

# **AGREEMENT**

**BETWEEN**

**THE**

**WINOOSKI BOARD OF SCHOOL TRUSTEES**

**AND THE**

**WINOOSKI EDUCATION ASSOCIATION**

**Instructional Assistant Unit**

**JULY 1, 2011**

**through**

**JUNE 30, 2014**

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**FOR**  
**INSTRUCTIONAL ASSISTANT UNIT**

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## PREFACE

### ACKNOWLEDGMENT OF ARBITRATION

In accordance with 12 VSA §562(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 here.

### ARTICLE 1.0 – RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative with respect to wages, hours and conditions of employment for a unit of all support staff who work under the job categories listed in Appendix A who work twenty (20) or more hours per week during the school year, but excluding temporary employees, including, but not limited to; those positions listed in Appendix A of this agreement. Unless otherwise stated, persons employed in the above unit will be collectively referred to as “support staff.” All employees represented by this Agreement are affected and bound by the provisions of this Agreement.

### ARTICLE 2.0 – DEFINITIONS

**2.1 DEFINITIONS:** The words and phrases used in this Agreement shall be defined as set forth in this Article unless otherwise noted by this Agreement.

- a) **Instructional Staff:** Instructional Staff are those persons employed to fulfill the job description listed as Appendix A

**2.2 FULL-YEAR EMPLOYEES:** Employees who are normally scheduled to work a minimum of thirty-five (35) hours per week, twelve (12) months per year, will be **full-time full-year** employees. A full year employee who works greater than twenty (20) but less than thirty-five (35) hours per week shall be considered a **part-time full-year employee**.

**2.3 SCHOOL-YEAR EMPLOYEES:** Employees, who are normally scheduled to work a minimum of thirty-five (35) hours per week during the school year for a minimum of 180 days, will be considered full-time school-year employees. Employees who are normally scheduled to work twenty (20) or more hours, but fewer than the number of hours worked by a full-time school-year employee, will be considered part-time school-year employees.

**2.4 TEMPORARY EMPLOYEES:** Employees who are normally scheduled to work fewer than ninety (90) days per year or work fewer than twenty (20) hours per week will be considered temporary employees and will not be included in the bargaining unit.

**2.5 PROBATIONARY PERIOD:** The term “probationary period” as used in this Agreement shall refer to the first thirty (30) working days of employment beginning from the most recent date of hire to a regular bargaining unit position. **During this time, no benefits (paid time off, insurances, etc.) will be allowed until the employee has satisfactorily**

**completed the probationary period.** Within ten (10) days of the end of the probationary period, an employee shall receive notice of whether he/she has successfully completed probation. The probationary period may be extended by mutual consent of the Association and the Board. An employee who does not consent to extend his/her probationary period beyond the 30 working days understands that the district may act to terminate his/her contract. The second probationary period, if served, must begin immediately after the end of the first period.

## **ARTICLE 3.0 - RIGHTS OF THE ASSOCIATION**

**3.1 USE OF FACILITIES AND EQUIPMENT:** The Association will have the right to use facilities and equipment that are normally located for staff use within the school, as well as school audio-visual equipment, at reasonable times and upon appropriate request and permission of the Superintendent, provided that such use does not interfere with the teaching of pupils or interrupt normal school operations. Any cost of material, or for repair or replacement as the result of use of equipment and facilities, will be borne by the Association.

Duly authorized representatives of the Association, with the permission of the Superintendent, will be permitted to transact official business on school property at all reasonable times, provided that this will not interfere during school hours with the teaching of pupils or assigned duties, or interrupt normal school operations. The Association will have the right to use the staff lounges for the posting of notices of its activities and matters of Association concern provided that no matter be placed in the staff lounges which is derogatory of any school personnel or detrimental to the best interest of the District. The Association may use the employees' mailboxes for communication to employees provided that the above-mentioned safeguards are followed.

**3.2 MEETING TIME:** Association members who have assigned duties after normal school hours will be able to attend Association meetings, at no detriment to themselves, so long as their duties are covered and their supervisor so informed.

## **ARTICLE 4.0 - MANAGEMENT RIGHTS**

In recognition of the fact that the laws of the State of Vermont rest responsibility in the Board for the quality of education and the efficient and economical operation of the District, except as specifically and directly modified by expressed language in a specific provision of this Agreement or by laws of the State of Vermont, the Board retains all rights and powers that it has, or may hereinafter be granted by law, and may exercise such power.

## **ARTICLE 5.0 - PROTECTION OF STUDENTS AND EMPLOYEES**

**5.1 EMPLOYEE RESPONSIBILITY:** The employees recognize that in cases of emergency the health, safety and well being of students are their prime responsibility and that they must act accordingly. However, after the safety of the students has been assured, the employees shall not be required to place themselves in jeopardy (e.g. a bomb scare or situations involving armed or otherwise violent persons).

**5.2 WORKING CONDITIONS:** Employees will not be required to work under conditions which constitute an imminent threat to their health and safety when such a threat is established by local, state and/or federal health or safety officials. However, this provision shall not be construed as a guarantee of health or safety to any employee.

