longer able to obtain health insurance through VEHI, and/or the SU/Districts are required to obtain employee health insurance through the Vermont Health Connect Insurance Exchange, or there is a significant change in ability of the SU/Districts to purchase insurance for employees pursuant to this agreement due to health reform mandates at the state (Vermont) or federal level, the parties agree to reopen Article 10 of this agreement and negotiate a new employee health insurance program. Since the parties also recognize that any changes to the health insurance plan specified in this agreement directly impact total compensation, they agree to re-open and make subject to renegotiation any and all salaries specified by this agreement. In the event such health insurance negotiations between the Boards and the Associations have not been concluded forty-five (45) days prior to the termination date of existing coverage, the SU/Districts recognize their obligation to provide affordable health insurance coverage until such time as the Boards and the Associations conclude negotiations.

10.2 Health Insurance Premium Share:

For SACS, SATEC and BFA/NWTC Only: Any Support Staff member selecting the VEHI dual option plan shall contribute to the cost of the premium at the following rates:

For the School Year	Amount
2015-2016	eighteen percent (18%)
2016-2017	eighteen percent (18%)

For Fairfield School Year and Full Year Staff, see Article 22 in Fairfield ESP Master Agreement.

ARTICLE 11

FREQUENCY OF SALARY PAYMENTS

11.2 Frequency of Salary Payments: The Board shall set the payroll schedule for Support Staff. The payroll period shall be every two (2) weeks. Employees shall be paid based upon hours of work actually performed. When a payday falls on a holiday, pay will be issued on the last business day before the holiday.

ARTICLE 12

REDUCTION IN FORCE

12.1 Notification to the Employee: The reduction in staff of a Support Staff member(s) position may be initiated at the discretion of the Board. Said reduction in staff shall be in reverse order of seniority by job category. A Support Staff member who is to be laid off shall be notified in writing at least thirty (30) days prior to the effective date of the reduction in staff. At the discretion of the District, the Support Staff member may be provided payment in lieu of said notice.

The Support Staff member may at his/her option request a meeting with the Superintendent within ten (10) days of the notice and have an Association representative present. Said meeting will be scheduled within ten (10) days of the request.

Support Staff members in positions funded by state and/or federal monies shall be notified by August 1 whether funding has been verified.

Unexpected and necessary reductions in staff shall be made known to the Association as soon as possible, but in no event less than thirty (30) days before the date of reduction.

- 12.2 Notification to the Association: The Association shall be notified by the Board of any contemplated reduction in staff of locally funded positions as early as possible, but no later than May 1, for any reduction schedule to take effect in July of the following year.

The Association shall be notified of any contemplated reduction in staff of state and/or federally funded positions as soon as the Board may reasonably be expected to know of such reduction.

- 12.3 Association Meeting with the Superintendent: The Association may, within ten (10) days of receipt of a notice of reduction in staff, request a meeting with the Superintendent/designee to discuss the proposed reduction in staff. The meeting shall be held within ten (10) days of such request.

- 12.4 Transfer: If an opening exists within the District for which the involved Support Staff member is qualified, then he/she shall be transferred to that position.

- 12.5 Staff Reduction and Seniority: Within the category where the reduction in staff shall take place, Support Staff members shall be laid off in reverse order of accrued seniority within the District.

For the purposes of this Article, seniority shall be calculated by multiplying the number of years of employment by the full-time equivalent (FTE) which shall be based on the employee's scheduled number of hours for less than full-year staff. . Seniority shall be computed from the beginning of the Support Staff member's most recent date of employment in the District and will begin to accrue as of the first day of the most recent date of hire. Seniority will be determined from the date of the Support Staff member's signature on the employment contract.

- 12.6 Seniority shall continue to accrue during all paid leaves of absence. Properly authorized unpaid leaves of absence, employment by the Board in a position outside the bargaining unit, or a reduction in staff shall not break seniority; however, such time as the leave/break in employment extends will not be counted in calculating seniority.

- 12.7 When seniority is equal, ability to perform the work in question, as determined by the Principal/Director and/or the Superintendent shall be the deciding factor and such determination shall not be subject to the grievance procedure or court appeal.

- 12.8 Displacement Rights: A Support Staff member who is notified that he/she is to be laid off, shall have the right to displace the least senior employee whose work he/she is qualified to perform; provided, however, that he/she has evidence of such qualification on file in the Superintendent's Office or presents such evidence to the Superintendent within ten (10) working days of receipt of notice of reduction in force. Within five (5) working days after he/she has received such evidence, the Superintendent shall notify the least senior staff member that he/she is to be displaced. The matter of qualification shall be determined by the Superintendent and shall not be grievable.
- 12.9 The Support Staff member who displaces another Support Staff member shall be considered to have voluntarily transferred and shall be compensated as follows:
- The Support Staff member accepted for transfer to a previously vacant position shall be immediately placed on the appropriate wage scale in that new category.
- Should a Support Staff member desire a voluntary transfer to another position, such transfer shall be initiated by the staff member and shall be made without prejudice. While seniority shall not be affected, compensation and benefits will be commensurate with the new position.
- 12.10 A Support Staff member who is to be displaced by a more senior Support Staff member shall have the same displacement rights in comparison to the less senior Support Staff member.
- 12.11 Recall: Laid off Support Staff members shall be recalled by order of seniority. Support Staff members shall retain the right of recall for a period one (1) year from the effective date of reduction. Support Staff shall be recalled in category provided the Support Staff member is qualified for and is capable of performing the duties of the available position.
- Notice of recall shall be sent by Priority Mail, Delivery Confirmation Receipt, to the last known address. A copy of the recall notice shall be given to the Association. If a laid-off Support Staff member fails to accept the offered position within ten (10) calendar days from mailing then he/she shall be deemed to have refused the offered position and shall have waived all recall rights under this Agreement.
- 12.12 No Support Staff member shall be laid off under the provisions of this Agreement if the reduction in staff can be accomplished by normal staff turnover. For the purposes of this Article, "laid off" includes "reduced in hours."
- 12.13 No Support Staff member shall be laid off; reduced in hours, position, or wages, or be changed to another shift as a result of persons employed by outside agencies and/or student employees placed at BFA/NWTC.
- 12.14 Support Staff members who participated in the District Health and Dental Insurance Plans may be entitled to purchase insurance benefits at their cost in accordance with state and federal laws and regulations.

12.15 The employment layoff categories shall be by grouping and school assignment as follows:

1. Paraeducators: Teaching Assistant, General Paraeducator, One-on-One Paraeducator, library assistant, health office assistant, student support center assistants (SACS, SATEC, FF, BFA)
2. Custodial Staff (SATEC, FF, BFA)
3. Secretaries (BFA)

ARTICLE 13

GRIEVANCES

13.1 Definitions:

- A. Grievance: Any written claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance. Under no circumstances shall any matter which is not a part of this Agreement be considered a valid grievance.
- B. Time limit for filing: No grievance will be given formal consideration unless it is filed at Step 1 within twenty (20) workdays after the grievant had knowledge of, or could reasonably be presumed to have knowledge of, the occurrence which gave rise to the grievance. If a grievance is not filed within the time limit set forth in this section, the right to file the grievance is ended.
- C. Grievant: A grievant is the employee(s) or the Association making the claim.
- D. Limitation on Grievance filing: No grievance shall be processed under this Agreement if the grievant has filed, or permits to be filed on his/her behalf, any claim, complaint, charge, or suit complaining of the action grieved with any State or Federal agency or court having jurisdiction over such matters.
- E. Time Limits: All time limits consist of the job category's workdays, except that when a school-year employee grievance is submitted on or after June 1, time limits shall consist of all weekdays (Monday-Friday) so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
- F. The parties agree the foregoing time limits will be strictly applied.
- G. Association Representation: At least one (1) Association representative may be present for any meeting, hearing, appeal, or other proceedings relating to a grievance which has been formally presented.
- H. Informal Resolution: Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Administration, and having the grievance adjusted without intervention of the Association, provided the Association has been notified and adjustment is not inconsistent with the terms of this Agreement.
- I. Procedural Requirement: No grievance shall be entertained except in accordance with the procedures specified in this Agreement. Failure by the grievant to adhere to these procedures within the specified time period shall render the grievance null and void. Failure of the appropriate administrative body to render a decision within the specified time period shall be construed to be a decision against the grievant and the grievance will advance to the next step.
- J. Witnesses: Each party shall have the right to include in its representation such witnesses, as it deems necessary, to develop facts pertinent to the grievance. The Association and the School Board shall have the right to have their legal counsel(s) present at any stage of the grievance and arbitration procedure.

If either party anticipates using a student who is a minor as a witness, the student may only participate if the parent has provided written consent and the other party has been provided a three (3) day advance notice in writing.

- 13.2 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, 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 processed as follows:

- 13.3 General Procedures: The Board, the Administration, and the Association will cooperate with each other in their investigation of any grievance and further, shall furnish to one another such relevant information, in a timely fashion, as is required for the processing of any grievance.

Step 1. The Employee or the Association may present the grievance, in writing, to the School Principal, who will arrange to meet within five (5) days with the parties. The Association's representative (if requested by the aggrieved employee), the aggrieved employee(s), and the Principal, shall be present for the meeting. The Principal shall provide the grievant and the Association with a written decision within the ten (10) days after such meeting, setting forth the reason(s) for the decision.

Step 2: If the grievance is not resolved at Step 1, then the Association and/or the grievant(s) may refer the grievance, in writing, stating the specific problems and redress sought, to the Superintendent within ten (10) days after the Step 1 answer is received. The Superintendent shall arrange for a meeting with the representative(s) of the Association and the grievant(s) to take place within ten (10) days of the receipt of the appeal. Upon conclusion of the hearing, the Superintendent will have ten (10) days in which to provide his/her written decision to the Association and the grievant(s). Such answer shall include the reason(s) upon which the decision was based.

Step 3: If the grievance is not resolved at Step 2, then the Association and/or the grievant(s) may refer the grievance, in writing, stating the specific problems and redress sought, to the School Board within ten (10) days after the Step 2 answer is received. The School Board shall arrange for a meeting with the representative(s) of the Association and the grievant(s), to take place within thirty (30) days of the receipt of the appeal.

Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance.

Upon completion of this meeting, the Board will provide a written decision to the grievant and the Association within ten (10) workdays of the close of the Board meeting. The written decision shall set forth the reason(s) for the decision.

Step 4: Arbitration- If the grievance is not resolved 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 arbitration. The Board and the Association, or its representative, shall seek to mutually agree upon the person of an arbitrator. If agreement cannot be reached within fifteen (15) days, the grievance may be filed with the American Arbitration Association (AAA) under its Voluntary Labor Arbitration Rules.

If a demand for arbitration is not filed with the Superintendent within twenty (20) days of the date of the Board's Step 3 reply, or if either an arbitrator has not been selected or the grievance filed with the AAA within fifteen (15) days of the demand for arbitration, then the grievance will be deemed to be withdrawn.

Unless waived by mutual agreement, neither the Board nor the Association will be permitted to assert any grounds before the arbitrator which were not previously raised at Step 1, 2, or 3 of the grievance procedure.

- 13.4 Decisions of the arbitrator in matters of grievances under this Agreement shall be final and binding, except that they shall be subject to the Vermont Uniform Arbitration Act and the Rules of the American Arbitration Association.

The Arbitrator shall have no power to add to, delete from, ignore, alter, or amend the terms of this Agreement. It is agreed that the arbitrator is empowered to award only compensatory damages and that the arbitrator shall have no authority to award interest on such damages or attorney's fees.

- 13.5 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 cost for that transcript. Should both parties order a transcript, then the cost of the two (2) transcripts will be divided equally between the parties.
- 13.6 No reprisals of any kind will be taken by any party against the other because of their participation in this grievance.
- 13.7 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the grievant.
- 13.8 A grievance may be withdrawn or settled at any level without establishing precedent.
- 13.9 Time limits and/or procedures may be changed in this Article if both sides mutually agree.

ARTICLE 14 EVALUATIONS, PERSONNEL FILES, COMPLAINTS, COMMUNICATION, AND JOB DESCRIPTIONS

- 14.1 Evaluations:

Following the probationary evaluations provided for in the Individual Master Agreement, each employee will be evaluated at least every two (2) years thereafter. The evaluations will be

based on the job description and the responsibilities assigned. A written copy of each evaluation will be given to the employee, who will have the right to discuss it with the supervising teacher and Principal before being placed in the employee's personnel file.

Each continuing employee with more than two (2) years of employment with the District shall be evaluated at least once in a two (2) year period, at the discretion of the Administrator. All first and second year support staff members will be evaluated during their first (1st) and second (2nd) year of employment.

The Administration shall provide the employee with adequate opportunities and with ninety (90) days for him/her to correct any deficiencies in job performance. The support staff member's evaluation will be conducted in private, unless the support staff member elects to have an Association representative present at any or all conferences regarding conditions for his/her re-employment.

Any formal evaluation method shall be defined and described in writing, and shall be made known to the employee in advance of the actual evaluation or observation. All observations and monitoring shall be conducted in an open manner, and with no covert use of public address systems or other technical and electrical surveillance techniques or equipment.

The Employee shall be provided with a copy of his/her complete evaluation report by his/her Supervisor/Administrator. Within ten (10) days of the receipt of the evaluation or at a mutually determined time, the employee shall have a conference with his/her Supervisor/ Administrator to review the evaluation. If an employee is requested to attend a meeting or hearing with the Administration and/or the Board, and the employee believes that significant and serious issues bearing on his/her job performance, continued employment, a particular evaluation, or that his/her job description could be significantly modified, then that employee shall have the right to Association representation at that meeting or hearing. The employee shall be notified in writing of the time, place, and nature of the meeting or hearing at least forty-eight (48) hours in advance, except in cases of emergency or in those cases in which the employee is accused of a criminal act, including but not limited to: physical assault on a student or a member of the staff, use of alcohol on school premises, or the sale or use (other than those allowed by prescription of a physician) of regulated drugs.

No such evaluation shall be submitted to the Central Office or placed in the employee's personnel file until the conference has been conducted, or unless the employee refuses to attend said conference. The employee shall be requested to sign the evaluation. If an employee refuses to sign, employee's receipt can be demonstrated by the signature of an Association representative or other witnesses.

No employee shall be required or be asked to sign a blank or incomplete evaluation report or form.

The Administration and employee's supervisor shall jointly write a plan in consultation with the employee for corrective action to remedy deficiencies in the employee's job performance. If the

remedial action is not taken by the employee within the time provided for in the plan, then such failure shall be just cause for termination of the employee.

14.2 Personnel Files

The Office of the Superintendent of Schools shall maintain the official personnel records and files for each employee.

An employee shall have the right, upon reasonable request, to review the contents of their personnel file, excluding references, in the presence of the Superintendent's Administrative Assistant (assigned the task of keeping those records) or a designee, during regular office hours, and the Association shall be provided a copy (free) of any document reviewed if the employee requests a copy or copies. An employee will be entitled to have a representative of the Association accompany him/her during such review.

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material first. An Association representative and an Administrator shall be present during said review.

The employee shall acknowledge that he/she has reviewed the material by affixing his/her signature to the material to be filed with the expressed understanding that such signature to the material file does not include the employee's agreement to the contents thereof. Should the employee refuse to sign the material to be filed, the Association representative and the Administrator present during the review shall sign material to be filed attesting that the review took place.

The employee shall have the right to submit a written response to the material filed, which will itself become a permanent part of the employee's personnel file.

14.3 Complaints:

If any complaint regarding an employee is made to any member of the Administration and/or the Board by a parent, a student, or other person, and the complaint could in any way influence an evaluation of the employee, then the complaint shall be promptly investigated and immediately called to the employee's attention. The employee shall have the opportunity to respond to and/or rebut any such complaints and to submit a written answer to such information for their personnel file.

