

AGREEMENT

Between

**CHAMPLAIN ISLANDS UNIFIED UNION SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS**

And the

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

**For the Champlain Islands Unified Union School District
Support Staff**

July 1, 2020 – June 30, 2022

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PREAMBLE

This AGREEMENT is made and entered into this 19th day of May, 2020, by the Champlain Islands Unified Union School District acting through its duly elected and qualified directors (hereinafter referred to as the "Board"), and the Grand Isle Supervisory Union-NEA/Vermont-NEA/NEA (hereinafter referred to as the "Association").

ARTICLE I RECOGNITION

- 1.1 The Board recognizes the Association, for the purpose of collective bargaining, pursuant to Title 21, Chapter 20, Sections 1721 – 1734, of the Vermont Statutes Annotated, as the exclusive representative of a bargaining unit, as certified by the Vermont Labor Relations Board, composed of non supervisory paraprofessionals, custodians, health care assistants, and Behavior Interventionists.
- 1.2 Unless otherwise indicated, the persons in the above unit will be referred to as "employee", "employees", "members of the bargaining unit". Reference to male employees will include female employees and reference to female employees will include male employees where such inclusion would be appropriate.
- 1.3 Employees who are regularly scheduled to work at least ten (10) hours per week, up to and including thirty (30) hours per week, are considered part-time employees, are included in the bargaining unit, and will receive economic benefits on a pro rata basis, if they otherwise meet minimum eligibility requirements. Employees considered full time for benefits at the end of the 2019-2020 school year will continue to be considered full-time for benefits as long as they continue to be scheduled for at least 20 hours per week.

ARTICLE II DEFINITIONS

- 2.1 The following words and phrases used in this Agreement, unless a different meaning is plainly required by the context, shall have the following meanings:
 - (a) Full Year Employees: Employees hired by the Board for fifty-two (52) weeks per year. This category includes, but is not limited to, custodians.

(b) School Year Employees: Employees hired by the Board to work as paraprofessionals, health care assistants, and Behavior Interventionists.

- 2.2 Nothing herein shall be construed to entitle any employee to any pyramiding of benefits under this Agreement.
- 2.3 Nothing herein shall be construed to prohibit a school year employee from agreeing with the Board to work in his/her position outside the employee's work year (according to the school calendar as set forth by the Champlain Islands Unified Union School District School Board) for additional compensation at the discretion of building administrator. Noting that any such additional work time shall not change an employee's status from school year to full year.

ARTICLE III
PROCEDURE FOR NEGOTIATION OF A SUCCESSOR
AGREEMENT

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

ARTICLE IV

ASSOCIATION RIGHTS

- 4.1 The Board agrees that every employee of the Board has the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other activities of mutual benefit. The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred under Vermont Statutes Annotated, the Constitution of Vermont of the Constitution of the United States; that it will not discriminate against any employee with respect to hours, wages, or any other terms or conditions of employment by reason of his/her membership in the Association of its affiliates; collective negotiations with the Board; the institution of any grievance, complaint, or proceeding under this Agreement; or otherwise with respect to any terms or conditions of employment.
- 4.2 The Board agrees to deduct from employees' salaries dues for the Grand Isle Supervisory Union-NEA, the Vermont-NEA and the National Education Association as said employees individually and voluntarily authorize said deductions. Money shall be transmitted to the treasurer of the Association on the same schedule as the teachers, and the association shall disburse such monies to the appropriate Association or Associations. Authorizations shall be in writing and continuous from year to year as long as the person remains employed by the School District unless he or she notifies the Board and the Association in writing that he or she wishes to withdraw his/her authorization for dues deductions. The Association shall have the full responsibility for notifying the School District of the amounts for each employee to be deducted for each membership year in writing. The School District shall cause such amounts to be deducted in substantially equal installments throughout the school year. The Association shall have the full responsibility for notifying the School District in advance of any changes in the dues deductions. Employees will be informed of all job openings within the bargaining unit, according to the following procedure:
- (a) Should a vacancy occur within the bargaining unit, either through the creation of a new position or a vacancy in an existing position, and should there be no one on layoff status who is eligible for recall to said position, the vacancy shall be posted in all CIUUSD school buildings in a central location for a minimum of ten (10) calendar days and be sent via electronic distribution list during which time current employees shall be given the opportunity to apply to the superintendent, in writing, for a voluntary transfer to such position.

