

AGREEMENT

BETWEEN

MOUNT ANTHONY UNION HIGH SCHOOL DISTRICT #14

SOUTHWEST VERMONT UNION ELEMENTARY SCHOOL
DISTRICT

SOUTHWEST VERMONT SUPERVISORY UNION

SOUTHWEST VERMONT REGIONAL TECHNICAL SCHOOL
DISTRICT

AND

SOUTHWESTERN VERMONT EDUCATION ASSOCIATION
EDUCATIONAL SUPPORT PERSONNEL UNIT, VERMONT-
NEA/NEA

2024-2026

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	ACKNOWLEDGMENT OF ARBITRATION	2
1	RECOGNITION	3
2	BOARD PREROGATIVES	4
3	GRIEVANCE PROCEDURE	5
4	ALTERATION OR AMENDMENT OF	7
5	EMPLOYEE ADMINISTRATION LIAISON	8
6	ASSOCIATION PRIVILEGES	8
7	DUES DEDUCTION	10
8	EMPLOYEES RIGHTS AND PRIVILEGES	10
9	EMPLOYEE PERSONNEL FILE	12
10	EMPLOYMENT SECURITY	13
11	FAIR HIRING & PROMO PROCEDURES	15
12	UTILIZATION OF SANCTIONS	17
13	JURY DUTY	17
14	REIMBURSEMENT OF EXPENSE	17
15	SICK LEAVE	18
16	LEAVES	18
17	LIFE INSURANCE	22
18	HOSPITAL AND SURGICAL INSURANCE	22
19	WAGES AND OTHER COMPENSATION	23
20	HOURS, CONDITIONS, DUTIES, AND RESPONSIBILITIES	25
21	EMPLOYEE VACATIONS	27
22	EMPLOYEE HOLIDAYS	28
23	EVALUATION	29
24	DURATION AND SCOPE OF AGREEMENT	30
APPENDIX A	WAGE SCHEDULES	31
APPENDIX B	DUES DEDUCTION AUTHORIZATION	35

ACKNOWLEDGMENT OF ARBITRATION

THE BOARD AND ASSOCIATION UNDERSTAND THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS AGREEMENT, THE PARTIES UNDERSTAND THAT THEY WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, THE PARTIES AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR.

ARTICLE 1 - RECOGNITION

1.1 The Bennington School District, Inc., pursuant to 16 VSA 1991, recognizes the Association as the exclusive bargaining agent for all employees in positions classified as administrative, paraeducational, and maintenance. Excluded from the bargaining unit are: (a) seasonal or temporary employees working fewer than one hundred (100) working days a fiscal year (July through June), (b) tutors who work less than an average of twenty (20) hours per week or less than sixty (60) days per year, (c) students, (d) part-time employees who work an average of less than twenty (20) hours per week per year, (e) probationary employees, (f) employees employed in the Central Office.

1.2 The Mount Anthony Union High School District #14, pursuant to 16 VSA 1991, recognizes the Association, as the exclusive bargaining agent for all employees in positions classified as administrative, paraeducational and maintenance. Excluded from the bargaining unit are: (a) seasonal or temporary employees working fewer than one hundred (100) working days a fiscal year (July through June) , (b) tutors who work less than an average of twenty (20) hours per week or less than sixty (60) days per year, (c) students, (d) part—time employees who work an average of less than twenty (20) hours per week per year, (e) probationary employees, (f) employees employed in the Central Office.

1.3 The Southwest Vermont Regional Technical School District, pursuant to 16 VSA 1991, recognizes the Association, as the exclusive bargaining agent for all employees in positions classified as administrative, paraeducational and maintenance. Excluded from the bargaining unit are: (a) confidential secretary to the administration; (b) student database and guidance support personnel; (c) seasonal or temporary employees working fewer than one hundred (100) working days a fiscal year (July through June) , (d) tutors who work less than an average of twenty (20) hours per week or less than sixty (60) days per year, (e) students, (f) part-time employees who work an average of less than twenty (20) hours per week per year, (g) probationary employees, (h) employees employed in the Central office

1.4 The Shaftsbury School District, pursuant to 16 VSA 1991, recognizes the Association as the exclusive bargaining agent for all employees in positions classified as administrative, paraeducational, and maintenance. Excluded from the bargaining unit are: (a) seasonal or temporary employees working fewer than one hundred (100) working days a fiscal year (July through June) , (b) tutors who work less than an average of twenty (20) hours per week or less than sixty (60) days per year, (c) students, (d) part—time employees who work an average of less than twenty (20) hours per week per year, (e) probationary employees, (f) employees employed in the Central office .

1.5 The Pownal School District, pursuant to 16 VSA 1991, recognizes the Association, as the exclusive bargaining agent for all employees in positions classified as administrative, paraeducational and maintenance. Excluded from the bargaining unit are: (a) seasonal or temporary employees working fewer than one hundred (100) working days a fiscal year (July through June) , (b) tutors who work less than an average of twenty (20) hours per week or less than sixty (60) days per year, (c) students, (d) part—time employees who work an average

of less than twenty (20) hours per week per year, (e) probationary employees, (f) employees employed in the Central office.

1.6 The Southwest Vermont Supervisory Union, pursuant to 16 VSA 1991, recognizes the Association as the exclusive bargaining agent for all employees in positions classified as administrative and paraeducational. Excluded from the bargaining unit are: (a) seasonal or temporary employees working fewer than one hundred (100) working days a fiscal year (July through June) , (b) tutors who work less than an average of twenty (20) hours per week or less than sixty (60) days per year, (c) students, (d) part—time employees who work an average of less than twenty (20) hours per week per year, (e) probationary employees r (f) employees employed in the Central office.

1.7 Notwithstanding any provisions in this Agreement to the contrary, recognition is individual by each school district, and not joint. The provisions of this Agreement are binding upon a particular school district only insofar as such provisions pertain to employees employed by that school district.

1.8 Effective July 1, 2018, all local paraprofessional positions currently employed by the Bennington School District, Mount Anthony Union High School District #14, Shaftsbury School District, and Pownal School District, shall have their employment reassigned to that of the Southwest Vermont Supervisory Union School District. Employees reassigned to the Southwest Vermont Supervisory Union School District shall not suffer a loss of salary, benefits, or seniority due to the change of school districts.

All paraprofessionals hired subsequent to June 30, 2018 shall be employed by the Southwest Vermont Supervisory Union School District for placement in individual schools or programs.

ARTICLE 2 - BOARD PREROGATIVES

2.1 Except as specifically and directly modified by the express provisions of this Agreement, the Association agrees that each Board has complete authority over the policies and the administration of its particular school district, which it exercises under the provisions of law. The Association further agrees that each Board retains, whether exercised or not, the responsibility and prerogative to direct, in all aspects, the operation of its particular school district except as same shall be exercised in violation of any of the express terms and provisions of this Agreement. Such prerogatives include, but are not limited to: the right to (a) decide the method of performing its work; (b) formulate, modify and alter work rules for the conduct of its business; (c) maintain order and enhance efficiency; (d) hire, layoff, assign, transfer, promote, demote, and discipline employees ; (e) determine the starting time, quitting time, and the number of hours to be worked; (f) the number and length of shifts to be worked; (g) determine and schedule maintenance operations and (h) establish methods, procedures and requirements for the employment of employees and other personnel, (l) determine the hours of operation, (j) determine the proper use of buildings, land, apparatus

and other school property, (k) prepare and submit budgets; (1) determine the expenditure of money for the maintenance and operation of the school district; and (m) make transfers of funds within an appropriate budget. The action of each Board with respect to such retained rights, responsibilities and prerogatives shall not be subject to any grievance or arbitration provision hereinafter set forth.

2.2 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 violate a specific written provision of this Agreement. The Board's failure to exercise any retained right or function shall not constitute a waiver of such right or function at any future time.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.1 A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of one or more provisions of this Agreement.

3.2 An employee having a grievable matter is encouraged to seek an informal resolution prior to filing a grievance. Such efforts shall not extend the time limit for filing a grievance, but such time limit may be extended by mutual agreement, in writing.