**5.3 WEATHER:** When schools are closed due to severe weather conditions, instructional staff employees whose work is dependent on student and/or faculty attendance will not be required to report to work on that day, (This includes student services assistants and the structured learning center staff).

## **ARTICLE 6.0 - LAYOFFS, RECALL, POSTINGS AND TRANSFERS**

### **6.1 LAYOFFS**

6.11 The Board shall retain the sole and exclusive right to determine when and to what extent it is necessary to lay off employees because of budgetary considerations, program changes, reorganization, abolition of positions, enrollment changes or unforeseen circumstances. The determination as to whether layoffs will be made and to what extent they will be made shall remain with the Board.

6.12 In the event that the Board determines, for any reason, it is necessary to reduce the number of employees (FTE) covered by this Agreement, said reduction will be accomplished as follows:

- a) For employees with less than three (3) years of service the following factors shall be used: seniority, demonstrated ability and special qualifications. All three factors shall be considered equally. However, when all factors are equal, seniority shall be the deciding factor.
- b) For employees with three or more years of service, said reductions will be accomplished on a seniority basis within job categories; that is, the employees with the most seniority will be retained. However, an exception to this procedure will exist when the layoff has an impact on positions requiring special training and/or qualifications when such training/qualifications are not held by senior staff or cannot be attained within a timeframe appropriate to the needs of the District. In such an exception, the Board shall take into account the following factors in deciding who shall be laid off: seniority, demonstrated ability and special qualifications.

6.13 Employees who are laid off will be given at least thirty (30) calendar days written notice by the District of the impending layoff and the opportunity to meet with an appropriate administrator to discuss the reasons for the layoff.

### **6.2 RECALL**

6.21 If there is a vacancy in a position covered by the bargaining unit, laid off employees who are qualified to perform the work in question will be recalled in seniority order. Employees shall retain the right of recall for a three (3) year period from the date of lay off which shall be considered September 1st of the year in which the layoff occurs.

6.22 Notice of recall shall be given by telegram or CERTIFIED mail to the last address given by the employee to the school district. A copy of the notice of recall will also be given to the Association President. The employee must respond and be available for work within ten (10) days of receipt of the notice or forfeit all recall rights.

### **6.3 SENIORITY LIST**

Prior to December 15 of each school year, the Superintendent shall provide to the Association lists indicating the seniority status of all unit employees for the applicable classification and category.

### **6.4 JOB POSTINGS**

Employees will be informed about all support staff job openings within the bargaining unit. The vacancy will be posted in the employee lounges of both schools and all support staff will be notified via e-mail of any new positions. A copy of said notice will be provided to the Association President.

### **6.5 TRANSFERS**

6.51 Members of the bargaining unit who apply for openings within the support staff ranks will be considered for voluntary transfer into such positions.

6.52 If an opening exists for support staff for which an employee affected by lay off qualifies, he/she will be given the opportunity to request transfer to that position. In no instance shall the request of an employee be construed to mean that said employee is given automatic transfer.

6.53 An involuntary transfer notice or reassignment will be made only after a meeting between the employee and the appropriate administrator, at which time the employee will be notified of the reasons therefore. The employee may at his/her option have representation from the Association at any such meeting.

## **ARTICLE 7.0 - JUST CAUSE**

Except for probationary employees, no employee shall be disciplined, suspended or discharged except for just cause. Discipline shall be in writing.

## **ARTICLE 8.0 - GRIEVANCE PROCEDURES**

Any claim by the Association or an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, a violation of an employee's or employees' rights to fair treatment, or a violation of any established policy or practice that implements terms of this Agreement, will be a grievance.

**8.1 TIME LIMITS:** All time limits consist of school days, except when a grievance is submitted on or after June 1. Then, time limits will consist of seven (7) days of the week, so that the matter may be resolved before the close of the school term or as soon as possible thereafter. School days, for the purposes of the grievance procedure, will mean employee employment days.

**8.2 ASSOCIATION REPRESENTATION:** The Board will recognize a grievance representative selected by the Association in each building, and an Association grievance committee, any one of whom may function as a grievance representative for employees covered under terms of this Agreement. In addition to the aggrieved individual, the Association grievance representative will be notified in writing and shall be present for any

meetings, hearings, appeals, or other proceedings relating to a grievance that has been normally presented. One Association representative will be designated for a particular grievance. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor, and having the grievance adjusted without intervention of the Association, provided the Association has been notified and the adjustment is not inconsistent with the terms of this Agreement.