- (b) A currently employed member of the bargaining unit who is qualified and applies will be interviewed and considered for voluntary transfer, at the principal and superintendent levels, along with any other individual who has been interviewed for the vacant position.
- (c) An unsuccessful bargaining unit applicant shall be given oral reasons for denial of transfer by the superintendent and the principal, if he/she so requests. Said denial must be for cause only. Provided the administration has complied with the above procedure, denial of transfer shall not be subject to the grievance and arbitration procedure.

ARTICLE V

GRIEVANCE PROCEDURE

5.1 Definitions

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

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

5.3 Procedure for Processing Grievance: The parties acknowledge that it is usually most desirable for an employee or his/her immediate supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may intervene to assist in this resolution. However, should such informal processes fail

to satisfy the employee or the Association, then a grievance may be filed. The following procedure shall be used:

STEP 1: The employee of the Association shall present the grievance, in writing, to the immediate supervisor who will arrange for a meeting to be held within five (5) days after immediate supervisor's receipt of the grievance. The Association's representative, the grievant, and the immediate supervisor shall be present for the meeting. The immediate supervisor must provide the grievant and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reason(s) upon which the decision was based.

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

STEP 3: If the grievance is not resolved at STEP 2, then the grievant or the Association may refer the grievance to the Board within ten (10) days after its receipt of the superintendent's written answer or the due date thereof. The Board shall schedule a meeting with the grievant and the Association's grievance representatives within fifteen (15) days of the receipt of the appeal. Each party shall have the right to include in its presentation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Nothing herein shall be construed as authorizing the use of non-managerial school district employees as such witnesses or counselors during their working time. Upon conclusion of the meeting the Board will have ten (10) days in which to provide its written decision to the Association, including the reason(s) upon which the decision was based.

STEP 4: If the Association is not satisfied with the disposition of the grievance at STEP 3 or the STEP 3 time limits expire without the issuance of the Board's written answer, then the Association may submit the grievance to arbitration under the Voluntary Labor Arbitration Rules of American Arbitration Association. The AAA shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Board's STEP 3 reply, then that specific

grievance will be deemed concluded and no submission may be made to arbitration. The arbitrator shall have no authority to add to or subtract from the terms of this Agreement, or substitute his/her judgment with that of the Board on any matter specifically given to the discretion of the Board under this Agreement, except that the arbitrator shall have the authority to remedy a proven abuse of discretion. The arbitrator shall have no authority to award punitive damages, and shall construe this Agreement in accordance with the law of the State of Vermont.

Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator, which is not previously disclosed to the other party.

The cost of the arbitrator and the AAA will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party will bear full costs for that transcript. Should both parties order a transcript then the cost of the two transcripts will be divided equally between the parties.

- 5.2 The Board acknowledges the right of the Association's grievance representatives to participate in the processing of a grievance at any level and no employee shall be required to discuss a grievance if the Association's representative is not present.
- 5.3 A grievance involving an administrator above the building level may be filed by the Association at STEP 2.
- 5.4 No reprisals of any kind will be taken by the Board, or the administration, against any employee because of his/her participation in the grievance procedure.
- 5.5 The Board, the administration and the Association will cooperate with each other in the investigation of any grievance.
- 5.6 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 5.7 A grievance may be withdrawn or settled at any level without establishing precedent.
- 5.8 A grievance herein contained shall not be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. If requested by the employee, an Association representative may be present at such informal meeting or discussion in an effort to help resolve the grievance.

ARTICLE VI
CONDITIONS OF EMPLOYMENT

- 6.1 All newly employed support staff shall serve a probationary period of one school year ending May 22 by which date decisions regarding the renewal or non-renewal of contracts shall be made. Employees hired after November 15 shall serve a six (6) month probationary period. The discharge or non-renewal of a support staff employee during their probationary period shall not be a violation of the Agreement and shall not be subject to Article V, Grievance Procedure, of this Agreement. An employee who has been recalled from a layoff shall not be considered a new hire.
- 6.2 An employee who has completed his/her probationary period shall not be disciplined, suspended, or terminated in his/her employment without just cause. A grievance arising under the terms of this section may be filed at STEP 2 of the Grievance Procedure. A new employee may be discharged at any time during the probationary period, and such discharge shall not be a violation of the Agreement and shall not be subject to Article V, Grievance Procedure, of this Agreement. The employee shall be given a written explanation for the discharge by the Board if the employee so requests.