All actions, discussions, and meetings regarding conditions for employment shall be taken, insofar as is possible, without publicity; however, notice or information provided to the Association or the Board and factual reports provided in response to requests for references from the employee involved or from employers to whom the employee involved has applied shall not be considered publicity; however, notice or information provided to the Association or the Board and factual reports provided in response to requests for references from the employee

involved or from employers to whom the employee involved has applied shall not be considered publicity.

Documents and documentation derogatory to or about an employee will not 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. If the employee refuses to sign, the employee's receipt can be demonstrated by the signature of an Association representative or other witnesses. The employee may submit a written answer to such material and his/her answer will be attached to the file copy.

14.4 Communications:

The chain of command shall be established for all employees, supervisors, and the Administration. The chain of command shall be dated and distributed to employees at any time a change in command occurs.

The Supervisor(s) or the Association shall have the right to bring employee concerns before the Board after exhausting all options through the chain of command.

The Administration shall schedule meetings as necessary with the employee.

Supervisors shall assist in creating agendas for employee meetings. Such meetings shall address issues of concern and importance to employees and the Administration.

The Association will pay for substitutes for employees who attend state, local, or national Association meetings, as required.

Employees will receive orientation which the Board determines appropriate for newly assigned duties before having to assume them.

14.5 Job Descriptions: If available, a job description listing essential duties and approved by the Board will be made available to each support staff member at the time of hire. In time, job descriptions for all bargaining unit positions shall be developed. Supervisors will be responsible for providing specific work hours, job tasks, and assignments.

14.6 Family/Medical Leave (FMLA) and Vermont Parental and Family Leave Act (VPFLA): To the extent that statutory provisions are applicable, and the employee is eligible, the Board shall comply with the requirements of the Federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("VPFLA") providing the benefit which is most beneficial to the employee, as necessary and allowable under the statutes.

ARTICLE 15

GENERAL

15.1 Copies of this Agreement will be made available for downloading by each employee via the website within thirty (30) days after ratification or by request to the Central Office. New employees will be provided access to the website to download the Master Agreement at the time of hire.

- 15.2 Severability: If any provision of this Agreement or any application thereof 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. The parties shall meet within a reasonable time after any such holding for the purpose of renegotiating the provision or provisions affected. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, so long as at least two (2) meetings occur, one of which is the initial meeting, then the matter shall be postponed until contract negotiations are reopened.
- 15.3 Complete Agreement: This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.
- 15.4 Notices: All written notices to the Board or Association, respectively, will be deemed to have been properly served so long as they are either mailed by Certified Mail/Return Receipt Requested, or if personally delivered to the office of the Superintendent and the person of the President of the Association to which the matter pertains.
- 15.5 New Position: The Board agrees that any time a new position is created within the bargaining unit, the Association shall be notified in writing of such position. The Board shall negotiate with the Association over the wage rate for the position; however, if no agreement is reached within thirty (30) calendar days in which the maximum of two meetings will be scheduled, the Board may set the wage rate to remain in effect until the expiration of the collective bargaining agreement.
- 15.6 Mileage Reimbursement: Any employee who is authorized by the Administration to use their personal vehicle in the course of their employment shall be reimbursed for mileage at the current IRS rate. Parking tickets and moving violations will not be reimbursed.

ARTICLE 16

DURATION AND FUTURE NEGOTIATIONS

- 16.1 The provisions of this Agreement will be effective as of July 1, 2015, except as otherwise noted, and will continue and remain in full force and effect until June 30, 2017. 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 October 15 of the year this Agreement terminates or any October 15 thereafter of its desire to reopen this Agreement and to negotiate over terms of a successor Agreement.
- 16.2 All negotiations shall be conducted in accordance with and pursuant to Title 21, Chapter 22, of the Vermont Statutes Annotated.
- 16.3 This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 17

ARBITRATION

In accordance with 12 V.S.A. § 5652(B), the Boards and the Associations understand that this Agreement contains an agreement to arbitrate. After signing this agreement, the Boards, the Associations, and the employees understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by this 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 the Individual Master Agreements, Grievances Article, or Title 21 V.S.A. Chapter 22, Vermont Municipal Labor Relations Act, whichever is applicable.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 21st day of December, 2015.

/s/ Patricia Thompson
BFA Education Association/Date

/s/ Nilda Gonnella-French
BFA UHSD#48/NWTC Board Chair/Date

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17th day of December, 2015.

/s/ JoAnne Champagne
St Albans City Education Association/Date

/s/ James C. Farr
St. Albans City Board Chair/Date

WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17th day of December, 2015.

/s/ John Baxter
Fairfield Education Association/Date

/s/ Michael D. Malone
Fairfield School Board Chair/Date

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 18th day of December, 2015.

/s/ Patricia K. Coon
St. Albans Town Education Association/Date

/s/ Paul C. Bourbeau
SATEC Board Chair/Date

INDIVIDUAL MASTER AGREEMENT

BETWEEN

**BELLOWS FREE ACADEMY UNION HIGH SCHOOL DISTRICT #48 /
NORTHWEST TECHNICAL CENTER**

AND THE

**BELLOWS FREE ACADEMY EDUCATION ASSOCIATION
VERMONT-NEA/NEA**

JULY 1, 2015 – JUNE 30, 2017

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BFA/NWTC

ARTICLE 18

WORK ASSIGNMENTS

- 18.1 Support Staff members covered by this Agreement will be given an employment contract that shall specify any co-curricular/extra-curricular assignments to which the Support Staff member has agreed.
- 18.2 Full-year Support Staff, when school is not in session, will be assigned to duties that will be in conformity with their respective job descriptions. Management will make a reasonable effort to insure sufficient staffing and time are provided to allow the completion of assignments. Management will discuss major projects with the Support Staff prior to starting the job.
- 18.3 Support Staff will not be required to use personal tools and equipment to carry out a job assignment. This does not apply to the extent that personal automobiles may be required for the Support Staff to carry out the functions of his/her position. Transportation of students will not be a condition of employment.
- 18.4 Each work site shall have adequate heating and ventilation.
- 18.5 Support Staff members who routinely handle monies in the course of their employment or through the discretion of the Administration or supervisor in special and particular circumstances shall be appropriately bonded at the District's expense.

ARTICLE 19

SUPPORT STAFF MEMBER WORKDAY

- 19.1 Each full-time BFA Support Staff member scheduled to work at Collins/Perley Sports Complex shall be scheduled for five (5), eight (8) hour days per week, with two (2) days unassigned.
- 19.2 Any Support Staff member covered by this Individual Master Agreement who is required to work on a Sunday due to an emergency, as deemed by the Administrator/designee, shall be paid at double time their usual rate per hour. An emergency is defined as less than 24 hours' notice.
- 19.3 Paraeducator Workday:
 - A. The work year for Paraeducators will be determined by the number of days, as established by the school calendar.
 - B. The work week for Paraeducators shall be thirty seven and one-half (37.5) hours. Paraeducators will verify that they have worked seven and one-half (7.5) hours per day via the timesheet.
 - C. Paraeducators will not be required to work more than seven and one-half (7.5) hours per day unless the teaching staff agrees to extend their day beyond seven and one-half (7.5) hours. If required to work more than forty (40) hours per week, Paraeducators will be paid at time and one-half (1 ½).
 - D. Attendance at IEP meetings, staff meetings, or extended trips will not result in any additional

pay if the total week is less than forty (40) hours. Such attendance at above shall not be required.

- E. Paraeducators shall receive a paid, daily, duty-free lunch of thirty (30) minutes.
- F. No overtime shall be worked without prior approval of the Administration.
- G. At the discretion of the Administration, Paraeducators may be required to attend up to a maximum of two (2) days' training prior to Commencement or August in- service. Notification of when the training will take place will occur by April 15th if the days will be scheduled within the week after graduation, or by the end of the school year, or if the days will be scheduled within the week prior to the August in- service. Any additional days worked will be paid.
- H. A paraeducator asked to serve as a substitute shall be paid the substitute rate of pay or his/her regular rate of pay, whichever is higher.

ARTICLE 20

IN-SERVICE DAYS

- 20.1 Any Support Staff member who is required to attend any additional in-service days beyond contracted workdays shall be compensated at his/her regular rate of pay for such attendance.
- 20.2 Support Staff members shall have the right to mutually organize in-service days with the Administration for professional improvement and/or other workshops as may apply to their positions. Participation in such in-service programs shall be compensated at the Support Staff members' regular rate of pay.
- 20.3 Active Association members may be allowed to participate in training during Teacher Convention days with pay provided they:
 - A. Obtain prior written approval from their supervisor and,
 - B. Submit proof of attendance to the Superintendent/designee. Usual pay will be paid for the day.

ARTICLE 21

SCHOOL/COLLINS PERLEY COMPLEX CLOSING

- 21.1 Custodian/Maintenance and Secretarial unit members should report to work on days that school is canceled due to weather, emergency, or other administrative action, unless notified individually by the Superintendent/designee that they are not to report to work.
- 21.2 On days that have been officially canceled by the Superintendent, Support Staff members will receive their pay, based on the number of hours they are scheduled to work for the day.

ARTICLE 22

OVERTIME AND OTHER COMPENSATION

- 22.1 The regular rate of pay for all Support Staff members is set in accordance with the established grade/pay schedule (Appendix to this agreement). Consideration will be made for years of service as well as past equivalent experience, as determined by the Superintendent/Designee, and will be factored in the initial placement on step.
- 22.2 In the event extra work is required, straight time shall be paid up to forty (40) hours per week, after which, time one and one-half (1 ½) shall be paid. Supervisor approval is required for overtime assignments.

- 22.3 Non-exempt Support Staff authorized to work more than forty (40) hours per work week will be provided with either overtime pay or compensatory time in lieu of pay. In such instance, compensatory time must be approved in advance and notification to payroll must be made prior to payroll processing. A maximum of forty (40) hours of compensatory time may be accumulated, and any amounts exceeding forty (40) hours will be paid out. Accumulated and untaken compensatory time will be paid out at the end of the fiscal year and will not be carried over to subsequent years.
- 22.4 When circumstances, scheduling, or emergency needs necessitate a Support Staff member to act as supervisor or shift foreman, that Support Staff member shall receive the appropriate pay differential as specified in this Agreement for the actual time during which his/her responsibilities were increased.
- 22.5 In the event that the Board determines a need to designate a "Custodial Foreman" at the main plant during any shift, the Foreman's duties will adhere to a job description. The Custodial Foreman shall receive an additional fifteen percent (15%) of base pay over and above his/her regular wages as a flat rate of pay per pay period.
- 22.6 Provided timesheets are submitted in a timely manner, payments for overtime shall be made in the pay period immediately following the pay period in which the overtime was earned.
- 22.7 Seniority List: A seniority list shall be used in offering all overtime assignments.
- A. The most senior Support Staff member has the first right of refusal for the work assignment and the least senior Support Staff member in that work area has the last.
 - B. To assure fairness, the overtime seniority list shall continue in rotation, and shall not begin at the top each time there are overtime assignments. The assigned Support Staff member may ask other Support Staff members in his/her work area to work the overtime assignment. In the event no Support Staff member elects to work an overtime assignment, the first Support Staff member to whom the assignment was offered shall work the assignment.
 - C. If a Support Staff member declines an offer of overtime, he/she forfeits his/her turn for that assignment only and the next most senior Support Staff member shall be offered the assignment. Outside volunteers shall not be used to deny Support Staff members overtime.
 - D. A utility person shall be designated each month that he/she is not on the rotation for the month. All overtime assignments are to be posted two (2) weeks in advance to allow the Support Staff members to adequately plan schedules, or to find another Support Staff member to work the assignment. It is the utility person's responsibility to cover the overtime assignment if there is not a two (2) week notice.
 - E. If the utility person's work week is completed and an overtime assignment comes up, the Supervisor or Custodial Foreman shall cover the assignment.
- 22.8 Dance and Extra Duty Roster: A roster shall exist to cover dance and extra-duty assignments.
- A. With eight (8) Support Staff members, the rotation shall work as follows: 1 works with 8; 2 works with 7; 3 works with 6; 4 works with 5

- B. This arrangement is to insure that dance and extra-duty sponsors do not have to hire the two highest paid support staff simultaneously.
- 22.9 Support Staff will be provided with a uniform allowance to maintain their clothing when specialized clothing is required for work. The Administration will determine when, and if, specialized clothing is required.
- 22.10 Special Pay: A Support Staff member called to a work site at a time other than his/her regularly scheduled work hours shall receive a minimum of two (2) hours compensation at a rate of one and one-half (1-1/2)times his/her regular rate of pay except when such time leads into his/her regular work schedule or immediately follows his/her regular work schedule.
- 22.11 Overtime Pay: No overtime shall be worked without prior approval of the Administration.
- A. Except as noted below, if Support Staff members are required to work more than forty (40) hours per week, Support Staff members will be paid at one and one-half (1 1/2) times their regular rate of pay.
 - B. Any Support Staff member who is required by the Superintendent/designee to work on a Sunday because of an emergency (i.e. less than 24 hours' notice) shall be paid at double (2) times their rate per hour.
 - C. Should a Support Staff member be required to work on Easter Sunday, they will be paid overtime at one and one-half (1-1/2) times their regular hourly rate.

ARTICLE 23 **PROFESSIONAL AND PERSONAL LEAVE**

- 23.1 Support Staff members may be granted special leave for the purpose of improving their professional abilities at the discretion of the Administration.
- 23.2 Personal Leave: Up to four (4) days' leave of absence per year shall be granted to the Support Staff. See Article 9 of Common Document for Personal Leave Procedures.
- 23.3 Leave of Absence: An unpaid leave of absence of up to one (1) year may be granted to a Support Staff member, with the approval of the Board, providing the involved Support Staff member makes written application to the Board with all particulars regarding his/her request at least three (3) months before the planned commencement of such leave. Notification of approval or denial of a leave of absence by the Board, which is final and not grievable, shall be made in writing within thirty (30) days of such approval or denial.

During a leave of absence, salary and all other benefits shall not be paid by the District. The Support Staff member shall be allowed the option to purchase regularly offered insurance benefits in compliance with COBRA and H.633.

Upon return from a leave of absence, the Support Staff member shall be entitled to his/her former position if such position still exists, or, if his/her position does not exist, he/she shall be entitled to a position for which he/she is qualified as defined in Article 12 "Reduction in Staff" of this Individual Master Agreement, and shall retain full seniority status but shall not accrue

seniority during the period of the leave.

- 23.4 Emergency Leave: An unpaid leave may be granted at the discretion of the Administration.
- 23.5 Bereavement Leave: Up to five (5) paid days' leave may be taken for each death in the immediate family or household. Immediate family shall be defined as spouse, children, stepchildren, foster children, parents, stepparents, grandparents, in-laws, siblings, and any other similar family members mentioned above due to a civil union. Bereavement leave time may be approved for the death of another person relevant to the employee at the discretion of the Principal and will not be deducted from any other leave and such decision shall not be subject to a grievance or arbitration under this agreement.
- 23.6 Child-Rearing Leave: Support Staff member's not otherwise eligible for FMLA/VPFLA shall be entitled to thirty (30) working days of maternity or child care leave. Such leave shall be charged as sick days, personal leave, vacation days, or leave without pay.
- A. The period of leave shall be supported by a written note from a healthcare provider.
 - B. Support Staff members shall provide written notice for such leave to the Board at least thirty (30) days before such leave is planned to commence, except in case of emergency. Exceptions to this deadline may be granted at the Board's discretion.
 - C. During unpaid child-care leave, a Support Staff member shall be able to purchase ordinary insurance benefits offered by the Board in accordance with COBRA and H.633. Other benefits will not accrue after ninety (90) days of such leave.
 - D. Upon return from child-care leave, a Support Staff member shall be entitled to his/her former position if such position still exists; or if his/her position does not exist, he/she shall be entitled to a position for which he/she is qualified, as defined in Article 18 "Reduction in Staff" of this Individual Master Agreement, and shall retain full seniority status, but shall not accrue seniority during the period of the leave.
 - E. The provisions for child-care leave shall be available to Support Staff members who adopt a child.
- 23.7 Sick Leave: Full-year Support Staff members shall be entitled to fifteen (15) sick days during this Agreement. School year Support Staff and those who work less than full year but more than the school year shall receive eleven (11) sick days per year. Sick leave days shall be allowed to accumulate up to ninety-two (92).