**8.3 PROCEDURE:** The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved administrator to resolve problems through free and informal communications. When requested by the employee, a grievance representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the employee or the Association, then a grievance might be processed as follows:

- 8.31 Step 1: The employee(s) or the Association will present the grievance within fifteen (15) days from the date the event which gave rise to the grievance occurred, or fifteen (15) days from when the grievant knew or should have known of such event. The grievance will be presented in writing to the immediately involved administrator, who will schedule a meeting to take place within ten (10) days after receipt of the grievance. The administrator will provide the aggrieved employee(s) and/or Association representative with a written answer on the grievance within ten (10) days after the meeting. Such answer will include the reasons upon which the decision was based.
- 8.32 Step 2: If the grievance is not resolved at Step 1, the Association or the employee(s) may refer the grievance in writing to the Superintendent or his/her official designee within ten (10) days after receipt of the Step 1 reply. The Superintendent will arrange for a meeting with the representatives of the Association's grievance committee and/or the aggrieved employee(s) to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party will have the right to include in its representation such witnesses and counselors, as it deems pertinent to the grievance. Upon conclusion of the meeting, the Superintendent will have ten (10) days in which to provide his/her written decision to the Association and/or employees.
- 8.33 Step 3: School Board: If the employee(s) or the Association is not satisfied with the disposition of the grievance at Step 2, or the Step 2 time limit expires without the Superintendent's answer, the grievance will be on the agenda of the next regular School Board meeting, or at a special meeting. Within ten (10) days following the meeting, the School Board will have its answer in writing to the grievant and the President of the Association and the Association representative.
- 8.34 Step 4: Binding Arbitration: If the Association, representing the grievant, is not satisfied with the Step 3 decision, or if the time limits at Step 3 expire without the issuance of the Board's written decision, and provided the grievance derives directly from an application or interpretation of a specific provision of this contract, then the Association representing the grievant may submit the grievance to final and binding arbitration, under the Voluntary Labor Arbitration Rules. If a request for arbitration is not filed within ten (10) calendar days of the date required for the Board's reply at Step 3, then the grievance will be deemed to be withdrawn.

The person of an arbitrator will be selected by mutual agreement between the Board or its designated representative and the Association or its designated representative, unless the Association indicates in writing a desire to be disassociated from the

appeal. If the Association so indicates, agreement upon the person of an arbitrator will be between the Board and the grievant. Should the parties be unable to agree upon an arbitrator within ten days from the request for arbitration, then an arbitrator will be requested by the Association within ten (10) days from the American Arbitration Association under the Voluntary Arbitration Rules. If not so requested, the grievance will be deemed to be withdrawn.

The arbitrator will have no power to alter the terms of this Agreement. However, the arbitrator is empowered to include in any award such financial reimbursements or other remedies as he/she judges to be proper, excluding punitive damages.

Each party will bear the full costs of its representation in arbitration. The cost of the arbitrator and the American Arbitration Association fees will be divided equally between the parties. Should either party request a transcript of the proceedings, that party will bear the full cost of such transcript. If both parties desire transcripts, then the cost of the two transcripts will be divided equally between both parties.

**8.4 ADMINISTRATION OF PROCESS:** The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level after formal filing, and no employee will be required to discuss any formal grievance if the Association's representative is not present.

Provided the Association and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving an administrator above the building level may be filed by the Association at Step 2, and grievances involving staff reduction will be filed by the Association at Step 2 also.

No reprisals of any kind may be taken by the Board, the school administrator, or the Association against any employee because of his/her participation or non-participation in the grievance procedure.

The Board, the administration, and the Association will cooperate with one another in the investigation of any grievance. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants. No grievance will be processed or heard during assigned working hours without specific consent from the administration.

It is the intent of the Board, the administration, and the Association that no minor child be involved in the filing, processing, or hearing of any grievance unless prior written consent from a parent or legal guardian has been received by the office of the Superintendent, and further that all parties will mutually agree to any child's involvement. Such agreement will not be unreasonably withheld.

Forms for the filing of grievances will be made available at the Board's expense. No grievance will be considered unless it is presented in the manner set forth in the procedure agreed upon. However, in the event that new facts are obtained that were not previously known to the aggrieved employee(s) but which, if they had been known, might have influenced the disposition of the grievance, the presentation of such information to the parties in interest will constitute grounds to re-open the grievance procedure at the level at which it had been terminated. Further, in the event that a decision has not been rendered in a grievance or the decision has not been implemented or has been violated, the presentation of



such evidence to the parties in interest will constitute grounds to re-open the grievance at the level at which it had been terminated. A grievance may be withdrawn at any level without establishing precedent.

## **ARTICLE 9.0 - CONDITIONS OF EMPLOYMENT**

**9.1 JOB DESCRIPTIONS:** Job descriptions for each bargaining unit position will be developed by the Board and will be in compliance with the Elementary Secondary Education Act (ESEA) regulations. Each employee will be provided a copy of his/her job description at the time of employment. Job descriptions will be reviewed biennially by the Board or the Board's designee.

