

# **MASTER AGREEMENT**

**BETWEEN**

**HARWOOD UNION HIGH SCHOOL DISTRICT #19  
MORETOWN TOWN SCHOOL DISTRICT**

**And**

**WATERBURY ~ DUXBURY  
UNION SCHOOL DISTRICT #45**

**AND**

**HARWOOD EDUCATION ASSOCIATION  
WASHINGTON WEST EDUCATION ASSOCIATION  
SUPPORT STAFF UNITS**

**July 1, 2009 ~ June 30, 2011**

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## ACKNOWLEDGEMENT OF ARBITRATION

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

### PREAMBLE

This Collective Bargaining Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the Harwood Union High School District #19, the Moretown Town School District and the Waterbury-Duxbury Union School District #45 (herein after known as the "District" or the "Board"), and the Washington West Education Association Support Staff Units, and the Harwood Education Association – Education Support Personnel Unit (hereinafter collectively known as the "Association").

### ARTICLE I RECOGNITION

- 1.1 The Board hereby recognizes the Association for the purpose of collective bargaining negotiations pursuant to Title 21, Chapter 22 of the Vermont Statutes Annotated, as the sole and exclusive representative of the three (3) individual employee bargaining units of the following School Districts: Harwood Union High School District #19 permanent full-time and permanent part-time employees; Moretown Town School District permanent full-time and permanent part-time employees but excluding any food service employees; and Waterbury-Duxbury Union School District #45– permanent full-time and permanent part-time employees. These bargaining units are composed of the above employee groups but excluding all supervisory, confidential, professional, temporary, seasonal and non-permanent status employees and teachers and all employees regularly scheduled to work less than 17.5 hours per week.
- 1.2 Throughout this collective bargaining agreement (the "Agreement"), reference to the Board(s) or District(s) shall be deemed to refer to each of the three (3) individual Boards and Districts noted in § 1.1 of this Agreement. As such, where action by the referenced Board or District is required, such action, unless otherwise expressly noted, shall be the action of each individual Board and/or District relative to that District's employees or local bargaining unit.
- 1.3 Unless otherwise indicated, persons employed in the above unit will be referred to as "employee," "employees" or "members of the bargaining unit." All references to employees shall be deemed to be male/female employees.

## ARTICLE II DEFINITIONS

- 2.1 Administrator. A person employed by the Board, the majority of whose time is assigned to administrative, managerial or supervisory duties and who is employed as a Superintendent, Assistant Superintendent, Building Administrator, Assistant Building Administrator, Coordinator or Director.
- 2.2 Administrative Assistant. The Building Administrator's confidential employee.
- 2.3 Association. Washington West Education Association and Harwood Education Association.
- 2.4 Board. The individual corporate governing body of the School Districts which are parties to this Agreement.
- 2.5 District. The individual school districts identified as parties to this Agreement.
- 2.6 Days. Unless otherwise specified, "days" shall mean calendar days.
- 2.7 Employee. A person employed by the Board, in the bargaining unit, as referenced in 1.1.
- 2.8 Negotiations. The process of meeting, conferring, consulting and discussing in good faith for the purpose of reaching an agreement as to matters of salary, working conditions, benefits, grievance procedures, and other mutually agreed upon subjects not in conflict with laws or statutes of the State of Vermont.
- 2.9 RIF. Reduction In Force.
- 2.10 Singular. Whenever the singular is used in this Agreement, it is to include the plural.
- 2.11 WWSU Central Office. Washington West Supervisory Union Central Office.
- 2.12 Full-time Employee. The term "full-time employee" as used in this Agreement shall refer to any employee employed by the Board to work regularly at least thirty-five (35) hours per week.
- 2.13 Part Time Employee. The term "part time employee" as used in this Agreement shall refer to any employee hired by the Board to work regularly seventeen and one half (17 ½) or more hours per week but less than full time (2.12).
- Transition: For part-time Harwood employees employed on June 30, 2010, all benefits provided for in this Agreement shall be pro-rated to at least 75% of the full-time benefit.
- 2.14 Full Year Employee. The term "full year employee" as used in this Agreement shall refer to any employee who is hired by the Board to regularly work fifty-two

(52) weeks per year. Full year employees may be either full time or part time as defined herein.

- 2.15 Partial Year Employees. The term partial year employee as used in this Agreement shall refer to any employee other than temporary seasonal and non-permanent status employees who is hired by the Board to regularly work fewer than fifty-two (52) weeks per year.
- 2.16 Probationary period: The term "probationary period as used in this aAgreement shall refer to the first ninety (90) working days of employment beginning from the most recent date of hire to a regular bargaining unit position within the Association. Within ten (10) days of his or her first day of work, new employees shall be provided the evaluation criteria in writing. Evaluations conducted during the probationary period are not subject to the grievance/arbitration provisions of the Agreement. Prior to the end of the probationary period, an employee shall receive notice of whether he/she has successfully completed probation. During said probationary period an employee shall not be afforded just cause rights as set forth in this Agreement. A Board decision to suspend, dismiss or nonrenew the employment of a probationary employee shall not be subject to the grievance and arbitration provisions of this Agreement provided the Board has satisfied the evaluation provisions herein.
- 2.17 Transition: This term is used to highlight specific provisions of this Agreement which have application to a limited number of bargaining unit members and/or sunsets as outlined in the specific provision.

### **ARTICLE III RIGHTS OF THE PARTIES**

- 3.1. Rights of the Association
- a) The Association will have the right to use such facilities and equipment, including audio-visual equipment, as is normally made available for employees' use within the school. Such use of facilities or equipment will be at unassigned times and upon appropriate request to the building administrator provided such use does not interfere with the employee's work, or interrupt normal business or school operations.
- b) Duly authorized representatives of the Association will be permitted to transact Association business on school property before or at the conclusion of the work day provided such activity will not interfere with the employee's work or assigned duties or interrupt normal business or school operations. This section shall not limit rights of employees to Association representation.
- c) The Association will have the right to post notices of its activities and matters of Association concern, provided no material which is in any manner confidential, derogatory of the Board or any Board member, administrator, supervisor or of any position taken or being taken by the Board, will be so posted.

d) The Association may use the employees' mailboxes for communications. Subject to District rules and guidelines, the Association may use the District's network for e-mail communications. The Association retains all rights granted by law except as otherwise provided herein.