(a) Provision for Lay-Off

Layoffs shall be based upon reverse order of seniority within each job classification of custodian, paraprofessional, and paraprofessional serving as Speech and Language Assistant, behavior interventionist, health care assistant, . Recall shall be based upon seniority order within each such job classification. Such recall rights shall be extended for a period of two (2) years.

Employees recalled to work shall return at the time specified by the district or notify the principal within seven (7) calendar days of their inability to do so. Employees who fail to report as directed shall be conclusively deemed to have resigned. The Board shall send by certified mail written notice of recall to the employee at the address that the employee has last given the Board, and the Board shall send a copy of such recall notice to the Association.

Seniority shall be calculated from the date beginning with the employee's most recent period of continuous employment within the bargaining unit or within one of the previous districts which now form the CIUUSD. Employees who work less than full-time shall have their seniority prorated by the number of hours in their regular work schedule.

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

School year employees who are to be laid off shall receive such notice no later than May 22. One exception shall be allowed to the last day of school notice day for the layoff of paraprofessionals who are school-year employees. If a paraprofessional is employed by the School District solely to be assigned to work with one child, the child leaves the School District, the paraprofessional who was so assigned may, with three (3) working weeks notice, be laid off by the Board. The paraprofessional laid off may displace a less senior paraprofessional. The paraprofessional must state his/her desire to activate displacement rights in writing to the principal within five (5) school days of notice of lay off. The principal shall then notify the least senior unit member of lay-off. The least senior member shall be guaranteed three (3) weeks notice.

6.3 Employees may be required to work overtime. Normally, overtime will be authorized and assigned by the building principal. Custodians may assign themselves overtime as may be necessary to respond to an imminent peril to school property. Employees who perform self-assigned overtime shall provide the principal with details of the work performed and reason for such self-assigned overtime. If the principal is dissatisfied with such explanation, the overtime shall be paid but the principal or Board may thereafter deny the employee the privilege of self-assigned overtime. Except as otherwise stated herein, prior approval of the employee's immediate supervisor is required for all overtime work. Nothing herein shall be construed as limiting the Board's authority to impose appropriate discipline for wrongful misrepresentation, subject to the provision of Section 6.2 and other relevant contractual provisions.

(a) Overtime worked beyond forty (40) hours per week will be paid at time and one-half. Call-in time will be a minimum of two (2) hours at time and one-half. In an emergency, employees such as custodians may be required to work on a holiday, a Saturday or a Sunday. Pay for such work shall be at the rate of one and one-half (1.5) the normal rate of pay.

6.4 Each employee may be required to pass a physical examination as a condition of initial or continuing employment. Physical examinations which are required as a condition of initial or continuing employment shall be conducted by a physician or health service designated by and paid by the Board, unless the employee chooses to select his/her own doctor to perform the examination in which case the Board will contribute up to \$35.00 towards the cost of the examination actually borne by the employee after the payment of all medical insurance benefits.

