

**2024-2027**

**AGREEMENT**

**Between the**

**ORLEANS CENTRAL SUPERVISORY UNION  
LAKE REGION UNION HIGH SCHOOL DISTRICT  
LAKE REGION UNION ELEMENTARY-MIDDLE SCHOOL DISTRICT  
BOARD OF DIRECTORS**

**and the**

**ORLEANS CENTRAL EDUCATION ASSOCIATION  
VERMONT — NEA/VEA**

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## AGREEMENT

This Agreement is made and entered into this 1st day of July, 2024 by and between the Lake Region Union Elementary-Middle School District, Lake Region Union High School District, and Orleans Central Supervisory Union Boards of School Directors (hereinafter referred to as the "Board or Boards") and Support Staff members of the Orleans Central Education Association, affiliated with the Vermont-NEA and the National Education Association (hereinafter referred to as the "Association").

### ARTICLE I — RECOGNITION

- 1.1 The Boards recognize the Association as the sole and exclusive representative for the purpose of collective bargaining, pursuant to Title 21, Section 1721-1734 of the Vermont Statutes Annotated, of a unit consisting of all custodians, maintenance personnel, administrative secretaries, paraeducators, food service personnel, unlicensed assistive personnel, social-emotional learning specialists, and Licensed Practical Nurses (LPN), employed by the Boards, excluding part-time, temporary or seasonal employees. "Part-time" means twenty (20) hours per week or less. Custodial/maintenance seasonal employees means fewer than one hundred (100) working days in any fiscal year.
- 1.2 Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "custodians," "maintenance personnel," "administrative secretaries," "paraeducators," "food service personnel," and "Licensed Practical Nurses (LPN)," unlicensed assistive personnel," "social-emotional learning specialists."
- 1.3 Bargaining unit employees are those who work more than 20 hours per week.
- 1.4 During the term of this Agreement all newly created positions which have not been designated by the District as management, supervisory, or confidential shall be included in the bargaining unit.
- 1.5 Upon written request, the District agrees to meet with the Association and attempt to resolve any dispute over the designation of a new position as management, supervisor, or confidential.
- 1.6 The parties to this Agreement recognize that the duties and work performed by the Unit Members in the bargaining unit described above shall be performed only by Unit Members and shall not be subcontracted or otherwise transferred out of the bargaining unit.

### ARTICLE II — ASSOCIATION SECURITY

- 2.1 The Boards hereby agree that every employee of the Boards has the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective bargaining and other activities for mutual benefit. The Boards will not exercise discrimination or coercion against any member or officer of the Association because of such membership or office.
- 2.2 Whenever an employee is required to appear before the Principal, Superintendent, or the School Board, concerning any matter, which could adversely affect the continuation of employment or salary, the employee shall be given prior written notice of the reason(s) for such meeting or interview before meeting or interview. The employee shall be entitled to have a representative of the Association present to advise and represent the employee during such meeting or interview. The interviewed employee may request in writing the results/decisions of any such meeting or interview.
  - A Any written complaint regarding an employee made to the Principal will be investigated within five (5) working days. Upon receipt of a written complaint, the Principal will notify the employee in a manner that specifies the nature of the complaint. The employee will be given an opportunity to respond to any such complaint within five (5) working days after the Principal has completed the investigation. Mutual agreement pertaining to the complaint must be reached within five (5) working days after the employee's response. If agreement is not reached, Step 1 of Grievance Procedure 3.3 will commence.
- 2.3 Upon receipt of a validly executed written authorization form, the Boards agree to deduct from the authorized dues of the employees covered by this Agreement. Authorizations shall be continuous from year to year until an employee resigns their position with the Board or notifies the Board, in writing, on or

before July 1st, that dues deduction authorization is being withdrawn for the membership year, which commences September 1st. Such deductions shall be made in equal payments throughout the year following membership in the Association. Monies, with a record of the deductions, shall be transmitted to the treasurer of the Association according to a schedule agreed to by the parties. The Association shall submit a roster of all continuous members wishing dues deductions to the Office of the Superintendent of Schools on or before September 1st. Employees who submit membership authorization after September 1st shall have due deductions prorated throughout the rest of the year.

- 2.4** All employees covered under this Agreement shall be notified in writing not later than May 1st of the appropriate contract year if they are to be affected by a reduction in force or layoff. Written notification will be sent at the same time to OCEA (Orleans Central Education Association). Individual contracts will be issued by May 1st of each year and must be returned by May 15 with this exception: error(s) on an individual contract need to be brought to the attention of the Supervisory Union Office, in writing, by May 15. An extension, if necessary, will be granted to the individual until the error(s) is corrected. A contract not returned by the deadline will result in the Board considering the job vacant.
- 2.5** New Employees and Employees receiving Individual Renewal Contracts are expected to review their individual employment contract for accuracy: checking step placement and education level and confirming that figures are accurate according to contract wage schedule; i.e. number of days, number of hours, number of biweekly payments (22 or 26) and rate of pay.

