

**AGREEMENT**

**PATRICIA A. HANNAFORD REGIONAL TECHNICAL SCHOOL DISTRICT**

**AND**

**ADDISON COUNTY EDUCATORS ASSOCIATION ACEa AND PATRICIA A. HANNAFORD CAREER  
CENTER EDUCATORS SUPPORT PERSONNEL ESP UNIT**

**Effective July 1, 2022 to June 30, 2025**

## TABLE OF CONTENTS

	ARTICLES	PAGE (S)
	NOTICE OF ARBITRATION	1
	PREAMBLE	1
<u>ARTICLE I</u>	RECOGNITION	1
<u>ARTICLE II</u>	DEFINITION	1-2
<u>ARTICLE III</u>	PROCEDURE FOR NEGOTIATION OF A SUCCESSOR AGREEMENT	2
<u>ARTICLE IV</u>	ASSOCIATION RIGHTS	2-3
<u>ARTICLE V</u>	GRIEVANCE PROCEDURE	3-5
<u>ARTICLE VI</u>	CONDITIONS OF EMPLOYMENT	5-9
<u>ARTICLE VII</u>	LEAVES	9-11
<u>ARTICLE VIII</u>	VACATION AND HOLIDAYS	11-12
<u>ARTICLE IX</u>	INSURANCE	12-14
<u>ARTICLE X</u>	EMPLOYEE DISCIPLINE/EVALUATION	14-15
<u>ARTICLE XI</u>	MISCELLANEOUS PROVISIONS	15
<u>ARTICLE XII</u>	SALARIES/WORK YEAR	16-17
<u>ARTICLE XIII</u>	NO STRIKE-NO LOCKOUT	17
<u>ARTICLE XIV</u>	MANAGEMENT RIGHTS	17
<u>ARTICLE XV</u>	COMPLETE NEGOTIATIONS	17
<u>ARTICLE XVI</u>	DURATION	18
<u>ARTICLE A</u>	SALARY SCHEDULE	19-20

## **NOTICE OF ARBITRATION**

In accordance with 12 V.S.A. § 5652(b), the Board and the Association understand that this Agreement contains an agreement to arbitrate grievances. 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 V.

### **PREAMBLE**

This Agreement is made and entered into by and between the Addison County Educators Association ACEa, ESP unit - Patricia A. Hannaford Career Center Education Support Personnel Unit (hereafter "Association") and the Patricia A. Hannaford Regional Technical School District Board of Directors (hereafter "Board"). This Agreement sets forth the salaries, benefits, and other terms and conditions of employment of all members of the bargaining unit.

### **ARTICLE I RECOGNITION**

**1.1** The Board recognizes ACEa, ESP Unit as the exclusive representative of a bargaining unit composed of all persons who have completed their initial probationary period and employed by the Board as paraprofessionals, maintenance workers, custodians, groundskeepers, and secretaries for purposes of collective bargaining pursuant to Title 21, Sections 1721-1734 of the Vermont Statutes Annotated (excluding all confidential and supervisory positions). As used herein the term "Association" is understood to refer to both the Hannaford Support Staff bargaining unit and its exclusive representative, ACEa, ESP Unit.

**1.2** Unless otherwise indicated, the persons in the above unit will be referred to herein as "employee," "employees," or "members of the bargaining unit." Reference to male employees will include female employees and reference to female employees will include male employees where such inclusion would be appropriate.

**1.3** Employees who work at least twenty (20) hours per week on either a full-year or school-year basis shall be members of the bargaining unit and entitled to rights and benefits as set forth in this Agreement.

### **ARTICLE II DEFINITIONS**

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

**a. Full-Year Employees:** Employees hired by the Board for fifty-two (52) weeks per year, whether on a full

(i.e., at least 32.5 hours per week) or part-time (i.e., at least twenty (20) hours per week) scheduled basis.

**b. School-Year Employees:** Employees hired by the Board to work during the school year, whether on a full (i.e., at least 32.5 hours per week) or part-time (i.e., at least twenty (20) hours per week) scheduled basis. It is understood that some school-year employees' work year may begin before the student year and may be extended after the student year.

Nothing herein shall be construed to prohibit a school-year employee from agreeing with the Board to work in his or her position outside the employee's work year at the regular rate of pay. Nothing herein shall be construed to prohibit a school-year employee from agreeing with the Board to work in any other position outside the work year; and when such position is seasonal, nothing herein will preclude the Board and the employee from negotiating and agreeing on the appropriate rate of pay for such employment.

### **ARTICLE III** **PROCEDURE FOR NEGOTIATION OF A SUCCESSOR AGREEMENT**

**3.1** The Association agrees to notify the Board of its intent to negotiate a successor Agreement no later than October 1st of the year immediately preceding the expiration date of this Agreement. In the absence of such notification the terms of the existing Agreement shall carry over for an additional school year.

**3.2** During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. Consistent with Vermont Statutes the Board shall make available such public records as may reasonably be deemed necessary for developing constructive proposals.