3.3 In order for a grievance to be considered under the procedure provided in this Agreement, the grievance must be formally initiated within fifteen (15) days from the date when the grievant first knew or should have known of the occurrence of the acts or omissions upon which the grievance is based.

3.4 All the time limits stated herein shall consist of school days for the period commencing with first student attendance day at the beginning of a school year through June 1, and during the remainder of the year, the time limits shall consist of all week days (Monday—Friday excluding legal holidays). The parties shall in good faith attempt to proceed so that grievances may be resolved before the close of school in June or as soon as practicable thereafter. Failure of the administration or Board to render a decision within the timeline noted herein shall be construed as a denial of the grievance and the grievant or Association may proceed to the next step of the procedure. By mutual agreement in writing between the grievant or Association representative and the administrator, said administrator's step of the grievance procedure may be by—passed and the grievant or Association may move the grievance to the next step of the procedure by the deadline agreed upon by the grievant/ Association and the administrator.

3.5 Step One. An employee, group of employees, or the Association having a grievance which has not been informally resolved as provided above, shall formally submit the grievance, in writing, within the prescribed timer to the principal or immediate supervisor with a copy to the Vice President of the Association and the Superintendent. The written grievance shall contain the following:

- A) The name, assignment, address, and telephone number of the grievant (s).
- B) The specific provision or provisions of the Agreement claimed to be violated.
- C) The time (s) and place (s) the incident or action leading to the grievance occurred.
- D) The name and identity of the persons allegedly involved in the incident or the action leading to the grievance with a description of each person's involvement in the incident or action.
- E) A brief narrative description of the facts upon which the grievance is based.
- F) The remedy sought by the grievant.

Within seven (7) days after submission of the written grievance, the principal or the immediate supervisor shall give his/her written reply, with reasons, to the grievant with a copy to Association's Vice President.

Step Two. If the grievance is not settled at Step One, the grievant may, within ten (10) days of the Principal 's or immediate supervisor's written reply, or if there is no written reply, by the reply deadline, present the grievance, in writing, to the Superintendent of Schools with a copy of the grievance to the Vice-President of Association. A meeting between the grievant and the Superintendent, or his/her designee, shall be arranged at a mutually agreeable time for the purpose of resolving the grievance within ten (10) days of the receipt of the grievance by the Superintendent. Within seven (7) days after the meeting, the Superintendent shall give his/her written reply to the grievant with a copy to the Vice-President of the Association.

Step Three. If the grievance is not settled at Step Two, the grievant may, within ten (10) days of the Superintendent 's written reply, or if no written reply, by the reply deadline, present the grievance, in writing, to the Board. A meeting between the grievant and the Board, or its designee, shall be held within thirty (30) days following the Board' s receipt of the grievance, or at a mutually agreeable time, for the purpose of resolving the grievance as promptly as practicable. In the event the parties fail to meet within the said thirty (30) days, the grievant may proceed to Step Four. In the event of such a meeting, the Board, or its designee, shall give its written reply to the grievant, with a copy to the Vice-President of the Association, within ten (10) days after the meeting.

Step Four. No later than twenty-five (25) days after the Board's written reply, or if no written reply, by the reply deadline, the grievant may request that the Association submit the grievance to binding arbitration by filing a claim for arbitration with the Superintendent no later than thirty (30) days after the Superintendent 's written reply, or, if there is no written reply, the reply deadline. If the Superintendent and the Association cannot mutually agree on an arbitrator, either party may request the appointment of an arbitrator by the American Arbitration Association, which shall administer the proceedings.

3.6 Arbitration. The following general provisions shall pertain to arbitration:

- A) Arbitration shall be as permitted under the provisions of 21 VSA, Section 1734. A single arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association, and except to the extent otherwise agreed to in writing by the parties, the parties shall be bound by the Voluntary Labor Arbitration Rules and the provisions of the Vermont Arbitration, Act 12 VSA Section 5651, et seq.
- B) The costs of the services of the arbitrator, including per diem expenses, if any, shall be borne equally by the Board and the Association.
- C) The arbitrator will confer with representatives of the Board and the Association, hold hearings, and issue his/her decision as soon as practicable. The arbitrator's decision shall be in writing, and it shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator is empowered to include in any award such financial reimbursement or other remedies as is proper provided he/she shall make no decision which alters, amends, adds to, or detracts from this Agreement, or which modifies or abridges the rights of the Board or the Association as provided in the Agreement or which requires the commission of any act prohibited by law.

3.7 Rights of Participants. Neither the Board, the Association, the Administration, nor the grievant will make any reprisals of any kind against any member of the Board, employee, or administration because of his/her participation in the grievance procedure.

3.8 General.

- A) The Administration will notify the Association of all formal meetings held with the grievant pursuant to the grievance procedure. A representative of the Association shall have the right to be present at any such meeting.
- B) The Board and the Administration will cooperate with the Association and the grievant in the investigation of any grievance by making available to the Association all information in the possession of the Board to the extent that the same is not privileged and is relevant to the grievance. Such information shall be provided without undue delay.
- C) The Association and the grievant will cooperate with the Board and the administration in the investigation of any grievance by making available to the Board and the administration all information in the possession of the Association or grievant to the extent that the same is not privileged and is relevant to the grievance. Such information shall be provided without undue delay.
- D) The Association shall be the exclusive representative of bargaining unit members for purposes of this grievance procedure.

ARTICLE 4 - ALTERATION OR AMENDMENT OF AGREEMENT

4.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect

to any subject or matter not removed by law from the area of collective bargaining, and that the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, each Board and the Association, for the Life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not referred to specifically or not covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement.

4.2 No agreement, alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless agreement is made and executed, in writing, between the parties hereto.

4.3 If any of the parties hereto shall, during the life of this Agreement, desire to make any proposal with respect to the modification or alteration of this Agreement, or with respect to any matter not expressly covered by this Agreement, that party may submit such proposal, in writing, to the other parties and request a meeting. Within ten (10) days of the submission of such proposal, the recipient thereof shall acknowledge the receipt of the proposal and indicate whether or not it wishes to discuss it. The submission of such proposal and any subsequent discussion thereof shall not be construed by any of the parties hereto as an agreement by any party that said proposal comes within the purview of this Agreement.

ARTICLE 5 - EMPLOYEE ADMINISTRATION LIAISON

5.1 The Association may provide for a committee to meet with the building principal or his/her designee. Meetings may be scheduled at the request of the principal or the committee during the school year, at mutually convenient times, to review and discuss matters of mutual concern.

ARTICLE 6 - ASSOCIATION PRIVILEGES

6.1 Upon reasonable advance notice to a principal of a school, Association representatives shall be allowed to visit the school supervised by the notified principal if such visit is on the Association's own time and if such visit will not interfere with the duties of the person or persons to be visited.

6.2 The Association agrees that its activities will be conducted without interference with the day-to-day operation of any school.

6.3 The Association shall have the right to use school buildings in accordance with then current building use policy for the particular building for the purpose of Association meetings, without cost, at reasonable times, subject only to availability and reasonable notice to the principal of the building.

6.4 The Association shall have the right to use school equipment (excluding equipment in the Central office) such as typewriters, computers, calculators, and audiovisual equipment within the school building for Association business. Said use shall be subject only to availability and reasonable notice to the principal of the building involved. Expendable material will be at the Association's expense except for material used by the Association for presentations to the Board or the administration for the building involved.

6.5 There will be one (1) bulletin board of appropriate size for the Association in each school building for the purpose of displaying Association notices, circulars, and materials. Copies of the posted materials will be shown to the principal, in advance, but the principal's approval of the materials is not required.