A copy of the Support Staff Contractual Agreement is available via the OCSU website.

### **ARTICLE III — GRIEVANCE AND ARBITRATION PROCEDURES**

#### **3.1 Definitions**

A "grievance is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees based upon the interpretation or application of any of the provisions of this Agreement. An "aggrieved employee is the person or persons and/or the Association making this claim. All time limits specified in this Article III shall mean *working days*.

#### **3.2 Purpose**

The parties acknowledge that it is most desirable for an employee and their immediately involved supervisor to resolve problems through free and informal communications, and such attempts shall be made prior to filing a grievance.

#### **3.3 Procedure**

##### **Level 1**

Within thirty (30) days of the occurrence of the situation from which the grievance arose, the aggrieved employee will present their grievance in writing and meet with the supervisor who made the decision or assignment, which has given rise to the grievance, within ten (10) days of grievance being submitted. The supervisor shall give their answer in writing within four (4) days following this meeting.

##### **Level 2**

If a satisfactory resolution is not arrived at by Level 1, the aggrieved employee may refer the matter, in writing, to the next higher level of supervision. Such referral shall be within ten (10) days of receipt of the answer from the supervisor referred to in Level 1. The next level of supervision will meet with the aggrieved employee and the supervisor shall give an answer, in writing, within ten (10) days of receipt of the referral.

##### **Level 3**

If a satisfactory resolution is not arrived at by Level 2, the aggrieved employee may refer the matter, in writing, to the Superintendent within ten (10) days of receipt of the answer from the previous level of supervision. The Superintendent will meet with the aggrieved employee and give an answer, in writing, within ten (10) days of receipt of the referral.



#### Level 4

If a satisfactory resolution is not arrived at by Level 3, the aggrieved employee may refer the matter to the Board. This referral must be made, in writing, via the Superintendent within ten (10) days of receipt of the answer from Level 3. If the matter is referred to the Board under the provisions of this Article, the Board will meet with the aggrieved employee within ten (10) days following receipt of the grievance. The Board shall present its answer, in writing, within ten (10) days after the meeting.

#### Level 5

The Association may, within the time limits specified in this Article III, request arbitration of any grievance which involves the interpretation or application of a specific term or provision of this Agreement, but only if such grievance has not been settled after being fully processed through the grievance procedure. If the parties are not able to agree on the selection of an arbitrator, such grievance may be referred by either party to the American Arbitration Association for selection of an arbitrator in accordance with its rules and procedures. If the grievance is not referred within thirty (30) days of receipt of the Level 4 answer, it shall be considered settled and shall no longer be subject to arbitration hereunder. Any arbitration hereunder shall be conducted in accordance with such rules subject to the provisions of this Agreement. The parties shall share equally in the compensation and expenses of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties (Association and Boards).

- 3.4 The arbitrator's authority shall be limited to interpreting and applying the provisions of this Agreement and shall have no power to add to or subtract from, alter, or modify any of the said provisions.
- 3.5 Awards or settlements of grievance may or may not be retroactive, as the equities of each case may demand.
- 3.6 No grievance shall be considered under this Article unless it is presented in the manner set forth herein.
- 3.7 Time periods specified in this procedure may be extended by mutual agreement.
- 3.8 Upon selection and certification by the Association, the Board shall recognize an Association grievance committee.
- 3.9 Should either party request a transcript of the proceedings, then that party will bear full costs for that transcript. Should both parties order a transcript then the cost of the two (2) transcripts will be divided equally between the parties.
- 3.10 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the employee's personnel file.
- 3.11 Grievance(s) of a general nature may be submitted to Level 3, and a grievance may be withdrawn at any Level without establishing precedent.
- 3.12 The grievant shall, at all Steps in the grievance procedure, be entitled to be represented by a representative of the Association and to appear with the assistance of such representation, except that at no time shall the grievant, if an employee, be represented by an Administrator of the school. Administration of this article is the responsibility of the Association.
- 3.13 Payment for lost time in the processing of a grievance will be made by the Board through Level 4 of the grievance procedure. Payment for lost time during the arbitration procedure of a grievance will not be made by the Board. However, every effort must be made on the part of both parties to hold such meetings or hearings outside of the employee's workday.