The District shall provide each Support Staff member with an accounting of his/her total unused, accumulated sick days on the Support Staff members paycheck stub.

Support Staff members may also utilize their sick leave in case of illness to a resident member of the Support Staff member's household to include mother, father, daughter, son, or spouse, civil union partner, or legal dependent.

Sick time may not be used to extend a vacation, holiday, or used to cover absences during inclement weather when school is in session.

- 23.8 Sick Leave Bank: A sick leave bank of up to one hundred seventy (170) days will be established from sick days voluntarily set aside by Support Staff wishing to participate in this benefit. The stipulations for eligibility and for utilization of this benefit are as follows:
- A. Full-time Support Staff members must contribute two (2) days of their sick leave benefit and part-time Support Staff members will contribute a prorated amount of the two (2) days based on their scheduled work week by September 15 of the first school year they wish to be a part of this benefit.
 - B. A Support Staff member hired after September 15 may contribute two (2) days of his/her sick leave to the Sick Leave Bank within ten (10) working days of his/her date of hire.
 - C. Participating Support Staff members shall have a maximum cumulative withdrawal of forty (40) days.
 - D. Participating Support Staff members may only utilize the sick leave bank when they have exhausted all other accumulated sick leave days as a result of a catastrophic illness or disability, and it is the continuation of said illness or disability.
 - E. The sick leave bank shall be replenished annually or whenever the balance falls below one hundred seventy (170) days or for any additional days that are needed to serve the eligible and approved membership.
 - F. The qualification for continued participation shall be the contribution of one (1) day per full-time Support Staff member and the prorated amount of one (1) day for part-time Support Staff members.
 - G. If the total number of days is at a maximum of one hundred seventy (170) days, Support Staff members may still be allowed to participate; however, the Board will hold the days required for enrollment in "escrow" until such time as the maximum number of days falls below one hundred seventy (170) days.
 - H. The sick leave bank shall be administered by a committee comprised of two (2) Association representatives, the Superintendent, and the Principal/Director. However, all recordkeeping involved in administering this benefit shall be the responsibility of the Association, and the Superintendent's Office shall receive copies of all such records on October 15 or when requested.
 - I. The Committee shall consider the application of a Support Staff member applying for benefits under this provision and reach a decision. In the case of a tie vote, the matter shall be submitted to arbitration under the Expedited Rules for the AAA.
- 23.9 Jury Duty Leave: A Support Staff member called for jury duty shall be excused from work as deemed necessary by the court. Compensation for each day of jury duty shall be at the Support Staff member's regular hourly wage less usual and customary deductions. Any amount paid by the court must be reimbursed to the District.
- 23.10 Each Support Staff member shall be responsible for reporting all leaves to their supervisor and the Superintendent's Office by completing the standard District leave form.
- 23.11 Military Leave: A Support Staff member who is called to military duty shall notify the

Administration as far in advance as possible regarding any active duty obligations (military reserve, National Guard, etc.) which might occur during regularly scheduled working hours.

Whenever possible, a Support Staff member shall make an attempt to schedule such duty at times outside of regularly scheduled working hours. Time away from work will be considered unpaid time. Support Staff members called to active duty will be subject to the District's Military Policy, consistent with applicable laws.

ARTICLE 24

HOLIDAYS

24.1 Support Staff members, except Paraeducators, shall receive the following paid holidays:

New Year's Day	Labor Day
Columbus Day	President's Day
Town Meeting Day	Independence Day
Christmas Day	Martin Luther King Day
Thanksgiving Day	Memorial Day
Veteran's Day	

School year secretaries shall not receive Independence Day as a paid holiday.

- 24.2 Paid holidays falling on a Saturday shall be observed on the preceding Friday and paid holidays falling on a Sunday shall be observed on the following Monday.
- 24.3 Eligible Support Staff required to work on holidays shall be granted a floating holiday in lieu of the actual holiday. This floater may be taken at a mutually convenient time between the Support Staff member and his/her supervisor.
- 24.4 A Support Staff member required to work on Easter Sunday will be paid overtime at one and one half (1 1/2) times their regular hourly rate.

ARTICLE 25

PAID VACATION

25.1 Full-year, full-time Support Staff members shall be granted paid vacation and shall be allowed to take earned time upon the approval of their Supervisor as follows:

<u>Completed Years of Service</u>	<u>Benefit</u>
1 to 5 years	10 working days
6 to 15 years	15 working days
16 and above	20 working days

- 25.2 Requests for vacation must be approved, in writing, by the Support Staff member's Supervisor/Administrator prior to taking time off. The Supervisor/Administrator will determine priority of vacation time based on the needs of the department.
- 25.3 The vacation year will run July 1 through June 30. Calculation of vacation time for eligible Support Staff members shall be as of July 1 each year.
- 25.4 Eligible Support Staff hired after July 1 of the new school year shall receive prorated vacation

time for the year based on the number of days of hire for his/her first partial year of employment. Thereafter on each July 1, he/she would earn appropriate vacation days based on the table above (Article 25.1).

The vacation time for persons hired prior to July 1, 2008 will be calculated on June 30, 2008 for any adjustments.

- 25.5 New Support Staff eligible for vacation may take earned time after successfully completing the probationary period.
- 25.6 Up to ten (10) days are allowed to be carried forward to the next fiscal year with written approval from the Administration and must be taken prior to December 31 and/or prior to termination or the days will be lost.

ARTICLE 26

HEALTH INSURANCE

26.1 Eligible Support Staff members will have a choice of selecting the VEHI dual option health insurance plan or the Blue Cross/Blue Shield J-Y-M-B (managed care) plan. The Association is encouraged to investigate other healthcare coverage plans for consideration in future contract periods. The Board will consider plans that are presented with a financial impact that is equal to or less than the status quo.

26.2 Any Support Staff member selecting the VEHI dual option plan shall contribute to the cost of the premium at the following rates:

<u>For the School Year</u>	<u>Amount</u>
2015-2016:	eighteen percent (18%)
2016-2017:	eighteen percent (18%)

26.3 Any Support Staff member selecting the J-Y-M-B plan shall contribute to the cost of the premium by paying the full difference between the cost of the J-Y-M-B premium and the cost to the District of the VEHI dual option plan plus the shared premium costs specified in Article 26.2 (above).

26.4 The major medical coverage plan shall be \$1,000,000 lifetime per person.

26.5 Each Support Staff member covered under the hospitalization plan whose spouse/civil union partner is also covered under their plan, or a plan with another organization, has the option of receiving the coverage as conventionally offered or thirty five percent (35%) of the dollar amount of the premium which would otherwise be paid by the District on his/her behalf. Payments for this cash option will be made in three (3) installments on the first pay date after December 1st, March 1st, and June 1st.

When BFA and/or NWTC employs both spouses/civil union partners, only one is entitled to this benefit. In order to receive a cash option payout, Support Staff must provide proof that they have insurance coverage elsewhere.

- 26.6 Support Staff members who are laid off or otherwise no longer employed by BFA or NWTC may continue benefits at their expense in accordance with COBRA and R.633.
- 26.7 Support Staff members shall notify the Business Office immediately should their insurability status change in any way.
- 26.8 VSBIT Rebate: A VSBIT rebate, if any, received by the District shall be split 50%-50% between the District and all individuals participating in the VEHI and BC/BS J-Y-M-B health insurance programs as of January 1 of the contract year. Participating Support Staff shall receive an equal share of the 50% portion of the rebate without regard to single, two- person, or family coverage. Such Support Staff members shall be issued a check on or about February 1 of each school year, but not later than thirty (30) days after the District receives the VSBIT rebate. Support Staff members selecting the cash option described above shall be excluded from receiving a share of this rebate benefit.

ARTICLE 27

DENTAL INSURANCE

- 27.1 The BFA/NWTC employee dental insurance will be through Delta Dental. The District shall pay the full premium.
- 27.2 Support Staff members who are laid off or otherwise no longer employed by BFA/NWTC may continue benefits at personal cost in accordance with COBRA and H.633.
- 27.3 Support Staff members shall notify the Business Office immediately should their insurability status change in any way.

ARTICLE 28

LIFE INSURANCE

- 28.1 The Board shall provide the following:
- A. A term life insurance policy with a face value of thirty thousand dollars (\$30,000) for each Support Staff member.
 - B. A paid-up term life insurance policy with the face value of two thousand dollars (\$2,000) will be provided to each Support Staff member at their retirement from BFA and/or NWTC. This is limited to employees who were hired on or before June 30, 1997.
- 28.2 A Support Staff member who has been laid off or otherwise not employed may continue their life insurance at their own cost.

ARTICLE 29

JOB OPENINGS AND VOLUNTARY TRANSFERS

- 29.1 Job Openings: Support Staff members shall be informed of all job openings within the Association either through the creation of a new position or through a vacancy in an already existing position. This will be managed according to the following procedure:
- A. If there is no one on lay-off status who is eligible for recall to a vacancy occurring within the bargaining unit, either through the creation of a new position or through a vacancy in an already existing position, then the vacancy shall be posted by the

Administration in the Maintenance Office, at the Collins/Perley Complex Office, BFA and NWTC Main Offices, Superintendent's Office, Vocational Office, and in the teacher's lounge for a minimum of ten (10) days, during which time Support Staff members shall be given the opportunity to apply to the Administration, in writing, for voluntary transfer to the open position.

- B. The Board shall ensure that a copy of said notice for the job openings is mailed (certified mail, return receipt requested) to the Association President at his/her home address (unless such notice can be personally delivered) on the day the job opening notice is posted.

29.2 Voluntary Transfer: Support Staff members who apply for voluntary transfer will be considered as follows: (1) by seniority when equally qualified within the work area in which the vacancy exists, (2) by qualification within the Association.

For purposes of this Article, seniority shall be calculated by multiplying the number of years of employment by the full-time equivalent (PTE) which shall be based on two hundred sixty (260) days for less than full-year staff. Regularly scheduled hours shall not be a consideration in this calculation.

29.3 A Support Staff member shall be provided a written notice of refusal or denial of transfer by the Administration, if the Support Staff member desires. Such written notice shall not be placed in the Support Staff member's personnel file.

29.4 The Support Staff member accepted for transfer to a previously vacant position shall be immediately placed on the appropriate wage scale in that new category, at least equivalent of the wage formerly earned.

29.5 Should a Support Staff member desire a voluntary transfer to another position, such transfer shall be initiated by the Support Staff member and shall be made without prejudice.

27.6 While seniority shall not be affected, compensation and benefits will be commensurate with the new position.

ARTICLE 30

PROFESSIONAL IMPROVEMENT

30.1 This benefit shall not apply to part-time Support Staff members and only applies after an eligible Support Staff member has completed one full year of employment.

30.2 The sum will not exceed one hundred percent (100 %) of the resident tuition cost equivalent to three (3) credit hours at the University of Vermont. If the cost of the course is less than the University of Vermont per-credit-hour rate, the lesser amount will be paid. Any balance may be applied to additional education provided the cost does not exceed the original benefit amount.

30.3 The Board will authorize reimbursement for up to the equivalent of three (3) credit hours per eligible Support Staff member per year.

- 30.4 Such courses shall be relevant to the current job assignment of the Support Staff member, and must be approved in writing in advance by the District's Administration.
- 30.5 An amount equal to the cost of one and one-half (1 ½) of these credits may be used to attend workshops and conferences that are relevant to the current job assignment of the Support Staff member, as determined by the supervisor.
- 30.6 Reimbursement shall be made at the time of registration. The applicant should notify the Business Office as soon as he/she decides to take a course. Satisfactory completion of the course and proof of attendance is required. If not completed, the Support Staff member shall reimburse the Board the amount of money advanced. The Board reserves the right to collect advanced funds from Support Staff members who do not attend or unsuccessfully complete courses through payroll deduction.

ARTICLE 31 CO-CURRICULAR AND EXTRA-CURRICULAR ACTIVITIES

- 31.1 Vacancies in co-curricular and extra-curricular assignments shall be posted internally before being publicly advertised. The Administration and the Board shall give a Support Staff member's application for co-curricular/extra-curricular assignments and vacancies careful and serious consideration.
- 31.2 Support Staff members who undertake co-curricular and/or extra-curricular responsibilities shall receive additional compensation according to the established schedule and policies.
- 31.3 Co-curricular and extra-curricular position assignments are for one-year only.

ARTICLE 32

DISTRICT PROVISIONS

- 32.1 A Support Staff member covered by the Collective Bargaining Agreement shall be an employee who regularly works twenty (20) or more hours per week. Such designation of a "Support Staff" member shall not include employees working twenty (20) or more hours per week who are casual, substitute, temporary, or seasonal employees. The Board shall not use casual, substitute, temporary, or seasonal employees in order to deny wages and benefits to the Support Staff or to diminish the size of the bargaining unit.
- 32.2 Support Staff working less than twenty (20) hours per week shall not be eligible for benefits.
- 32.3 Members of the Association shall be classified as either: "School Year Support Staff," "Extended School Year Support Staff," or "Full Year Support Staff." A school year Support Staff member is the employee who works the number of school days established by the school calendar. An extended year Support Staff member is the employee who works more than the established school calendar per year, but less than a full year Support Staff member. A full year Support Staff member is the employee who is employed to work part time or full time, fifty two (52) weeks per year. A full year, full time Support Staff member is employed for at least two thousand eighty (2,080) hours per year. Full year, part time Support Staff members working less than two thousand eighty (2,080) hours, but more than one thousand forty (1,040) hours, are eligible for benefits.

Support Staff members shall not be discriminated against with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association and its affiliates, collective negotiations with the Board, or their institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- 32.4 The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- 32.5 Any employee covered by this agreement with twenty-five (25) years or more of service at BFA shall receive a lump sum annual payment of three hundred dollars (\$300.00) payable in December of each year during the life of this contract. The employee must be actively employed at the time payment is made to be eligible.
- 32.6 New secretarial/custodial employees will be placed within the appropriate hiring wage range for their experience; however, the wage rate will not be greater than the wage rate of a current employee with similar education or experience.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 21st day of December, 2015.

BELLOWS FREE ACADEMY UNION HIGH SCHOOL DISTRICT #48 AND NORTHWEST TECHNICAL CENTER BOARD OF DIRECTORS:

/s/ Nilda Gonnella-French
Nilda Gonnella-French, Board Chair

12/16/15
Date

BELLOWS FREE ACADEMY EDUCATIONAL ASSOCIATION:

/s/ Patricia Thompson
Patricia Thompson, Lead Negotiator

12/21/15
Date

APPENDIX A**SCHOOL YEAR HOURLY WAGE SCHEDULE FY16
BFA/NWTC Paraeducators/Other School Year Employees****Hourly Wage Schedule FY2016**

For FY 2016: base salary increase of \$0.30 and one step advancement for eligible employees.

Step	Col 1	Col 2	Col 3
1	15.22	15.35	15.57
2	15.33	15.44	15.68
3	15.42	15.55	15.78
4	15.54	15.65	15.89
5	15.63	15.75	15.98
6	15.72	15.86	16.10
7	15.84	15.96	16.19
8	15.93	16.07	16.31
9	16.04	16.17	16.41
10	16.15	16.28	16.51
11	16.24	16.38	16.63
12	16.34	16.49	16.72
13	16.45	16.59	16.84
14	16.54	16.68	16.93
15	16.65	16.79	17.04
16	16.75	16.89	17.15
17	16.86	17.00	17.25
18	16.95	17.11	17.36
19	17.06	17.21	17.46
20	17.16	17.31	17.56
21	17.26	17.42	17.68
22	17.37	17.52	17.77
23	17.47	17.63	17.89
24	17.56	17.73	17.98
25	17.67	17.82	18.09

Transliterator	\$34.72
In-School Support Monitor	\$22.95
Attendance Monitor	\$15.12

Starting salary for all new employees to be determined at the Superintendent's discretion

BFA/NWTC

FY16 Paraeducator Salary Schedule Continued

Criteria:

Column 1: Has taken and passed the formal state or local academic assessment. Does not hold an Associate's Degree or sixty (60) or more credit hours.