- 6.5 Employees shall not be requested or required to work under conditions which constitute a threat to their health or safety.
- 6.6
- (a) Each employee shall be given a copy of his/her job description at the time of employment. Employees who are required to lift and/or carry students as a regular part of their employment shall be so notified.
 - (b) If necessary, prior to the start of each school year and other times as appropriate, the principal and the Association shall meet to update and/or formulate appropriate job descriptions for all employees covered by this agreement.
 - (c) Each employee shall be given an electronic copy of the Master Agreement and an explanation of offered health and dental benefits within (7) days of employment.
- 6.7 Annually, each employee shall be given a performance evaluation conducted by the principal.
- 6.8 Work in addition to an employee's regular schedule and overtime will be assigned equitably.
- 6.9 Custodians
- (a) When school is in session, custodians shall be assigned to a regular Monday through Friday work shift. During summer and vacation periods, a custodian shall be assigned to a regular day shift.
 - (b) All custodians shall be assigned a one-half (1/2) hour lunch period, without pay, and two (2) fifteen (15) minute rest periods, with pay, each work day.
- 6.10 Employees who agree to serve as substitute teachers for a day classified as a full school day shall receive their regular pay plus two dollars (\$2.00) per hour or the regular substitute daily pay, whichever is greater. Employees who serve as substitute teachers for less than a full day shall receive their regular pay, plus three dollars (\$3.00) per hour for the time spent as a substitute. No employee shall be required to substitute if he/she does not wish to do so.
- 6.11 All Support Staff:
- (a) Each employee shall receive a one-half (1/2) hour duty-free lunch at a designated time with pay. Each employee may have one fifteen (15) minute rest period each day to be scheduled by agreement between the employee, the teacher, and the principal.
 - (b) If the principal requires an employee to attend a faculty meeting, if an employee's presence is deemed necessary at an IEP meeting or

other special service meeting he/she shall be paid at the normal hourly rate of pay for such time. If the Board requires an employee to attend a workshop, the employee will be paid at his/her normal hourly rate and the Board shall pay any such workshop registration and workshop fees.

(c) Paraprofessionals and Behavior Interventionists who are assigned duties will be provided with one half hour to collaborate with teachers and/or complete paperwork for which they shall be paid.

6.12 Bargaining unit members shall be given copies of the School Student Discipline Policy. The building principal will meet with the employees and a consistent procedure for handling student disciplinary situations shall be formulated. If an employee follows proper procedure, as given to them by the principal, then the employee will not be subject to disciplinary actions.

6.13

(a) Employees covered by this Agreement shall be issued contracts by May 22 and required to return contracts by June 15.

(b) Failure of an employee to sign and return the document within the specified period may, at the option of the Superintendent, be accepted as conclusive evidence of non-acceptance of the offer, and, in such a case, the position shall be considered vacant.

(c) The Superintendent, at the request in writing of an individual employee, may grant an additional 14-calendar day extension for the return of an individual contract beyond the original due date. The superintendent shall promptly notify the Association of the action on the employee's request.

(d) Any individual contract issued prior to the conclusion of negotiations for a successor Agreement to this contract shall be made consistent with the terms and conditions of the successor Agreement as finally negotiated between the parties.

6.14 If school is cancelled on a regularly scheduled school day for inclement weather, physical plant emergency, or school-wide illness, and that day is not made up by the end of the school year and causes a school year employee to have worked for less than the number of employment days according to the school calendar as set forth by the Champlain Islands Unified Union School District School Board, the employee shall receive his/her regular rate of pay for such cancelled days, the total paid to each employee not to exceed the regular rate of pay for said number of school days.

ARTICLE VII

LEAVES

- 7.1 Sick Leave: Full-year employees will be entitled to fifteen (15) sick leave days per year and will be entitled to accumulate unused sick days from year to year to a maximum of sixty (60) sick days. School-year employees shall be entitled to ten (10) sick leave days per year and will be entitled to accumulate unused sick days from year to year to a maximum of forty-five (45) sick days.
- 7.2 Sick Leave Bank
- (a) A sick leave bank shall provide a paid sick leave for any participating employee who has used his/her own accumulated sick days and is stricken with a serious illness or disability which prevents the employee from returning to their work. Each school district shall maintain a separate bank. Support staff may become participating members of the sick leave bank of their respective schools by voluntarily contributing two (2) sick days per year from his/her accumulation. These employees shall be continuing members of the sick leave bank and shall not contribute any additional days to the bank unless the bank falls below 75 days. Participating employees who have reached their maximum sick leave accumulation days shall automatically place those remaining days into the sick leave bank at the end of each school year. The maximum number of days to be held in the sick leave bank is 75 per year. The balance of unused days in the sick leave bank shall be available to carry over from year to year. Once the bank reaches the maximum of 75 days in any year only new employees shall contribute two days to be held in escrow for use if the total falls below 75 days.
 - (b) In the event that the sick leave bank falls below 75 days all participating employees shall be asked to donate two days to the bank with the balance over 75 to be held in escrow.
 - (c) Any employee who has not, or does not, contribute to the Sick Leave Bank, shall be ineligible to receive Sick Leave Bank benefits.
 - (d) A committee of three (3) members, one (1) Association member, one (1) Board member, and the Superintendent (or his/her designee), will administer the Sick Leave Bank. Participating employees must make written application to the sick leave bank for withdrawal and may be asked to provide medical verification. In any given case of an employee applying for days from the Sick Leave Bank, the committee shall consider the application submitted and reach a decision on whether or not the application should be