## ARTICLE IV — HOURS AND OVERTIME

- 4.1 The Association agrees to cooperate with the Board in establishing special shifts or hours of work to meet special requirements. The Board agrees that the intentions of the previous sentence will not be used to manipulate overtime hours.
- 4.2 The workday for employees shall consist of no more than eight (8) consecutive hours. The workweek shall consist of five (5) consecutive days, Monday through Friday.
- 4.3 The workday for "night" custodians shall consist of no more than eight (8) consecutive hours, inclusive of a thirty (30) minute lunch break. The workweek for "night" custodians shall consist of five (5) consecutive days, Monday through Friday. The night differential for employees shall be 10%. Nighttime shall be defined as a work schedule that begins at 3:00 p.m. or later and encompasses a minimum of a seven (7) hour shift. The workday for "day" custodians shall consist of no more than nine (9) consecutive hours, inclusive of a one (1) hour lunch break. The workweek for "day" custodians shall consist of five (5) consecutive days, Monday through Friday.
- The workday for administrative secretaries and food service personnel shall consist of no more than eight and one half (8 1/2) consecutive hours; inclusive of a thirty (30) minute lunch break. The workweek shall consist of five (5) consecutive days, Monday through Friday. Should a Saturday become a student day and meal(s) are served, then food service personnel are expected to work at regular pay unless it puts the employee over forty (40) hours then such time shall be paid as time and a half.
- 4.4 Paraeducators/Licensed Practical Nurses, Unlicensed Assistive Personnel, and Social-Emotional Learning Specialists will remain on duty during their scheduled meal break, and this time will be considered part of their scheduled work hours. If employees covered under this article are required to perform work duties during their lunch break, they may take their lunch break at another convenient time during the workday, but employees must coordinate with their supervisor to ensure that coverage is maintained.
- 4.5 Each employee shall be allowed at least two (2) breaks, one prior to the meal break and one after the meal break, per work shift. Each break shall not exceed ten (10) minutes in duration.
- 4.6 Each employee will be scheduled to work a shift with a regular starting and quitting time, except in the case of an emergency.
- 4.7 Current employees of the Boards will be notified by a public posting in individual schools of vacancies and given consideration for any vacancy.
- 4.8 It is agreed that the Board reserves the right to hire and to fix the hours and wages for permanent part-time and/or seasonal employees, as defined in Article 1.1, employed during the regular workweek provided such right does not deprive regular, full-time employees of straight time or overtime pay. This does not preclude the hiring by the Board of part-time employees in an emergency situation. Part-time means twenty (20) hours per week or less.
- 4.9 Any time worked in excess of eight (8) hours per day or forty (40) hours per week will be paid at a rate of one and one-half (1 1/2) times the hourly rate.
- 4.10 It is understood that overtime will be at the direction of the Board(s) or the Administration, and that the above rates will apply for school functions and when the building is rented for other activities. It is further understood that a person working a regular shift is not entitled to overtime pay unless the shift exceeds the limits in Article 4.9. In case of emergency, when prior approval is not feasible, the employee shall call on one of the following: Principal or Superintendent. If after making two (2) phone calls, one of the above is not contacted, the employee may use their best judgment as to the need for overtime work. In such cases, the Principal or Superintendent shall be notified of the overtime as soon as reasonably possible.
- 4.11 All Districts head food service personnel's individual contracts shall include a minimum of 179 days with additional days/hours at the discretion of Principals and School Board.
- 4.12 Individuals hired to substitute for personnel covered under this contract will not be paid any more than an existing position in Step 1 in the specific category being filled as defined in Article 7.1.

- 4.13** On days when school is canceled, year-round administrative secretaries and custodians shall report to work unless excused by their supervisor. Those employees may use personal leave time if they choose not to work on such days; but their absence, under such a condition, must be approved by their supervisor or designee. All other employees within the Orleans Central Supervisory Union districts shall not report to work but shall be paid for that time if not scheduled for makeup.

On days with a two-hour delay, all administrative secretaries, custodians, and food service personnel shall report to work, unless excused by their supervisor for the length of the delay. Those employees may use personal leave time if they choose not to work during the delay; but their absence, under such a condition, must be approved by their building supervisor or designee. Paraeducators shall not report to work but shall be paid for that time if not scheduled for makeup.

If a single school within the District has an emergency school closing, all support staff personnel in that school shall be released and paid for that time if not scheduled for a make-up day.

- 4.14** Employees will be provided time to complete any mandatory trainings at the beginning of the school year.

## **ARTICLE V — VACATIONS AND HOLIDAYS**

- 5.1** The following days shall be recognized as paid holidays for year-round employees: Independence Day, Bennington Battle Day, Labor Day, Veterans Day, Thanksgiving Day and the Friday after, Christmas Day, and one-half (1/2) day on the workday prior to Christmas, New Year's Day, Martin Luther King Day, President's Day, Town Meeting Day, and Memorial Day. Any holiday which falls on a weekend will be celebrated on the following Monday. Any holiday that falls on a day when students are in school will be taken at another time that is mutually agreed upon between the employee and the Principal.