**3.3** Despite the reference in this Article, the Board and the Association each shall have the right to act by committee, or by designated representatives, whether or not members, for each party.

**3.4** The Board and the Association will, at the first meeting, mutually agree on the negotiating procedure to be followed.

### **ARTICLE IV** **ASSOCIATION RIGHTS**

**4.1** The Board agrees that every employee in the unit has the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other activities of mutual benefit, or to refrain from such activities. The Board agrees that it will not discriminate against any employee with respect to hours, wages or any other terms or conditions of employment by reason of his/her membership or non-membership in the Association or its affiliates, or by reason of the employee's participation in any legal activities of the Association or its affiliates.

**4.2** The Board agrees to deduct from employees' salaries dues for the Association, the Vermont-NEA, and the National Education Association as said employees individually and voluntarily authorize said deductions. Money shall be transmitted to the treasurer of the Association on the same schedule as the teachers, and the Association shall disburse such monies to the appropriate Association or Associations. Authorizations shall be in writing and copies shall be provided to the School Board. Agency fees shall be paid in accordance with state statute in a manner similar to dues deduction. The Association shall have the full responsibility for notifying the School District of the amounts for each employee to be deducted for each membership year. The School District shall cause such amounts to be deducted in substantially equal installments throughout the school year. The Association shall have the full responsibility for notifying the School District in advance of any changes in the dues deductions, and that the employee has agreed to the change.

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

**a.** Should a vacancy occur within the district, either through the creation of a new position or a vacancy in an existing position, and should there be no one on layoff status who is eligible for recall to said position, the vacancy shall be posted and in each District building in a central location for a minimum of ten (10) days. Nothing herein shall be construed to limit the Board's authority and discretion to solicit applicants from outside the bargaining unit.

**b.** When school is not in session the Superintendent shall mail a copy of the job opening notice on the day it is posted, to the local bargaining unit representative at his or her home address. The Association shall provide the Superintendent with the name and address of the representative who should receive the notice.

**c.** In the case of a position becoming vacant within six (6) weeks of being filled, the posting requirements shall not be in effect and the administration may fill the position without additional notification.

**d.** The Association shall be notified of all new job openings and changes in job descriptions that result in salary adjustments.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

#### **5.1 Definition**

**a.** A grievance shall be a claim by an employee, employees or the Association that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.

**b. Time Limits:** All time limits consist of weekdays (excluding holidays observed by the District). In computing any period of time prescribed or allowed under this contract the day of the act, event or occurrence from which the period of time begins to run shall not be included.

## **5.2 Association Representation**

An employee shall have the right to representation by the Association in the processing of a grievance. Nothing contained in this Agreement shall be construed as limiting the right of any employee having an employment concern to discuss the matter informally with her or his supervisor and have the concern adjusted without intervention of the Association, provided that any adjustment is not inconsistent with the terms of this Agreement.

## **5.3 Procedure**

No grievance will be considered timely unless it is filed within twenty (20) calendar days after the alleged occurrence of the act(s) upon which it is based or after the grievant knew or should have known of the alleged occurrence which gave rise to the grievance, and unless it has been filed within all time limits stipulated at each step of this grievance process. Notwithstanding the foregoing, a grievance concerning dismissal shall be filed at Step 3 within five (5) days. All time limits set forth herein may be extended by the mutual agreement of the parties.

All grievances shall be in writing and shall briefly describe the factual basis of the grievance, identify the section(s) of the contract alleged to have been violated, and set forth the requested remedy.

In the event that a supervisor fails to schedule a meeting or provide a written answer to a grievant in accordance with the timelines set forth in the appropriate step of the grievance procedure, the Association and/or the grievant shall have the right, in its sole discretion, to advance the grievance to the next step of the grievance procedure.

**Step 1:** An employee shall present the grievance to his or her immediate administrative supervisor. The supervisor will arrange for a meeting within five (5) days after receipt of the grievance, if necessary or requested. The grievant and/or the Association's representative shall be present at the meeting. The supervisor shall provide the parties with a written answer within eight (8) days after the meeting, unless the parties mutually agree to a different schedule. Such answers shall include the reasons upon which the decision is based.

**Step 2:** In the case of a grievance concerning dismissal for cause, or if the grievance continues following receipt of the Step 1 decision, the grievance shall be filed with the Superintendent within five (5) days. The Superintendent shall arrange for a meeting with the grievant and the Association to take place within five (5) days after receipt of the grievance, if necessary or requested. Upon conclusion of the meeting, or if no meeting is requested the Superintendent will submit a written answer to the employee within ten (10) days.

**Step 3:** If the grievant is not satisfied with the disposition of a grievance by the Superintendent, then the employee shall, within ten (10) days, submit the grievance to the School Board. The School Board shall schedule a hearing, if requested, within fifteen (15) days of receipt of the grievance. The hearing shall be

conducted in executive session. The School Board will issue its written decision within ten (10) days following the hearing.