Column 2: Holds an Associate's Degree or sixty (60) or more credit hours with a minimum of nine (9) credits pertinent to their position. Does not hold a Bachelor's Degree.

Column 3: Holds a Bachelor's Degree or one hundred twenty (120) or more credit hours with a minimum of nine (9) credits pertinent to their position.

Column Movement: Requests for anticipated column movement must reach the Superintendent's Office by January 1 in order to be considered for column movement for the following school year.

Documentation verifying successful completion of requirements must reach the Superintendent's Office prior to the start of the school year in order for adjustment to the employee's placement.

Course Credit: Fifteen (15) seminar hours (workshops/in-service) equals one (1) credit hour.

New Paraeducators: Starting Salary for all new employees to be determined at the Superintendent's discretion.

New Paraeducators: New paraeducators meeting requirements will be placed on the schedule by the Superintendent based on experience and course credit.

New Paraeducators: New paraeducators not meeting minimum requirements may be hired on the first step and will be held on step unless Column 1 qualifications have been met. Qualifications must be met within two (2) years of hire, or will not be renewed.

APPENDIX B**SCHOOL YEAR HOURLY WAGE SCHEDULE FY17
BFA/NWTC Paraeducators/Other School Year Employees****Hourly Wage Schedule FY2017**

For FY 2017: base salary increase of \$0.30 and two step advancement for eligible employees.

Step	Col 1	Col 2	Col 3
1	15.52	15.65	15.87
2	15.63	15.74	15.98
3	15.72	15.85	16.08
4	15.84	15.95	16.19
5	15.93	16.05	16.28
6	16.02	16.16	16.40
7	16.14	16.26	16.49
8	16.23	16.37	16.61
9	16.34	16.47	16.71
10	16.45	16.58	16.81
11	16.54	16.68	16.93
12	16.64	16.79	17.02
13	16.75	16.89	17.14
14	16.84	16.98	17.23
15	16.95	17.09	17.34
16	17.05	17.19	17.45
17	17.16	17.30	17.55
18	17.25	17.41	17.66
19	17.36	17.51	17.76
20	17.46	17.61	17.86
21	17.56	17.72	17.98
22	17.67	17.82	18.07
23	17.77	17.93	18.19
24	17.86	18.03	18.28
25	17.97	18.12	18.39

Transliterater	\$35.22
In-School Support Monitor	\$23.45
Attendance Monitor	\$15.62

Starting salary for all new employees to be determined at the Superintendent's discretion.

BFA/NWTC

FY17 Paraeducator Salary Schedule Continued

Criteria:

Column 1: Has taken and passed the formal state or local academic assessment. Does not hold an Associate's Degree or sixty (60) or more credit hours.

Column 2: Holds an Associate's Degree or sixty (60) or more credit hours with a minimum of nine (9) credits pertinent to their position. Does not hold a Bachelor's Degree.

Column 3: Holds a Bachelor's Degree or one hundred twenty (120) or more credit hours with a minimum of nine (9) credits pertinent to their position.

Column Movement: Requests for anticipated column movement must reach the Superintendent's Office by January 1 in order to be considered for column movement for the following school year. Documentation verifying successful completion of requirements must reach the Superintendent's Office prior to the start of the school year in order for adjustment to the employee's placement.

Course Credit: Fifteen (15) seminar hours (workshops/in-service) equals one (1) credit hour.

New Paraeducators: Starting Salary for all new employees to be determined at the Superintendent's discretion.

New Paraeducators: New paraeducators meeting requirements will be placed on the schedule by the Superintendent based on experience and course credit.

New Paraeducators: New paraeducators not meeting minimum requirements may be hired on the first step and will be held on step unless Column 1 qualifications have been met. Qualifications must be met within two (2) years of hire, or will not be renewed.

APPENDIX C SECRETARY/BOOKKEEPER WAGE SCHEDULE FY16 & 17
BFA/NWTC Secretary/Bookkeeper

Hourly Wage Schedule FY2016 and FY 2017

For FY 2016: Base Salary increase of \$0.30 and one step advancement for eligible employees.

For FY 2017: Base Salary increase of \$0.30 and two step advancement for eligible employees.

Step	FY16	FY17
0	17.03	17.33
1	17.27	17.57
2	17.51	17.81
3	17.74	18.04
4	17.98	18.28
5	18.22	18.52
6	18.47	18.77
7	18.64	18.94
8	18.82	19.12
9	19.01	19.31
10	19.18	19.48
11	19.30	19.60
12	19.42	19.72
13	19.55	19.85
14	19.66	19.96
15	19.78	20.08
16	19.90	20.20
17	20.02	20.32
18	20.14	20.44
19	20.26	20.56
20	20.37	20.67
21	20.50	20.80
22	20.61	20.91
23	20.75	21.05
24	20.86	21.16

New hires will be placed on the schedule by the Superintendent based on experience. No new hires may be placed on the salary schedule at a step higher than that of an existing employee with similar years of experience.

APPENDIX D**MAINTENANCE WAGE SCHEDULE FY16****BFA/NWTC Custodian I, Custodian II, Maintenance Worker, Custodial Supervisor****FY2016 Hourly Wage Schedule**

For FY2016: base salary increase of \$0.30 and one step advancement for eligible employees.

	Custodian I	Custodian II	Maintenance Worker	Custodial Supervisor
Step 0	15.95	16.64	17.81	22.57
Step 1	16.09	16.78	18.04	22.93
Step 2	16.21	16.93	18.27	23.29
Step 3	16.34	17.08	18.50	23.65
Step 4	16.47	17.21	18.72	24.01
Step 5	16.61	17.37	18.95	24.37
Step 6	16.74	17.50	19.18	24.73
Step 7	16.87	17.65	19.40	25.08
Step 8	17.00	17.78	19.62	25.45
Step 9	17.13	17.94	19.85	25.80
Step 10	17.27	18.07	20.09	26.15
Step 11	17.42	18.24	20.29	26.31
Step 12	17.58	18.39	20.49	26.45
Step 13	17.73	18.54	20.69	26.59
Step 14	17.89	18.70	20.90	26.74
Step 15	18.04	18.85	21.10	26.88
Step 16	18.20	19.01	21.31	27.02
Step 17	18.35	19.17	21.52	27.17
Step 18	18.51	19.32	21.72	27.31
Step 19	18.66	19.48	21.91	27.45
Step 20	18.82	19.62	22.12	27.59
Step 21	18.97	19.79	22.33	27.75
Step 22	19.13	19.94	22.52	27.88
Step 23	19.29	20.10	22.73	28.03
Step 24	19.45	20.26	22.94	28.17

New hires will be placed on the schedule by the Superintendent based on experience. No new hires may be placed on the salary schedule at a step higher than that of an existing employee with similar years of experience.

APPENDIX E**MAINTENANCE WAGE SCHEDULE FY17****BFA/NWTC Custodian I, Custodian II, Maintenance Worker, Custodial Supervisor****FY2017 Hourly Wage Schedule**

For FY2017: base salary increase of \$0.30 and two step advancement for eligible employees.

	Custodian I	Custodian II	Maintenance Worker	Custodial Supervisor
Step 0	\$16.25	\$16.94	\$18.11	\$22.87
Step 1	\$16.39	\$17.08	\$18.34	\$23.23
Step 2	\$16.51	\$17.23	\$18.57	\$23.59
Step 3	\$16.64	\$17.38	\$18.80	\$23.95
Step 4	\$16.77	\$17.51	\$19.02	\$24.31
Step 5	\$16.91	\$17.67	\$19.25	\$24.67
Step 6	\$17.04	\$17.80	\$19.48	\$25.03
Step 7	\$17.17	\$17.95	\$19.70	\$25.38
Step 8	\$17.30	\$18.08	\$19.92	\$25.75
Step 9	\$17.43	\$18.24	\$20.15	\$26.10
Step 10	\$17.57	\$18.37	\$20.39	\$26.45
Step 11	\$17.72	\$18.54	\$20.59	\$26.61
Step 12	\$17.88	\$18.69	\$20.79	\$26.75
Step 13	\$18.03	\$18.84	\$20.99	\$26.89
Step 14	\$18.19	\$19.00	\$21.20	\$27.04
Step 15	\$18.34	\$19.15	\$21.40	\$27.18
Step 16	\$18.50	\$19.31	\$21.61	\$27.32
Step 17	\$18.65	\$19.47	\$21.82	\$27.47
Step 18	\$18.81	\$19.62	\$22.02	\$27.61
Step 19	\$18.96	\$19.78	\$22.21	\$27.75
Step 20	\$19.12	\$19.92	\$22.42	\$27.89
Step 21	\$19.27	\$20.09	\$22.63	\$28.05
Step 22	\$19.43	\$20.24	\$22.82	\$28.18
Step 23	\$19.59	\$20.40	\$23.03	\$28.33
Step 24	\$19.75	\$20.56	\$23.24	\$28.47

New hires will be placed on the schedule by the Superintendent based on experience. No new hires may be placed on the salary schedule at a step higher than that of an existing employee with similar years of experience.

INDIVIDUAL MASTER AGREEMENT

BETWEEN THE

FAIRFIELD SCHOOL DISTRICT BOARD OF DIRECTORS

AND THE

FAIRFIELD EDUCATION ASSOCIATION VT-NEA

FOR THE

FAIRFIELD SUPPORT STAFF

July 1, 2015 – June 30, 2017

**FAIRFIELD CENTER SCHOOL
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FAIRFIELD CENTER SCHOOL

ARTICLE 18

WORK CONDITIONS

- 18.1 If the school day is altered as directed by the Administration due to an unscheduled delayed opening, unscheduled early release, or is canceled while in session, the employee will receive his/her regular per diem pay.
- Scheduled closings (i.e.: holidays, school breaks) and weather related emergency closings are unpaid; however, employees may choose to access their accumulated leave time in order to be paid (see Article III "Leaves").
- 18.2 At the time of employment, each employee shall be given a copy of their appropriate job description. The job description shall list the job duties and responsibilities of the position.
- 18.3 Just Cause: Any such action will be made only after a meeting between the employee involved and the Principal, at which time the employee will be informed in writing of the specific reasons therefor. The employee may, at his/her option, have a representative of the Association present at such meeting. In all cases the penalty shall be commensurate with the seriousness and/or frequency of the violation.
- 18.4 Vacancies and Transfers: Should a vacancy occur within the bargaining unit, either through creation of a new position or a vacancy in an existing position, and should there be no employees on full or partial layoff status eligible to be recalled to said position under the terms of Article 7.5(B), then said vacancy shall be posted in a central location in each Fairfield District school, for a minimum of five (5) workdays (Monday through Friday excluding school holidays), during which time current employees shall be given the opportunity to apply to the Principal, in writing, for a voluntary transfer to such position. If a vacancy occurs during a school vacation (of more than two (2) days), the five (5) days will commence with the date of the first class mailing of said notice of vacancy to all bargaining unit members and the foregoing time limit shall apply. If a job becomes available in conjunction with school activities, such as additional tutoring and summer school, the job shall be posted at the school for five (5) work days and current school employees shall be considered for the work before the position(s) is offered to the general public.
- 18.5 Paraprofessionals who agree to serve as a substitute teacher shall receive their regular rate of pay plus an additional two dollars (\$2.00) per hour. No paraprofessional shall be required to work for a full day as a substitute teacher if he/she does not wish to do so except in emergency circumstances requiring immediate action. The Principal shall determine "emergency circumstances."
- 18.6 No paraprofessional shall be required to perform custodial duties except under extenuating circumstances.

- 18.7 No paraprofessional shall be required to provide transportation to students as part of his/her regular job duties.
- 18.8 Support staff shall not be requested or required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or wellbeing. Any grievances that may arise from Article 18.8 may not be brought to arbitration.
- 18.9 The Board and the Association recognize that paraprofessionals play an important role in the successful education of students and the orderly running of the school on a daily basis. To further the success of paraprofessionals in effectively performing their responsibilities in the school, the Board agrees that any paraprofessional required by the supervisor on approval of the Principal to attend a staff meeting, an IEP meeting, and other meetings at school where decisions regarding the paraprofessional's responsibilities are considered, shall be paid to attend such meetings.
- 18.10 Medical Evaluations: Where an employee has been absent due to illness or injury, the Superintendent or designee may require the employee to provide, prior to the employee's return to work, certification by an appropriate physician/health care provider that the employee is mentally and physically able to perform the essential function of the employee's position.

As a condition of continued employment, the Superintendent may also require an employee to provide certification by an appropriate physician/health care provider that the employee is mentally and physically able to perform the essential function of the employee's position.

It shall be the right of the Superintendent or designee to require that an employee obtain certification of illness by a physician/health care provider in any instance in which he/she has reason to believe that the employee's use of sick leave has not been for a bona fide illness.

If certification is required, the Board agrees to pay the cost to the employee of such required certification which is not reimbursed by health insurance.

- 18.11 Overtime: Overtime shall only be worked when it is authorized by the Principal or designee. Overtime will be offered first on a voluntary basis. If all available employees refuse overtime, the Principal or designee shall equitably rotate assignments of overtime work to qualified employees.
- A. Employees who are required to work overtime (i.e., more than forty (40) hours worked per week or eight (8) hours worked a day) shall be compensated at the rate of one and one-half (1Yz) his/her normal hourly rate for all overtime in excess of forty (40) hours per week. Overtime shall only be authorized and required by the Principal or Principal's designee. An employee's workday cannot be extended beyond eight (8) hours without the consent of the employee or if an emergency situation exists as determined by the Principal.
- B. Custodians who are required to work overtime, (i.e., more than forty (40) hours per week or eight (8) hours a day) shall be compensated at the rate of one and one-half(1Yz) his/her normal hourly rate for all overtime in excess of forty (40) hours per week or eight (8) hours

a day. Overtime shall only be authorized and required by the Principal or Principal's designee.

C. Compensatory Time (only available to Custodians): Custodians who have earned overtime for actual hours worked over forty (40) hours in a single work week, may, with the approval of the District's Principal or his/her designee, be allowed to accrue compensatory time, at time and one half in lieu of such paid overtime up to a balance of forty (40) hours in a fiscal year. Employees allowed to accrue compensatory time in lieu of overtime may utilize such compensatory time as follows:

- 1) Employees shall request to use accrued compensatory time as far in advance as possible, but in no event, except for emergency situations, less than one (1) day in advance.
- 2) An employee who has requested the use of such compensatory time shall be permitted by the employee's District to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the District.
- 3) Compensatory time may be used in increments as small as one (1) hour except when such usage will unduly disrupt the operations of the employee's department.
- 4) Employee must use or trade in for compensation any amount of compensatory time earned during the fiscal year it was earned. Any unused compensatory time shall be paid to the employee in cash by June 30 of the school year in which it was earned. The compensation received shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

18.12 Extra and Co-curricular Assignments: If an employee chooses to volunteer for an extra and/or co-curricular assignment available at his/her school, it is agreed that such assignment, if received, is fully separate from employment under this Agreement and no terms or conditions of this Agreement have any bearing on the assignment. See separate documentation for the terms and conditions relating to such assignments.

18.13 Trainings and Meetings:

- A. In-service Trainings: Employees may be required by the Administration to attend in-service trainings or meetings that the Administration deems pertinent. Any time required beyond the scheduled work week will be compensated at the employee's base rate of hourly pay consistent with appropriate wage and hour statutes and District policy and procedures.
- B. After-work Meetings/Trainings: Employees shall be required to attend no more than one (1) after-work-hour meeting/training per month and each meeting/training shall last no longer than sixty (60) minutes beyond the normal workday adjusted for staggered student days. Any time required beyond the scheduled work week will be compensated at the employee's base rate of hourly pay consistent with appropriate wage and hour statutes and District policy and procedures. Meetings/trainings will be scheduled on the calendar for the school year.
- C. Paraprofessional lunch break is paid.