### **9.2 PERSONNEL FILES/EMPLOYEE DISCIPLINE:**

- 9.21 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 could result in other disciplinary action, then 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 reasonable notice prior to a meeting with the Superintendent, Principal, or other Supervisor. This provision shall not apply to a supervisor's right to promptly discuss an unsatisfactory occurrence. Employees shall receive prior written notice forty-eight (48) hours in advance of a meeting with the School Board.
- 9.22 Prior to the imposition of formal discipline, in any case where the administration 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.
- 9.23 No material derogatory to an employee's conduct, services, character or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had a chance to review such material and will affix his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. If the employee fails or refuses to so sign, then such failure or refusal may be noted on the materials, and the materials may then be placed in the personnel file. The employee shall have the right to respond in writing to such materials filed and such responses will be included in the employee's personnel file.
- 9.24 Employees will have the right at reasonable times to review the contents of their personnel file and they may receive a copy of any documents reviewed. This shall not preclude the Superintendent from maintaining other documentation or information regarding references or pre-employment verification outside the personnel file. An employee will be entitled to have an Association representative accompany him/her during such review.
- 9.25 Once every two (2) years, an employee may request the removal of documents from his/her personnel file that he/she believes are obsolete or otherwise inappropriate for retention. Such request will be submitted to the Superintendent in writing and the Superintendent may grant or deny such request, in whole or in part, at his/her discretion.

### **9.3 SUPERVISION AND EVALUATION:**

9.31 Supervision – Supervisors will meet on a regular basis with each Instructional Assistant for planning and sharing in-put/feedback regarding the students on the employee’s caseload. Such meetings are in addition to meetings for the purpose of employee evaluation and will occur at a minimum of once per month as well as prior to the first day of the student’s school year.

9.32 Evaluation - Any method of formal evaluation will be defined and described, in writing, and shall be made known in advance to the individual to be evaluated. All monitoring or formal observation of the work performance of an employee will be conducted openly and with the full knowledge of the individual.

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 ten (10) 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.

9.33 Each employee in the bargaining unit shall be under the supervision of a designated supervisor who shall customarily assign and supervise the employee’s work. It is, however, understood that anyone higher in the chain of command than the supervisor shall have the right to assign work to the employee in the absence of said designated supervisor.

**9.4 COMPLAINTS:** Any complaint used to discipline an employee will be reduced to writing, will be signed by the complainant, and will be promptly investigated and brought to the attention of the employee. This will not limit the right of the District to provide comments to employees regarding performance.

**9.5 EQUIPMENT AND TRAINING:** The Board will provide the equipment necessary to employees, along with training for all such equipment, for all work which they are requested or required to perform by any supervisor(s).

**9.6 HANDBOOKS:** Instructional Assistant handbooks will be updated annually prior to the first day of school, by a committee consisting of a supervisor, one employee or other appropriate individual selected by the supervisor, and one employee selected by the Association. Handbooks will be distributed to all Instructional Assistants prior to the first day of school.

**9.7 MENTOR PROGRAM:** The Association agrees to work with the Principals to establish a mentor program for each employee new to the district. Said program will be tailored to the needs of the individual new employee. Mentors will serve without extra compensation and such assignment will be appropriately documented to the affected parties. Assignment of mentors will be mutually agreed to by the Association President and the Principal.

**9.8 EMPLOYMENT:** Consistent with all other terms of this Agreement, including Article 6.0 - Layoffs, school year employees will be re-employed by the district for successive fiscal years. Employees will receive notice of re-employment by May 1<sup>st</sup> and shall indicate acceptance of the offer by signing and returning said employment contract by May 15<sup>th</sup>.

Failure of a school-year employee to respond may, at the option of the board, be accepted as conclusive evidence of non-acceptance of the offer, and in such instance the job shall be considered vacant. Employees will be notified in writing by June 15 regarding assignments for the next school year. However, changes in assignment may be made after such date if circumstances arise occasioned by unforeseen conditions not caused by the Board.

## **ARTICLE 10.0 - LIFTING ASSESSMENT**

When an employee's assignment includes activities such that he/she may have to lift forty (40) pounds, or more, the Board may request a physical examination or lifting assessment. Such examination or assessment shall be limited to the employee's capacity to do the required lifting. The District shall pay in full for said examination or assessment. When an instructional staff employee is physically incapable of doing the required lifting he/she will be re-assigned. Employees who are required to lift or carry any persons or objects weighing in excess of forty (40) pounds as a regular and routine part of their employment will be so notified.

## **ARTICLE 11.0 – WORK YEAR/DAY**

The normal work year for Paraeducator-Instructional Assistants shall be one hundred eighty one (181) days to include four in-service days as assigned by the respective principal. The normal workday shall be seven (7) hours exclusive of the lunch period.

This agreement recognizes that the District may employ some Instructional Assistants for part-time services.

All Instructional Assistants will be granted no less than thirty (30) minutes of uninterrupted, unpaid time for lunch at times designated by the supervisor when lunch is normally taken. All duty assignments shall be assigned to staff with an attempt by the administration to make such assignments as equitable as possible.

For the life of this Agreement, the work hours of the Instructional Support Staff shall be stated in Appendix A of the Agreement and shall not be changed without negotiations with the Association.

## **ARTICLE 12.0 – LEAVES**

**12.1 APPLICATION:** All employees who are "full time, school year employees" as defined in Article 2.0 Definitions, Section 2.3 School Year Employees will be eligible for leaves as set forth below. The term employee shall be used to identify these "full time, school year employees" in this Article.