6.6 The Association shall have the right to place notices, circulars, and other materials in all employees' mailboxes. Copies of all such material will be simultaneously delivered to the principal, but the principal's approval of the content of the same is not required. The Association shall also have the right to use the inter—school delivery system to distribute material of the type described above

6.7 In recognition of the Association's duty, under Title 21: Section 1726 (b) (3) , to represent employees in matters of collective bargaining and grievance processing without regard to organizational affiliation or membership, the Board and the Association agree that, as a condition of employment, all members of the bargaining unit who are not members of the Association shall pay a fee which is equivalent to the Association's costs for the representation of the employees in the bargaining unit . Such service fee, however, shall not exceed eighty—five percent (85%) of the Association duties and assessments for that year. The Association shall notify the Board by November 1, or after at least thirty days following the completion of a new employee's probationary period, of the bargaining unit members who are not members of the Association, and a service fee shall be deducted, in substantially equal installments, from each of the employee's remaining paychecks for that year; alternatively, an employee may voluntarily elect to pay this fee in one lump sum. The amount of the service fee shall be certified by the Association to the Board by October 1 of each school year. All members of the bargaining unit shall be eligible for membership in the Association. Current Association members and any future member who subsequently discontinues his/her membership shall, however, be subject to the fee. The employee's payroll check shall indicate that the deduction from salary is in payment of an agency fee or Association dues.

6.8 The Board and the administration shall recognize an Association Safety Committee. The Committee shall review employee complaints of unsafe working conditions, and the Committee will meet, as necessary, with the administration in an attempt to resolve issues of employee safety and unsafe working conditions.

6.9 With at least twenty-four (24) hours written notice from the President of the Association, the Superintendent shall grant up to a total of three (3) days of paid leave each year for

Association leaders to conduct Association business. The President may take the leave, or an Association leader designated by the President •may take the leave.

ARTICLE 7 - DUES DEDUCTION

7.1 An employee who elects to join the Association may sign and deliver to the Superintendent an assignment authorizing payroll deduction of Association dues in the form set forth in Appendix B. The authorization shall be continuous from year to year until the employee leaves the school district or withdraws the authorization for the following school year. A withdrawal of a dues deduction authorization for the next school year shall be made, in writing, to the Superintendent between June 1 and July 1 of any school year.

7.2 Any change in the rate of membership dues will be given to each Board, in writing, at least thirty (30) days prior to the effective date of such change. Each Board shall promptly notify the Treasurer of the Association of the name of each employee who terminates dues deduction authorization.

ARTICLE 8 - EMPLOYEES RIGHTS AND PRIVILEGES

8.1 The Superintendent or her/his designee shall promptly investigate any complaint made to any member of the administration by any person regarding an employee that could be used or included in the employee's evaluation or could result in the Superintendent taking adverse action against the employee. Adverse action by the Superintendent against an employee may include, but is not limited to, adverse reports kept in the employee 's personnel file, oral or written reprimands, suspension, and termination of employment. (See Article 9 regarding materials placed in the personnel files).

A) The Superintendent will not take any adverse action against an employee without first providing the employee with a written statement describing the substance of the complaint and providing the employee a reasonable opportunity to respond to the complaint and provide the Board with relevant information.

B) The Superintendent may relieve an employee of his or her duties, with pay, at the inception of, or during the course of an investigation to protect the rights and interests of the Board, employee, child, or parent. Relieving an employee from duty with pay does not constitute an adverse action against the employee, and the fact that an employee was relieved from duty shall not be considered when such support personnel is evaluated.

C) If the Superintendent, or her/his designee, determines that the complaint has been substantiated following completion of the investigation, and after the employee has had a reasonable opportunity to respond to the complaint, the Superintendent may take such action as she/he deems appropriate pursuant to the terms of this Agreement and applicable law, including, but not limited to, counseling, reprimand, suspension with pay, suspension without pay, or termination.

8.2 If an employee is asked to meet with the principal or any other member (s) of the administration, he/she shall honor such request. If during the meeting the employee believes he/she is in a situation that may adversely affect his/her employment or salary, he/she may request, and will be given, an opportunity to secure Association representation. If the services of an Association representative cannot be secured within one (1) hour of the employee's request, the administration will schedule a second meeting to discuss the matter further. At the second meeting he/she shall be entitled to have a representative of the Association with him/her to represent him/her if he/she so desires.

8.3 In the event an employee is required to attend any meeting with any member (s) of the administration or the employing Board for the purpose of formal discipline including discharge the employee shall be given advance notice in writing and shall be entitled to Association representation.

8.4 Employees will not be required to drive students to school- sponsored activities in privately owned vehicles. Employees who agree to transport students in their privately-owned vehicles shall not do so without specific written authorization from the office of the Superintendent of Schools. Employees who transport students in their privately-owned vehicles will be reimbursed mileage at the then current IRS mileage rate pursuant to Article 14 below.

8.5 The Board shall reimburse employees for the replacement or repair of wearing apparel or property damaged or destroyed as a result of student misconduct while the employee was performing his/her official duties provided such student 's misconduct is not caused or significantly contributed to by the negligence of the employee. Reimbursement is contingent on a full report of the incident that shall include an identification of all persons involved. Replacement or repair shall be at the discretion of the Board. Reimbursement shall not exceed the actual fair market value of the damaged or destroyed apparel or property as established by the Board after consultation with the employees.

8.6 Representative school administrators, in collaboration with faculty and support staff representatives selected by the SWVEA from each building in the collective bargaining unit, and SVSU District staff selected by the Superintendent, shall develop a collaborative committee to discuss issues of staff safety. The committee will meet no later than October 1st of each school year and will present its initial findings no later than May 1st of each school year.

- A) In the event of severe or persistent behavioral issues, whether in person or through electronic means, the Employee will notify their Principal or immediate supervisor. The Administration will take appropriate, timely, and consistent action, in compliance with Board policy and administrative procedures, to address any instances of violence, threats, or other serious safety concerns involving students or other members of the school community. Employees shall be informed of the outcome of any investigation or disciplinary actions related to such incidents to the extent allowed by law. In the event this disciplinary

action resulted in the removal of a person for a period of time more than one day from the Employee's work environment to the extent possible, the Employee will be notified at least twenty-four (24) hours prior to their return and provided reasonable assurance that structures are in place to protect the safety of the Employee moving forward. This provision is not subject to the grievance and arbitration procedure.

- B) When information is available and not legally prohibited, affected educator(s) will be advised of any student(s) in their class who is returning or entering from a correctional facility, mental health facility, an alternative school program, or therapeutic foster care.
- C) To the extent that prior notice can be provided, Employees will be informed prior to being assigned to work with or supervise student(s) whose behaviors could present a behavioral challenge. Employees shall be provided with specific information about the known behavior pattern(s) of the student(s). Employees may request a consultation with the district's behavioral staff in order to receive strategies for managing those behaviors.
- D) Teachers, non-custodial and/or maintenance staff will not be required to perform custodial or maintenance duties.
- E) There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee filing a report of an alleged unsafe or unhealthy working condition.

8.7 Newly employed paraprofessionals shall be provided with documentation regarding de-escalation tips, strategies, and other information at the time of hire. Crisis Prevention Interaction Training (CPI) will be provided as soon after their hiring as such training is available in the District.

ARTICLE 9 - EMPLOYEE PERSONNEL FILE

9.1 An employee will have the right, periodically and by appointment, to review the contents of his/her personnel file, excluding confidential recommendations. An employee will be entitled to have a representative of the Association accompany him/her during such review.

9.2 An employee's personnel file in the SVSU Central Office shall be the official personnel file of record. No materials, other than confidential recommendations and materials of a routine financial nature, shall be placed in an employee's personnel file until a copy has been delivered to the employee. If requested, an employee must affix his/her signature to the copy of the material to be filed. The employee's signature only signifies that the employee has reviewed the material and has been given a copy. Failure of the employee to do so when requested may be noted on the material by a statement signed by the administrator making such request.

9.3 An employee shall have the right to submit a written response to any material of a non-routine nature that is placed in his/her personnel file. The response shall be reviewed by the

Superintendent, affixed to the pertinent material and placed in the employee's personnel file.

9.4 An employee may, upon request, obtain a copy of the material in his/her personnel file except for confidential recommendations. Employees must schedule, in advance, a date/time to review his/her file.

9.5 An employee may from time to time indicate, in writing, (a) the material in his/her personnel file, which such employee believes to be obsolete or otherwise inappropriate to retain, and (b) his/her reasons for such belief. The Superintendent may destroy such materials but only if the Superintendent, in his sole discretion, deems it appropriate.

9.6 Only those persons who have an official right or reason may inspect an employee's personnel file. No personnel file will be open to public inspection except with the written consent of the employee.