**Step 4:** If the grievant is not satisfied with the disposition of the grievance at the Board step, or if the time allowed for response has expired without the issuance of the Board's written answer, then the Association may submit the grievance to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If a demand for arbitration is not filed within thirty (30) days of either vent described above, the grievance will be deemed dropped. If there is a request and the Board fails to respond to the request, the arbitration will proceed upon the factual and legal basis upon which the Board considered it at the last step of the grievance procedure.

**5.4** The parties will cooperate in the investigation of a grievance and supply each other with any relevant data necessary for the processing of the grievance.

**5.5** No reprisal or other adverse action shall be taken by the Board, the school administration or the Association against any employee because of his or her good faith participation in this grievance procedure.

**5.6** The Association's grievance representative may, with the grievant's written consent, proceed under the terms of this process in the representation of any employee. However, no grievant will be required to formally participate in the grievance process or to informally engage in discussions relating to the grievance if the Association's representative has not been given a reasonable opportunity to be present.

**5.7** All documents and written communications (other than those which gave rise to the grievance), which deal with the processing or outcome of a grievance may be placed in the grievant's personnel file.

**5.8** Each party shall bear the full costs of its representation in any arbitration. The cost of the arbitration and AAA shall be divided equally between the parties.

## **ARTICLE VI**

### **CONDITIONS OF EMPLOYMENT**

**6.1** Each new full-year employee shall have a probationary period of six (6) months, and each school-year employee shall have a probationary period of six (6) months. A new full-year or school-year employee is a person who, upon the signing of this contract, has worked less than six (6) months respectively, since being hired, or an employee hired on or after the signing of this contract. Employees shall be evaluated prior to the end of their initial probationary period, and decisions regarding retention shall be based upon that evaluation. Nothing herein shall be construed to limit the authority of the Board or Superintendent to terminate an employee prior to the end of their initial probationary period. An employee's initial probationary period may be extended for an additional six (6) months (full-year employee) or six (6) months (school-year employee) by the mutual agreement of the parties.

**6.2** New employees may be eligible for benefits during their probationary period in accordance with

the conditions of eligibility imposed by any benefits provider.

**6.3 a.** Except as stated in Article 6.3b, employees shall not be disciplined, suspended, terminated or reduced in pay without just cause. A grievance concerning an employee's termination shall be filed directly at Step 3.

**b.** Employees who are within their probationary period may be terminated or non renewed without just cause.

**6.4** Employees may be required to work overtime. Normally, overtime will be authorized and requested by the immediate administrative supervisor. Employees who perform self-assigned overtime under emergency conditions shall provide their supervisor with details of the work performed and the reason for such self-assigned overtime within forty-eight (48) hours of the event or occurrence. Except as otherwise stated herein, prior approval by the employee's immediate supervisor is required for all overtime work. Employees shall receive overtime compensation or compensatory time off at time and one-half for all hours actually worked in excess of forty (40) hours in any given week. When an employee is called into work he or she shall receive a minimum of two hours' pay at one and one-half times their regular rate of pay.

**6.5** Employees may be required to pass a physical (medical) examination as a condition of initial or continuing employment. Physical examinations which are required as a condition of initial or continuing employment shall be conducted by a physician or health service designated by and paid by the Board.

**6.6** Work in addition to an employee's regular schedule will be assigned equitably. Employees will be given as much advance notice as possible under the circumstances when they are assigned overtime.

**6.7** Each employee shall be given a copy of her or his job description at the time of employment. If employees may be required to lift heavy objects or carry students as a regular part of their employment, their job description shall reflect that fact.

**6.8** If school is canceled on a regularly scheduled school day for inclement weather, physical plant emergency, or school-wide illness, and that day is not made up by the end of the school year and causes a school year employee to have worked for less than the number of employment days, the employee shall receive his/her regular rate of pay for such canceled days, the total paid to each employee not to exceed the regular rate of pay for said number of school days. Employees shall not be requested or required to work under conditions which constitute an undue threat to their health or safety. The parties agree to abide by the maxim "work now, grieve later."

**6.9 Custodians and Maintenance Workers**

**a.** Custodians and maintenance workers shall be assigned to a regular work shift which shall not be changed for the purpose of avoiding overtime. It is understood between the parties that regular work shifts may be



changed during school vacation periods.

b. All custodians and maintenance workers shall be assigned a one-half (1/2) hour lunch period, without pay, and two (2) fifteen (15) minute rest periods, with pay, each work day.

#### **6.10 Paraprofessionals**

a. Paraprofessionals will have a half-hour unpaid duty-free lunch period per day, scheduled between 11:00 a.m. and 1:45 p.m. Each paraprofessional may have two (2) ten (10) minute rest periods each day, with pay, to be scheduled by agreement between the paraprofessional, the teacher, and the *Director*. In the case of an individual paraprofessional, special circumstances may require that the paraprofessional be on-call during lunch period. In such a case, the requirement will be included in the job description and the paraprofessional will be paid for the lunch period. If a supervisor requests a paraprofessional to work during the duty free lunch period, the paraprofessional shall be paid at the normal hourly rate of pay for such time or at overtime rates if applicable.

b. If the Administration requires a paraprofessional to attend a faculty meeting, in-service training, or workshop outside his or her normal workday, the paraprofessional shall be paid at the normal hourly rate of pay or overtime rate if applicable for such time. The Board shall pay any workshop registration and workshop fees. Annually the Board will provide training opportunities to support staff on two days designated as in-service days; the length of the training offerings on these days may vary depending on the nature of the workshop. The training will be appropriate to the work responsibilities and needs of the staff. The administration will meet with the Association each year to identify training needs and to discuss the best means of presenting the training. If the training is offered during an individual's contracted work days and hours, the training will be mandatory; if the training is offered outside an individual's normal work hours, the training will be optional or the employee will be compensated at an appropriate rate of pay.