approved. Any participating employee may apply to utilize the benefits of the Sick Leave Bank only after he/she has exhausted all other accumulated sick leave and only in the case of serious illness or disability. The maximum of days that can be withdrawn is not to exceed forty (40) per employee per year.

- (e) All record keeping involved in the administration of the Sick Leave shall be the responsibility of the Association, but the participating employees and Superintendent's office shall receive copies of all records.

The Superintendent's office will be notified by September 15 of the names of the members of the Sick Leave Bank.

- 7.3 The Board will provide a statement of the employee's sick leave on or prior to October 1.
- 7.4 The Administration shall require a physician's statement documenting illness when there has been three (3) consecutive sick days, when frequent use of sick leave has been made.
- 7.5 A temporary disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and the recovery there from, shall be treated as any other illness or disability under the terms of this Article.
- 7.6 An employee may use his/her sick leave days for illness in the employee's immediate family. For the purpose of this section, immediate family is defined as the employee's spouse, child, or parent.
- 7.7 Employees will be entitled to the following temporary leaves of absence without the loss of pay each school year:
 - (a) Bereavement: Up to three (3) days, one (1) of which shall be granted in the event of a death in the employee's immediate family. For the purposes of this Article, immediate family is defined as the employee's spouse, child, parent(s), grandparent(s), grandchildren, brother, sister, immediate in-laws, or a member of the immediate household. One day of bereavement, which shall be used for the day of the funeral, shall be granted in the event of a death of an employee's uncle, aunt, cousin, niece or nephew. Additional days may be granted at the discretion of the Principal.
 - (b) Personal: Four (4) days leave of absence shall be granted for personal, legal, business, household, or family matters which require absence during working hours. A written notice shall be made to the principal at least one (1) day before taking such leave. All days requested shall be allowed upon the employee's good faith representation that the leave is required for the purposes set forth above. Personal leave shall not be taken immediately before or

after a school holiday or vacation for the purpose of simply extending said school holiday or vacation.

- (c) Training: Four (4) days leave with written prior approval of the principal may be granted for the purpose of enhancing or improving the employee's job-related skills for the benefits to the Grand Isle Town School District and the employee. Denial of this leave shall not constitute a grievance, unless the principal has abused his/her discretion. Travel money shall be granted with prior approval of the principal for conferences, courses, workshops or other professional training opportunities at the rate set forth in Article 11.3
- (d) There shall be a pool of two (2) days per school year available to employees covered by the terms of this Agreement for the conducting of Association-related business. The President of the Association must authorize the use of this day in writing, 48 hours in advance to the superintendent, before the superintendent grants this type of leave to an employee(s).

7.8

- (a) Upon written application to the Board, an employee may be granted, at the discretion of the Board, an unpaid leave of absence for up to one (1) year for health, parental, or educational reasons, or for any reason allowed by the School Board
- (b) Such leave shall be guaranteed if necessitated by an occupational injury incurred in employment by the Champlain Islands Unified Union School District. In the event that the district and the Association are unable to agree upon the occupational nature of the injury, and the question has not already been determined by the Department of Labor and Industry, or its successor, the matter will be submitted to that Department of its determination of whether the injury was occupational. Its decision shall, in either case, be binding on the parties hereto as to the right to leave under this Subsection (b).
- (c) Upon return to employment after being granted an unpaid leave for any reason, the employee shall be restored to the position occupied before the leave, with all benefits accompanying such position. An employee's service time shall not increase during such leave or absence, unless said leave is necessitated by an occupational injury incurred in employment by the Grand Isle School District. For such occupational injury leave, the Board shall continue to pay the insurance premiums the employee was receiving during his/her normal employment. If the leave is granted for any other reason, the employee shall be allowed to continue in the insurance

programs, subject to the regulations of the carrier, if he/she pays the premiums as they become due.