ARTICLE 19

WAGES

- 19.1 Salaries for all employees covered by this Agreement are set forth in Appendix A-C, which is attached hereto and made a part hereof.
- 19.2 Advancement to the next step on the salary schedule for paraprofessionals will be made only at the beginning of the school year. An employee hired during the year will be given credit for a full year of service if he/she is employed prior to February 1 and serves continuously for the remainder of the school year.
- 19.3 Payroll Deductions: Employees who have any insurance or other benefit through their school and owe contributions thereon shall have any contributions automatically deducted from their paychecks. In the event an employee does not receive a paycheck during a particular pay period(s), it is the employee's responsibility to contact the Business Office and make arrangements so that the required contributions are timely made. Failure to make timely payments may result in the discontinuance of the benefit.

ARTICLE 20

LEAVES

- 20.1 Sick Leave, Personal Leave, and School Closings
 - A. Full-Year, Full-Time Employee: Full-year employees shall receive sixteen (16) paid days off per year with accumulation allowed to twenty-three (23) days to be used for sick leave, personal leave, or when school is cancelled.
 - B. School-Year Employees: School-year employees shall receive fifteen (15) paid days off per year with accumulation allowed to twenty-two (22) days to be used for sick leave, personal leave, or when school is cancelled.
 - C. Part-Time Employees: Sick leave, personal leave, school closings and bereavement leave will be prorated for part-time employees.
- 20.2 Leave without Pay. The Board in its discretion may grant an employee who is unable to work because of personal illness or disability and who has exhausted all leave, a leave of absence without pay for the duration of such illness or disability, up to the end of the school year upon application of the employee. The decision of the Board shall not be subject to grievance.
- 20.3 Family Illness. Use of leave for family illness shall be granted by the Principal upon the filing of a form, mutually developed by the parties, which will state the general nature of the illness and the name of the family member. A family member shall be a spouse, civil union partner, and/or children of the member.
- 20.4 Bereavement Leave: An employee upon request shall be granted up to three (3) days leave per occurrence with pay for the death of a spouse, a civil partner, a significant other, children (including foster children), siblings, stepchildren, parents, stepparents, grandparents, grandchildren, like in-laws, and resident members of the employee's household. A written request for additional bereavement leave with or without pay may be granted by the Principal at his/her discretion, subject to appeal to the Superintendent, and such decision shall not be subject

to a grievance or arbitration under this Agreement. Bereavement leave time may be approved for the death of another person relevant to the employee at the discretion of the Principal and will not be deducted from any other leave and such decision shall not be subject to a grievance or arbitration under this agreement.

- 20.5 Medical Verification. The Board may require written verification from the employee for the use of sick leave, beyond three (3) days, stating the nature of the illness, the period of employment, and the relief sought. If the employee has not seen a physician in regard to said illness and the Board requires further medical verification, it can require medical verification at the Board's expense.
- 20.6 Professional Leave: At the discretion of the Principal, employees may be granted paid leave for professional development activities.
- 20.7 Jury Duty Leave. Employees shall be allowed leave for jury duty. Any employee called to jury duty shall make a reasonable effort to serve such duty at times when school is not in session. In the case where the employee's jury duty obligation requires absence during normal work hours, the District shall provide paid leave at the employee's normal daily wage, less any compensation, excluding reimbursed expenses that the employee receives as a result of serving on jury duty. The employee is responsible for communicating the compensation or allowance to the Administration so that the benefit can be paid.
- 20.8 Military Leave: Military leave will be provided consistent with state and federal law.

ARTICLE 21

VACATIONS AND HOLIDAYS

21.1 Full-year, full-time employees shall receive the following paid holidays:

Labor Day, Day after Thanksgiving, 1/2 day New Year's Eve*, Memorial Day, Veterans Day, 1/2 day Christmas Eve*, New Year's Day, Independence Day, Thanksgiving Day, Christmas Day, Martin Luther King Day.

*These half days can be combined and used as one full day.

- 21.2 A paid holiday falling on a Saturday or Sunday shall be observed as follows: if the holiday falls on a Saturday, the holiday will be observed on Friday; or if the holiday falls on a Sunday, the holiday will be observed on Monday.
- 21.3 If an employee(s) is required to work by the Administration or in the event of an emergency situation on a holiday when school is not in session, the employee shall be paid at a rate of two times (2X) their hourly rate of pay. Employees will be paid for hours worked with a minimum of four (4) hours.
- 21.4 The paid vacation schedule for the current full-year, full-time employee(s) shall be as follows:

<u>Years of service completed</u>	<u>Vacation Days</u>
0-4*	5 Days
5-9	10 Days
10-14	15 Days
15+	20 Days

*Years of service will be counted beginning with the fiscal year. The first year will be prorated from the anniversary date to July 1st.

Vacation days may not be taken when school is in session without the consent of the building Principal.

ARTICLE 22

INSURANCE

22.1 Health Insurance, Full-Year Employees. The Board will provide full-time, full-year employees with health insurance benefits under the plan or plans that the Board provides teachers in the District. Such benefits shall include single person, two-person, and family coverage depending on the marital and family status of the employee. Employees electing such insurance shall contribute eighteen percent (18%) of the total cost of the annual premium for the base health insurance plans for the coverage that the employee selects. Any change to enrollment in health insurance membership will be pursuant to the issuing carrier's regulations.

Employees may elect to enroll in the BCBS-JY option, if offered, by authorizing an additional payroll deduction for the difference in premiums between that plan and the base plans. Employee contributions shall be by payroll deduction. Any employee qualified for health insurance benefits as per the provisions of this section of the Agreement, may have the choice of accepting said plan or accepting a cash payment based on the following schedule:

- \$1,000 for single plan
- \$1,900 for two-person plan
- \$2,500 for family plan

Cash payment under this section shall be subject to federal and/or state withholdings. Such cash payments shall be payable in two (2) equal installments: one-half on or before December 1 and the remaining one-half on or before April 1.

22.2 Health Insurance, School-Year Employees.

- A. The Board will provide full-time, school-year employees' health insurance benefits under the plan or plans that the Board provides teachers in the District. Such benefits shall include single-person, two-person, and family coverage depending on the marital and family status of the employee. Employees electing such insurance shall make payment for the total cost of the annual premium, less the District contribution for the plan and the coverage that the employee selects. Employee payments for health insurance shall be by payroll deduction. The annual District contribution shall be one-thousand, five-hundred dollars (\$1,500). Any change to enrollment in health insurance membership will be pursuant to the issuing carrier's regulations.
- B. Full-time school-year employees who elect not to receive the health insurance benefits as provided above shall receive a cash payment in lieu of health insurance in the amount of one thousand, five-hundred dollars (\$1,500). Acceptance of a cash payment precludes membership in the health insurance program for the school year. Cash payments under this section shall be subject to federal and/or state withholdings. Such cash payments

shall be payable in two (2) equal installments: one-half on or before December 1 and the remaining one-half on or before April 1.

- C. Insurance benefits, including cash payment, shall be prorated for part-time employees.
- 22.3 Life Insurance. Full-time, full-year employees and full-time, school-year employees will be provided term life insurance with a value of twenty-five thousand dollars (\$25,000).
- 22.4 Long-Term Disability Insurance. The Board shall offer employees that are eligible for health insurance, a long-term disability insurance benefit, which shall provide coverage beginning with the 60th calendar day of disability with a cost to the District not to exceed twenty-six cents (\$.26) per \$100 of salary for each employee covered. The insurance premiums are to be deducted from the employee's salaries in equal installments over twenty-one (21) payrolls per year. The District will reimburse the employees on or before the last payroll in June of each year. The reimbursement check's net amount (after taxes) shall be equal to the premiums paid.
- 22.5 Section 125 Plan. The Board shall set up a Section 125 plan consistent with federal and state law that is available to all employees who are eligible for health insurance benefits and are otherwise eligible for participation in the approved Section 125 plan offered in the District. Employees electing this benefit shall be responsible for paying any fee necessary to maintain the Section 125 account.
- 22.6 Dental Insurance: Dental insurance will be made available to the Custodian and the Head Custodian/Maintenance Technician only. The Board will contribute two-hundred- eighty-one dollars (\$281) to a single plan and five-hundred-seventy-one dollars (\$571) to a family plan.
- 22.7 Notification of Change. Any employee who enrolls for a District-provided benefit, including but not limited to health insurance and dental insurance, shall notify the Business Office of any change in the status of the employee or his/her dependent within thirty (30) days of the event (i.e.: birth, death, divorce, dependent reaching majority.) Failure to do so may result in disciplinary action and reimbursement to the District for benefits improperly paid.

ARTICLE 23 ASSOCIATION PROTECTIONS

- 23.1 Non-discrimination Based Upon Union Participation: The Board shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of the employee's membership in the Association and its affiliates, participation in any legal activities of the Association and its affiliates, collective negotiations with the Boards or their institution of any grievance, complaint, or proceeding under this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17th day of December, 2015.

FAIRFIELD SCHOOL DISTRICT BOARD OF DIRECTORS: /s/ Michael D. Malone 12/14/15
Michael Malone, Board Chair/Date

FAIRFIELD EDUCATION ASSOCIATION: /s/ John Baxter 12/17/15
John Baxter, Lead Negotiator/Date

APPENDIX A

PARAEDUCATOR WAGE SCHEDULE FY16
Fairfield Center School
FY16 Paraeducator Hourly Wage Schedule

For FY2016: Each employee is repositioned on the new salary schedule, and \$0.30 is added to the base hourly rate on the new salary schedule. No step increase.

Step	Col 1	Col 2	Col 3
1	11.58	12.38	12.68
2	11.98	12.78	13.08
3	12.38	13.18	13.48
4	12.78	13.58	13.88
5	13.18	13.98	14.28
6	13.58	14.38	14.68
7	13.98	14.78	15.08
8	14.38	15.18	15.48
9	14.78	15.58	15.88
10	15.18	15.98	16.28
11	15.58	16.38	16.68

Column 1 - Has taken and passed the formal state or local academic assessment. Does not hold an Associate's degree or sixty (60) or more credit hours.

Column 2 - Holds an Associate's degree or sixty (60) or more credit hours, with a minimum of nine (9) credits pertinent to their position. Does not hold a Bachelor's degree.

Column 3 - Holds a Bachelor's degree or one hundred twenty (120) or more credit hours with a minimum of nine (9) credits pertinent to their position.

Column Movement: Requests for anticipated column movement must reach the Superintendent's Office by January 1 in order to be considered for column movement for the following school year. Documentation verifying successful completion of requirements must reach the Superintendent's Office prior to the start of the school year in order for an adjustment to the employee's placement.

Course Credit: Fifteen (15) seminar hours (workshops/in-service) equals one (1) course credit.

New Employees: New employees shall be placed on the schedule by the Superintendent based on experience and course credits, but in no case shall this step placement be higher than where a current employee with equivalent experience is placed.

New Employees not meeting minimum requirements may be hired on the first step and will be held on step unless column 1 qualifications have been met. Qualifications must be met within two (2) years of hire, or will not be renewed.

Effective July 1, 2015 any employee on the salary schedule as of June 30, 2015 will not be allowed to go off schedule.

APPENDIX B**PARAEDUCATOR WAGE SCHEDULE FY17
Fairfield Center School****FY17 Paraeducator Hourly Wage Schedule**

For FY2017: \$0.10 is added to the base hourly rate on the new salary schedule plus one step increase for eligible employees.

Step	Col 1	Col 2	Col 3
1	11.68	12.48	12.78
2	12.08	12.88	13.18
3	12.48	13.28	13.58
4	12.88	13.68	13.98
5	13.28	14.08	14.38
6	13.68	14.48	14.78
7	14.08	14.88	15.18
8	14.48	15.28	15.58
9	14.88	15.68	15.98
10	15.28	16.08	16.38
11	15.68	16.48	16.78

Column 1 - Has taken and passed the formal state or local academic assessment. Does not hold an Associate's degree or sixty (60) or more credit hours.

Column 2 - Holds an Associate's degree or sixty (60) or more credit hours, with a minimum of nine (9) credits pertinent to their position. Does not hold a Bachelor's degree.

Column 3 - Holds a Bachelor's degree or one hundred twenty (120) or more credit hours with a minimum of nine (9) credits pertinent to their position.

Column Movement: Requests for anticipated column movement must reach the Superintendent's Office by January 1 in order to be considered for column movement for the following school year. Documentation verifying successful completion of requirements must reach the Superintendent's Office prior to the start of the school year in order for an adjustment to the employee's placement.

Course Credit: Fifteen (15) seminar hours (workshops/in-service) equals one (1) course credit.

New Employees: New employees shall be placed on the schedule by the Superintendent based on experience and course credits, but in no case shall this step placement be higher than where a current employee with equivalent experience is placed.

New Employees not meeting minimum requirements may be hired on the first step and will be held on step unless column 1 qualifications have been met. Qualifications must be met within two (2) years of hire, or will not be renewed.

Effective July 1, 2015 any employee on the salary schedule as of June 30, 2015 will not be allowed to go off schedule.

Fairfield School District

Head Custodian and Custodian

FY16 & FY17 Hourly Wage Schedule

For FY 2016: \$0.40 added to the existing hourly rate of each employee.

For FY 2017: \$0.35 added to the existing hourly rate of each employee.

		FY16	FY17
Head Custodian		\$23.53	\$23.88
Full Time Custodian		\$14.88	\$15.23

Starting salary for all new employees to be determined at the Superintendent’s discretion.

FAIRFIELD CENTER SCHOOL

SIDE LETTER OF AGREEMENT

The Fairfield School District Board of Directors and the Fairfield Education Association for the Fairfield Support Staff hereby agree that John Baxter may utilize five (5) vacation days each contract year during Vermont deer season.

/s/ Michael D. Malone 5 Nov 2015
Michael Malone, Board Chair,
FAIRFIELD SCHOOL DISTRICT BOARD OF DIRECTORS/Date

/s/ Michelle A. Jettie 11/5/15
Michelle A. Jettie,
For the FAIRFIELD EDUCATION ASSOCIATION/Date

INDIVIDUAL MASTER AGREEMENT

BETWEEN THE

ST. ALBANS CITY SCHOOL DISTRICT BOARD OF COMMISSIONERS

AND THE

ST. ALBANS CITY SCHOOL EDUCATION ASSOCIATIONNT-NEA

FOR THE SUPPORT STAFF

July 1, 2015 to June 30, 2017

ST. ALBANS CITY SCHOOL
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ST. ALBANS CITY SCHOOL

ARTICLE 18

WORKING CONDITIONS

18.1 Medical Evaluations: Where an employee has been absent due to illness or injury, the Superintendent or designee may require the employee to provide, prior to the employee's return to work, certification by an appropriate physician/health care provider that the employee is mentally and physically able to perform the essential function of the employee's position.

As a condition of continued employment, the Superintendent may also require an employee to provide certification by an appropriate physician/health care provider that the employee is mentally and physically able to perform the essential function of the employee's position.

It shall be the right of the Superintendent or designee to require that an employee obtain certification of illness by a physician/health care provider in any instance in which he/she has reason to believe that the employee's use of sick leave has not been for a bona fide illness.

If certification is required, the Board agrees to pay the cost to the employee of such required certification which is not reimbursed by health insurance.

18.2 Overtime: Overtime shall only be worked when it is authorized by the Principal or designee.

Overtime will be offered first on a voluntary basis. If all available employees refuse overtime, the Principal or designee shall equitably rotate assignments of overtime work to qualified employees.

Overtime pay will only be paid for hours worked in excess of a 40-hour week. Any work performed over forty (40) hours per week shall be subject to the overtime rate of time-and- one-half of the employee's regular rate of pay.