In addition, the administration will provide support staff members with the opportunity to participate in district-sponsored college courses or workshops, when room exists in such programs and when support staff meet the appropriate pre-requisites for such courses and/or workshops. The cost of participating in such courses or workshops shall be borne by the participant, unless other arrangements are offered by the Board.

c. Support staff who agree to serve as substitute teachers for any class shall receive their regular pay plus ten dollars (\$10.00) per class. No paraprofessional shall be required to substitute if he or she does not wish to do so.

#### **6.11**

a. On or before April 15 of each school year, the Board shall offer a Contract of Employment to each school year bargaining unit member employee, provided however, that no contract offer need be made if the employee has been notified of a layoff or non-renewal pursuant to the appropriate section of this Agreement. A school year employee receiving a contract shall indicate acceptance of the offer by signing and returning the contract, normally no later than three (3) weeks (21 calendar days) after it was postmarked. Failure of a school-year employee to sign and return the document within the specified

period may, at the option of the Board, be accepted as conclusive evidence of non-acceptance of the offer and, in such a case, the position shall be considered vacant. The Board, at the request in writing of an individual employee, may grant an additional fourteen (14) calendar day extension for the return of an individual contract beyond the end of the third week. The superintendent shall promptly notify the Association of the Board's action on the employee's request. Any individual contract issued prior to the conclusion of negotiations for a successor Agreement to this contract shall be made consistent with the terms and conditions of the successor Agreement as finally negotiated between the parties.

**b.** Full-year employees shall be employed on a continuing basis consistent with and subject to the terms of this Agreement.

**6.12** The Board agrees to pay State of Vermont allowable rates per mile for use of personal vehicles on authorized school business.

**6.13** The Board shall provide the equipment necessary to employees, including, but not limited to, custodial/maintenance employees, for all work which they are requested or required to perform by the Board or its agents. Employees shall not be required to borrow or provide at their own expense or on their own time tools and equipment for school employment.

**6.14** The Board retains full authority to determine whether a reduction in force shall be implemented and, if so, the positions which will be reduced. Upon implementation of a reduction in force, employees will be notified of layoff in reverse seniority order, within the following categories:

- (a) Maintenance
- (b) Custodians (includes groundskeeper and parking lot aide)
- (c) Secretaries (includes receptionists and clerks);
- (d) Paraprofessionals (individual, classroom, planning room, library)

In implementing this seniority-based system of reduction in force, the parties agree to the following principles:

**a.** Certain positions require unique training and/or prior experience that may not be transferable through a brief pre-employment initiation. In such cases, the employee in that position may, at the discretion of the administration, be shielded from layoff during a reduction. Positions requiring such protection shall be identified by the administration and communicated to the Association prior to the implementation of a

reduction in force. The Association may appeal such a determination to the Board within ten (10) days of receiving written notification. The Board shall review the appeal and shall make a final determination that shall not be subject to the grievance process (Article V).

**b.** If a custodian takes a maintenance position, the custodian shall retain the seniority accrued as a custodian. In the event of a reduction-in-force, a maintenance worker with custodial experience may bump

a custodian with less seniority, but may not bump a maintenance worker who has more seniority as a maintenance worker.

c. The Board may implement a reduction in force at any time during a contract year by providing the Association and the affected employee with thirty (30) days notice.

d. Employees shall accrue seniority beginning with the most recent date of continuous employment.

e. If an employee whose position was eliminated due to a reduction in force is recalled within one year to the same or similar position, his/her seniority in effect at the time of the reduction will be reinstated as well as accrued sick leave.

**6.15 Professional Development** The Board agrees to budget a sum of \$4000.00 annually to be used for professional development activities of any employee covered by the Agreement. The Board will reimburse each employee for the full credit hour cost of up to 15 credit hours in a five-year period beginning with the first year of reimbursement. An employee may be reimbursed for a maximum of nine (9) credit hours in any one school year. The rate is not to exceed the per credit hour cost at the University of Vermont for the designated semester. Each course must be pre-approved by the Superintendent and must fit the mission and goals of school or necessary for the employee's assignment. Employee must receive a grade in the course of B or better to be eligible for reimbursement.

**6.16** Employees who have worked for fifteen (15) or more years shall be entitled to \$100 per day for any sick, personal, or vacation days up to ten (10) days at the time of separation.