ARTICLE VIII
VACATIONS AND HOLIDAYS

- 8.1 The paid holidays for a full-year employee are: New Year’s Day, Martin Luther King Day, Presidents’ Day (to be taken during the February School Break), Memorial Day, Independence Day, Labor Day, Indigenous Peoples’ Day, Thanksgiving Day, Thanksgiving Friday and Christmas Day. If any such holiday falls on Saturday or Sunday, respectively, it shall be observed on Friday or Monday, respectively. If any employee is required to work on such holiday, the employee should be paid at 1.5 times his/her regular hourly rate.
- 8.2 School year employee(s) shall be paid for Thanksgiving, Thanksgiving Friday, Christmas, New Year’s Day, and the last three business days of the calendar year as holidays. The last three business days of the calendar year substitute for Labor Day, Memorial Day, and Martin Luther King Day.
- 8.3 The paid vacation schedule for full-year employees shall be as follows:
- | <u>Years of Completed Service</u> | <u>Vacation</u> |
|-----------------------------------|-----------------|
| 1-5 years | 2 weeks |
| 6-10 years | 3 weeks |
| 11+ years | 4 weeks |
- 8.4 Vacations shall be taken within the year following the year in which the vacation is earned.
- 8.5 It is desirable that all vacations are taken when school is not in session; however, the Board may grant permission for school time vacations. The principal will make every effort to coordinate the vacation schedule of the various employees with any major work that has to be done on the buildings and grounds. Vacation time is non-accumulative and arrangements for vacations must be made between the employee and his/her immediate supervisor. Requests for vacation scheduling shall be made at least thirty (30) days before the requested vacation is to begin, and shall not be arbitrarily denied.

ARTICLE IX
INSURANCES

- 9.1 During the contract period from July 1, 2020 through December 31, 2020:

As per Act 11, the provisions of the statewide benefit will be incorporated into the collective bargaining agreement effective July 1, 2020. Per the arbitrator's award, the status quo prevailing in the district will remain in effect until December 31, 2020. The status quo for this time period is as follows:

The Board will pay ninety (90) percent and the employee will pay ten (10) percent of the premium for the coverage selected based on the premium schedule for the VEHI Gold-CDHP regardless of the plan chosen with an accompanying Health Reimbursement Arrangement (HRA) benefit. The Board will pay (through the HRA benefit) 100% of the out-of-pocket expense after the employee has paid the first \$250 of out of pocket expenses. The CIUUSD will pay for 100% of prescription costs. Employees working at least (17.5) hours per week on a regular basis are eligible for family, two person, or single coverage. As an option, the board will offer, if certification of coverage for the employee and their tax family is provided, the sum of five hundred dollars (\$500.00) to any member who elects not to participate in the health care coverage for any full year of the contract.

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

As an option, the board will offer, if certification of coverage for the employee and their tax family is provided, the sum of five hundred dollars (\$500.00) to any member who elects not to participate in the health care coverage for any full year of the contract.

Grievances. Disputes over plan coverage and administration by the health insurance plan(s) must be resolved through the plan's procedures and/or the appropriate regulatory complaint procedure.

9.3

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

(b) In the event the district is no longer able to provide any health insurance plan as identified in Article 9.1, the District and the

Association agrees to negotiate a new employee health insurance program, including individual and group health insurance programs available through the Vermont Health Connect Insurance Exchange. Such negotiations shall be conducted in accordance with the provision of Title 21 V.S.A. Chapter 22. In the event such health insurance negotiations between the Board and the Association have not been concluded forty-five (45) days prior to the termination date of the existing coverage, the district is authorized to select and implement insurance coverage under an interim plan until such time as the Board and the Association conclude negotiations. Such interim insurance plan shall be reasonably comparable to the current base insurance in Article 9.1 and maintain the identical employee premium contribution of 5% of the premium.

- 9.4 The Board agrees to provide and pay for each full year and school year employee, the premium for term life insurance. The coverage for each employee shall be \$35,000.
- 9.5 The Board shall pay seventy (70) percent toward the cost of any tier (single, two person, or family) dental insurance for each employee in the bargaining unit.