### 3.2 Rights of the Board

A. It is herein agreed, that except specifically as directly modified by the expressed language in a provision of this Agreement or otherwise mutually agreed to, in writing, between the parties, all management functions and responsibilities, including the determination of educational policy, the operation and management of the schools, and control, supervision, and direction of the staff are vested exclusively in the Board. By way of example, these rights include, but shall not be limited to, the sole discretion and authority to:

- i. Establish the curricula, methodology and standard for instruction;
- ii. Plan, direct, schedule, assign, transfer and control work assignments and duties;
- iii. Establish evaluation criteria and processes;
- iv. Establish and modify payroll schedules and methods for recording employee attendance and punctuality;
- v. Determine the means, methods, processes, materials and equipment necessary to deliver the services provided by the District;
- vi. Create, revise and eliminate positions;
- vii. To hire, transfer employees;
- viii. Discipline, suspend, discharge and not re-employ employees;
- ix. Establish, modify, implement, and enforce District policies, and personnel rules and regulations not in conflict with the terms of this Agreement.

B. 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 and any other manner which does not expressly violate a specific written provision of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.

C. It is understood that the Board may carry out its functions and responsibilities through the Superintendent and his or her staff, as well as other managers, supervisors and the Principals.

## **ARTICLE IV DUES DEDUCTION**

Payroll Deductions. The Board agrees to deduct from the salaries of the employees, dues for the Harwood Education Association, Washington West Education Association,

Vermont NEA, and National Education Association, as said employees individually and voluntarily authorize the Board to deduct and transmit the monies to the Harwood Education Association and Washington West Education Association. Employees' authorizations will be in writing or on a form agreed upon by the Board and the Association. Deductions will be made in substantially equal installments on a schedule mutually agreed upon between the Board and the Association, or in the case of the authorization received during the school year, deductions will be in substantially equal installments for the remainder the year. Payroll deduction authorizations for the Association dues shall be continuous from year to year unless the employee leaves the School District or notifies the Association, in writing, with a copy to the Superintendent, in writing, prior to July 1 of any year to terminate said deductions.

## **ARTICLE V CONTRACT RENEWAL**

- 5.1 The Board will issue a contract of employment to the members of the bargaining unit annually. Contracts for the following school year will be issued on or before April 15 and will be subject to the layoff provisions of this Agreement. Contracts for employment will be signed by each employee and returned to the Superintendent no later than May 1 or the next business day if the 1<sup>st</sup> falls on a weekend. The failure to return a signed contract by this date will be conclusive evidence that the employee is not returning and shall cause the position to be declared vacant. An initial contract extension requested by an employee may be granted by the Building Administrator for up to two weeks. Further extensions must be requested in writing to the Board.
- 5.2 If negotiations have not been completed and a new Collective Bargaining Agreement ratified by both the Board and the Association by April 15, the Board will forward to each employee, within the bargaining unit, whom the Board intends to employ, a letter of intent which will be signed by the bargaining unit member and returned to the Superintendent no later than May 1 or the next business day if the 1<sup>st</sup> falls on a weekend. The failure to return a signed letter of intent by this day shall be conclusive evidence that the employee is not returning and shall cause the position to be declared vacant. Such letter will commit the Board to employ and the employee to work subject to the terms of this Agreement and the Employee to accept such employment under the provisions of the Agreement.
- 5.3 If an employee wishes to resign a position, he/she shall notify the Building Administrator in writing, giving fourteen (14) calendar days notice thereof.

## **ARTICLE VI REDUCTIONS IN FORCE**

- 6.1 General RIF Provisions –

A. In the event that a reduction in force (partial or total) is deemed necessary by the Board, the president of the Association will be notified. Reduction in force will not be made arbitrarily or capriciously.

B. Elimination of Positions Due to Change in Need for Student Services – In situations where an employee works with an individual student for purpose of fulfilling required IEP and/or 504 services, and those services are no longer required, the position will be eliminated and the seniority provision in the Reduction in Force Article 6.10 will apply immediately with thirty (30) days notice prior to the date of termination. The Employee shall receive all pay and benefits and be subject to the terms of this master agreement during the thirty (30) day term noted in the previous sentence.

C. Should it become necessary to institute a reduction in force, the procedures below will be followed:

- 6.2 Association Notification – The Association shall be notified in writing of any proposed staff reduction at least thirty (30) calendar days prior to the Board taking any action.
- 6.3 Attrition, Turnover, Voluntary Transfer – No employee will be laid off under the provisions of this Article if the reduction can be accomplished through staff turnover, attrition, or voluntary transfer.
- 6.4 Employee Notification – Notice of layoff under the provisions of this Article to the employee(s) affected will be at least thirty (30) calendar days prior to the Board taking any action. Layoff of an employee will only be issued after a meeting between the employee involved and the Building Administrator, at which time the employee will be notified in writing of the reason(s) for the layoff. The employee may, at his or her option, have a representative of the Association present at such meeting.
- 6.5 Seniority Computation – For purposes of this Article, seniority is computed from the beginning of the employee's most recent period of continuous employment in the school district, and accrues as of the date of hire. Part-time employees accrue seniority on a pro-rata basis. Seniority shall be calculated by category of service for different positions within the bargaining unit.
- 6.6 Leaves of Absence – Seniority will continue to accrue during all paid leaves of absence. Leaves of absence without pay shall not be included in calculating seniority, but still is continued service. Leaves of absence shall not be considered to have interrupted service. Seniority will be established annually as of September 30.
- 6.7 Health Insurance Coverage – The Board will permit a laid-off employee to buy health insurance coverage at the group rate under its policy during the period of layoff, but not to exceed twenty-four (24) months from date of layoff. The

employee who elects this benefit must pay for each month's coverage in advance provided this does not conflict with the insurance carrier's regulations.

6.8 Recall Rights – Laid-off employees will be recalled in seniority order to vacancies within their job category as defined below in this Article. A laid-off employee shall have job recall rights for one (1) year following the effective day of layoff and if recalled, shall retain all benefits, including seniority, accrued at the time of layoff.

6.9 Recall Notice – Notices of recall shall be sent by the Board certified mail/return receipt requested to the last address given to the Board by the employee, and a copy of each recall notice shall be also sent to the President of the Association and the ESP Building Representative. If an employee fails to respond within fourteen (14) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offer, but he/she will remain on the recall list for the period provided herein.

Failure of an employee to accept a recall position with fewer hours or work days from that of the position that he/she was laid off shall not constitute a waiver of recall rights.