## **ARTICLE VII**

### **LEAVES**

**7.1 SICK BANK:** The Sick Bank is a reserve of days for those support staff members in need of sick days exceeding his/her accumulation. To be eligible to apply for sick days from the bank, a member must donate at least one (1) sick day to the Sick Bank during the school year. Support staff members will notify the administration in writing, of their intent to donate on or before October 1 of each school year. The maximum unused days in the Sick Bank transferred from one year to the next shall be (90) ninety days. Days may be requested only after a member has exhausted their own accumulated days, and no member may be awarded more days than are necessary to meet the disability insurance elimination period. The Sick Bank shall be governed by a committee composed of representatives of the contributing members appointed by the Association. First year employees may join without contributing days for the first year of employment. Decisions of the Sick Bank Leave Committee are final and may not be grieved. The Sick Bank Committee will notify the Administration in writing, of any sick leave awarded to a support staff member from the Sick Bank. Data from the Sick Bank will be maintained by the Administration and an annual report will be made to all parties involved.

**7.2 Sick Leave:** Full-year employees will be entitled to fifteen (15) sick leave days per year.

School-year employees shall be entitled to twelve (12) sick leave days per year. Employees may accumulate unused sick leave from year to year to a maximum of ninety (90) days. Notwithstanding the above, employees who have accumulated sick leave in excess of ninety (90) days under personnel policies in existence prior to this contract shall retain such accumulated sick leave, although they will not be entitled to any additional accumulation while their sick leave balance exceeds ninety (90) days.

**7.3** The Board will provide a statement of the employee's sick leave on or prior to October 1.

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

**7.5** An employee may use up to five (5) of his or her sick leave days for illness in the employee's immediate family. For the purpose of this section, immediate family is defined as the employee's spouse, child, parent, or other member of the household.

**7.6** An employee may be granted, at the discretion of the Superintendent, an unpaid leave of absence for up to one (1) year for health, parental or educational reasons.

Upon return to employment after being granted an unpaid leave for any reason, the employee shall be restored to the same or comparable position occupied before the leave, with all benefits accompanying such position. An employee's service time shall not increase during such leave of absence, unless said leave is necessitated by an occupational injury incurred in employment. For such occupational injury leave, the Board shall continue to pay the insurance premiums the employee was receiving during his/her normal employment. If the leave is granted for any other reason, the employee shall be allowed to continue in the insurance programs, subject to the regulations of the carrier, if he/she pays the premiums at the group rates, in sufficient time for the Board to pay the premiums as they become due.

**7.7** An employee receiving disability income may utilize earned and accrued leave to make up the difference between their disability income and their regular pay.

**7.8** **Personal Leave:** Three (3) days leave of absence per contract year shall be granted for personal, legal, business, household or family matters which cannot be accomplished at any time other than during the employee's workday. A written notice shall be made to the employee's immediate administrative supervisor at least one (1) day before taking such leave. A personal leave day shall not be taken immediately prior to or after a school holiday or vacation for the sole purpose of extending said holiday or vacation.

**7.9** **Emergency Leave:** Subject to the approval of the Director, leave of up five (5) days per occurrence may be taken for death, critical illness of members of the employee's immediate family, e.g. child, stepchild, ward, foster child, spouse or civil union partner, parent or parent of spouse or civil union partner or a domestic partner, for funerals or other emergencies. The leave may be taken without loss of pay at the

time of the emergency, and may be used in addition to and not deducted from applicable sick leave. In the case of emergency leave for the purpose of caring for a critically ill person who falls under the provisions of the Vermont Family Leave Act, the paid leave incorporated here shall be considered as part of the twelve calendar weeks of annual allowable unpaid leave provided for by the Act.

**7.10 Jury Duty:** The district will excuse employees who are called for jury duty without jeopardy to their employment or reduction in their compensation and benefits. Should the employee be eligible to receive compensation for jury duty from the judicial system, he/she will apply for such compensation and make arrangements with the District business office to turn over such compensation, exclusive of meals and mileage allowance, to the school district for those days the employee was on jury duty and was paid by the district. If the employee is excused from jury duty in time to return to the school and work for two or more hours of his/her regularly scheduled duties, he/she will return to the school. The Superintendent may request that an employee request to be excused from service or have the service delayed if the special nature of the employee's qualifications would make it difficult to secure an adequate substitute or if the timing of the jury duty service would be detrimental to the welfare of the student(s) concerned. In such a case, the employee will cooperate with the Superintendent in requesting such a deferral.