18.3 Extra and Co-Curricular Assignments: If an employee chooses to volunteer for an extra and/or co-curricular assignment available at his/her school, it is agreed that such assignment, if received, is fully separate from employment under this agreement and no terms or conditions of this Agreement have any bearing on the assignment. See separate documentation for the terms and conditions relating to such assignments.

PARAEDUCATORS, and CUED SPEECH TRANSLITERATORS

18.4 Paraeducators may be required to serve as substitutes for absent or ill teaching personnel within their grade span, grades K-4 and grades 5-8. If requested by the Administration, a paraeducator who substitutes for a teacher on such an occasion shall receive the prevailing substitute teacher rate per day or \$2.00 per hour over his or her normal hourly salary rate, whichever is greater.

18.5 All paraeducators and cued speech transliterators covered by this Agreement shall be guaranteed a duty-free lunch period of not less than thirty (30) minutes daily, and two (2) breaks often (10) minutes each, scheduled as the program allows.

- 18.6 If school is cancelled by the Administration for a full day or portion thereof, the paraeducator and cued speech transliterators will receive their full salary for the day up to a maximum of four (4) days per school year. For cancellation beyond these days, paraeducators and cued speech transliterators will be paid the appropriate hourly wages for the hours actually worked.
- 18.7 Paraeducators and cued speech transliterators will attend in-service and orientation days and be paid their regular rate.
- 18.8 A paraeducator and cued speech transliterator may be contracted for up to ten (10) extra days, either before commencement of the school year or at the end of the school year, at the normal per diem salary being earned by the paraeducator and cued speech transliterator at the time, in order to assist with such things as opening or closing a particular program, or to perform other service as requested by the appropriate supervisor, if such contract is by mutual agreement between the appropriate supervisor and the paraeducator and cued speech transliterator and is approved in writing in advance by the Principal.
- 18.9 Paraeducators and cued speech transliterators shall not be required to attend any faculty meetings, grade level meetings, or parent conferences after the normal school day unless directed to do so in writing, in advance, by the Principal. In such case, the paraeducator and cued speech transliterator shall receive straight time pay for the additional time greater than six and one-half (6.5) hours in attendance.
- 18.10 The length of the workday and the school year for "full-time" paraeducators and cued speech transliterators shall be a minimum of six and one-half (6.5) hours and one hundred and seventy five (175) days. (This does not constitute a guarantee of 175 days, but such minimum shall be governed by bumping rights in Article VII.)

TECHNOLOGY ASSISTANT

18.11

- A. Full Time, Full Year: Employment for at least thirty seven and one-half (37.5) hours per week for fifty two (52) weeks. Eligible for all benefits.
- B. Full Time, School Year: Employment for at least thirty (30) hours per week during the school year (176 to 186 days) and usually coinciding with student days. Eligible for insurance benefits and leave.
- C. Part Time: Employment for hours less than stated full-time hours for respective category. Eligible for benefits, prorated according to hours worked. Employees working ten (10) hours to nineteen (19) hours per week shall be included in the unit, but shall not receive any economic benefits.
- D. The eight (8) hours per day shall include a thirty (30) minute paid lunch. It is understood that technology assistant(s) are on call during their paid lunch as has been in practice in the St. Albans City School. No later than August 15th, the Board reserves the right to notify any of the technology assistant(s) of a modification of the start and finish time of the eight-hour workday as provided herein for the ensuing school year.

- E. New technology assistant(s) hired by the Board for full-time employment may have their schedule adjusted after hire, to more or less than thirty five (35) hours per week and more or less than forty (40) weeks per year. Any reduction in hours below thirty five (35) hours per week and forty (40) weeks per year shall be made consistent with Article 7: Reduction of Staff, except that the notice of layoff may be made within ten (10) days of the effective reduction in schedule. Reduction of hours shall be made for legitimate work issues and not to limit or reduce contractual benefits. Increases in weeks for new hires shall be governed by 1.14(D), above.
- 18.12 The Board agrees that work in excess of forty (40) hours per week, inclusive of a thirty (30) minute lunch break, will be paid either by compensatory time or in overtime, at the option of the employee. In either case, the compensation shall be equal to one-and-one-half (1.5) times the employee's regular rate of pay. Further, all overtime must be pre-approved by the building Principal. Notification of work hours' change shall be given at least fifteen (15) days in advance of the change except in emergency cases.
- 18.13 The normal work week shall consist of five (5) consecutive days, Monday through Friday. Notwithstanding the provisions of the previous sentence, the staff may be required to work on Saturday if such work is required because of special projects or unusual emergency situations.
- 18.14 The staff is entitled to two (2) paid coffee breaks, ten (10) minutes in length, during their normal workday.
- 18.15 If school is cancelled by the Administration for a full day or portion thereof because of weather or emergency, technology assistant(s) will receive their full salary for the day up to a maximum of four (4) days per school year.

ARTICLE 19

WAGES

- 19.1 Wage schedules are included in the Appendices which are attached to and a part of this Individual Master Agreement.
- 19.2 Payroll Deductions: Employees who have any insurance or other benefit through their school and owe contributions thereon shall have any contributions automatically deducted from their paychecks. In the event an employee does not receive a paycheck during a particular pay period(s), it is the Employee's responsibility to contact the Business Office and make arrangements so that the required contributions are timely made. Failure to make timely payments may result in the discontinuance of the benefit.
- 19.3 Wage Increase: Wage increases are as follows for Paraeducators:
- For FY2016: Each paraeducator is repositioned on the new salary schedule, and \$0.30 is added to the base hourly rate on the new salary schedule. No step increase.
- For FY2017: \$0.10 is added to the base hourly rate on the new salary schedule plus one step increase for eligible employees.

PARAEDUCATORS

19.4 Wages: Paraeducators shall be paid in accordance with the Hourly Wage Schedules (Appendix A and Appendix B), which are attached to and a part of this Individual Master Agreement.

CUED SPEECH TRANSLITERATORS

19.5 The wages of the Cued Speech Transliterators covered by this agreement shall be as set forth in Appendix E, which is attached to and a part of this Individual Master Agreement

19.6 Substitute Pay for Cued Speech Transliterators: If no qualified substitute is available, the Principal or designee shall be so informed and if approval is given by the Principal or designee, a qualified St. Albans City employee may be hired for the assignment and shall designee, a qualified St. Albans City employee may be hired for the assignment and shall be paid as set forth in Appendix E.

TECHNOLOGY ASSISTANT

19.7 The wages of the Technology Assistant covered by this agreement shall be as set forth in an attached Appendix, and attached to and a part of this Individual Master Agreement, as necessary.

ARTICLE 20

INSURANCE

20.1 Health Insurance

- A. Each employee may participate in the group health insurance plan noted herein in an appropriate membership category (single, two-person, or family coverage). The Board shall contribute toward the premium cost for the VEHI Dual Option Plan (with managed care) as noted below and the employee shall pay for the remaining premium cost through automatic payroll deduction. The Board will provide new employees with insurance application forms and said insurance shall be effective as soon as possible in accordance with the regulations of the group health insurance plan.

Each employee electing to participate in the health insurance plan will contribute eighteen percent (18%) to the cost of the premium for the base health insurance plan for FY2016 and FY 2017.

An employee may elect to enroll in the BC/BS-JY option, if offered in the District, by making an additional contribution equal to the difference in the premiums between the BC/BS-JY plan and the Dual Option health insurance plan.

- B. Any employee who qualifies for the health plan may have the choice of accepting said plan or accepting one-half of the premium amount for a single plan in cash. If the employee accepts the cash, then the employee sacrifices the health plan for that school year. If an employee does not indicate that he/she wishes to change his/her status under this provision, he/she will continue in

the same status for the ensuing year. The cash option shall not be available in any year of the contract, and this section 20.1 (b) shall not be applicable unless the following conditions are satisfied:

The District shall maintain a Section 125 Plan for employees to utilize pre- tax earnings to pay for medical premium contributions and such other expenses as specified in the Plan.

The total amount expended by the Board for health insurance premiums and cash payments in lieu of coverage shall not exceed the amount of health insurance premiums paid by the Board for members of the Support Staff during the 1995-1996 contract year.

- 20.2 Life Insurance: The Board will provide and pay the premiums for a term life insurance plan for each employee in the face amount of twenty five thousand dollars (\$25,000).
- 20.3 Dental Insurance: The Board agrees to manage the dental plan as adopted and/or amended by the Association. The Board will absorb any reasonable administrative costs which are created by the plan's implementation, including payroll deductions for employees' co-pay of premium costs. The Board shall pay five hundred ninety dollars (\$590) toward the premium for each family plan and one hundred percent (100%) of the premium for each single plan. All employees must enroll in at least the single plan. The employees shall contribute the pay difference between the Board's contribution and the actual premium costs for the family.
- 20.4 Liability insurance coverage as provided by the Board for its employees shall pertain to all members of the bargaining unit.
- 20.5 Any non-economic changes made in the teachers' health or dental insurance plan shall also be applicable to the support unit plan.
- 20.6 Notification of Change: Any employee who enrolls for a District-provided benefit, including but not limited to health insurance and dental insurance, shall notify the Business Office of any change in the status of the employee or his/her dependent within thirty (30) days of the event (e.g.: birth, death, divorce, dependent child reaching majority, etc.). Failure to do so may result in disciplinary action and reimbursement to the District for benefits improperly paid.

ARTICLE 21

LEAVES

- 21.1 Sick Leave: Paraeducators and cued speech transliterators shall be entitled to ten (10) days sick leave per year, with pay, as of the first day of work of the contract year, whether or not the employee reports for duty on that day. Unused paraeducators' sick leave shall accumulate from year to year to a maximum of eighty (80) days.

Members of the bargaining unit shall be entitled to their sick leave upon completion of the first day of the contract work year. This article shall not reduce present accumulated sick leave earned prior to this contract.

Technology assistant(s) hired after May 1, 1995 shall be entitled to fifteen (15) paid sick days per year cumulative to eighty (80) days.

Maternity related disability shall be treated as any other illness or disability under the terms of this Agreement.

- 21.2 Use of Sick Leave: The use of sick leave shall be for bona fide illness. Paraeducators and cued speech transliterators may use up to ten (10) days of the current year's sick leave allocation for illness of their immediate family to include: mother, father, daughter, son, spouse, civil union partner, or resident member of the employee's household. Technology assistant(s) may use fifteen (15) days of the current year's sick leave allocation for illness of their immediate family to include: mother, father, daughter, son, spouse, civil union partner, or resident member of the employee's household. Employees may not use any accumulated sick leave for the care of an immediate family member. An employee who is eligible for FMLA/PFLA may have additional rights regarding the use of sick leave for the care of immediate family members.
- 21.3 Medical Verification: Any consecutive use of sick leave in excess of three (3) days may require certification by an attending healthcare provider. It shall be the right of the Superintendent to require verification of illness by a healthcare provider in any instance in which he/she has reason to believe that the use of sick leave has not been for a bona fide illness, and no action shall lie against the Superintendent, at law or by virtue of grievance, for his exercise of this right. If certification by a healthcare provider is required, the Board agrees to pay the cost to the employee of such required verification which is not reimbursed by health insurance.
- 21.4 Sick Leave Bank: A sick leave bank of up to one hundred seventy (170) days will be established from sick days voluntarily set aside by employees wishing to participate in this benefit. The stipulations for eligibility and for utilization of this benefit are as follows:
- A. Full-time employees must contribute two (2) days of their sick leave benefit and part-time employees will contribute a prorated amount of the two (2) days based on their scheduled work week by September 15 of the first school year they wish to be a part of this benefit. An employee who is hired after September 15th may contribute two (2) days of his/her sick leave to the Sick Leave Bank within ten (10) working days of his/her date of hire.
 - B. Participating members shall have a maximum cumulative withdrawal of forty (40) days.
 - C. Participants may only utilize the sick leave bank when they have exhausted all other accumulated sick leave days, and as a result of a catastrophic illness or disability, the continuation of said illness or disability.
 - D. The bank shall be replenished annually, or whenever the balance falls below one hundred seventy (170) days, and additional days that are needed to serve the eligible and approved members.

- E. The qualification for continued participation shall be a contribution of one (1) day per full-time member and the prorated amount of one (1) day for part-time members.
 - F. If the total number of days is at a maximum (one hundred seventy [170] days), employees may still be allowed to participate; however, the days required for enrollment will be held in "escrow" by the Board until such time as the maximum number of days falls below one hundred seventy (170) days.
 - G. The sick leave bank shall be administered by a committee comprised of two (2) association representatives, the Superintendent, and the Principal. However, all recordkeeping involved in administering this benefit shall be the responsibility of the Association, and the Superintendent's Office shall receive copies of all such records on October 15th or when requested.
 - H. The committee shall consider the application of an employee applying for benefits under this provision and reach a decision. In the case of a tie vote, the matter shall be submitted to arbitration under the Expedited Rules of the AAA.
- 21.5 Additional Sick Leave: Under extenuating circumstances and when all other leave benefits are exhausted, employees may petition the Board for additional sick leave which may be granted at the discretion of the Board. Leave that has been requested and granted but not yet used ("approved leave") will be considered as having been "exhausted" for the purposes of this section.
- 21.6 Leave of Absence: An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave may be granted a leave of absence without pay for up to one (1) year at the discretion of the Board.
- 21.7 Personal/Emergency Leave: Four (4) days per year shall be granted for each employee to conduct personal business which necessitates absence during school hours. See Common Language Article 9.1 for Personal Leave procedures.
- 21.8 Leave of Absence Approval: Leaves of absence without pay may be granted at the discretion and with the prior approval of the Board.
- 21.9 If the Board requests or requires a physical examination for a newly employed member of the bargaining unit or during the employment period thereafter for any reason, the School Board shall pay the full cost of such physical. If any medical insurance covers part of the cost, the Board shall pay the difference, if any, between the cost of the physical examination and whatever coverage is provided by the medical insurance.
- 21.10 Bereavement Leave: Employees, upon request, shall be granted up to three (3) days leave per occurrence, with pay, for the death of a spouse, civil union partner, a significant other, children (including foster children) siblings, stepchildren, parents, stepparents, grandparent,

grandchildren, like in-law, and resident members of the employee's household. A written request for additional bereavement leave with or without pay may be granted by the Principal at his or her discretion, subject to appeal to the Superintendent, and such decision shall not be subject to a grievance or arbitration under this Agreement. Bereavement leave time may be approved for the death of another person relevant to the employee at the discretion of the Principal and will not be deducted from any other leave and such decision shall not be subject to a grievance or arbitration under this agreement.

21.11 Jury Duty Leave: Employees shall be allowed leave for jury duty. Any employee called to jury duty shall make a reasonable effort to serve such duty at times when school is not in session. In the case where the employee's jury duty obligation requires absence during normal work hours, the District shall provide paid leave at the employee's normal daily wage, less any compensation, excluding reimbursed expenses that the employee receives as a result of serving on jury duty. The employee is responsible for communicating the compensation or allowance to the Administration so that the benefit can be paid.

21.12 Military Leave: Military leave will be provided consistent with state and federal law.

ARTICLE 22 **TECHNOLOGY ASSISTANT HOLIDAYS**

22.1 Technology Assistant Holidays: The following days shall be recognized as paid holidays: Labor Day, Thanksgiving and the day after Thanksgiving, New Year's Day, Veterans Day, Christmas Day, President's Day, and Memorial Day (the day the school takes). Any holiday which falls on a day when school is in session shall be taken as a floating holiday.

ARTICLE 23 **GENERAL**

23.1 The following procedures will be followed when a support staff opening occurs within the District:

Except in an emergency situation, notice of vacancy, including job description and necessary qualifications, shall be posted in the St. Albans City School and in the Office of the Superintendent, with notification sent to the Association, for a period of three (3) working days while school is in session and five (5) working days when school is not in session.