**12.2 SICK LEAVE:** Employees will receive nine (9) days of sick leave during the first year of employment following the thirty (30) day probationary period. No sick leave will be granted during the probationary period. Said nine (9) days shall be pro-rated for employees who work less than a full school year, one hundred eighty-one (181) days in 11/12. In year two of employment, and all subsequent years, employees will receive thirteen (13) days of sick leave.

- 12.21 **FAMILY SICK LEAVE:** Employees will have the option of using up to thirteen (13) days of the allotted available sick leave for illness in their immediate families. Immediate family will be defined as: spouse, children, dependents, parents, parents-in-law, grandparents and siblings, or any other person recommended by the Superintendent and agreed upon by the Board.
- 12.22 **ACCUMULATIVE SICK LEAVE:** All unused sick leave will be cumulative to a total of One-hundred (100) days, except that the number of family sick days will not be cumulative but will be limited to a maximum of thirteen (13) days per school year. Upon the recommendation of the Superintendent and the approval of the Board, at their discretion, additional days of sick leave may be granted where and if there are grave extenuating circumstances.
- 12.23 **CERTIFICATION:** If any employee is absent from work for more than three consecutive days, the reason may be required to be certified by a physician at the discretion of the Superintendent. This certificate may be sent directly to the Superintendent's Office via the Principal's Office with the first subsequent payroll report. For extended absences, the Superintendent may require additional certificates from the physician.
- 12.24 **SICK LEAVE BUY-OUT:** In recognition of years of service to the district, and at retirement, any employee who has served the district for a period of at least 20 consecutive years will be granted a one time payment equal to \$25.00 times the number of accumulated sick leave days up to the maximum number of days provided in this contract. The employee must notify the board on or before November 1<sup>st</sup> of the year prior to the school year of retirement.

**12.3 PERSONAL LEAVE:** Employees shall be entitled to one (1) days leave of absence for personal business and matters that cannot be conducted while school is in session during the first year of employment and two (2) days in year two and all subsequent years. Should the nature of the leave be private, the reason need not be divulged. No personal leave will be granted during the thirty (30) day probationary period.

12.31 No personal leave need be granted at the following times:

- 1) Prior to and including the first week of the school year;
- 2) One day prior to or immediately following school vacations;
- 3) During the final week of the school year.

The first week of the school year will be the first five (5) days students are in attendance and the last week will be the last five (5) days students are in attendance.

12.32 In emergency situations, the Superintendent may grant an additional one (1) personal day.

12.33 The Superintendent may grant additional personal leave for religious observances with Board approval. Any personal days taken for religious observance purposes will not be restricted by the three conditions set forth above.

**12.4 BEREAVEMENT LEAVE:** In the case of death in the immediate family (immediate family is defined in the sick leave provisions of this Agreement), the employee will be

granted up to five (5) days of leave per occurrence which will include the day of the funeral and any necessary travel time.

**12.5 STAFF DEVELOPMENT LEAVE:** The Superintendent at his/her discretion may grant staff development leave that will benefit the employee and the district. Decisions by the Superintendent regarding such leave shall be final.

**12.6 LEAVES WITHOUT PAY:**

12.61 **MILITARY LEAVE:** An employee who is called to active duty or one who elects to fulfill voluntarily his/her commitment will have the option, if requested in writing prior to the beginning of such duty, of returning to the system. He/she will be entitled to all the re-employment rights under Section 9 of the Universal Military Training and Service Act. Upon returning, his/her wages will be adjusted as if he/she had been in the system that year, unless he/she returns within the same school year.

12.62 **OTHER LEAVE WITHOUT PAY:** At the discretion of the Superintendent, with the approval of the Board, an employee may be granted an unpaid leave of absence for up to one school year for purposes such as:

- Child and/or other family member care
- Academic Study
- Personal health problems
- Activities pertinent to the typical responsibilities of instructional assistants

At the completion of said leave, the employee will return to his/her position provided said position is available or to a substantially equivalent position.

When said leave is for the purpose of “academic study” and/or “activities pertinent to the typical responsibilities of instructional assistants”, the pay rate of any employee granted such a leave, upon return, shall be the same as though the employee had spent the leave period in the District. Employees granted a leave for any other reason should return at the same pay rate he/she was receiving when the leave began.

**12.7 UNAUTHORIZED LEAVE :** Once an employee has used all the leave to which he/she is expressly entitled under this Agreement, additional absences shall require express approval of the Superintendent of Schools. Failure of the employee to obtain such approval prior to using said leave shall constitute grounds for discipline.

**12.8 STATUTORY LEAVE:** To the extent that the following statutory provisions are applicable to the Board, the Board shall comply with the requirements of the Federal 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. Pursuant to these policies and practices, whenever an employee is entitled to and/or granted paid or unpaid sick (disability) leave or family 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. The employee may elect to use up to six (6) weeks of any paid leave which he/she has accrued under the terms of this Agreement during any period of leave provided pursuant to FMLA and/or PFLA. Also, FMLA/PFLA leave will be provided concurrent with Workers’ Compensation benefits where concurrent entitlement exists. 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.