ARTICLE X

EMPLOYEE DISCIPLINE/EVALUATION

- 10.1 The following provisions of Article X apply to employees who have satisfied their probationary period and shall not be applied to probationary employees; however, probationary employees shall be evaluated in writing at least one time during the probationary period. After satisfying their probationary period, annually, each employee shall be given a performance evaluation conducted by the principal.
- 10.2 If an employee is asked to attend a meeting with a member(s) of the administration or Board to discuss matters, which may adversely affect his/her continued employment, he/she will be entitled to have an Association representative present. The employee will be notified of the time, place, and nature of such a meeting as soon as possible.
- 10.3 Any method of formal evaluation will be defined and described, in writing, and shall be made known in advance to the individual to be evaluated. All monitoring or formal observation of the work performance of an employee will be conducted openly and with the full knowledge of the individual.
- 10.4 An employee who is suspended or discharged shall be entitled to a hearing before the superintendent within three (3) working days of the date of the suspension or discharge. If the superintendent reverses the suspension, or reinstates the terminated employee, the employee shall

- receive back pay and benefits for the period of said suspension or termination, unless otherwise agreed in writing by the Association, the employee, and the Board. This section shall not preclude an employee who is not reinstated from filing a grievance under Article V of this Agreement.
- 10.5 Employees will be given a copy of any evaluation report prepared by their supervisor and will, at their option, be entitled to a conference to discuss said report within five (5) working days from the receipt of the report. No such report will be submitted to the central office, placed in the employee's personnel file or otherwise acted upon without prior conference, if requested. No employee will be required to sign a blank incomplete evaluation form.
- 10.6 Employees will have the right, upon reasonable request, to review the contents of their personnel file excluding references and they may receive a copy of any documents reviewed. An employee will be entitled to have an Association representative accompany him/her during such review.
- 10.7 No material derogatory to an employee's conduct, services, character, or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had a chance to review such material and will affix his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents hereof. If an employee fails or refuses to so sign such materials, the Association shall notify its UniServ Director who shall instruct the employee to comply with this Section 10.7. If the employee still fails or refuses to so sign, then such failure or refusal will be noted on the materials, and the materials may then be placed in the personnel file. The employee will also have the right to submit a written answer to such material and his/her answer will be attached to the file copy. After three (3) years from the date such materials and rebuttals were placed in the employee's personnel file, the Superintendent may at the employee's request remove such materials and rebuttals, so long as, during such three (3) year period, there has been no repetition or the type of conduct or activity to which reference is made in the written materials. In any discharge or disciplinary proceeding the employer may introduce any relevant materials, including the employee's written answer(s), which are properly maintained in the employee's personnel file under this Section 10.7.
- 10.8 When any written complaint regarding an employee is made to any member of the administration by any parent, student or other persons, and the complaint is used in evaluating the employee, it will be promptly investigated and called to the attention of the employee. The employee will be given an opportunity to respond to and/or rebut such complaint.

Oral complaints shall be considered if reduced to writing by either administration and/or complainant and promptly investigated according to the process set forth herein.

- 10.9 Any paraprofessional who is to be evaluated will be so notified by the supervisor at least twenty-four (24) hours in advance.

ARTICLE XI

MISCELLANEOUS PROVISIONS

- 11.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 11.2 Within thirty (30) days after ratification, copies of this Agreement shall be provided electronically. Each new employee shall be provided an electronic copy of the Agreement within one (1) week of his/her first day on the job.
- 11.3 The Board agrees to pay the IRS rate per mile for use of personal vehicles on school business.
- 11.4 The Board shall provide the equipment necessary to employees, including, but not limited to custodial/maintenance, for all work which they are requested or required to perform by a supervisor(s) or employer(s). Employees shall not be required to locate, borrow or provide tools and equipment on their own for school employment, nor perform tasks which necessitate the use of equipment not provided by the Board.
- 11.5 The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application of administration of this Agreement or any other rule, regulation, or policy relating to terms and conditions of employment on the basis of race, creed, color, religion, national origin, age, sex or marital status. Domicile shall not be a condition of employment for employees covered by this Agreement. Handicaps shall also be covered under the provisions of this Article, except as such handicap significantly impairs the performance of an employee's duties.