23.2 Unless otherwise stated, where this Agreement requires an act by either party on a specific date, if the date falls on a weekend, a school holiday or non-school day, then the date shall be the next day school is in session. The exception to this rule is if the specific date is June 30th; in that case, the date shall be the last business day preceding June 30th.

23.3 Unit employees shall not be required to provide student transportation..

23.4 At the request of the paraeducator and with the approval of the Principal or his/her designee, a paraeducator may work her/his contract hour school day without the break for duty free lunch. The decision of the Principal on such a request shall not be grievable under the Grievance Article of the Master Agreement.

23.5 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 procedures shall be followed as for a new employee.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17th day of December, 2015.

By: /s/ James C. Farr 12/10/15
James Farr, Board Chair/ Date
St. Albans City School District Board of Commissioners

By: /s/ Jo Anne Champagne 12/17/15
Joanne Champagne, SACS EA/ Date
St. Albans City Education Association

APPENDIX A

**PARAEDUCATOR WAGE SCHEDULE FY16
St. Albans City School**

FY16 Paraeducator Hourly Wage Schedule

For FY2016: Each employee is repositioned on the new salary schedule, and \$0.30 is added to the base hourly rate on the new salary schedule. No step increase.

Step	Col 1	Col 2	Col 3
1	11.58	12.38	12.68
2	11.98	12.78	13.08
3	12.38	13.18	13.48
4	12.78	13.58	13.88
5	13.18	13.98	14.28
6	13.58	14.38	14.68
7	13.98	14.78	15.08
8	14.38	15.18	15.48
9	14.78	15.58	15.88
10	15.18	15.98	16.28
11	15.58	16.38	16.68

Column 1 - Has taken and passed the formal state or local academic assessment. Does not hold an Associate's degree or sixty (60) or more credit hours.

Column 2 - Holds an Associate's degree or sixty (60) or more credit hours, with a minimum of nine (9) credits pertinent to their position. Does not hold a Bachelor's degree.

Column 3 - Holds a Bachelor's degree or one hundred twenty (120) or more credit hours with a minimum of nine (9) credits pertinent to their position.

Column Movement: Requests for anticipated column movement must reach the Superintendent's Office by January 1 in order to be considered for column movement for the following school year. Documentation verifying successful completion of requirements must reach the Superintendent's Office prior to the start of the school year in order for an adjustment to the employee's placement.

Course Credit: Fifteen (15) seminar hours (workshops/in-service) equals one (1) course credit.

New Employees: New employees shall be placed on the schedule by the Superintendent based on experience and course credits, but in no case shall this step placement be higher than where a current employee with equivalent experience is placed.

New Employees not meeting minimum requirements may be hired on the first step and will be held on step unless column 1 qualifications have been met. Qualifications must be met within two (2) years of hire, or will not be renewed.

SACS only: Annual longevity payment of \$250 is paid each year after a Paraeducator completes 15

years of continuous service to the District. Payment is made in the last pay period of the fiscal year.

SACS only: Employees who were in column 2 in 2005-2006 who do not have the qualifications in 2006-2007 for column 2 will be grandfathered, and additional movement on the salary schedule will be in accordance with the Master Agreement.

Effective July 1, 2015 any employee on the salary schedule as of June 30, 2015 will not be allowed to go off schedule.

APPENDIX B**PARAEDUCATOR WAGE SCHEDULE FY17
St. Albans City School****FY17 Paraeducator Hourly Wage Schedule**

For FY2017: \$0.10 is added to the base hourly rate on the new salary schedule, plus one step increase for eligible employees.

Step	Col 1	Col 2	Col 3
1	11.68	12.48	12.78
2	12.08	12.88	13.18
3	12.48	13.28	13.58
4	12.88	13.68	13.98
5	13.28	14.08	14.38
6	13.68	14.48	14.78
7	14.08	14.88	15.18
8	14.48	15.28	15.58
9	14.88	15.68	15.98
10	15.28	16.08	16.38
11	15.68	16.48	16.78

Column 1 - Has taken and passed the formal state or local academic assessment. Does not hold an Associate's degree or sixty (60) or more credit hours.

Column 2 - Holds an Associate's degree or sixty (60) or more credit hours, with a minimum of nine (9) credits pertinent to their position. Does not hold a Bachelor's degree.

Column 3 - Holds a Bachelor's degree or one hundred twenty (120) or more credit hours with a minimum of nine (9) credits pertinent to their position.

Column Movement: Requests for anticipated column movement must reach the Superintendent's Office by January 1 in order to be considered for column movement for the following school year. Documentation verifying successful completion of requirements must reach the Superintendent's Office prior to the start of the school year in order for an adjustment to the employee's placement.

Course Credit: Fifteen (15) seminar hours (workshops/in-service) equals one (1) course credit.

New Employees: New employees shall be placed on the schedule by the Superintendent based on experience and course credits, but in no case shall this step placement be higher than where a current employee with equivalent experience is placed.

New Employees not meeting minimum requirements may be hired on the first step and will be held on step unless column 1 qualifications have been met. Qualifications must be met within two (2) years of hire, or will not be renewed.

SACS only: Annual longevity payment of \$250 is paid each year after a Paraeducator completes 15 years of continuous service to the District. Payment is made in the last pay period of the fiscal year.

SACS only: Employees who were in column 2 in 2005-2006 who do not have the qualifications in 2006-2007 for column 2 will be grandfathered, and additional movement on the salary schedule will be in accordance with the Master Agreement.

Effective July 1, 2015 any employee on the salary schedule as of June 30, 2015 will not be allowed to go off schedule.

Side Letter of Agreement for Transitional Monetary Adjustment

SACS Education Association (“SACS EA”) and the SACS Board of Directors 2015-2016

November 5, 2015

Mr. Matt Allen and Ms. Paula White, Co-Presidents
SACS Education Association
Re: Transitional Adjustment

As agreed to during negotiations, the SACS EA and the SACS Board of Directors (“Board”) are entering this Side Letter to the collective bargaining agreement between them beginning July 1, 2015 and ending June 30, 2016 (the “Agreement”).

This agreement is between the parties regarding a transitional monetary adjustment for four (4) SACS paraprofessionals employed in Fiscal 2016, specifically: L. Cain, J. Mitchell, E. Rocheleau, and J. Williams.

The parties have agreed that for Fiscal Year 2016, the SACS paraprofessionals named above will receive a transitional monetary adjustment of \$.40 per hour to be added to their hourly rate for the 2015-2016 school year.

This side letter and the contents as stated herein will automatically expire on June 30, 2016.

To demonstrate the agreement of the SACS EA for this Side Letter to the Master Agreement, please sign and date this letter as provided below. Once fully signed and dated by both parties, copies of this Side Letter shall be distributed to the SACS EA and to the District and shall be considered incorporated into the current Master Agreement for 2015-2016 only.

Sincerely,

By: /s/ James C. Farr 11/5/15
James Farr, Board Chair/ Date
St. Albans City School District Board of Commissioners

By: /s/ JoAnne Champagne 11/5/15
Joanne Champagne, SACS EA/ Date
St. Albans City Education Association

INDIVIDUAL MASTER AGREEMENT

BETWEEN THE

ST. ALBANS TOWN SCHOOL DISTRICT BOARD OF DIRECTORS

AND THE

ST. ALBANS TOWN EDUCATION ASSOCIATION

VERMONT-NEA / NEA

FOR

EDUCATIONAL SUPPORT PERSONNEL

July 1, 2015 to June 30, 2017

**ST. ALBANS TOWN EDUCATIONAL CENTER
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ST. ALBANS TOWN EDUCATIONAL CENTER

ARTICLE 18

WORKING CONDITIONS

- 18.1 Substitute Rate: Any employee who serves as a substitute teacher shall do so on a voluntary basis, except in emergency situations as determined by the Principal. Such substitute shall receive either the regular substitute rate of pay or their regular wage rate plus \$2.00 per hour, whichever is greater.
- 18.2 Meal Break:
- A. General Paraeducator, One-on-One Paraeducator, Speech and Language Teaching Assistant, Community Integration Program (CIP), Library Assistant, Student Support Center Assistant, Health Office Assistant, and Teaching Assistants: Each employee shall receive a duty-free lunch period of thirty (30) continuous minutes per day.
 - B. Custodians will have their meal break scheduled by their supervisor and the time will be exclusive of scheduled work hours.
- 18.3 Overtime: Overtime shall only be worked when it is authorized by the Principal or designee. Overtime will be offered first on a voluntary basis. If all available employees refuse overtime, the Principal or designee shall equitably rotate assignments of overtime work to qualified employees.
- Employees may be assigned hours in excess of their regularly scheduled hours. Overtime pay will only be paid for hours worked in excess of a forty (40) hour week. Any work performed over forty (40) hours per week shall be subject to the overtime rate of time and one half (1/2) of the employee's regular rate of pay.
- 18.4 Unscheduled Closings:
- A. General Paraeducator, One-on-One Paraeducator, Speech and Language Teaching Assistant, Community Integration Program (CIP), Library Assistant, Student Support Center Assistant, Health Office Assistant, and Teaching Assistants: If school is cancelled by the Administration for emergencies or weather-related reasons (i.e., non-scheduled closings, early dismissals, or late starts) and the day is credited as a school day for students, those employees referred to in this section will be paid for their regularly scheduled hours. Should any unscheduled closing days not be made up prior to the last day of school, employees shall be compensated for no more than two (2) lost days at his/her regular daily rate.
 - B. Custodial Staff should report to work on a day(s) that school is canceled due to weather, emergency, or other administrative action, unless notified individually by the Superintendent/designee that they are not to report to work.
- 18.5 Training: As determined necessary by the District, in-service training will be scheduled and assigned, and employees will be paid for such assigned time.

18.6 Medical Evaluations: Where an employee has been absent due to illness or injury, the Superintendent or designee may require the employee to provide, prior to the employee's return to work, certification by an appropriate physician/health care provider that the employee is mentally and physically able to perform the essential functions of the employee's position.

As a condition of continued employment, the Superintendent may also require an employee to provide certification by an appropriate physician/health care provider that the employee is mentally and physically able to perform the essential function of the employee's position.

It shall be the right of the Superintendent/designee to require that an employee obtain certification of illness by a physician/health care provider in any instance in which he/she has reason to believe that the employee's use of sick leave has not been for a bona fide illness.

If certification is required, the Board agrees to pay the cost to the employee of such required certification which is not reimbursed by health insurance.

18.7 Extra and Co-Curricular Assignments: If an employee chooses to volunteer for an extra and/or co-curricular assignment available at his/her school, it is agreed that such assignment, if received, is fully separate from employment under this Agreement and no terms or conditions of this Agreement have any bearing on the assignment. (See separate documentation for the terms and conditions relating to such assignments.)

ARTICLE 19 WAGES AND INSURANCE AND TRAINING FUNDS

19.1 Wages: The wage rates of all employees covered by this Individual Master Agreement are set forth in Appendices A through D, which are attached hereto and made a part hereof. At the discretion of the Superintendent/designee, prior work experience of a job applicant may be considered when determining the hiring wage rate to be offered to the applicant; however, said hiring rate shall not be greater than the wage rate for an existing employee in the same job category who has the same level of experience and/or education. Wage and insurance adjustments will be as follows:

A. Custodians:

For FY16:

\$0.40 added to the existing hourly rate of each employee.

18% health insurance premium share (co-pay).

For FY17:

\$0.35 added to the existing hourly rate of each employee

18% health insurance premium share (co-pay).

B. Teaching Assistants, General Paraeducators, One-on-One Paraeducators, Speech and Language Teaching Assistants, Community Integration Program (CIP), Library Assistant, Student Support Center Assistant, and Health Office Assistant:

For FY2016:

Each employee is repositioned on the new salary schedule, and \$0.30 is added to the base hourly rate on the new salary schedule. No step increase
18% health insurance premium share (co-pay).

For FY2017:

\$0.10 is added to the base hourly rate on the new salary schedule plus one step increase for eligible employees.

18% health insurance premium share (co-pay).

19.2 Payroll Deductions: An employee who has any insurance or other benefit through the District and owes contributions thereon shall have any contributions automatically deducted from their paychecks. In the event an employee does not receive a paycheck during a particular pay period(s), it is the employee's responsibility to contact the Business Office and make arrangements so that the required contributions are timely made. Failure to make timely payments may result in the discontinuance of the benefit.

19.3 Insurance:

- A. Eligibility: The Board agrees to provide the insurance coverage noted herein for each full-time employee defined as:
1. Full-Time, School-Year: An employee regularly scheduled to work thirty (30) hours per week for a minimum of thirty-six (36) weeks per school year. Effective November 1, 2002, part-time employees who work a minimum of twenty (20) hours per week will also be entitled to such coverage on a pro rata basis.
 2. Full-Time, Full-Year: An employee regularly scheduled to work forty (40) hours per week for a minimum of fifty-two (52) weeks per year. Part-time employees who work a minimum of twenty (20) hours per week will also be entitled to such coverage on a pro rata basis.
 3. The insurance coverage provided shall be subject to the eligibility requirements of the individual insurance carrier or as otherwise set forth in this Individual Master Agreement. The insurance coverage noted herein shall be provided with the recognition that the Board shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage of such claim. The Board and the Association may mutually agree to change insurance carriers and plans.
 4. In the event that spouses (or civil union partners) are employed by the District, said employees shall be entitled to only one group membership per insurance plan (i.e., one two-person membership or one family membership).
- B. Medical: The Board shall provide and pay eighty-two percent (82%) of the cost for single, two-person or family membership in the VEHI Dual Option Managed Parity Plan.. The employee, in the alternative, may elect the JY-B Managed Parity Plan and the Board shall pay a premium not to exceed eighty-two percent (82%) of the VEHI Dual Option Plan, as referenced above. The employee shall pay the remainder of the premium cost for the above- noted plans via payroll deductions.
- C. Payment-In-Lieu of Coverage: Any eligible employee electing not to participate in the health care coverage shall receive cash in lieu of health insurance for that year in the

amount of one thousand dollars (\$1,000) for single membership, one thousand, nine hundred dollars (\$1,900) for Two-Person, or two thousand, five hundred dollars (\$2,500) for family membership, as applicable. The employee shall be paid fifty percent (50%) of said annual amount by December 1 and the remaining fifty percent (50%) by June 1. In order to be eligible for the cash option, proof of alternative health insurance must be provided to the Superintendent.

- D. Section 125 Plan: The Board shall establish and administer a qualified Section 125 Plan to allow employees to make co-payment contributions on a pre-tax basis and for other medical expenses not covered by the health insurance plan.
- E. Dental: The Board shall select and maintain a dental insurance plan and shall contribute toward the premium cost for said plan in the amount of two hundred eighty-one dollars (\$281.00) for single coverage and five hundred seventy dollars (\$570.00) for family coverage. The employee shall pay the remainder of the premium cost for the dental insurance plan via payroll deduction.
- F. Life: The Board shall select and pay the full premium cost for a term life insurance plan in the face value of twenty-five thousand dollars (\$25,000) for each eligible employee.
- G. Long-Term Disability: Employees shall be entitled to coverage under a long-term disability plan selected by the Board. Said plan shall provide each eligible employee, a monthly benefit equal to sixty percent (60%) of said employee's regular wages to a maximum of five thousand dollars (\$5,000) per month. The disability plan shall have a sixty (60) calendar-day elimination period and will provide benefits to a maximum of five (5) years. The employee shall pay the full premium cost for said plan via payroll deductions; however, the District will reimburse employees for such deductions on or before the last payroll in June of each school year. Such reimbursement shall be net of taxes (i.e., the employee shall be reimbursed for the full amount that was deducted from his/her paychecks and the District will pay the required taxes). During the period of time that an employee is receiving long-term disability insurance benefits pursuant to this section, the District will not be responsible for contributing towards the premium costs of any other insurance plan provided pursuant to this Individual Master Agreement and the individual shall no longer be considered an employee of the District.
- H. Notification of Change: Any employee who enrolls for a District-provided benefit, including but not limited to health insurance and dental insurance, shall notify the Business Office of any change in the status of the employee or his/her dependent within thirty (30) days of the event (e.g. birth, death, divorce, dependent child reaching majority, etc.) Failure to do so may result in disciplinary action and reimbursement to the District for benefits improperly paid.