**12.9 JURY DUTY:** All unit employees may serve on jury duty if called upon. The Board shall pay the difference between the jury fees received and the employee's regular pay for the period of the jury duty service. Employees serving jury duty must submit their court documentation stipend to Central Office within one workweek of completion of jury duty. If such documentation is not submitted within one week, the leave will be without pay.

## **ARTICLE 13.0 – PAYROLL DEDUCTIONS**

Payroll deduction plan, currently available to the W.E.A. will continue.

- a) W.E.A./VT-NEA Dues
- b) United Way
- c) Champlain Valley Credit Union
- d) Income protection insurance – Horace Mann & Washington National
- e) Annuities –companies currently in use. A list of approved companies will be maintained in the District Office.
- f) Direct Deposit

Future changes in deduction details should be agreed upon between the Superintendent and the Winooski Education Association. Changes may take place during the contract period.

## ARTICLE 14.0 – WAGES

### 14.1 WAGES:

		2011/12	2012/13	2013/14
	Step	Wage 4%	Wage 3%	Wage 3%
<b>NON AS/BS START AS/BS/ START</b>	0	\$11.93	\$12.29	\$12.66
	1	\$12.40	\$12.77	\$13.15
	2	\$12.63	\$13.01	\$13.40
	3	\$12.85	\$13.24	\$13.64
	4	\$13.10	\$13.50	\$13.90
	5	\$13.36	\$13.76	\$14.18
	6	\$13.63	\$14.04	\$14.46
	7	\$13.90	\$14.32	\$14.75
	8	\$14.18	\$14.60	\$15.04
	9	\$14.47	\$14.90	\$15.35
	10	\$14.76	\$15.20	\$15.66
	11	\$15.07	\$15.52	\$15.99
	12	\$15.38	\$15.84	\$16.32
	13	\$15.69	\$16.16	\$16.65
	14	\$16.01	\$16.49	\$16.98
	15	\$16.32	\$16.81	\$17.31
	16	\$16.63	\$17.13	\$17.64
	17	\$16.94	\$17.45	\$17.97
	18	\$17.25	\$17.77	\$18.30
19	\$17.57	\$18.09	\$18.64	
<b>HIGH NEEDS START</b>	20	\$17.88	\$18.41	\$18.97
	21	\$18.19	\$18.74	\$19.30
	22	\$18.50	\$19.06	\$19.63
	23	\$18.81	\$19.38	\$19.96
	24	\$19.13	\$19.70	\$20.29
	25	\$19.44	\$20.02	\$20.62
	26	\$19.75	\$20.34	\$20.95
	27	\$20.06	\$20.66	\$21.28
	28	\$20.37	\$20.98	\$21.61
	29	\$20.69	\$21.31	\$21.95
	30	\$21.00	\$21.63	\$22.28
	31	\$21.31	\$21.95	\$22.61

**14.2 SUB PAY:** Instructional Assistants will be paid an additional \$40 per day when they substitute teach. This additional stipend shall be prorated for ½ day at \$20 or ¼ day at \$10.

**14.3 INITIAL PLACEMENT:** The District may place any newly hired employee at an initial wage commensurate with the employee's category experience and education necessary to or relevant to the position, provided, however, that no newly hired employee is placed at a wage rate higher than that of a current employee with the same experience and education necessary to or relevant to the position.

**14.4 PAY SCHEDULE:** Employee's salary shall be paid in twenty-two (22) or twenty-six (26) equal installments. Employees will receive notice of request for payment schedule by May 1<sup>st</sup> and employees will notify the central office by May 15<sup>th</sup> of their decision to receive either twenty-two (22) or twenty-six (26) equal installments. If the Central Office is not notified by May 15<sup>th</sup> then the employee will receive twenty-two (22) equal installments for the year.

**14.5 HIGH NEEDS:** "High Needs" Instructional Assistant are those IA's assigned to a student with any of the following disabilities:

- Autism accompanied with aggressive behaviors
- Multi-handicapped accompanied with aggressive behaviors
- Intense medical needs (e.g. feeding tube, tracheotomy, etc.)
- Specialized, skilled services (e.g. American Sign Language)

A current employee who applies for and is appointed to work with a "high needs" student will have the right to return to his/her previous level of assignment and level of pay in the event the student leaves the school district. A candidate (not currently employed in the district) specifically hired to work with a high needs student may have his/her employment contract terminated in the event the student leaves the school district.

## ARTICLE 15.0 – INSURANCE

**15.1 GENERAL:** All insurance benefits will begin on the first day of the month following the probationary period. Insurance during any school year shall be in force for 12 months, or through the month of August following the end of the student year, whichever is the lesser time.