6.10 Categories of Service – Reduction-in-force shall occur in each school district. Except as specifically noted below, employees shall be laid off by specific job categories delineated below. Employees shall be laid off in reverse order of seniority, and those who work in more than one service category shall have their seniority calculated in those categories on a prorated basis. Layoffs shall be conducted within the following specific job categories, organized within general service families:

<b>CATEGORIES OF SERVICE: JOB CATEGORIES</b>
<b>A. Family: Custodial/Maintenance</b>
Custodian or Maintenance Worker
Asst. Maintenance Director
Maintenance Supervisor
<b>B. Family: Food Service</b>
Food Service Worker ( <i>includes Cashier, Baker, Food Preparation, Dishwasher</i> )
Food Service Cook
<b>C. Family: Administrative Assistant or Secretarial</b>
Secretary or Receptionist or Administrative Assistant
<b>D. Family: Paraprofessional Personnel Job Categories</b>
Instructional Assistant ( <i>includes Academic, Teacher, Library, or Planning Room Assistants, Job Coach</i> )
Monitor ( <i>includes but not limited to Study Hall, Hall Monitor etc.</i> )
Personal Care Assistant
Specialized Assistant

<b>E. Family: Specialist Personnel Job Categories, including but not limited to these categories</b>
Learning Center Coordinator
Planning Room Coordinator
Student Support Specialist
Orton Gillingham Tutor
Campus Coordinator
Technology Assistant
Technology Aide
Nurse's Assistant
Transportation Aide

The inclusion of a Personal Care Assistant will apply only to employees hired after the execution of this document and shall not affect the seniority status of current employees in the individual assistant family.

## ARTICLE VII TRANSFER AND REASSIGNMENT

- 7.1 Employees shall be notified of any support staff employee vacancies or new positions within the District. Notification will be via school posting and by regular mail to the President of the Association and the ESP Building Representative or his/her designee. Employees who desire to apply for such vacancies shall submit their request in writing to the Building Administrator within five (5) working days during the school year, otherwise five (5) business days, of the notification. When filling a vacancy any current employee who applies for the position and satisfies the qualifications will be interviewed. Notwithstanding the above, the final employment decision is within the sole discretion of the Board.
- 7.2 If there is a need to reassign an employee to a vacancy, the Building Administrator shall first consider a suitable employee willing to fill the position. It shall remain the right of the Building Administrator to reassign an employee.
- 7.3 Should an employee need to be reassigned to a vacancy, he or she shall be notified privately and given a five (5) day notice, unless a different process is mutually agreed upon between the Administration and the Association. Adequate orientation shall be given to a reassigned employee in his or her new position.
- 7.4 If an employee changes job classifications, his or her pay rate will change to be consistent with the new job classification. If an employee is working in more than one job classification, he or she will be paid for hours worked in each job classification, the hourly rate applicable to each job classification.

## ARTICLE VIII

## CONDITIONS OF EMPLOYMENT

- 8.1 Work Year – The Administration shall determine the school calendar for the School District on an annual basis. Each employee’s individual employment contract shall contain his/her daily hours of work and for partial year employees, the number of work days. On or before August 1, the Board will provide returning employees with a written notice which shall indicate the following: the date, time and place for the employee to report to work; the assignment and building; the normal hours for the position.

Work year for Partial Year Employees – The normal work year length for partial year employees shall consist of the number of student days, plus holidays, plus additional days as follows. Part-time partial year employees may be scheduled to work a fewer number of days.

Harwood: In-Service Days.

Moretown: Five (5) days.

Waterbury-Duxbury: Ten (10) days for Secretaries, four (4) days for Food Service, or two (2) days for all others.

Partial year employees may be requested to work additional days at the discretion of the Building Administrator, and hours worked will be paid at the employee’s regular rate.

- 8.2 A. On days when school is cancelled, the District will make reasonable efforts to provide employees notice of said cancellation. Partial year employees will not be paid for days when school is closed. Unless otherwise notified, full year employees are expected to report for work on days when school is closed.
- B. Delayed openings and emergency closings: On days when school is delayed in starting, employees will be paid as if their work day had started at the normal time. If school is closed early while in session and the staff is dismissed early from work, they shall receive a full day’s wage.
- 8.3 Employees who, as a work duty or at the request of a teacher or supervisor, are required to change diapers or sanitary napkins, or assist children with any vital personal hygiene functions that require privacy or necessitate physical contact of or near a student’s genitalia, shall not be required to perform such duties alone. No employee shall be required to administer medication without appropriate training and advance notice.
- 8.4 Any additional work time required by the Board shall be paid at the Employee’s hourly rate for the job classification within which the Employee is incurring the work time. Notice of availability of work in addition to guaranteed work time shall be posted.

## 8.5 Work Day

Harwood and Waterbury-Duxbury: The work day for full-time employees shall include a duty-free, continuous one-half (1/2) hour unpaid lunch period. The work day shall also include a paid twenty (20) minute break that may consist of either one (1) period of twenty (20) continuous minutes, or instead, two (2) periods of ten (10) continuous minutes each for each half-day worked. If an employee works more than five (>5) hours consecutively in a day, the work day shall include a duty-free, one-half (1/2) hour unpaid lunch period.

Moretown: The work day for full-time employees shall include a duty-free, one-half (1/2) hour paid lunch period and two (2) paid fifteen (15) minute breaks. Work day for part time employees includes one (1) paid fifteen (15) minute break for each four (4) hours worked. If more than four (4) hours are worked consecutively, the work day shall include a duty-free, one-half (1/2) hour paid lunch period.

8.6 If required by the district or state law, physicals for employees shall be paid for by the Board.

8.7 Any employee who substitutes for a teacher or another employee for all or half time of the day shall be paid at the substitute rate or their own hourly rate whichever is higher for the time the employee acts as a substitute. All substitute work shall be voluntary.

### 8.8 Professional Development

A. Each full-time employee shall be eligible to take courses, workshops, seminars, etc., relevant to his or her job responsibilities, and which meet the needs or goals of the School District, as identified by the employee's supervisor and approved by the Building Administrator. Part-time employees shall receive this benefit on a pro-rated basis. Such educational training shall be reimbursed at a cost not to exceed: Waterbury-Duxbury - \$500.00; Moretown - \$500.00; Harwood - \$800.00. Employees must secure prior approval for all such professional development at least two (2) weeks prior to registration if reimbursement is being sought.

B. Additional professional development monies beyond those provided in this provision may be allotted to an employee at the discretion of the Building Administrator.

C. The District shall provide prepayment for approved courses, workshops, seminars, etc., in accordance with the following procedure:

If requested by the employee, the Board will disburse professional development funds or purchase order number in advance to the appropriate provider. If an employee drops or fails a course for which funds have already been paid, the employee will reimburse the Board the full amount disbursed by the end of the contract year (June 30) through equal deductions from his/her salary or in

accordance with another mutually agreeable payment plan.