ARTICLE 10 - EMPLOYMENT SECURITY

10.1 The Superintendent or his \ her designee may discipline non- probationary employees for good and sufficient cause. Only the Superintendent may suspend or discharge non—probationary employees for good and sufficient cause. In the event of suspension or discharge, if the employee and the Association believe that such suspension or discharge was not for good and sufficient cause, the employee may, within ten (10) days of such suspension or discharge, file a claim for binding arbitration and proceed at Step Four of Article 3 (Grievance Procedure). In the event of discipline that is neither suspension nor discharge if the employee and the Association believe that such discipline was not for good and sufficient cause, the employee may grieve as provided under Article 3.

10.2 All newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the first day of work and may be dismissed at any time during this probationary period at the discretion of the Superintendent or her/his designee and such action shall not be subject to the grievance/ arbitration provision of this Agreement. During the probationary period, the employee is not a member of the bargaining unit, but he/she shall receive the wage rate specified in this Agreement. Upon successful completion of the probationary period, the employee shall be appointed to a position covered by this Agreement and benefits and leaves, pursuant to the Agreement, will be provided. Leaves shall be credited retroactively from the employee's first day of employment.

10.3 In the event that the Superintendent or his designee finds a non—probationary employee's conduct or performance deficient, and if in the opinion of the Superintendent or her/his designee the employee is to be given an opportunity to correct his/her deficiencies, the Superintendent or the designee shall notify the employee of his/her deficiencies, in writing, indicating therein a specified time for correction and the consequences should he/she fail to correct the deficiencies. However, notwithstanding the foregoing, at any time during or after the period for correction:

The Superintendent or her/his designee may, in the exercise of his/her discretion, discipline an employee if in his/her opinion the circumstances as then known constitute good and sufficient cause. Only the Superintendent may suspend or discharge an employee if in his/her opinion the circumstances as then known constitute good and sufficient cause.

10.4 Discipliner suspension and discharge provided for under paragraph 10.3 are subject to arbitration in accordance with the provisions of paragraph 10.1.

10.5 The filing of a claim for arbitration or institution of other legal proceedings shall constitute an irrevocable election to pursue the first initiated and shall be a bar to the pursuit of any and all other remedies.

10.6 A Board may implement a layoff after twenty-one (21) calendar days written notice to the employee (s) being laid off.

10.7 In the event of a layoff of a member of the bargaining unit, if more than one employee is then employed with the same job description, employees with the same classification and group shall be laid off in the reverse order of seniority. An employee who has greater seniority than the least senior employee in a lower paid group within the same classification may displace the least senior employee in the lower paid group provided the employee then has the qualifications and skills for the position as exhibited by education, training or experience doing the same or similar duties.

10.8 Seniority will be computed from the employee's first day of work with the employing Board, and it will begin to accrue as of that date except that paraprofessionals who work in special education programs will have their seniority computed from the first day of work with the Southwest Vermont Supervisory Union or any of its member districts, or the Southwest Vermont Regional Technical School District, whichever is the first employer. In the event more than one employee's first day of work is the same, the employees shall be ranked by lottery as established and drawn by the Superintendent in the presence of an Association representative. Employees employed on other than a full-time basis (not less than 30 hours per week) will accrue seniority proportionally.

10.9 Seniority will not be broken by authorized unpaid leaves of absence. In the event of a re-employment within two years after layoff, seniority shall be defined to mean length of service computed from the most recent date of hire prior to such layoff.

10.10 The Superintendent shall publish a seniority list annually on or before November 15. The parties agree to each check for errors and initial corrections to the list within thirty (30) calendar days of the list being published; after this thirty (30) day period, the seniority of employees noted in the list cannot be challenged or subject to the grievance/ arbitration procedure of this Agreement.

10.11 Any employee who is laid off from a school district covered by this Agreement shall have the right to be recalled to the same position for a period of two (2) years after the effective date of layoff pursuant to Sections 11.1 & 11.2 below.

ARTICLE 11 - FAIR HIRING AND PROMOTIONAL PROCEDURES

11.1 Each vacant position within the bargaining unit that is to be filled shall be publicized by the Board having the position to be filled in the following manner:

- A) posted on the designated Association bulletin board in each of the Board's schools for a minimum of five (5) days; and
- B) during the summer recess mailed to the President of the Association ten (10) days prior to the last date for submitting applications, and
- C) mailed to the last address provided by any former employee eligible for recall at least ten (10) days prior to the last date for submitting applications; and
- D) advertised in a local newspaper and on—line as deemed appropriate by the administration.

The notice shall specify the last day on which applications can be submitted, include the job specifications, desirable qualifications, and salary range.

11.2 The Administration may select the applicant it determines is best qualified to fill a vacancy, subject to the following:

- (A) Applicants eligible for recall who possess the training and skills required for the position will be offered the position in order of seniority, ahead of other applicants. If an applicant declines an offered position twice, the applicant will be removed from the recall list.
- (B) Applicants currently employed by the Board who possess the training and skills required for the position will next be offered the position. In the event more than one employee applies for such a position, the employee who in the opinion of the administration is most qualified will be appointed. If two or more of the most qualified are in the opinion of the administration equally qualified, the more senior employee will be appointed.
- (C) If, in the opinion of the administration, no bargaining unit member of the said Board is qualified among those applying for the vacant position, the Board may fill the position from outside the bargaining unit.
- (D) An offer of employment must be accepted within five (5) business days or the administration may offer the position to the next eligible applicant.

11.3 The Superintendent may from time to time change the assignment of an employee but may not assign the employee to a different employer. The Superintendent shall first use reasonable efforts to find a qualified employee who volunteers for the assignment. In the absence of a qualified volunteer, the Superintendent shall reassign the least senior employee qualified for the assignment. The Superintendent shall have sole discretion to determine whether an employee is qualified for the assignment. An employee who resigns a position in the Southwest Vermont Supervisory Union or one of its member districts, or the Southwest Vermont Regional Technical School District and is hired to fill a position in another district of either Supervisory Union shall not suffer a loss of salary, benefits, or seniority due to the change of school districts.

11.4 An employee who is appointed, bumped, or recalled to another position shall be placed at the same step as the employee held in his previous position.

11.5 A "vacant position" is a position within the bargaining unit that is a newly created position or a position available to be filled because of the resignation, appointment to another position, termination of employment, or death of an employee. A temporary absence of an employee, including but not limited to a temporary transfer, sick leave, and other permitted leaves or absence from a position, shall not make a position a "vacant " position.

11.6 Each Board shall prepare a job description for the positions covered by this Agreement, and a copy of the job description shall be given to each employee at the time of hire, and at the time of adoption of, or revision of, a job description the employees will receive notification through their supervisory union email system of the new job description. The job description will also be posted on the Supervisory Union's official website at the time of adoption of, or revision of, the job description.

The administration shall notify the Association prior to any substantive revision of a Job Description, and I will allow at least ten (10) workdays for the Association to comment on the changes. Each employee will be hired and assigned to a Classification and Group that is specified in Appendix A.

11.7 The Administration will notify the Association of the creation of proposed new educational support positions within the School District, and it will provide relevant information about the proposed wage rates and job responsibilities. The Association may, within seven (7) workdays of the receipt of the Administration 's notice, request negotiations to discuss the new positions ' inclusion in this bargaining unit, proposed wage rates, and other relevant factors. If no agreement is reached between the Board and the Association in regard to the new positions, the Board may fill the position and set the initial wages, hours, benefits, and working conditions.

11.8 A paraprofessional who substitutes in the classroom for a teacher or teachers who are absent from work shall be paid for each hour/ day so worked at the per diem rate for a

substitute teacher" in that District at that time, or such paraprofessional's regular rate of pay plus premium pay of Three Dollars (\$3.00) per hour, whichever is the higher; each substituting assignment shall provide a minimum of one (1) hour of such payment.

11.9 Members of the bargaining units who indicate a willingness to tutor students shall be given preferential consideration for such positions when they are deemed qualified. Each employee who wants to be considered for a tutoring assignment shall notify the school's principal or the Director of Special Education, in writing.