## **ARTICLE VIII**

### **VACATIONS AND HOLIDAYS**

**8.1** Paid holidays for full-time, full-year employees shall be determined by the Superintendent on an annual basis. Full-year employees shall receive at least twelve (12) paid holidays per year. Part-time, full-year employees working at least twenty (20) hours per week shall receive holiday pay on a pro rata basis. If an employee is required to work on a designated holiday, the employee shall be compensated for that work at the rate of time and one-half in lieu of holiday pay or, with the approval of the supervisor, shall be provided with compensatory time off, at time and one-half. In addition to other days which may be observed as holidays if so designated by the Superintendent, the following holidays shall be observed:

- (a) New Year's Day;
- (b) Martin Luther King Day;
- (c) Memorial Day;
- (d) July 4, Independence Day;
- (e) Bennington Battle Day;
- (f) Labor Day.
- (g) Thanksgiving Day;
- (h) Day After Thanksgiving;
- (i) Christmas Day;
- (j) Day Before or After Christmas;
- (k) Two additional days (approval with immediate supervisor)

**8.2** Full-time school year employees (Section 2.1b) will receive seven (7) paid holidays at the rate of \$75 per holiday: Thanksgiving, day after Thanksgiving, day before Christmas, Christmas, day after Christmas, New Year's and Memorial Day. Paid holidays will only apply to employees after the three-month probationary period expires. Holiday pay shall be added to the paycheck nearest the holiday.

**8.3** The paid vacation schedule for full-time, full-year employees shall be as follows:

- (a) During the first six (6) months of employment- 0 days
- (b) After completion of six (6) months of employment- 5 days
- (c) After one full year of service- 10 days
- (d) After five years - 15 days
- (e) After ten years- 20 days

Part-time, full-year employees who work at least twenty (20) hours a week on a regular basis shall be eligible for vacation days on a pro rata basis.

**8.4** It is desirable that all vacations be taken when school is not in session; however, the supervisor may grant permission for school time vacations. Employees will make every effort to coordinate their vacation schedules with any major work that has to be done on the buildings and grounds. Vacation time is non-accumulative and arrangements for vacations must be made between the employee and his or her immediate administrative supervisor. Under normal circumstances requests for vacation scheduling shall be made at least one (1) month before the requested vacation is to begin, and shall not be arbitrarily denied.

## **ARTICLE IX** **INSURANCES**

**9.1** The Board will pay the full cost of a group term life insurance policy for all full-time employees. The face value of this policy shall be \$30,000.

**9.2** If an employee covered by this Agreement elects not to receive health insurance coverage offered under the terms of this Agreement, the employee shall receive an annual payment of \$1,000, paid in two installments of \$500 each, to be paid in the last pay period in December and the last pay period in June of each school year. This payment shall be prorated accordingly and the employee is not covered by another policy substantially paid for by the board. Employees electing to receive this payment are required to provide proof of health insurance coverage to the school district.

**9.3** The Board will provide single coverage dental insurance to each full-time employee (school-year or full-year). Employees may purchase dental insurance for their dependents at group rates through a payroll deduction plan.

**9.4 Commission on Public School Employee Health Benefits Commission.**

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

**B.** If an employee elects not to receive coverage under the terms of this agreement and provides proof of alternative group sponsored health insurance from a source other than the board, the teacher

shall receive an annual payment of \$1,000, paid in two installments of \$500 each. The payment shall be issued in the last pay period in December and the last pay period in June of each school year. Part-time employees shall be eligible for the payment in lieu of insurance on a prorated basis.

C. The provisions of this statewide agreement can be found using the following link: [HERE](#).

**9.5** The Board will provide a retirement plan selected by the administration and accepted by the Association. The Board will match an employee's contribution up to a maximum of 3% of an employee's annual gross salary. The benefit will be provided to full-year or school-year employees only after they have accrued two (2) work years of service.

**9.6** The Board will provide disability insurance to all qualified full-time support staff members through a policy purchased from UNUM or from a carrier who offers a comparable policy. Subject to carrier restrictions, the policy purchased by the Board will have an elimination period of 90 days and will provide compensation of 66 2/3% of an employee's basic monthly earnings. The Association will be given the opportunity to meet with the district to review any contemplated change in carrier or policy before such change is implemented.

**9.7** Each support staff employee may choose to have a Section 125 flexible spending account. The Board will pay the cost of the initial set-up and the annual administration of the Section 125 flexible-spending plan.

## **ARTICLE X**

### **EMPLOYEE DISCIPLINE/EVALUATION**

**10.1** The provisions of this Article X specifically apply only to employees who have satisfied their probationary period and shall not be applied to probationary employees.

**10.2** If an employee is asked to attend a meeting with a member(s) of the administration or Board to discuss matters which may adversely affect his or her continued employment, the employee will be entitled to have an Association representative present. The employee will be notified of the time, place and nature of such a meeting as soon as possible.

**10.3** An employee who receives notice of the superintendent's intent to dismiss for cause may request that a meeting before the superintendent be held within three (3) working days of the proposed date of the discharge-charge. In such a case the superintendent shall convene a meeting within three (3) days and provide the employee with the opportunity to introduce evidence or explain mitigating circumstances as to why the dismissal should not be implemented. Following the meeting the superintendent shall make a final decision and inform the employee. If no meeting is requested within three (3) days the superintendent's initial decision to dismiss shall be implemented. This section shall not preclude an employee who is dismissed or otherwise disciplined from filing a grievance under Article V of this Agreement.