- 8.9 Overtime - Employees who are required to work overtime shall be compensated at the rate of one and one half (1 ½) times the employee's normal hourly rate for all overtime worked in excess of forty (40) hours per week. Prior approval of the employee's supervisor is required for all overtime worked. In calculating hours worked for overtime purposes, only time actually worked shall be counted. Time taken for leave, including but not limited to holidays, sickness or vacation, shall not be counted.
- 8.10 Participation in the Vermont Municipal Employee's Retirement System is mandatory if the employee is a permanent regularly scheduled employee, beginning within the first ninety (90) days of employment.
- 8.11 The cafeteria will provide up to one hundred dollars (\$100.00) per year for shoes for the cafeteria staff. They will be maintained by the employee and be required to be worn while on duty.
- 8.12 All cafeteria staff will not have to pay for their lunch.
- 8.13 The Board will provide up to one hundred dollars (\$100.00) per year for shoes for the custodial staff. They will be maintained by the employee and be required to be worn while on duty.
- 8.14 Employees who are required at the discretion of the Administration, to drive their personal automobiles on official school business will be reimbursed at the current IRS rate to be paid monthly. The use of a support staff employee's personal vehicle will not be a condition of employment or a condition of being hired for employment.
- 8.15 Transition: The maintenance supervisor in Moretown employed on June 30, 2010 shall have a two hundred fifty dollar (\$250.00) clothing allowance for uniforms. Payment for uniforms will be in one lump sum. This provision shall sunset upon the termination of said supervisor's employment with Moretown.

## **ARTICLE IX EMPLOYEE EVALUATION AND ORIENTATION**

- 9.1 Employee Evaluation
- A. An annual evaluation of each employee shall be conducted by May 1<sup>st</sup> of that year by a supervisory person. Newly hired Support Staff employees shall be evaluated within the first sixty (60) working days of their employment. The evaluation instrument shall be defined, with criteria stated in writing, and shall be made known in advance to the employee.

- B. In all cases, the evaluation shall be reviewed and approved by the building administrator for accuracy and relevance before the evaluation is placed in the employee's personnel file.
- 9.2 Each employee will receive a copy of the written evaluation report within five (5) school/work days of the completion of the evaluation. At the request of the employee, a post conference will be conducted to discuss the evaluation, within five (5) school/work days of receipt of the written evaluation.
- 9.3 The employee has the right to submit a written answer to such evaluation and his/her answer shall be signed and dated by both the employee and the evaluator, and will become attached to and will become a part of the file copy. The employee shall acknowledge that he or she has had a chance to review the evaluation document by affixing his or her signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents.
- 9.4 Training and support for employees shall be provided in situations when they are responsible for a student who might be a safety threat, or who requires lifting or other physical support, or other specialized needs.

## **ARTICLE X EMPLOYEE FILES**

- 10.1 Employees shall have the right, upon request, to review the contents of their personnel file and to make copies of any documents contained therein. Employees shall be entitled to have a representative of the Association accompany him/her during such a review. At least once every year, employees shall have the right to indicate those documents and/or materials in his/her file that he/she believes for any reason to be inappropriate for retention. The Superintendent shall review said documents in consultation with the Building Administrator. If the Superintendent agrees, in his/her sole discretion, the documents shall be removed from the personnel file and destroyed.
- 10.2 The Board shall maintain only one personnel file per employee, and said file shall be stored at the WWSU Central Office. The Board agrees to protect the confidentiality of the contents of employee personnel files, and it shall not establish separate confidential files. It is agreed that the Building Administrator of each school may maintain a working file; however, any document within that working file which does not become part of an employee's official personnel file within one year of the date it was written shall be destroyed.
- 10.3 Each employee personnel file shall have a cover sheet attached to it. The sheet will be formatted to provide for the recording of the following information: the name and title of each person granted access to said file, the signature and date of each inspection of the file by a properly authorized person, and the purpose of each individual inspection.

- 10.4 Material derogatory to an employee's conduct, services, character, or personality shall not be placed in his or her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he or she has had a chance to review such material by affixing his or her signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents. The Support Staff employee also has the right to submit a written answer to the material within thirty (30) days of receipt of the document(s); his or her answer will be reviewed by the Superintendent, or his/her designee, and attached to the file copy.

## **ARTICLE XI EMPLOYEE RIGHTS**

- 11.1 Whenever an employee is required to appear before the superintendent, principal, supervisor or the School Board concerning any matter which could adversely affect the continuation of that employee or which would result in other disciplinary action, he/she shall have the right to ask for and be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Employees shall receive prior written notice 24 hours in advance of a meeting with the Superintendent (or his/her designee) or the School Board. This provision shall not apply to a supervisor's right to discuss an event, or to otherwise provide supervision to employees.
- 11.2 In any case where the District chooses to suspend an employee during an investigation into such employee's conduct, such suspension shall be with pay. This shall not preclude the District from suspending an employee without pay as a formal disciplinary action.
- 11.3 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 any manner against the employee, it must be signed by the complainant and must 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.
- 11.4 No employee will be disciplined, suspended, non-renewed or dismissed without just and sufficient cause.
- 11.5 Each employee will be provided a copy of his/her job description at the time of employment or at the time he or she moves from one job classification to another. Said job descriptions will include an outline of duties or responsibilities, performance expectations, and the position of the person(s) responsible for supervising and evaluating the employee.

## ARTICLE XII GRIEVANCE PROCEDURE

12.1 Purpose – The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances that may arise. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

12.2 Definitions.

Grievance – A grievance is any claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of this Agreement.

Grievant – A grievant is the employee or the Association claiming the grievance.

Days – All time limits consist of calendar days.

12.3 Informal Resolution of Grievances – Nothing contained within this grievance procedure shall be construed as limiting the right of any employee or of the Association to discuss a grievable matter informally before filing a formal grievance, and of having the grievance adjusted through informal discussion. Any agreement reached as a result of informal discussion shall be consistent with the terms of this Agreement.

12.4 Sharing Information – The grievant(s), Administration, and the Board agree to cooperate in the investigation of any grievance, and to furnish one another with any information that is pertinent to the processing of a grievance.

12.5 Association Participation – The Board acknowledges the right of the Association's grievance representative(s) to participate in the processing of a grievance at any level. An employee has the right to have an Association representative present at any grievance discussion. The Association and its affiliate, VT-NEA, shall be the sole and exclusive representative of the grievant.

12.6 Class Grievances – Class grievances may be filed by the Association on behalf of employees.

12.7 Procedures –

Time Limits – The number of days indicated at each level shall be considered maximums, and every effort should be made to expedite this process. A grievance shall be filed by the grievant(s) within thirty (30) days following the date at which the grievant(s) became aware of the occurrence that gave rise to the grievance.

The formal filing of a grievance will be in accordance with the following procedure, except as noted under the Abbreviated Grievance Procedure below. A written grievance shall contain a short, plain statement of the facts at issue, shall

identify the section(s) of the Agreement alleged to have been violated, and shall identify the remedy sought.