11.10 A paraprofessional who substitutes for an intensive special needs specialist who is absent from work shall be paid for each hour/day so worked at the group 2 rate associated with their current step in Group 1 of Appendix A.

ARTICLE 12 - UTILIZATION OF SANCTIONS

12.1 During the term of this Agreement, neither the Association nor the employees shall directly or indirectly engage in a strike, and the Board shall not directly or indirectly engage in lockout of employees.

ARTICLE 13 - JURY DUTY

13.1 An employee who serves as a juror in a federal court or state court and who is thereby caused to be absent from work shall be paid his/her regular compensation provided such employee pays to the employing Board, as received, the compensation.

- received for jury duty (excluding reimbursement for expenses) for employee work days.

An employee shall, if time reasonably permits, promptly report for work on those days that such employee is excused from jury duty prior to the close of the employee's workday.

13.2 An employee who works with students, if called to serve as a juror at any time when school is in session, shall in good faith ask the court to postpone such service to such time as school is not in session.

ARTICLE 14 - REIMBURSEMENT OF EXPENSE

14.1 A Board shall reimburse motor vehicle expenses incurred by an employee in its employ who is required to, or who is granted written approval to, use his/her motor vehicle to perform the duties required by the Board. Reimbursement shall be at the standard mileage rate provided for in Section 3 of IRS Rev.

Proc. 80—7 for the first 15,000 miles. Reimbursement shall be paid per the warrant following the employee's submission of a claim for reimbursement on such form containing such information within such time as Superintendent shall request.

ARTICLE 15 - SICK LEAVE

15.1 All employees who work at least twenty (20) hours per week and at least one hundred (100) work days per fiscal year shall be entitled to sick leave as follows:

Regularly Scheduled Workdays / Year	Annual Sick Leave Days / Year	Maximum Accumulation of Unused Days
100 – 190	10	120
191 – 215	12	120
216 or more	15	120

15.2 On the first workday worked after completion of the probationary period, an employee shall be credited with a number of sick days determined by prorating the applicable annual sick leave days for the remainder of this work year. Thereafter, on the first scheduled work day of each fiscal year, the employee will be credited with the number of sick leave days as provided in subparagraph 15.1 so long as the employee reasonably begins performance of his/her duties for the work year involved. Sick leave may be used for the personal illness or disability of the employee or to attend to an illness or disability involving the employee's spouse, child, or a member of the immediate family.

15.3 Employees will not accrue sick leave days for any period of an unpaid leave of absence which does not qualify as FMLA leave.

15.4 Unused sick leave days shall be accumulated yearly on the employee's first scheduled day of employment during the school year.

15.5 Each employee shall contribute one (1) sick leave day each year to a Sick Leave Bank. By default, employees are automatically enrolled in the Sick Leave Bank. Employees can opt out of contributing and receiving the benefits of the Sick Leave Bank at the beginning of any school year, within the first 30 days of school, or within 30 days of hire if they are hired during the school year. The Bank shall be used to protect employees who have exhausted their annual and accumulated sick leave and cannot return to work due to a continuing illness, injury, or disability. An employee who has contributed to the Sick Leave Bank for that year and who is eligible for Sick Leave Bank coverage shall make a request for additional sick leave days, and a committee composed of representatives of the Association shall review the request and may award additional days. No employee shall receive more than fifty (50) additional days over five (5) consecutive years, during a period of illness, injury, or disability. The Committee shall establish forms for the Sick Leave Bank. (Sick Leave Bank procedures

and forms will be made available from the administration). The Sick Leave Bank committee does not have the discretion to approve requests that do not meet the criteria outlined above (i.e. illness, injury, or disability). The procedures are subject to collective bargaining.

The board will grant 10 days (two weeks) of paid maternity/paternity leave to all employees who qualify for leave under 16.4.

15.6 Each employee will be provided, annually, a written statement on or before November 1 indicating the total sick leave credit accumulated.

15.7 The Superintendent may request substantiation of illness by medical certificate or other documentation acceptable to the Superintendent where the Superintendent in her/his sole discretion deems it appropriate.

15.8 Sick leave will be granted for physical disabilities arising out of pregnancy on receipt of medical documentation from the attending physician.

15.9 An employee absence caused by an injury which occurs during the performance of the employee's duties which is covered by Worker's Compensation Benefits does not automatically excuse the employee from reporting to work. The employee must be granted a paid or unpaid leave of absence in accordance with this Agreement.

ARTICLE 16 - LEAVES

16.1 Fiscal year- the fiscal year runs from July 1st through June 30th. Leaves shall be credited on the 1st day after June 30th that the employee commences his/her duties. Leave days will be apportioned on a pro rata basis for 52-week employees starting after July 1 and for all other employees starting after the normal starting date for the applicable classification / group.

16.2 The Superintendent or his/her designee shall grant three (3) personal leave days per fiscal year to each employee, and personal leave days shall be prorated for each employee who works less than the regularly scheduled work year for the position held. Personal days are to be used only for important affairs which can only be conducted during the regular work day, including, but not limited to: weddings, funerals where no bereavement leave is available, impassable traveling conditions, and religious holidays which by custom prohibit regular employment. Among those activities for which personal leave may not be used are social affairs, pleasure trips, and employment. Personal leave days shall be granted as follows:

A) Employees using personal leave shall submit a signed leave notification form at least three (3) days in advance of the use of the leave (except in cases of emergency). Neither reasons nor approval need be given at the time the leave is requested except for leave requested at those times specified in Section B. below.

B) Personal leave may not be used for workdays immediately preceding or following a school holiday or vacation except when specifically granted by the Superintendent. The reason for this leave shall be given in each instance at the time of request.

C) An employee who does not use the three (3) personal leave days granted for a fiscal year shall be granted one (1) vacation day for use only during the following school year and not thereafter. Use of the vacation day must be approved by the employee's building administrator. Use of this day shall not be restricted to any specific purpose.

16.3 An employee shall be granted temporary leaves of absence without loss of compensation for the following reasons and upon the following terms and conditions:

A) In the event of the death of an employee, or employee's spouse or civil union partner, or an employee or spouse or civil union partner's child, sibling, parent, or dependent member of the employee's household for a period not in excess of five (5) work days, one of which is the day of the funeral (if one is held).

B) In the event of the death of an employee, employee's spouse, or civil unions partner's aunt, uncle or grandparent, for a period not in excess of three (3) work days, one of which is the day of the funeral (if one is held).

C) In addition, leave time may be granted at the discretion of the Superintendent for persons not listed above, (e.g., cousins, significant others, close personal friends, etc.).

16.4 An employee shall be eligible for an unpaid parental leave of absence for post-natal care of the employee's infant and to care for a child received for adoption. At the option of the employee, such leave may extend for the remainder of the employee's work year. An employee may continue in active service until such time as the employee requests to commence the leave. Except in cases of emergency, an employee must give thirty (30) days' notice prior to the commencement of the leave. During parental leave, the employee may continue, at his/her own expense, to be a member of any group insurance plan of which he/she was a member pursuant to this Agreement if membership is allowed by the insurance carrier's rules and regulations.

16.5 An employee may apply for a general, unpaid leave of absence, and such unpaid leave may be granted at the discretion of the Board, the Superintendent, or the Assistant Superintendent/Assistant Director of Southwest Tech. Any employee returning from such a leave shall have all previously credited rights and benefits restored but shall not accrue benefits

during such leave unless the leave qualifies as FMLA leave. During the term of such leaves, the employee may remain a member in the group insurance plans within this Agreement, at his/her own expense, if membership is allowed by the insurance carrier's rules and regulations. The employee returning from leave shall receive his/her former position, or a substantially equivalent position.

16.6 Members who are designated by the Association to attend meetings or conferences of Vermont-NEA or NEA may be granted, subject to the approval of the principal and the Superintendent, such leave, without pay, as is necessary in order to discharge their obligations as delegates and officers to such conferences.

16.7 Short—term leave, without pay, may, but need not, be granted by the Superintendent, or his designee. The granting or denial of such leave shall not be grievable.