ARTICLE XII
SALARIES/WORK YEAR

12.1

- (a) The salaries for all employees covered by this Agreement shall be set forth in Appendices A-D which are attached hereto and made a part hereof.
- (b) Employees new to the job category in the District, as well as employees new to the District, shall have their experiences and education evaluated by the Superintendent and a placement on an appropriate step (and column, if applicable) of the salary schedule will be recommended to the Board for approval. Credit shall be given for experience and education reasonably related to the position for which the employee has been hired. No new employee will be placed on a wage schedule step that is greater than that of a current employee with the same experience as the new employee.

12.2 The work year shall consist of those work hours according to the School calendar as set forth by the School Board. Paraprofessionals shall be hired for the student day not to exceed 8 hours, for the student calendar days per year plus 3 in-service days. The administration may require additional in-service days. Any additional in-service days deemed relevant and required by the administration shall be compensated at the regular hourly rate. Paraprofessionals shall be assigned adequate hours so that they are able to do paperwork during the hours for which they are paid.

12.3

- (a) School year employees shall be paid by direct deposit on every other Friday, on the same pay schedule as the teachers. If synchronization is necessary it shall be done in the same manner as full year employees.
- (b) When necessary to synchronize full year employees pay dates with teachers pay dates, full year employees shall change pay dates by receiving one (1) weeks pay on the first teacher pay date that follows seven (7) days after their last regular pay date.
- (c) Authorized payroll deductions and all insurance policies shall be paid on time.

12.4 Beginning on July 1, 2005 the Board agrees to establish and administer on behalf of each member of the bargaining unit a 403 (b) retirement plan. Employees may elect to contribute to the maximum allowed by law.

ARTICLE XIII
NO STRIKE – NO LOCKOUT

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

ARTICLE XIV
MANAGEMENT RIGHTS

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

ARTICLE XV
COMPLETE NEGOTIATIONS

- 15.1 This Agreement constitutes the entire Agreement of the School Board and the Association arrived at as the result of collective bargaining negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement. This Agreement may not be modified, in whole or in part, except by mutually agreed further collective bargaining and, as a result of such bargaining, and instrument in writing signed by both parties.
- 15.2 The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make

demands with respect to any subject or matter not removed by law from the area or collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XVI **DURATION**

- 16.1 This contract shall take effect July 1, 2020 and shall remain in effect through June 30, 2022. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other not later than December 1, before the expiration date or any anniversary thereof of its desire to reopen this Agreement and to negotiate over terms of a successor Agreement.

IN WITNESS WHEREOF the parties hereunto set their hands and seals
this 19th day of May, 2020.

**BOARD OF SCHOOL DIRECTORS,
CHAMPLAIN ISLANDS UNIFIED UNION SCHOOL DISTRICT**

By _____ Date _____

By _____ Date _____

By _____ Date _____

By _____ Date _____

By _____ Date _____

GRAND ISLE SUPERVISORY UNION – NEA

By _____ Date _____

By _____ Date _____

Appendix A - Salary Schedule

CIUUSD Educational Support Staff
2020-2021 (FY2021) and 2021-2022 (FY2022) School Years

POSITION	FY2021	FY2022
CUSTODIAN		
Step 1	13.53	14.05
Step 2	14.10	14.62
Step 3	14.67	15.19
Step 4	15.23	15.75
Step 5	15.81	16.33
OFF-STEP = HOURLY INCREASE	50¢	85¢
 PARAPROFESSIONAL		
Step 1	13.25	13.77
Step 2	13.81	14.33
Step 3	14.39	14.91
Step 4	14.96	15.48
Step 5	15.52	16.04
OFF-STEP = HOURLY INCREASE	50¢	85¢
 HEALTHCARE ASSISTANT		
Step 1	13.25	13.77
Step 2	13.81	14.33
Step 3	14.39	14.91
Step 4	14.96	15.48
Step 5	15.52	16.04
OFF-STEP = HOURLY INCREASE	50¢	85¢
 BEHAVIORAL INTERVENTIONIST		
Step 1	21.66	22.18
Step 2	22.02	22.56
Step 3	22.54	22.92
Step 4	23.05	23.44
Step 5	23.58	23.95
OFF-STEP = HOURLY INCREASE	50¢	85¢