Step 1 – The grievant shall forward a written copy of the grievance to the Building Administrator setting forth the specific problem being grieved and stating the remedy sought. The Building Administrator will arrange for a meeting within seven (7) days after receipt of the grievance and will issue a decision in writing within ten (10) days of the conclusion of the meeting. The decision shall contain the reasons upon which the decision was based.

Note: Upon mutual agreement between the grievant(s) and the Building Administrator, Step 1 of the grievance procedures may be bypassed and the grievance brought directly to Step 2.

Step 2 – If the grievance is not resolved at Step 1, the grievant may, within seven (7) days after receipt of the Building Administrator's decision, forward a written copy of the grievance to the Superintendent, setting forth the specific problem being grieved and stating the remedy sought. The Superintendent will arrange for a meeting within seven (7) days after receipt of the grievance. The Superintendent will issue a decision in writing within ten (10) days of the conclusion of the meeting. This decision will include the reasons upon which the decision was based.

Step 3 – If the grievance is not resolved at Step 1 or 2, the grievant may, within seven (7) days after receipt of the Superintendent's decision, forward a written copy of the grievance to the Board indicating the reason(s) for dissatisfaction with the decision of the Superintendent and stating the remedy sought. The Board shall meet within ten (10) days after receipt of the grievance. The Board shall issue a written decision within ten (10) days after the conclusion of the Step 3 meeting. The Board's decision shall include the reasons upon which the decision was based. The Step 3 meeting shall be conducted in executive session if requested by either the Board or the grievant(s).

For grievances involving non-renewals, suspensions, or dismissals the reference to whether the meeting shall be open or closed shall be governed by the statutory language in 1 V.S.A. Section 313.

Step 4 – If the grievance is not resolved at Step 3 or the time limits expire without the issuance of the Board's written answer, the parties may elect to submit the grievance to mediation. The mediator shall be chosen by the parties; if the parties are unable to agree on a mediator, they shall utilize the services of the Federal Mediation and Conciliation Services (FMCS). The decision to submit a grievance to mediation is strictly optional and must be agreeable to both parties. Any cost for mediation will be shared equally between the parties.

Step 5 – If the Board and the grievant(s) do not submit a grievance to mediation or are unable to reach a mediated resolution at Step 4, the Association may submit the grievance to final and binding arbitration. A written request for arbitration

must be filed with the Superintendent's office within thirty (30) days following receipt of the Board's decision at Step 3 or, if mediation is pursued, within thirty (30) days after the conclusion of the unsuccessful mediation process; otherwise, the grievance is considered withdrawn.

The person of the arbitrator shall be determined by mutual agreement between the Board or its designated representative, and the Association. Should the parties be unable to agree upon the person of an arbitrator within thirty (30) days of the demand for arbitration, then the grievance shall be submitted to the American Arbitration Association ("AAA") for selection of the arbitrator in accordance with its rules. If the grievance is not submitted to the AAA within thirty (30) days of the date of the demand for arbitration, the grievance shall be considered to be withdrawn with prejudice. Each party shall bear the full costs for its representation in arbitration. The cost of the arbitrator and the services of the American Arbitration Association will be divided equally between the parties. Any request for transcripts of the proceedings will be paid for by the party requesting it. Should both parties request a transcript, the costs will be divided equally between them.

The arbitrator shall have no power to alter the terms of this Agreement. Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party.

- 12.8 Records – All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the grievant(s).
- 12.9 No Reprisal – No party will experience any reprisals as a result of participation in the grievance procedure.
- 12.10 Precedent – A grievance may be withdrawn or settled at any level without establishing precedent.
- 12.11 Election of a Remedy: An employee who seeks resolution in court or before an administrative agency of a matter which is subject to the Grievance and Arbitration provisions of this Agreement shall be deemed to have waived his/her right to arbitrate said issue pursuant to this Article.
- 12.12 Abbreviated Grievance Procedure:  
For reduction-in-staff grievances under Article 6 of this agreement or for cases involving the non-renewal, suspension or termination of an employee, a grievance shall be processed according to the following schedule:
  - 1. The grievance must be initially filed at Step 3 within ten (10) days of the date when the grievant became aware of the action that precipitates the grievance.

2. The Board shall hear the grievance and issue its decision in writing within twenty-one (21) days of the date the grievance was received by the Board.
3. If the grievance is not resolved within fourteen (14) days from the date of receipt of the Board's Step 3 response, the Association may request arbitration in writing to the Superintendent. If a timely request for arbitration is submitted, the Superintendent and the Association shall agree upon the services of an arbitrator with or without the assistance of the American Arbitration Association. The arbitrator selected shall hear the grievance and communicate a decision to the parties as soon as it is reasonably possible to do so.
4. Except as otherwise specifically provided in this abbreviated process, all other provisions of this Agreement relating to the filing and processing of grievances shall be applicable to grievances processed under this abbreviated procedure.

### **ARTICLE XIII INSURANCE**

- 13.1 Insurances - The Board agrees to provide any insurance coverage as provided in this Agreement subject to the rules, regulations and eligibility requirements of the individual insurance carrier unless such eligibility requirements are modified by the terms of this Agreement. The Board shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage of such a claim; further, the Board shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the insurance coverage terms. In the event that both a husband and wife are employed by the Board, the Board will be obligated to provide only one insurance plan for the husband and wife or partners to a civil union, as defined by 15 V.S.A. Chapter 23, and 18 V.S.A. Chapter 106, as a unit (e.g., two-person or family plan). The Board will offer health insurance to each employee and his or her dependents. The term dependent shall include a person who is a party to a civil union pursuant to 15 V.S.A. Chapter 23, and 18 V.S.A. Chapter 106.
- 13.2 Health Insurance – Full Year full-time employees. The Board shall provide at the option of the employee a single, two-person or family membership in the Blue Cross/Blue Shield VEHI Dual Option Plan with managed parity. Employee contributions to the premium cost of this plan shall be as follows: Harwood – eight percent (8%); Moretown – seven percent (7%) and Waterbury-Duxbury – ten percent (10%). Employee contributions towards the premium cost of health insurance shall be paid via automatic payroll deduction. Effective January 1, 2011, employee contributions shall be as follows: Harwood nine percent (9%); Moretown – eight percent (8%); Waterbury-Duxbury – ten percent (10%).

13.3 Health Insurance – Partial Year full-time employees. The Board shall provide at the option of the employee a single or two-person membership in the Blue Cross/Blue Shield VEHI Dual Option Plan. Employee contributions to the premium cost of this plan shall be as follows: Harwood – eight percent (8%); Moretown – seven percent (7%) and Waterbury-Duxbury – ten (10%). Employees may elect a family membership with the employee paying the full amount of the additional premium cost beyond the two-person plan. An employee currently enrolled in the VEHI JY Managed Benefit Plan may continue their coverage in that plan although no new employees may enroll, and the cost to the Board for this coverage will be limited to the equivalent cost to the Board for the corresponding (single or two-person) VEHI Dual Option Plan with the employee contributing the remaining cost. Employee contributions towards the premium cost of health insurance shall be paid via automatic payroll deduction. Effective January 1, 2011, employee contributions shall be as follows: Harwood nine percent (9%); Moretown – eight percent (8%); Waterbury-Duxbury – ten percent (10%).