16.8 The Superintendent may, but need not, grant up to two (2) professional days per fiscal year to each employee without loss of compensation for the purpose (s) of visiting other schools or attending meetings or conferences of an educational nature. An employee shall make requests for such leave, in writing, to the Superintendent or his/her designee. Such requests shall state the educational value of the activity, the anticipated costs and the relevancy to the employee's current duties and assignment. The Board will reimburse an employee for those reasonable expenses incurred for fees, materials, and travel for the foregoing Superintendent—approved activity, subject to budget limitations. The employee will give a report on the activity to the administration and others if so requested.

16.9 Statutory Leave: The Board shall comply with the requirements of the Federal Family Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (PFMLA) for eligible employees. For purposes of this Section, the eligibility requirement that an employing district employ at least fifty (50) employees will be waived and deemed met. Whenever an employee is granted paid or unpaid leave pursuant to the terms of this Agreement, and the employee is also entitled to leave pursuant to the FMLA and/or PFMLA for the same occurrence, both the leave provided pursuant to the Agreement and that which is provided pursuant to the FMLA / PFMLA will be provided concurrently; however, the concurrent use of FMLA / PFMLA shall not apply when an employee is receiving Workers Compensation Benefits. An employee may elect to use up to thirty (30) days of any paid leaves to which he/she is entitled under the terms of this Agreement, during any period of leave provided pursuant to the PFMLA for parental, or family leave. Leave for an employee's personal illness or disability shall be provided in accordance with Article 15 of the Agreement, and neither the FMLA nor PFMLA referred to in this Section shall be construed to limit, in any way, the leaves provided in Article 15 of the Agreement. All other matters regarding the administration of leave provided pursuant to the FMLA and the PFMLA shall be provided by the Districts' policies and practices including the contemporaneous use of accrued leave during approved FMLA leaves.

ARTICLE 17 - LIFE INSURANCE

17.1 Each Board shall provide employees within its employ one hundred percent (100%) of the cost of ten thousand dollars (\$10, 000) of group term life insurance with accidental death and dismemberment coverage provided:

A) The employee takes such life insurance through the group term life insurance program offered by the employing Board.

B) The employee works at least an average of 30 hours per week and at least 100 days per fiscal year.

17.2 Each Board may from time to time change insurance carriers to provide such coverage.

ARTICLE 18 - HOSPITAL AND SURGICAL INSURANCE

18.1 Each Board will make available for its own employees who work at least an average of 30 hours per week and at least 100 days per fiscal year the following types of insurance benefits:

18.2 The Boards shall make available to employees enrollment in health insurance plans and payment structures as provided for under the Statewide Health Insurance provisions.

18.3 Group Delta Dental Insurance single coverage shall be provided for a staff member. The Board shall pay ninety percent (90%) of the coverage. Staff members who elect two-person or family coverage shall do so at their own additional expense.

18.4 Any employee who has been continuously employed by any member district for a period of five years or more and is unable to work because of illness or disability and who has exhausted all sick leave shall be granted a leave of absence, without compensation, for up to one (1) year. Employees who have less than five years of continuous employment and who can substantiate through appropriate medical documentation that they have a life-threatening condition (Example: breast cancer but not diabetes) shall be entitled to a leave of absence pursuant to this section upon petition of the employing board. Medical documentation must be provided for all leave requests under this section. Continued payment by a Board of group insurance premiums during such unpaid leave will be at the Board 's sole discretion.

18.5 Health insurance premiums are paid over the summer months for all school year employees that are under contract with the District for the following school year. If a school year employee receives such benefits and fails without cause to honor his/her employment contract with the District, such employee shall reimburse the District for any premiums paid for health insurance during summer vacation in anticipation of the

employee's continued employment with the District within fifteen days of the first scheduled workday for the employee. Employees who resign their position prior to December 1 of the following school year shall reimburse the District on a pro-rated basis within fifteen days of their date of resignation.

If this occurs prior to September 1, the full amount of the contribution will be reimbursed.

If this occurs after September 1, the employee will reimburse a pro-rata amount based on one minus the number of weeks the staff member worked for the District after September 1 divided by seventeen [i.e., 1 minus 8/17]

The Superintendent shall have the discretion to waive the above noted re-payment in the event they determine the staff member left the District due to unforeseen circumstances beyond their control.

18.6 The Boards shall provide an IRS 125 Plan for employees who elect to shelter, to the extent allowed by law, some, or all, of their eligible expenses. Any funds which are designated by employees for the IRS 125 plan which are not spent, shall not be returned to the individual or participating employees. Employees who are hired after July 1 shall be eligible for the plan on the following July 1.

ARTICLE 19 - WAGES AND OTHER COMPENSATION

19.1 The wage for each employee covered by this Agreement shall be determined from the Wage Schedule set forth in Appendix A. An employee not previously employed by a Board that is a party to this contract or an employee who voluntarily terminates his/her employment and then returns after a break in service shall be placed on the Wage Schedule at Step 0, except as provided below. A Board may grant one year of experience for the initial placement of an employee on the Wage Schedule for each three (3) years of prior, relevant work experience, if at least five (5) years of any relevant work experience is based on work performed within twelve (12) years of the employee's hiring. For the purpose of this section, relevant work experience" shall mean work in a job substantially similar to the position for which the employee is being hired. An employee who leaves the employ of a Board which is a party to this Agreement and is employed by another Board covered by this Agreement without a break in service shall continue to advance on the Salary Schedule in accordance with the terms of this Agreement.

19.2 Calendar-year employees shall be paid in twenty-six (26) biweekly payments directly deposited in a financial institution designated by each employee adjusted as advisable for calendar reasons. Each payment shall be increased for overtime as earned and reduced for time not worked and not otherwise payable. School year employees shall be paid in biweekly payments during their work year with payments being directly deposited in a financial institution designated by each employee. (School year employees may elect to receive their pay over twenty-six (26) biweekly paychecks.) The first pay day of the year for a school year employee shall be within fourteen (14) workdays of that employees first day

of work, and it will coincide with the employing Board's pay day for calendar year employees. Each payment shall be increased for overtime as earned and reduced for time not worked and not otherwise payable.

19.3 When a payday falls on a holiday, an employee shall receive his/her payment on the last business day prior to such holiday.

19.4 As a condition of employment, a Board may require a physical exam of any bargaining unit employee new to a Board. Any physical exam will be at the expense of the Board, and it shall be the prerogative of the Board to choose the physician.

19.5 A Board will reimburse an employee for educational programs and college courses applicable to said employee's current duties and assignments that are approved in advance by the Superintendent. Reimbursement for each fiscal year is limited to an amount equal to University of Vermont rates for up to a maximum of three (3) semester hours. Reimbursement will be made within thirty (30) days after successful completion of the educational program or college course and receipt of the bill and, an official transcript or grade report. At an employee's request, the district will prepay ninety percent (90%) of the cost of an approved course or program, and it will reimburse the employee the remaining amount within thirty (30) days of the employee's successful completion of the course or program. Should a prepaid course or program not be successfully completed with a Grade of B, or better, or satisfactory completion if the course is un-graded, the Board shall be entitled to recover its prepayment prior to the end of the employee's work year.

19.6 An employee shall advance on the Salary Schedule on July 1st unless otherwise negotiated. An employee on Step Zero shall advance to the next higher step on July 1st only if such employee has worked at least fifty percent (50%) of the regularly scheduled "work days" for his/her particular position during work year ending on the immediately preceding June 30th.

19.7 An employee who has fifteen (15) or more years of service in a school district covered by this Agreement shall be paid thirty (\$30) dollars for each day of annual or accumulated sick leave not used when he/she retires or resigns his/her position in the school district:

19.8 The work year for each employee covered by this Agreement shall include four (4) paid days of training. The training days shall be scheduled by the Administration and included in the School District's calendar. The Association shall be invited to participate in the planning of the four (4) training days, and the Association will be given up to one—half (1/2) of one (1) of the training days prior to the opening of school for its own professional development program for employees.

ARTICLE 20 - HOURS, CONDITIONS, DUTIES AND RESPONSIBILITIES

20.1 An employee's regular daily scheduled hours, number of regular scheduled work days, classification, group, and other information shall be provided each school year to employee prior to his/her first day of employment. New hires shall be advised of the same at the time of hire. An employee's regular daily scheduled hours may, from time to time, be revised by the Board. The lunch break can be either one—half (1/2) or one (1) hour in duration, and it will be worked out between the supervisor and the employee.