**10.4** The employee's supervisor shall do a written evaluation of each employee by January 15. Employees will be given a copy of any evaluation report prepared by their supervisor and will, at their option, be entitled to a

conference to discuss said report within five (5) working days from receipt of the report. No such report will be submitted to the central office, placed in the employee's personnel file or otherwise acted upon without prior conference, if requested. No employee will be required to sign a blank or incomplete evaluation form.

**10.5** Employees will have the right, upon reasonable request, to review the contents of their personnel file, excluding references, and they may receive a copy of any documents in said file at cost. An employee will be entitled to have an Association representative accompany him/her during such review, and the employer shall be entitled to have a representative present at all times.

**10.6** No material derogatory to an employee's conduct, services, character or personality will 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 and will affix his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer will be attached to the file copy.

**10.7** If a complaint regarding an employee is made to any member of the administration by any parent, student or other persons, it will be promptly investigated through the appropriate chain of command and called to the attention of the employee. The employee will be given an opportunity to respond to and/or rebut such complaint(s).

## **ARTICLE XI**

### **MISCELLANEOUS PROVISIONS**

**11.1** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**11.2** Within thirty (30) days after ratification, copies of this Agreement shall be reproduced by the Board and a copy provided to each current employee. The costs of reproducing these documents will be borne by the Board and the Association in equal shares. Each new employee shall be provided one (1) copy of the Agreement within one (1) week of his/her first day on the job.

**11.3** The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement or any other rule, regulation or policy relating to terms and conditions of employment on the basis of race, creed, color, religion, national origin, sexual orientation, age, gender or marital status, or



against a qualified person with a disability. Domicile shall not be a condition of employment for employees covered by this Agreement.

**11.4** 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 life functions that require privacy, and/or that necessitate physical contact on or near a student's genitalia, shall not be required to perform said duties alone. Employees required to perform any of the above mentioned duties shall always be accompanied by another adult to assist with said duties or to serve as a witness to the performance of those duties. The above stipulation shall be made explicit in the job description of employees and communicated orally to them by their supervisors before they assume their duties.

**ARTICLE XII**  
**SALARIES/WORK YEAR**

**12.1** Employees will receive a wage adjustment as follows. Annual wage increases will be calculated on the hourly wage.

Legacy staff (current employees at the top of the scale in 2022) will get the following adjustments:

Year 1 (FY23) – a base increase of \$0.70 (\$30.01) plus a step equivalent adjustment of \$0.65 (= \$30.66);

Year 2 (FY24) – The legacy base of \$30.66 plus \$0.76 applied to the legacy base (= \$31.42);

Year 3 – The legacy base of \$31.42 plus \$0.74 applied to the legacy base (= \$32.16).

All other staff will be eligible for both a base increase and a step increase for each year of the agreement. For example, someone on step 10, column A in FY22 (\$19.56), will get a base increase of \$0.70 for FY23 (\$20.26) plus the step of \$0.65 (\$20.91 – Step 11). For FY24, the base increase will be \$0.76 (\$21.67) plus the step of \$0.65 (\$22.32 – Step 12). For FY25, the base amount will be \$0.74 (\$23.06) plus the step of \$0.65 (\$23.71 – Step 13).

A Two Column Schedule, is attached as Appendix A. For paraprofessionals and secretaries, those having a high school diploma or equivalent shall be placed in Column A and those having an Associate's Degree or higher shall be placed in Column B. All custodians will be placed in Column A.

A new hire shall be placed on the appropriate salary scale based upon their education and experience. No new hire shall start at a wage greater than an existing employee with similar education and relevant experience.

On or before October 1 of each year, the administration shall distribute to the Association a copy of the placement of each employee on the step schedule (with information on education (if applicable), hire date, wage, and step and column placement). If an employee believes any information on the placement is incorrect, that person shall have until November 1 to notify the person specified by the administration of the discrepancy. After that date, all step schedule placements shall be final for that school year.

a. For those employees who have received an unsatisfactory performance review, the designated administrator may withhold or postpone a wage adjustment by notifying the employee in writing of the reasons for the poor performance review and the improvements which must be made in order to attain a satisfactory performance review. Notification of a postponement or withholding of a wage adjustment will be made by the administrator on or before the same date when contract notification must be rendered (April 15).

While the employee's wage adjustment is being held, the employee's supervisor will do a monthly, written evaluation documenting improvements in performance or lack thereof. An employee's wage adjustment can be withheld for a maximum of (90) ninety workdays without moving for dismissal. Wage adjustment will be granted to the employee upon performance improvement as determined by the employee's supervisor.

b. An employee whose wage adjustment has been withheld or postponed for poor performance may appeal the administrator's decision to the Superintendent by requesting such an appeal within 14 calendar days of receipt of the written notification of poor performance and wage decision by the administrator. The Superintendent shall hear the employee's appeal within seven (7) calendar days of receipt of the employee's appeal request, and shall render a decision to uphold, reverse or amend the administrator's decision within seven (7) calendar days of the appeal meeting with the employee. The Superintendent's decision on the appeal shall be final

**12.2** Salaries shall be paid in biweekly installments beginning with the first payday for year-round employees which falls after the beginning date of the employee's period of service. Normally, paydays shall be every other Friday. During the school year, when a payday falls on or during a school holiday or vacation, employees shall receive their paycheck on the last previous working day, subject to regulations of the Internal Revenue Service.