Transition: Harwood Union High School Partial Year Employees enrolled in a family plan on June 30, 2009 shall be grandfathered and continue to receive District paid family coverage under the terms of this Agreement.

13.4 Part-time Employees – Subject to the eligibility requirements of the carrier, all part-time employees are eligible for insurance as per partial year employees on a pro rata basis.

Transition: Waterbury-Duxbury part-time employees receiving full-time health benefits prior to October 6, 2004 will not have their benefit reduced unless they terminate coverage and then re-enroll.

13.5 Upon proof of comparable health insurance, eligible employees electing not to participate in the health insurance benefit, may request payment in lieu of insurance. Full-time employees shall be paid: Harwood - \$500.00; Moretown – 15% of the cost of single coverage; Waterbury-Duxbury - \$700.00; eligible part-time employees electing not to participate in the health insurance shall be paid a pro rated sum equivalent to their FTE. The regulations of the carrier will define eligibility. The sum in lieu of insurance will be an annual option for eligible employees, who must make such election prior to June 1 of the preceding school year on a form available from the Superintendent. Payment disbursements will be made in either one or two installments. An employee so electing payment in lieu of insurance who then seeks to reverse his/her decision during the health plan benefit year may do so subject to the regulations of the carrier. Prior to such enrollment, such employee shall make pro-rated restitution to the District of any payment(s) in lieu of. Such restitution shall be made in a single payment (not through payroll deduction). New employees who are also eligible for insurance will also be offered this option (on a pro-rated basis if working a partial election year).

13.6 The Board shall provide employees term life insurance in the amount of \$10,000 per employee.

13.7 Disability Insurance

A. Employees shall be entitled to coverage under a long-term disability insurance plan pursuant to the regulations, terms and conditions of the insurance carrier. Said plan shall provide an eligible employee, on a monthly basis, sixty-six and seven tenths percent (66.70%) of said employee's salary up to a maximum payment of Six Thousand Dollars (\$6,000). Said disability plan shall have a ninety (90) calendar day elimination period and will provide benefits pursuant to the plan.

B. The Board shall contribute one hundred percent (100%) of the premium cost of this long-term disability insurance plan.

C. Notice of disability shall be given by the employee to the Superintendent as early as determinable. An employee who is disabled shall be allowed to continue in the employee's regular employment as long as the employee is medically able to perform the employee's full and regular duties. It shall be the right of the Superintendent to require periodic medical certification, in writing, from the employee's physician attesting to this fact. At such time as the employee is certified by the employee's physician as no longer able to continue working, the employee shall be entitled to go on sick leave, which may be concurrent with the ninety (90) day elimination period.

D. Once an employee has been receiving long-term disability benefits pursuant to this Article for a period of nine (9) consecutive months or the end of the school year (August 25 – June 20), whichever is greater, said employee shall no longer be considered an employee of the District, unless doing so is precluded by federal/state law.

13.8 Dental Insurance – Full Year full-time employees. The Board shall provide at the option of the employee a single plan of dental insurance coverage. Employee contributions to the premium cost of this plan shall be as follows: Harwood – 0%; Moretown – 0%; Waterbury-Duxbury – 20%. Employee contributions towards the premium cost of dental insurance shall be paid via automatic payroll deduction.

Transition: Harwood Union High School Partial Year employees enrolled in the District's dental insurance plan on June 30, 2010 shall be grandfathered and continue to receive their existing dental benefit subject to the terms of this Agreement.

13.9 Transition: Harwood Union custodial and secretarial employees eligible and enrolled in the District's optical insurance on June 1, 2010 shall be grandfathered and the Board shall pay the premium for such eligible employees.

**ARTICLE XIV  
LEAVES**

14.1 Employees shall receive sick leave at the following rates:

- A. Full year staff members - All full year employees shall be entitled to twelve (12) paid sick leave days per year, accumulating to a maximum entitlement of ninety (90) days.

Partial year staff members - All school year employees shall be entitled to ten (10) paid sick leave days per year, accumulating to a maximum entitlement of ninety (90) days.

Transition: Harwood employees who were employed on July 1, 2006 and who have excess of ninety (90) days on June 30, 2010 shall be entitled to retain those excess days up to a maximum accumulation of 150 days.

Transition: Waterbury-Duxbury employees will be credited on July 1, 2009 with the number of comprehensive leave days he/she had remaining on June 30, 2009.

- B. A physician's certification may be required for any temporary or permanent medical disability. Employees who are utilizing paid sick leave shall apply for long-term disability insurance at the earliest appropriate date and shall convert from sick leave to insurance coverage upon the completion of the ninety (90) calendar day elimination period provided by the insurance policy.
- C. The use of sick leave shall only be for bona fide illness of the employee or his/her family, or to cover medical appointments. After the use of five (5) or more consecutive days, or the Building Administrator or the Superintendent has reason to believe the abuse of sick leave, the Building Administrator or Superintendent may require medical verification of the need for such sick leave. Following the receipt and review of medical evidence and verification for statutory leave, the Superintendent may require the employee to submit to a medical examination by a physician or other health care provider of the Superintendent's choice and at the expense of the District.
- D. An employee returning from leave will be restored to the employee's former position, or a comparable position. No salary increment shall be given for any school year in which the employee has worked less than ninety (90) days. Individuals on sick leave or disability status are subject to reduction in force under the terms of Article 6.