19.4 Training Funds: The Board will pay a sum not to exceed one-hundred percent (100%) of the resident tuition cost per credit hour at the Community College of Vermont for up to three (3) course credit hours per employee per year. The Board will also pay a fifty dollar (\$50.00) registration fee for coursework. Such courses shall be relevant to the current job assignment of the employee and must be approved in advance by the Administration. If the cost of the course

is less than the per credit hour rate, the lesser amount will be paid.

An equal amount of the cost of three (3) of these credits may be used to attend workshops and conferences that are relevant to the current job assignment of the employee.

Reimbursement shall be made at the time of registration. The employee should notify the Principal as soon as he/she decides to take a course. Satisfactory completion of courses is required. If not so completed, the employee shall reimburse the Board the amount of the money advanced. This benefit shall not apply until an individual, classified as a new employee, has completed one (1) full school year of employment.

One course credit will be awarded for each fifteen (15) hours of contact time in a college level course and/or workshop and will be used for movement on the paraprofessional salary schedule. Paraprofessionals must notify the Superintendent, in writing, of their intent to move on the salary schedule prior to January 1 of each school year. Movement on the salary schedule may be allowed only at the beginning of a school year, provided the documentation of the completion of the coursework is received by the Superintendent prior to the start of the new school year. Initial placement for the new paraprofessional employed by the District will be based on prior coursework or workshops.

ARTICLE 20

LEAVES

20.1 Eligibility: All employees will be eligible for the paid time off set forth in this Article.

School-year, part-time employees shall be entitled to the prorated number of days as school-year, full-time employees (defined as an employee regularly scheduled to work thirty [30] hours per week for a minimum of thirty-six [36] weeks per school year.) Full-year, part-time employees shall be entitled to the prorated number of days as full-year, full-time employees (defined as employees scheduled to work forty [40] hours per week for fifty-two [52] weeks); however, the amount of time for which the part-time employee is compensated shall be equal to the amount of time he/she would have worked on the day(s) for which leave is taken. An employee may not access the paid time off benefits provided by this Article until he/she has satisfactorily completed his/her probationary period.

20.2 Sick Leave:

- A. Full-Time, School-Year Employees: (General Paraeducator, One-on-One Paraeducator, Speech and Language Teaching Assistant, Community Integration Program [CIP], Library Assistant, Student Support Center Assistant, Health Office Assistant, and Teaching Assistants) shall be entitled to seven (7) days sick leave per year, cumulative to twenty (20) days.
- B. Full-Time, Full-Year Employees: (Custodial Staff) shall be entitled to twelve (12) days sick leave per year, cumulative to fifty (50) days. Any current full-time, full-year employee who has accumulated beyond fifty (50) days will be allowed to keep these sick days; however, no more days will be provided until the balance falls below the maximum of fifty (50) days.

C. The Board shall provide a written statement for every employee each year indicating the total sick leave credit.

20.3 Sick Leave Bank A sick leave bank shall be established providing for the utilization by all participating members of up to a total of one hundred thirty (130) days per year. Participants may only utilize the sick leave bank when they have exhausted all other accumulated sick leave days as a result of the onset of the subject's illness or disability. Utilization of days under this provision shall be strictly limited to catastrophic illnesses, disability, or conditions of extended illnesses. Participants may only utilize the sick leave bank where they have exhausted all other accumulated sick leave days as a result of the onset of the subject's illness or disability.

Participants may not utilize the sick leave bank once they have met the sixty (60) calendar day provision for eligibility for Long-Term Disability insurance under Article 2.4 (G).

The maximum withdrawal of participating members for the occurrence of the qualifying illness or disability in a contract year shall be the number of days for such occurrence necessary to meet the sixty (60) calendar day eligibility provision for Long-Term Disability insurance coverage. Members of the bargaining unit may elect to use all of their sick days prior to using Long-Term Disability insurance. Subject to the limitations set forth herein, and provided the member is not already eligible for Long-Term Disability insurance coverage, the participant may be approved for withdrawal of up to an additional thirty (30) days in a contract year for the occurrence of a different qualifying illness or disability. The sick leave bank committee will approve all withdrawals.

Part-time employees may participate in the sick leave bank on a pro rata or full-time basis according to their preference. A qualification of participation shall be the contribution of one (1) sick leave day per member for the first year of membership. Thereafter, the bank shall only be replenished, from year to year, when its balance diminishes to a level where the number of days needing to be replenished to return the account to maximum deposit (130 days), is equal to the number of members eligible to participate in the bank. The qualification for continued participation at this time shall be a contribution of one (1) sick leave day per member. If the total number of days in the bank is at a maximum, members of the bargaining unit in the system shall be allowed to participate by donating two (2) days, which shall be held in escrow by the Board and placed in the bank immediately if the total falls below the maximum.

The sick leave bank shall be administered by a committee of two (2) Association representatives, the Superintendent, and the Principal. All recordkeeping involved in administering the sick leave bank shall be the responsibility of the Association, but the Superintendent's office shall receive copies of all such records.

In any given case of a member of the bargaining unit applying for days under the sick leave bank, the committee shall consider the application submitted and reach a decision on whether or not the application shall be approved. In case of a tie vote, the matter shall be submitted to

arbitration under the Expedited Rules of the American Arbitration Association.

20.4 Personal Leave: Two (2) days per year of paid leave may be granted by the Principal for personal matters to Teaching Assistants; Paraeducators; CIP; and Assistants for: Library, Health Office, Student Support Center, and SLP, which require absence during school hours.

Four (4) days per year of paid leave may be granted by the Principal for personal matters to Custodians, which require absence during work hours.

See Article 9 in common document for Personal Leave Procedures.

20.5 Professional Leave: Two (2) days per year of paid leave may be granted to Teaching Assistants, CIP, Paraeducators, and Assistants for: Library, Health Office, Student Support Center, and SLP at the discretion of the Principal for the purposes of attending meetings or conferences and workshops of an educational nature. The scheduling of these days shall be at the discretion of the Principal. The Principal may schedule additional days as necessary. Custodians will not be included in this benefit.

20.6 Bereavement Leave: Employees, upon request, shall be granted up to three (3) days leave, per occurrence, with pay, for the death of a spouse, civil union partner, a significant other, children (including foster children), siblings, stepchildren, parents, stepparents, grandparents, grandchildren, like in-laws, and resident members of the employee's household. A written request for additional bereavement leave with or without pay may be granted by the Principal at his/her discretion, subject to appeal to the Superintendent, and such decision shall not be subject to a grievance or arbitration under this Agreement. Bereavement leave time may be approved for the death of another person relevant to the employee at the discretion of the Principal and will not be deducted from any other leave and such decision shall not be subject to a grievance or arbitration under this agreement.

20.7 Unpaid Leave: Unpaid leaves of absence of up to five (5) consecutive days may be granted at the discretion of the Principal. Unpaid leave in excess of five (5) days, up to one (1) year, may be granted at the discretion of the Board.

20.8 Jury Duty Leave: Employees shall be allowed leave for jury duty. Any employee called to jury duty shall make a reasonable effort to serve such duty at times when school is not in session. In the case where the employee's jury duty obligation requires absence during normal work hours, the District shall provide paid leave at the employee's normal daily wage, less any compensation, excluding reimbursed expenses that the employee receives as a result of serving on jury duty. The employee is responsible for communicating the compensation amount or allowance to the Principal and/or their supervisor so that the benefit can be paid.

20.9 Military Leave: Military leave will be provided consistent with State and Federal law.

20.10 Holidays: Full-year, full-time employees shall receive the following paid holidays unless work

is scheduled. If the employee is scheduled to work on a holiday, it will be provided as a floating holiday to be taken at another time, subject to approval by the Principal/designee.

President's Day	Christmas Day	Labor Day	Town Meeting Day
Columbus Day	New Year's Day	Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day		

20.11 Vacation: Full-year, full-time employees shall receive the following paid vacation based on their years of service to the District:

<u>Completed Years of Service</u>	<u>Benefit</u>
1-2 years	5 days*
3-9 years	10 days
10-19 years	15 days
20 or more years	20 days

*prorated for the first year of service.

ARTICLE 21

GENERAL

- 21.1 **Personal Transportation**: No employee shall be required to use his/her car in the course of his or her employment.
- 21.2 **Employee Representation**: Whenever an employee is required to appear before the Principal/designee, Superintendent, or the School Board concerning any disciplinary matter which has been reduced to writing and/or which could adversely affect the continuation of his/her employment or his/her salary, the employee shall be given prior notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting. Notice of meetings with the Superintendent and the School Board shall be in writing.
- 21.3 **Non-Discrimination Based on Union Participation**: The Board shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of the employee's membership in the Association and its affiliates; participation in any legal activities of the Association and its affiliates; collective negotiations with the Board; or their institution of any grievance, complaint, or proceeding under this Agreement.
- 21.4 **Job Posting**: 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 employee on full or partial layoff status eligible to be recalled to said position under the terms of this Article, then said vacancy shall be posted in predetermined locations within the District for a minimum of five (5) workdays (Monday through Friday) excluding school holidays, during which time current employees shall be given the opportunity to apply to the Administration in writing for a voluntary transfer to such position. If a vacancy occurs during a school vacation (of more than two days), the five (5) days will commence with the date of the mailing of said notice of

vacancy to all bargaining unit members and the foregoing time limit shall apply. If a job becomes available in conjunction with school activities such as additional tutoring and summer school, the job shall be posted at the school for five (5) workdays and current school employees shall be considered for the work before the position(s) is offered to the general public.

Dated at St. Albans, Vermont, this 15th day of December, 2015.

St. Albans Town School District Board of Directors:

/s/ Paul C. Bourbeau
Paul C. Bourbeau, Board Chair

Dated at St. Albans, Vermont, this 18th day of December, 2015.

St. Albans Town Education Association:

/s/ Patricia K. Coon
Patricia K. Coon, Duly Authorized Agent

APPENDIX A

**PARAEDUCATOR WAGE SCHEDULE FY16
St. Albans Town
FY16 Paraeducator Hourly Wage Schedule**

For FY2016: Each employee is repositioned on the new salary schedule, and \$0.30 is added to the base hourly rate on the new salary schedule. No step increase.

Step	Col 1	Col 2	Col 3
1	11.58	12.38	12.68
2	11.98	12.78	13.08
3	12.38	13.18	13.48
4	12.78	13.58	13.88
5	13.18	13.98	14.28
6	13.58	14.38	14.68
7	13.98	14.78	15.08
8	14.38	15.18	15.48
9	14.78	15.58	15.88
10	15.18	15.98	16.28
11	15.58	16.38	16.68

Column 1 - Has taken and passed the formal state or local academic assessment. Does not hold an Associate's degree or sixty (60) or more credit hours.

Column 2 - Holds an Associate's degree or sixty (60) or more credit hours, with a minimum of nine (9) credits pertinent to their position. Does not hold a Bachelor's degree.

Column 3 - Holds a Bachelor's degree or one hundred twenty (120) or more credit hours with a minimum of nine (9) credits pertinent to their position.

Column Movement: Requests for anticipated column movement must reach the Superintendent's Office by January 1 in order to be considered for column movement for the following school year. Documentation verifying successful completion of requirements must reach the Superintendent's Office prior to the start of the school year in order for an adjustment to the employee's placement.

Course Credit: Fifteen (15) seminar hours (workshops/in-service) equals one (1) course credit.

New Employees: New employees shall be placed on the schedule by the Superintendent based on experience and course credits, but in no case shall this step placement be higher than where a current employee with equivalent experience is placed.

New Employees not meeting minimum requirements may be hired on the first step and will be held on step unless column 1 qualifications have been met. Qualifications must be met within two (2) years of hire, or will not be renewed.

Effective July 1, 2015 any employee on the salary schedule as of June 30, 2015 will not be allowed to go off schedule.

APPENDIX B

PARAEDUCATOR WAGE SCHEDULE FY17

St. Albans Town

FY17 Paraeducator Hourly Wage Schedule

For FY2017: \$0.10 is added to the base hourly rate on the new salary schedule plus one step increase for eligible employees.

Step	Col 1	Col 2	Col 3
1	11.68	12.48	12.78
2	12.08	12.88	13.18
3	12.48	13.28	13.58
4	12.88	13.68	13.98
5	13.28	14.08	14.38
6	13.68	14.48	14.78
7	14.08	14.88	15.18
8	14.48	15.28	15.58
9	14.88	15.68	15.98
10	15.28	16.08	16.38
11	15.68	16.48	16.78

Column 1 - Has taken and passed the formal state or local academic assessment. Does not hold an Associate's degree or sixty (60) or more credit hours.

Column 2 - Holds an Associate's degree or sixty (60) or more credit hours, with a minimum of nine (9) credits pertinent to their position. Does not hold a Bachelor's degree.

Column 3 - Holds a Bachelor's degree or one hundred twenty (120) or more credit hours with a minimum of nine (9) credits pertinent to their position.

Column Movement: Requests for anticipated column movement must reach the Superintendent's Office by January 1 in order to be considered for column movement for the following school year. Documentation verifying successful completion of requirements must reach the Superintendent's Office prior to the start of the school year in order for an adjustment to the employee's placement.

Course Credit: Fifteen (15) seminar hours (workshops/in-service) equals one (1) course credit.

New Employees: New employees shall be placed on the schedule by the Superintendent based on experience and course credits, but in no case shall this step placement be higher than where a current employee with equivalent experience is placed.

New Employees not meeting minimum requirements may be hired on the first step and will be held on step unless column 1 qualifications have been met. Qualifications must be met within two (2) years of hire, or will not be renewed.

Effective July 1, 2015 any employee on the salary schedule as of June 30, 2015 will not be allowed to go off schedule.

St. Albans Town School District

Custodian Hourly Wage Schedule

For FY16: \$0.52 added to the existing hourly rate of each employee
For FY17: \$0.35 added to the existing hourly rate of each employee

	FY16	FY17
Custodian	\$11.96	\$12.31
Custodian	\$12.48	\$12.83
Custodian II	\$13.81	\$14.16
Night Lead Custodian	TBD	TBD
Facilities Maintenance Tech	\$16.64	\$16.99
Foreman	\$19.30	\$19.65

New hires will be placed on the schedule by the Superintendent based on experience. No new hires may be placed on the salary schedule at a step higher than that of an existing employee with similar years of experience.

APPENDIX D

SIDE LETTER

SIDE LETTER

Ms. Katie Lovejoy, President
St. Albans Town Education Association
RE: Side Letter to the Support Staff Master Agreement for Head Custodian

Dear Katie:

This letter is intended to be incorporated into the St. Albans Town Educational Center Support Staff Master Agreement which covers July 1, 2015 through June 30, 2017. Both the Board and the St. Albans Town Education Association agree that the Head Custodian, Francis Cross, will be granted two (2) additional days (16 hours) of vacation leave time to be utilized prior to his retirement on December 31, 2015. Such vacation must be used consistent with the provisions of the Master Agreement. Any future adjustment in vacation time for full-time employees must be negotiated. This agreement ends on December 31, 2015 and will not establish precedent.

To demonstrate the agreement of the St. Albans Town Association for this Side Letter to the FY 2016 Master Agreement, please sign and date this Side Letter as provided below. Upon full signature and dating by both parties, copies of the Side Letter shall be distributed to the Association and to the District and shall be considered incorporated into the Master Agreement.

Sincerely,

/s/ Paul C. Bourbeau
Paul Bourbeau, Chair, St. Albans Town School
District Board of Directors, Duly Authorized

11/5/15
Date

/s/ Patricia K. Coon
Patricia K. Coon, St. Albans Town Education
Association, Duly Authorized

11/5/15
Date

cc: Angela Stebbins, Principal
Derek Madden, Facilities Manager