### **ARTICLE XIII** **NO STRIKE - NO LOCKOUT**

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

### **ARTICLE XIV** **MANAGEMENT RIGHTS**

**14.1** Unless limited by specific provisions of this Agreement or by provisions of law, the Board retains

the full right and authority to manage and efficiently operate the School District.

**ARTICLE XV**  
**COMPLETE NEGOTIATIONS**

**15.1** This Agreement constitutes the entire agreement of the School Board and the Association arrived at as a result of collective bargaining negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement. This Agreement may not be modified, in whole or in part, except by mutually agreed further collective bargaining and, as a result of such bargaining, an instrument in writing signed by both parties.

**15.2** The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XVI**  
**DURATION**

**16.1** This contract shall take effect July 1, 2022 and shall remain in effect through June 30, 2025. The Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other no later than October 1st before the expiration date or any anniversary thereof, of its desire to reopen this Agreement and to negotiate over terms of a successor Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 16<sup>th</sup>

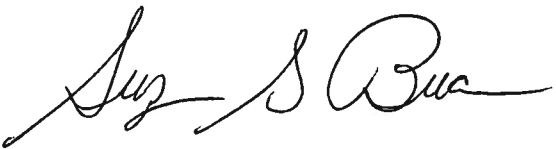
day of June 2022  
(Month and Year)



Patricia A. Hannaford Regional  
Technical School District Board



Teachers Association (Education  
Support Personnel Unit) ESP Unit



**APPENDIX A  
(SALARY SCHEDULES)**

Patricia A. Hannaford Regional Technical School District  
Salary Schedule for period July 1, 2022- June 30, 2023

65 cent intervals Plus \$.70 on Base FY 2022/2023 (7/1/22 - 6/30/23)		
Step	Column A	Column B
1	14.41	16.17
2	15.06	16.82
3	15.71	17.47
4	16.36	18.12
5	17.01	18.77
6	17.66	19.42
7	18.31	20.07
8	18.96	20.72
9	19.61	21.37
10	20.26	22.02
11	20.91	22.67
12	21.56	23.32
13	22.21	23.97
14	22.86	24.62
15	23.51	25.27
16	24.16	25.92
17	24.81	26.57
18	25.46	27.22
19	26.11	27.87
20	26.76	28.52
21	27.41	29.17
22	28.06	29.82
23	28.71	30.47
24	29.36	31.12
25	30.01	31.77

Patricia A. Hannaford Regional Technical School District  
 Salary Schedule for period July 1, 2023- June 30, 2024

65 cent intervals Plus \$0.76 on Base <b>FY 2023/2024</b> <b>(7/1/23 - 6/30/24)</b>		
Step	Column A	Column B
1	15.17	16.93
2	15.82	17.58
3	16.47	18.23
4	17.12	18.88
5	17.77	19.53
6	18.42	20.18
7	19.07	20.83
8	19.72	21.48
9	20.37	22.13
10	21.02	22.78
11	21.67	23.43
12	22.32	24.08
13	22.97	24.73
14	23.62	25.38
15	24.27	26.03
16	24.92	26.68
17	25.57	27.33
18	26.22	27.98
19	26.87	28.63
20	27.52	29.28
21	28.17	29.93
22	28.82	30.58
23	29.47	31.23
24	30.12	31.88
25	30.77	32.53

Patricia A. Hannaford Regional Technical School District  
Salary Schedule for period July 1, 2024- June 30, 2025

65 cent intervals Plus \$0.74 on Base <b>FY 2024/2025</b> <b>(7/1/24 - 6/30/25)</b>		
Step	Column A	Column B
1	15.91	17.67
2	16.56	18.32
3	17.21	18.97
4	17.86	19.62
5	18.51	20.27
6	19.16	20.92
7	19.81	21.57
8	20.46	22.22
9	21.11	22.87
10	21.76	23.52
11	22.41	24.17
12	23.06	24.82
13	23.71	25.47
14	24.36	26.12
15	25.01	26.77
16	25.66	27.42
17	26.31	28.07
18	26.96	28.72
19	27.61	29.37
20	28.26	30.02
21	28.91	30.67
22	29.56	31.32
23	30.21	31.97
24	30.86	32.62
25	31.51	33.27

**APPENDIX A NOTE:** No step movement occurred for the FY20 contract year, and no step movement occurred for the FY21 and FY22 contract years since \$0.70 was added to the base for FY20 and FY21 with \$0.75 added to the base for FY22. All employees as of July 1, 2022 (FY23 contract year) at any particular

step will have three (3) more years of experience than is reflected in their contract step. Any new employee with comparable experience will be placed on a step at or lower than current employees. For example, a new hire with 10 years of experience will be placed on step 8 rather than step 11. The difference between experience credited and step placement will be three (3) years. Any new employee with more than twenty-five (25) years of experience will be placed no higher than Step 25.