20.2 All bargaining unit employees will be entitled to a fifteen (15) minute break in the morning and in the afternoon at reasonable times established by the principal or by their job supervisor. Fifteen (15) minute breaks for the night Building and Grounds employees will be worked out with the job supervisor.

20.3 Any reasonable overtime requested by the Administration shall not be refused. For employees who are regularly scheduled to work thirty (30) hours per week or more, overtime shall be calculated by determining the amount of time an employee works in excess of his/her total scheduled hours for the given work week. The work week for all employees will begin at 00:01 hours on Friday and end one calendar week later at 24:00 hours on Thursday of such week. If an employee works any overtime, the additional pay will be calculated at the employee's regular hourly rate times .15 and paid with his regular payment. Opportunities for overtime for Building and Grounds employees will be equally divided among the employing Boards' qualified Building and Grounds employees assigned to the Building at which the overtime work is to be performed. The determination of qualifications and the assignment of responsibilities will be made by the Superintendent or his designee.

20.4 Any reasonable request by the Administration to a non-calendar year employee to work more than his/her regularly scheduled days shall not be refused. A 100 to 215 work day employee whose regular work day schedule in a given work year is extended to more than 215 work days shall be deemed, for such work year, to be an employee whose regular work day schedule is for more than 215 days. Such employee shall be entitled, retroactively for such work year, to all the fringe benefits available to employees whose regular work schedule is for more than 215 days provided.

20.5 Employees of a Board may be required to fill in at other positions for a period of time not to exceed ten (10) workdays unless a longer period of time is agreeable to the employee involved and the Superintendent or her/his designee. After such period of time, the responsibilities of such unfilled position may be similarly shifted to another bargaining unit member. Under these circumstances, the usual and customary expectations for job performance in the unfilled position will not be applied to the employee filling in, and the employee filling in on such temporary assignment shall be paid at the greater of his/her rate before such temporary assignment, or the rate for the position filled.

20.6 All positions of fewer than one hundred (100) workdays in any calendar year shall be publicized by the Superintendent, or his/her designee, so that regularly employed employees of the Board seeking such positions may apply. Except as provided in Section 20.7, the Board having such positions is under no obligation to give employment preference for such positions to its regularly employed employees, and it expressly reserves the right to establish the wages, hours, and working conditions for such positions and to fill such positions with persons of the Board's choice.

20.7 If a position described in Section 20.6 is to be filled for a summer and is the same position the employee holds during the remainder of the year, such employee shall be offered that position unless the position is being funded in whole or in part under a program which requires a student or person in need of training or special assistance to be hired. The employee offered a position must accept within five (5) days, and he/she shall be paid at the employee's regular hourly rate of compensation, or the rate of compensation specified in a grant received to fund such position.

20.8 Persons employed to fill positions of fewer than one hundred (100) work days in any calendar year shall not cause regularly employed employees to be laid off or their regular scheduled hours to be reduced.

20.9 All part-time positions which are for a school year and which are funded in whole or in part under a program which requires the employment of a student or persons in need of training or special assistance shall be filled with persons of the Boards' choice. The Board having such positions reserves the right to establish the wages, hours and working conditions for such positions.

20.10 The Association agrees to execute such documents as may be necessary to assist a Board in securing and utilizing grants and other funds intended to employ students or persons in need of education or training when the Board certifies to the Association, in writing, that the assignment of work to such students or persons will not result in the layoff or reduction of hours for any employee in the bargaining unit or the loss of existing or new positions in that category.

20.11 Notwithstanding any other provision of this Agreement, a Board may have work which is done by employees in the bargaining unit of the employing Board done in whole or in part:

(A) by persons who are not employees of such Board provided the same does not result in regularly employed employees within the unit being laid off or their scheduled regular hours being reduced or a reduction in the number of positions or;

(B) by employees of such Board who are not members of the unit.

20.12 In the event of early school closing, the building principal, at his/her discretion may dismiss such employee (s) as the said principal deems appropriate, and such employee (s) shall receive a full day's pay.

20.13 In the event school is cancelled for the day, all calendar year employees shall report to work. All other employees shall not report to work and such day shall constitute a day of leave without pay.

ARTICLE 21 - EMPLOYEE VACATIONS

21.1 Employees whose number of regularly scheduled workdays exceed 215 work days shall be credited with the following paid vacation time as of July 1st, each year.

LENGTH OF SERVICE	LENGTH OF VACATION TIME
BEGINNING OF EMPLOYMENT TO JULY 1	ONE (1) DAY FOR EACH FULL CALENDAR MONTH TO A MAXIMUM OF TEN (10) DAYS IF CONTINUOUSLY EMPLOYED ON THE JULY 1 st CREDITING DATE
ONE (1) THROUGH AND INCLUDING FOUR (4) YEARS OF CONTINUOUS SERVICE AS OF JULY 1 st .	TWO (2) WEEKS PER YEAR
FIVE (5) THROUGH AND INCLUDING TEN (10) YEARS OF CONTINUOUS SERVICE AS OF JULY 1 st .	THREE (3) WEEKS PER YEAR
MORE THAN TEN (10) YEARS OF CONTINUOUS SERVICE AS OF JULY, 1 st	FOUR (4) WEEKS PER YEAR

21.2 Authorized leaves of any sort shall not interrupt continuous service.

21.3 Vacation time does not accrue from year to year. It must be used in the year (July 1 June 30) when it becomes available to an employee. Employee requests for vacation days may require the following notice to the employee's supervisor:

VACATION DAYS REQUESTED	REQUIRED NOTICE
Vacations during July and August	One (1) Months' Notice
Five (5) days or more vacations days except during July and August	Two (2) Weeks' Notice
One (1) to four (4) vacation days	Three (3) days' notice

Vacation requests must be approved by the employee's supervisor. Vacation requests that are made without the appropriate notice may be approved at the discretion of the supervisor. Insofar as feasible, vacation requests will be honored based on seniority, but the administration shall have the final authority to determine when vacations may be taken

21.4 Any employee who has been employed for more than twelve (12) months and who is leaving employment will receive that percentage of vacation pay equivalent to the percentage of the year (July 1 - June 30) worked minus any time already taken.

21.5 Vacation may be taken only after it is credited. Establishing July 1st as the date vacation time is credited and establishing July 1 - June 30 as the period in which the vacation credited on July 1st is to be used shall not result in an employee either losing or gaining vacation leave.

ARTICLE 22 - EMPLOYEE HOLIDAYS

22.1 Employees whose number of regularly scheduled work days exceed 215 work days shall be paid "holiday pay, " subject to those provisions herein before and hereinafter set forth, for the following holidays (Employees may request either Bennington Battle Day or Columbus Day but not both. Building Administrator or supervisor shall approve all leave requests.)

NEW YEAR'S DAY	THE 1/2 DAY BEFORE THANKSGIVING
MARTIN LUTHER KING DAY	THANKSGIVING DAY
PRESIDENT'S DAY	THE DAY AFTER THANKSGIVING
MEMORIAL DAY	BENNINGTON BATTLE DAY/COLUMBUS DAY
LABOR DAY	THE DAY BEFORE CHRISTMAS
INDEPENDENCE DAY	CHRISTMAS
VETERAN'S DAY	

22.2 Employees whose number of regularly scheduled work days exceed one hundred (100) work days but less than two hundred sixteen (216) work days shall be paid "holiday pay" for the following holidays each fiscal year:

NEW YEAR'S DAY	THE 1/2 DAY BEFORE THANKSGIVING
LABOR DAY	THE DAY AFTER THANKSGIVING
	THE DAY BEFORE CHRISTMAS
THANKSGIVING DAY	CHRISTMAS DAY

22.3 If any holiday falls during an employee's regularly scheduled vacation, an alternative day off shall be scheduled with the mutual agreement of the employee and his/her supervisor. In the event school is in session on any above-named holiday, or the holiday falls on an employee's normal day off, then such other day within the fiscal year as is scheduled by the Superintendent will be considered to be the holiday provided, always, preference shall be given to a day that school is not in session.