**15.2 HEALTH INSURANCE:** Beginning with the 11/12 school year all plans for all support staff will be part of the VEHI Dual Option or the **BC/BS of VT \$1000 Comprehensive Plus Plan**. Any support staff employee who has a health insurance plan other than VEHI Dual Option in FY07 will be "grandfathered" for the duration of this Agreement and said employee shall pay the contributions for health insurance at the percentages listed below for the plan held.

**FULL YEAR/SCHOOL YEAR EMPLOYEE:**

- a) Effective 7/1/11 employees shall pay 13% of the premium rate for the Dual Option Plan and 0% for the Comp 1000 insurance plan and membership to which he/she is entitled.
- b) Effective 7/1/12 employees shall pay 14% of the premium rate for the Dual Option Plan and 0% for the Comp 1000 insurance plan and membership to which he/she is entitled.
- c) Effective 7/1/13 employees shall pay the same percentage rate for the Dual Option Plan and 0% for the Comp 1000 insurance plan and membership to which he/she is entitled at



the same rate as paid by the teachers according to their negotiated contract for this same period.

Current employees who opt not to be covered by the District's insurance shall receive a payment of \$1,260 in lieu of health insurance to be paid quarterly, beginning on the last pay period in October, January, April and June of the work year. Employees contracted for less than a full year who opt to receive a payment in lieu of health insurance, will be prorated on the basis of their contract. In order to be eligible for this in lieu of health insurance benefit, the employee must provide proof of alternative coverage.

### **15.3 DENTAL INSURANCE:**

FULL YEAR/SCHOOL YEAR EMPLOYEE: The District shall at its expense provide employees single membership in a dental insurance plan. The dental insurance plan shall be the one in force for the 10/11 year, or substantially equivalent.

### **15.4 LIFE INSURANCE:**

The District shall provide and pay for term life insurance coverage of \$30,000 for the first five (5) years of service, with said coverage increasing by \$20,000 after each five years of subsequent service to a maximum of \$90,000. The District will comply and adhere to all IRS regulations and rules regarding life insurance premiums as compensation to an employee and will report in accordance with these regulations.

If the master life insurance policy includes a provision whereby support staff may purchase additional coverage at his/her own expense, the district will make such insurance available. Any such additional coverage will be offered within the conditions set forth by the insurance company. Payment for any such additional coverage shall be by payroll deduction.

### **15.5 PRO-RATION:**

All insurance premium payments shall be pro-rated for those employees who work less than full-time (35 or more hours per week), equal to the percentage of time worked.

**15.6 WORKERS COMPENSATION:** Workers' Compensation issues will be administered in accordance with the provisions of the Vermont workers' compensation statute [21 V.S.A. Chapter 9]. This shall include, by way of example and not limitation, employment reinstatement rights. Whenever an employee is injured while on duty, the employee must notify the principal and file an injury report. During any period of disability between the date of the injury and the date workers' compensation benefits begin, the employee will be allowed to utilize sick leave as provided by this Agreement. Once workers' compensation benefits are provided to the employee, he/she shall not be eligible for any other paid sick leave/disability benefits provided by this Agreement. If workers' compensation benefits are awarded, the District will continue to pay its share of the health insurance premiums provided by this Agreement for up to six (6) months from the date the employee becomes disabled.

## ARTICLE 16.0 – STAFF DEVELOPMENT

**16.1 STAFF DEVELOPMENT FUND:** The District shall annually provide a staff development fund consisting of \$3,000 from available federal and/or state projects. Said funds shall be administered by a Staff Development Committee for the following purposes under the basic goal of improved instruction:

- a) Tuition reimbursement.
- b) Payment of fees and expenses associated with attendance at conferences, meetings, seminars and similar activities.
- c) Support for the facilitation/coordination of locally organized workshops, planning groups or special projects.

**16.2 STAFF DEVELOPMENT COMMITTEE:** The Staff Development Committee shall consist of five members selected as follows:

- Two (2) elected by the John F. Kennedy IA's
- Two (2) elected by the Middle/High School IA's
- One (1) administrator appointed by the Superintendent.

The term of office shall be one (1) year; however, committee members may be reelected. All elections for the Staff Development Committee shall be conducted by the Association. All IA's employed by the District shall be eligible to vote and eligible to serve as members of the committee.

**16.3 ACTION PLAN:** Each year the Staff Development Committee shall present an action plan to the Board of School Trustees at the regular October board meeting that describes how the committee will operate for the school year and how IA's will access the funds. The action plan shall include any forms that will be used and a description of how decisions will be made. Further, the committee shall provide the Board with a full disclosure of all payments made from the fund in January and in June.

**16.4 PROCESS:** The Superintendent's office will make the professional development fund available to the committee through the regular purchase order process. All purchase orders presented to the Superintendent's office for payment shall include:

- a) A bonafide invoice or other appropriate documentation to substantiate the reimbursement of payment.
- b) The signatures of at least three (3) members of the committee.

**16.5 ACCOUNTING:** The Superintendent's office will provide an accounting of the funds expended, encumbered and the balance available upon request by the committee.

**16.6 DECISIONS:** All decisions of the Staff Development Committee shall be final. They shall not be subject to the grievance process contained in this Agreement or further actions of the Board.