- 14.2 Absence without loss of pay will be honored by the Administration for religious holidays provided, and only if, attendance at school on such days would inhibit or prevent the employee in the practice of his/her religion. In the instance of any question over the application of this provision, the employee's clergyman shall be considered the proper authority for resolution. In all instances of absence for religious holidays advance notice shall be given by the employee to the Principal at least forty-eight (48) hours before such absence.
- 14.3 Five (5) days bereavement leave without loss of pay will be approved by the building administrator for each death in the Employee's immediate family which will include spouse, child, sibling, parent, grandparent, in-laws, other person living in the employee's household. The Superintendent in his/her discretion may grant extended bereavement leave for other relationships or an extended bereavement leave.
- 14.4 **Personal Leave**  
Personal leave up to the following amounts without loss of pay will be granted for leaves for personal, legal, business or family matters which cannot be reasonably accomplished outside of normal working hours: Harwood – full-year and partial employees – up to two (2) days; Moretown full year employees – up to four (4) days; Moretown partial year employees – up to two (2) days; Waterbury-Duxbury full-year employees – up to four (4) days; Waterbury-Duxbury partial year employees – up to three (3) days. Prior notice and request will be given at least 24 hours in advance to the principal. Such leave will be in addition to any other leave provided in this Article. Personal leave will not be utilized for remunerative activities or for recreation or to extend any vacation or holiday period. Personal leave will not accumulate from year to year. Waterbury-Duxbury employees will be paid for unused personal leave days at the rate of pay consistent with the daily wage paid for a substitute employee.
- 14.5 **Jury Duty**  
Leave will be granted for jury duty. At the District's request, the District and the employee shall file a letter with the court requesting that jury duty be deferred to a time when school is not in session. The School District will compensate an employee on jury duty for that difference between the jury person's fees received and the regular pay which the employee would have received had he/she been at work. The employee will retain moneys paid for mileage. A maximum of 15 days of paid leave, as defined herein, will be allowed for jury duty. Such leave is non-cumulative.
- 14.6 **Military Leave**  
A. The Board shall comply with the requirements of federal and state law, including the Uniformed Services Employment and Reemployment Rights Act, for employees eligible for military leave. The Board shall comply with the provisions of federal and state law regarding leaves of absence and employee reinstatement.

B. When an employee or the spouse of an employee is called to active military duty for a period that will require more than sixty (60) continuous days away from home, the employee shall be entitled to utilize up to three (3) additional personal leave days (beyond the entitlement provided in Article 14.3) to attend to settling personal matters arising as a result of being activated. To be eligible the employee must provide written notification to the Superintendent as early as possible, and if not utilized, these additional personal leave days shall NOT be eligible for compensation as unused days at the end of the school or fiscal year.

14.7 Professional Leave

Up to two (2) days of paid professional leave may be granted at the discretion of the Building Administrator for attendance at workshops, conferences, seminars, or other professional activities which will further District goals and/or the employee's job assignment.

14.8 Leave of Absence

A leave of absence, with or without pay, may be granted to employees at the discretion of the Board. An employee granted a leave of absence shall be entitled to maintain the same position he or she held at the time the leave commenced, if available, or to a substantially equivalent position. During the period the employee is on leave, he or she may purchase health insurance coverage under the district plan, provided he or she pays the full premium in monthly installments in advance of the due date. An employee on leave must notify the Building Administrator in writing by March 1<sup>st</sup> of his/her intent to return for the following school or fiscal year.

All accrued benefits to which an employee was entitled at the time leave commenced will be restored to the employee upon return from such leave. An employee on leave will be given the opportunity to be involved in necessary planning for the forthcoming year, provided he/she notifies the Building Administrator of the desire to be involved, in writing, at the time his/her leave commences.

14.9 Statutory Leave

Statutory Leave: To the extent that the following statutory provisions are applicable to the Board, the Board shall comply with the requirements of the Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("PFLA"). Leave pursuant to each of these Acts shall be provided according to the Board's policies and practices, so long as the Board policies and practices are in accordance with these Acts and the terms of this Agreement. Pursuant to these policies and practices, whenever an employee is entitled to and/or 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 PFLA for the same occurrence, both the leave provided pursuant to the Agreement and that which is provided pursuant to the FMLA/PFLA will be provided concurrently. All other matters regarding the administration of leave provided pursuant to the FMLA and the PFLA shall be as provided by the District's policies and practices,

so long as the Board policies and practices are in accordance with these Acts and the terms of this Agreement.

In accordance with the provisions of 15 V.S.A. Chapter 23 and 18 V.S.A. Chapter 106, a party to a civil union shall be included in any definition or use of the terms “spouse”, “family”, “dependent”, “next of kin”, and other terms that denote a spousal relationship as those terms are used in the leave provisions of this Agreement.

14.10 An employee who is absent due to a work related disability which is covered by Worker’s Compensation Insurance may, during the period he/she is covered by the sick leave provisions of this Agreement, receive his/her full salary and have deducted from his/her sick leave one-third (1/3) day for each day of absence. Worker’s Compensation benefit checks, while the employee is covered by the sick leave provisions of this Agreement, shall be endorsed to the School District.

14.11 Transition: Any Harwood support staff employee who has had continuous employment (or employment interrupted only by authorized leaves of absence) in the school district for at least ten (10) years, upon termination in good standing, shall receive a payment for one-fourth (1/4) of his/her accumulated sick leave days at the rate of compensation being received at the time. In the case of death, the employee’s estate shall receive the payment. Payment shall be paid to the employee in one lump sum in the last paycheck of his/her employment in the district.

This provision (14.11) and the entitlement to payment for unused sick leave will sunset on June 30, 2011, which means that the maximum number of sick days available for buyout payment will be frozen at the number of accumulated sick leave days earned on June 30, 2011 for those employees who are fully vested (“vested”) on June 30, 2011. Shortly after June 30, 2011, employees vested in this benefit will be notified by the Superintendent’s office of the maximum number of sick days available and a record placed in their personnel file. Thereafter, in accordance with the terms of 14.11 a vested employee shall receive payment for accumulated sick leave at the time of his/her separation from employment.

14.12 Transition: The following language will sunset on June 30, 2011: Any Harwood employee may donate up to three (3) sick days to another Harwood employee. Such donation must be in writing to the Administration. Upon notice, the Administration will reduce the number of sick days allotted to the donor and shall credit the person assigned.

## **ARTICLE XV HOLIDAYS AND VACATIONS**

15.1 Holidays –

Full Year – Paid holidays for Full Year Employees are as follows:

Harwood: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year’s Day, Memorial Day, Independence Day, and four (4) floating holidays.

Moretown: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, day after Christmas, New Year’s Day, President’s Day (floating), Town Meeting Day, Memorial Day, Independence Day, Bennington Battle Day, Martin Luther King Day.

Waterbury-Duxbury: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year’s Day, Town Meeting Day, Memorial Day, Independence Day, one (1) floating holiday.

Partial Year – The holidays for Partial Year Employees are:

Harwood: Thanksgiving Day, day after Thanksgiving, Christmas Day, and New Year’s Day.

Transition: “Extended year” employee employed on June 30, 2010 receives one (1) floating holiday in addition.

Moretown: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, day after Christmas, New Year’s Day.

Waterbury-Duxbury: Labor Day, Thanksgiving Day, day after Thanksgiving, Memorial Day.

Floating holidays. All floating holidays must be scheduled in advance with the employee’s supervisor. The supervisor has the right to limit the number of persons taking a floating holiday on a particular day. Employees are not permitted to string together floating holiday time to create extended term absences. A floating holiday break is considered to be the equivalent of the employee’s workday schedule.