22.4 An employee shall, subject to the provisions hereinafter set forth or herein before set forth, receive as holiday pay a sum equal to such employee's regular day's pay at straight time rates. Such pay shall be in addition to all other compensation due to the employee for hours actually worked on such holiday if the employee shall be required to work on a holiday.

22.5 The aforesaid "holiday pay" shall not be paid to employees who have not worked their respective entire last regularly scheduled work day preceding the holiday involved and respective first regularly scheduled work day subsequent to said holiday. An employee shall, for purposes of this Article, be deemed to have worked the last regularly scheduled work day preceding any given holiday or the first regularly scheduled work day subsequent to said holiday if his/her absence from work on said days is excused by the Board, or if such absence is excused under the terms of this Agreement provided, however, that if such absence is alleged to have been because of illness, the employee shall deliver to the Board, if requested, a statement by a physician indicating that such absence was because of illness.

ARTICLE 23 – EVALUATION

23.1 The Superintendent, or his/her designee (s), shall evaluate each employee at least once every two years. The form (s) to be used for formal evaluation and the contents thereof shall be as from time to time authorized by the Superintendent. Whenever a form is authorized or the contents thereof revised, it shall be explained to employees. Each evaluation report shall be placed in the employee's personnel file and the employee shall have the right to submit a written statement to such evaluation that shall be placed in the employee's personnel file. The Association's Bargaining Team shall be notified of a Board's intention to adopt, or revise form (s) to be used for formal evaluation or the contents thereof and the Association's Bargaining Team will be given an opportunity to comment prior to a Board's adoption of the same.

ARTICLE 24 - DURATION AND SCOPE OF AGREEMENT

24.1 This Agreement shall be effective for the period from July 1, 2024, and it shall continue in full force and effect through June 30, 2026. Not later than April 15, 2026 the parties agree to schedule the first negotiation meeting for the purpose of establishing ground rules and to discuss other matters agreed upon and they shall enter into negotiations with respect to a successor agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates stated.

Southwestern Vermont Educational Support Personnel Unit, Vermont NEA/NEA

7/25/24
Date Signed

President

Southwest Vermont Union Elementary School District

08/11/2024
Date Signed

Chair

Mount Anthony Union High School District # 14

08/19/24
Date Signed

Chair

Southwest Vermont Supervisory Union

6/18/2024
Date Signed

Chair

Southwest Vermont Regional Technical School District

19 August 2024
Date Signed

**APPENDIX A
EDUCATIONAL EMPLOYEES**

GROUP 1	GROUP 2	GROUP 3	Group 4
PARAPROFESSIONAL	IN SCHOOL SUSPENSION SUPERVISOR	REGISTERED BEHAVIOR TECHNICIAN	LICENSED PRACTICAL NURSE
SPECIAL EDUCATION PARAPROFESSIONAL	INTENSIVE SPECIAL NEEDS SPECIALIST		
EARLY EDUCATION PARAPROFESSIONAL			

2024-2025

STEP	GROUP 1	GROUP 2	GROUP 3	GROUP 4
0	17.91	21.14	23.58	24.70
1	18.31	21.65	23.98	25.24
2	18.80	22.13	24.38	25.80
3	19.35	22.58	24.79	26.33
5	19.66	23.14	25.19	26.88
10	19.96	23.51	25.59	27.28
15	20.31	24.00	26.00	27.69
20	20.63	24.34	26.39	28.07

2025-2026

STEP	GROUP 1	GROUP 2	GROUP 3	GROUP 4
0	19.52	23.04	25.70	26.92
1	19.96	23.60	26.14	27.51
2	20.49	24.12	26.57	28.12
3	21.09	24.61	27.02	28.70
5	21.43	25.22	27.46	29.30
10	21.76	25.63	27.89	29.74
15	22.14	26.16	28.34	30.18
20	22.49	26.53	28.77	30.60

**EDUCATIONAL EMPLOYEES
REGIONAL TECHNICAL DISTRICT**

GROUP 1	GROUP 2	GROUP 3
	VOCATIONAL EDUCATION SPECIALIST	SW TECH SCHOOL STORE AND CREDIT UNION MANAGER

2024-2025

STEP	GROUP 1	GROUP 2	GROUP 3
0	17.91	21.14	23.82
1	18.31	21.65	24.34
2	18.80	22.13	24.81
3	19.35	22.58	25.29
5	19.66	23.14	25.80
10	19.96	23.51	26.19
15	20.31	24.00	26.67
20	20.63	24.34	26.99

2025-2026

STEP	GROUP 1	GROUP 2	GROUP 3
0	19.52	23.04	25.96
1	19.96	23.60	26.53
2	20.49	24.12	27.04
3	21.09	24.61	27.57
5	21.43	25.22	28.12
10	21.76	25.63	28.55
15	22.14	26.16	29.07
20	22.49	26.53	29.42

SOUTHWEST VERMONT SUPERVISORY UNION
 SOUTHWEST VERMONT REGIONAL TECHNICAL CENTER
 MAINTENANCE EMPLOYEES

GROUP 1	GROUP 2	GROUP 3	GROUP 4
Custodians	Groundskeepers	Maintenance Workers	Foremen
			Groundskeeper Foreperson

2024-2025

STEP	GROUP 1	GROUP 2	GROUP 3	GROUP 4
0	17.27	17.91	20.12	22.51
1	17.71	18.38	20.58	22.97
2	18.14	18.78	21.03	23.45
3	18.64	19.26	21.47	23.94
5	19.10	19.82	22.03	24.39
10	19.59	20.31	22.49	24.87
15	20.07	20.75	22.98	25.34
20	20.40	21.10	23.32	25.70

2025-2026

STEP	GROUP 1	GROUP 2	GROUP 3	GROUP 4
0	18.82	19.52	21.93	24.54
1	19.30	20.03	22.43	25.04
2	19.77	20.47	22.92	25.56
3	20.32	20.99	23.40	26.09
5	20.82	21.60	24.01	26.59
10	21.35	22.14	24.51	27.11
15	21.88	22.62	25.05	27.62
20	22.24	23.00	25.42	28.01

SOUTHWEST VERMONT SUPERVISORY UNION
 SOUTHWEST VERMONT REGIONAL TECHNICAL CENTER
 ADMINISTRATIVE EMPLOYEES

GROUP 1	GROUP 2	GROUP 3	GROUP 4
Secretary 1	Secretary 2	Data Processing 2	Office Manager
Library Clerk			
Registrar			

2024-2025

STEP	GROUP 1	GROUP 2	GROUP 3	GROUP 4
0	18.40	20.62	21.43	22.94
1	18.77	21.07	21.83	23.33
2	19.28	21.45	22.28	23.75
3	19.75	21.83	22.69	24.14
5	20.23	22.30	23.24	24.71
10	20.69	22.76	23.71	25.27
15	21.18	23.24	24.19	25.75
20	21.53	23.57	24.50	26.09

2025-2026

STEP	GROUP 1	GROUP 2	GROUP 3	GROUP 4
0	20.06	22.48	23.36	25.00
1	20.46	22.97	23.79	25.43
2	21.02	23.38	24.29	25.89
3	21.53	23.79	24.73	26.31
5	22.05	24.31	25.33	26.93
10	22.55	24.81	25.84	27.54
15	23.09	25.33	26.37	28.07
20	23.47	25.69	26.71	28.44

APPENDIX B

Southwestern Vermont Education Association,
Educational Support Personnel Unit
Vermont-NEA/NEA
DUES DEDUCTION AUTHORIZATION CARD

Name: _____

Address: _____

I hereby request and authorize the Board of School Directors to deduct, beginning with the first paycheck in October, membership dues or agency fees in such amounts as are from time-to-time certified by the Association to the Superintendent. Deductions shall be in substantially equal amounts from each paycheck during the school year and for succeeding school years. I understand that the Board will discontinue such deductions for any school year only if I notify the Board, in writing, to do so on or before July 1 of any given school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and I relieve the Board and its officers from any liability therefor.

Dated _____

Name (Print) _____

Signature: _____