## **ARTICLE 17.0 – USE OF VEHICLES**

No current employee will be required to transport students in the regular course of his/her employment. If a new employee is required to drive, such requirement shall be part of the posting and job description. The prospective employee shall notify his/her insurance company of this requirement and the school shall require proof of the fact that the insurance company was notified. An employee who is asked by his/her supervisor to operate his/her own vehicle on school related business should be reimbursed at the prevailing district rate for that school year.

## **ARTICLE 18.0 – NO STRIKE/NO LOCKOUT**

The Association and the Board subscribe to the principle that differences should be resolved by peaceful and appropriate means without interruption to the school program. Therefore, during the life of this Agreement, the Association agrees that there shall be no strike, work stoppage, slow down, or other concerted refusal to perform work by the employees, nor any instigation thereof, and the Board shall not engage in or permit any lockout of employees.

## **ARTICLE 19.0 – GENERAL**

**9.1 NON-DISCRIMINATION:** 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 application or administration of this Agreement or any other rule, regulation, or policy relating to the terms and conditions of employment on the basis of age, race, creed, color, religion, national origin, sex, domicile, marital status, or sexual orientation.

**19.2 DISTRIBUTION OF AGREEMENT:** Copies of this Agreement will be printed at the Board's expense as soon as practicable after the contract is adopted. Printed copies shall be presented to all bargaining unit members and will be given to all new employees within one week of their first day of employment.

## **ARTICLE 20.0 – 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 of application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected.

## **ARTICLE 21.0 – NOTICE TO THE PARTIES**

Any notice to be given by any party to the other under this Agreement will be given by registered or certified mail, telegram, or messenger with addressee signing receipt upon delivery. If given by the Board, said notice will be sent to the President, Winooski Education

Association and if given by the Association, said notice will be sent to the Winooski Board of School Trustees, c/o Superintendent of Schools. Either party, by written notice to the other, may change the address at which future written notices will be given.

## **ARTICLE 22.0 – NEGOTIATION PROCEDURES**

The Board agrees, if the Association is still recognized as the exclusive representative of the employees, to enter into negotiations as prescribed in 21 VSA, Chapter 22 for a successor agreement.

## **ARTICLE 23.0 – EFFECT OF AGREEMENT**

This agreement incorporates the entire understanding of the parties on all matters that will be 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.

## **ARTICLE 24.0 – DURATION**

This Agreement shall become effective July 1, 2011 and shall continue in full force and effect until twelve (12:00) midnight, June 30, 2014. If neither the Board nor the Association give written notice to the other of its intention to negotiate a successor to this Agreement by November 1 of the year prior to the expiration date of this Agreement, this Agreement will automatically be renewed and will continue in full force and effect for additional period of one (1) year.

Any wage increase provided in successor agreement shall be retroactive to July 1 of that agreement unless otherwise mutually agreed upon by the Association and the Board.

In the event the parties have not agreed upon the terms of a successor to this Agreement on or before the expiration date of this Agreement, there shall be no vertical wage step movement provided to employees for the following school year unless and until such movement is expressly agreed upon in writing.

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President – Education Association (W.E.A.)

Date

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President – Board of School Trustees

Date

## APPENDIX A

Instructional Support Staff are employees who fulfill the following job description.

### WINOOSKI SCHOOL DISTRICT WINOOSKI, VT 05404

#### JOB DESCRIPTION

TITLE: Paraeducator-Instructional Assistant (Title I and Special Education).  
QUALIFICATIONS: Must meet NCLBA criteria.  
REPORTS TO: Immediate supervisor as assigned.  
JOB GOALS: To assist in establishing an instructional environment which fosters student success.  
WORK YEAR/DAY: 181 days/7 hours per day

#### PERFORMANCE RESPONSIBILITIES:

1. Assist students as directed by classroom or collaborating teacher.
2. Assist the teacher in devising special strategies for reinforcing learning of skills based on understanding of students, their needs, abilities and interests.
3. Assist the teacher in organizing the physical environment of the room.
4. Help to organize instructional materials as directed by the teacher.
5. Guide students' independent study as directed by the teacher.
6. Report any pertinent information or insights gained about students or curriculum to the classroom and collaborating teachers.
7. Enforce classroom and school procedures, academic and behavioral, established by the teachers and administration.
8. Serve as a source of information and to help any substitute teacher assigned in the absence of the regular teacher.
9. Participate in assigned in-service training.
10. Provide a nurturing environment for all students through praise and encouragement.
11. Help with testing and record keeping as assigned by the classroom or collaborating teacher.
12. Check notebooks, folders, correct papers and assist with the preparation of lessons as assigned by the classroom or collaborating teacher. This includes visual aids, bulletin boards, photo copying, etc.
13. Adhere to strict confidentiality.
14. Attend assigned meetings.
15. All other duties as assigned by classroom or collaborating teacher, or school principal.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED BY BOARD OF SCHOOL TRUSTEES 1/8/91.  
REVISED 12/15/04