If a paid holiday falls on a weekend or a day that school is in session, the Superintendent shall designate the day the holiday is observed. Employees shall not be required to work on these holidays.

15.2 Vacation – Full-time full-year employees shall receive paid vacation leave as follows:

Harwood:

0 – 2 years	10 work days
3 – 14 years	15 work days
15 – 25 years	20 work days
25 or more years	25 work days

Moretown:

0 – 5 years	.833 days/month (10 days annually)
6 – 10 years	1 day/month (12 days annually)
11 – 15 years	1.25 days/month (15 days annually)
16 – 20 years	1.5 days/month (18 days annually)
21 – 24 years	1.75 days/month (21 days annually)
25 years or longer	2.08 days/month (25 days annually)

Waterbury-Duxbury:

1 – 5 years	10 days
6+ years	10 days plus (1) additional day for each year of service in excess of five years, up to a maximum of twenty (20) days.

Earned vacation days may be taken at any time during the year (July 1 to June 30) provided the vacation time has been previously approved by the Building Administrator. Vacation days which have been accumulated but not used may be carried over to the end of the following July. Vacation days are not cumulative and may not be carried forward to the following fiscal year.

**ARTICLE XVI  
COMPENSATION**

- 16.1 Employees will be paid in biweekly installments reflecting the total hours worked beginning with the first School District payday after the employee commences employment. Employees shall have the option to elect direct payroll deposit into the banking institution of his/her choice.
- 16.2 Upon request, a payroll deduction in the following areas will be honored:
- Health and accident insurance;
  - Tax sheltered Annuities as authorized by WSSU;
  - Credit Union membership;
  - Dental Insurance;
  - Section 125 Plan.
- 16.3 No newly hired employee will be paid more than a current employee with comparable years of experience and credentials in the job classification as defined in Article 6.

**ARTICLE XVII  
CONTRACT NEGOTIATION PROCEDURES**

- 17.1 Notification — The Association or the Board will notify the other party in writing, of its intention to negotiate a successor agreement no later than October 1 of the contract year preceding the date of expiration of this Agreement. Said notice will be sent to the Superintendent of Schools or the President of the Association as the designated agent of the respective party.

- 17.2 Schedule — A mutually agreeable schedule and meeting place for the first bargaining session will be decided upon within thirty (30) calendar days after the above-referenced notification. Procedures for negotiations and for the resolution of impasse shall be defined in Title 21 V.S.A., Chapter 22, which is hereby adopted and incorporated into this Agreement by reference.
- 17.3 Mediator/Fact Finder — The costs for the services of a mediator and/or fact finder, including per diem expenses and his/her actual travel and subsistence expenses will be shared equally by the Board and the Association.

### **ARTICLE XVIII NO STRIKE/NO LOCKOUT**

The Board and the Association subscribe to the principle that differences will be resolved by peaceful and appropriate means without interruption of work during the term of this agreement. Neither the Association nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Board. During the term of this Agreement, neither the Board nor its agents for any reason will authorize, institute, aid, or promote any lockout of employees covered by this agreement.

### **ARTICLE XIX GENERAL**

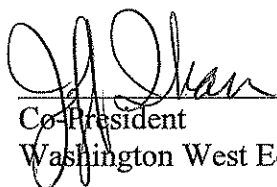
- 19.1 Severability - If any provision of this agreement or any application thereof to any employee or group of employees is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Within ten (10) days after such holding, the parties will agree upon a date to meet for the purpose of renegotiating the provisions(s) affected.
- 19.2 Complete Agreement - This Agreement incorporates the entire understanding of the parties on all matters, which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.
- 19.3 Fair Practices.
- A. The Association agrees to maintain its obligation to represent all employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, gender, sexual orientation, or marital status and to represent equally all employees without regard to membership or participation in, or association with, the activities of any employee organization.

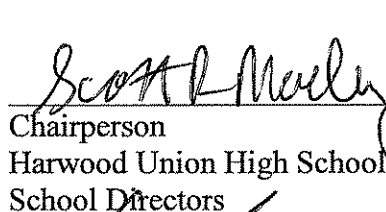
B. The Board agrees not to discriminate against employees on the basis of race, disability, age, creed, color, national origin, gender, gender identity, marital status, sexual orientation, or membership or participation in, or association with, the activities of any employee organization or any other legally protected status. No grievance involving an alleged violation of this provision may proceed beyond Step 3 of the grievance procedure in this Agreement.

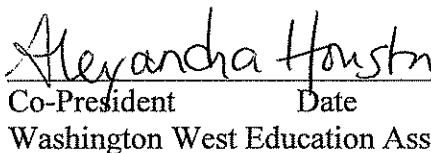
**ARTICLE XX  
DURATION**


The provisions of this Agreement shall be effective as of July 1, 2009 and shall continue and remain in full force and effect until June 30, 2011. Said Agreement shall automatically be renewed and shall 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 no later than October 1, prior to the expiration date or any successor anniversary date thereof of its desire to reopen this Agreement and to re-negotiate over terms of a successor agreement.

IN WITNESS WHEREOF, the parties herunto set their official signature.

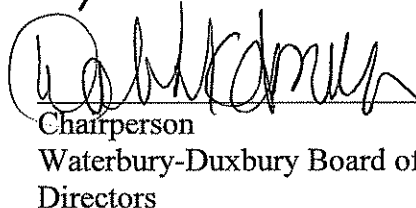
 11/1/10  
Co-President Date  
Washington West Education Association

 10/20/10  
Chairperson Date  
Harwood Union High School Board of School Directors

 11/2/10  
Co-President Date  
Washington West Education Association

 10/20/10  
Chairperson Date  
Moretown Board of School Directors

 11/1/10  
President  
Harwood Education Association

 10/19/10  
Chairperson Date  
Waterbury-Duxbury Board of School Directors

Appendix A – WAGES

The hourly wages of returning employees shall be adjusted as follows:

- July 1, 2009 – 1.9% increase to the hourly wage inclusive of all increases.
- July 1, 2010 – 1.9% increase to the hourly wage inclusive of all increases.

Support Staff new to the district will have their experience and education evaluated by the Superintendent. Salary placement will be consistent with that of current support staff with comparable education and experience in that school district. No new hire will be paid a higher rate than a current staff in the same position in the school district with equivalent experience and education.

Minimum pay rates are as follows:

**Harwood Union School District**

Minimum Base Wages for new Employees (all Categories) \$ 9.00

**Waterbury-Duxbury Union School District**

Minimum Base Wages for new Employees

Food Service	\$ 8.75
Cook	\$ 9.00
Custodian	\$ 9.00
All Other Categories	\$ 9.30

**Moretown School District**-Minimum Base Wage for new employees

Rate without BA	\$11.81
Rate with a BA+	\$12.16