- 5.2** Year-round employees hired prior to July 1, 2006: can carry beyond fifteen (15) months a maximum cap of thirty (30) days vacation time in addition to their yearly allotment. The yearly allotment of vacation time shall be credited in addition to the Employees accumulated leave. Employees shall be allowed until September 30 of the next contract year to use the yearly allotment of vacation time if the max cap has been reached. Employees under contract as of July 1, 1991, with more than the maximum accumulation shall be allowed to retain that time unless the number of accrued days falls below the maximum.

Year-round employees in their first or second year of employment will receive vacation expressed in hours as ten (10) times the number of hours normally paid per day. Hence, an employee paid 7.5 hours daily will receive seventy-five (75) hours of vacation. An employee paid 8 hours daily will receive eighty (80) hours of vacation.

Year-round employees in their third, fourth, or fifth year of employment will receive vacation expressed in hours as fifteen (15) times the number of hours normally paid per day.

Year-round employees with more than five (5) years of employment will receive vacation expressed in hours as twenty (20) times the number of hours normally paid per day.

- 5.3** Vacation time must be requested in writing and approved in advance by the employee's supervisor at least one (1) week prior to vacation time unless in an emergency situation.



## ARTICLE VI —LEAVES

### 6.1 Sick Leave

Year-round employees will be credited with fifteen (15) days of sick leave per year, expressed in hours normally paid per day. All other employees will be credited with twelve (12) days of sick leave per year, expressed in hours normally paid per day. Said time shall be prorated for employees hired during the year. Said leave may be accumulated from year to year to a maximum of ninety (90) days expressed in hours normally paid per day.

All employees who have reached an accumulated 120 days of sick leave as of 6/30/11 shall be allowed to retain those days but shall not accumulate any additional days until such time as the accumulation falls below ninety (90) days.

6.2 All Boards may request medical verification of all absences that exceed five consecutive days. This verification shall be from a physician certified with the Supervisory Union health insurance provider. The cost of this verification shall be paid by the requesting Board(s).

6.3 An employee who is unable to work because of a serious health condition and whose remaining paid leave time reaches zero may be allowed to use up to 30 days of donated sick bank time. Each request shall be approved by the OCEA President, one (1) Member of the OCEA Executive Board (the Vice-President, Treasurer, Secretary or Grievance Chair), and the OCSU Superintendent. No reasonable request for access to the Sick Bank shall be denied. The OCEA President and/or the Superintendent may request medical documentation when the absence under this Article exceeds five (5) consecutive work days. The employee will be informed via email if his or her request has been accepted or denied within 48 hours of a decision being made. The necessary adjustments will be made so as to ensure that no employee receives more than his or her normal net pay as a result of disability benefits and Sick Bank utilization.

#### A. Membership in the OCSU Sick Bank:

- a. Sick bank membership is limited to regular-contract employees (Long-term substitutes and employees on a limited-term contract (LTC) are not eligible to participate.)
  - b. Membership is automatic and begins on the first day of the employee's contract.
    - i. Contributions of one day per employee will occur at the end of the school year (June 30th).
    - ii. A request will go out every year in mid-May asking employees to contribute days in addition to the automatic 1 day from all OCSU employees.
    - iii. There is no maximum amount of days/hours that can be in the Sick Bank
  - c. OCSU Superintendent Administrative Assistant will be the Sick Bank manager. Once days have been donated, these days will then be deducted from the employee's overall accrued sick days.
  - d. Donated days become the property of the Sick Bank and cannot be returned, even in the event of termination, resignation, or cancellation of membership in the Sick Bank. All unused Sick Bank days accrue to the next year.
  - e. An employee cannot use the Sick Bank in combination with other leaves so as to be absent for more than a total of 1 consecutive school year
  - f. To apply for Sick Bank Leave, an employee will contact the OCEA President with their request to access Sick Bank days.
  - g. If there is not adequate time to approve a request in advance of a Teacher's need, sick bank days can be granted retroactively.
  - h. Superintendent Administrative Assistant can refer special circumstances to the OCEA President when one or more of the qualifying criteria are not entirely met.
- B. When retiring from the district, employees will be paid for half of their remaining sick days at the going rate of pay for substitutes as per Article 4.12. The remaining half of their days will be donated to the Sick Bank.

**6.4** An employee who is unable to work because of personal illness or disability and who has exhausted all sick leaves and donated time described above shall be granted a leave of absence, without pay or benefits, for up to one year. No accumulated time or seniority will be lost. The Board shall have the right to request verification of said illness or disability signed by the attending physician. The Board further reserves the right to require a second opinion at the Board's expense. The second opinion shall be from an AMA-certified physician

**6.5 Personal Leave**

The Principals or Director of Special Services shall grant personal leave to each employee, covered under this contract, of up to four (4) days per contract period. Such time shall be expressed in hours normally paid per day. Hence, an employee normally paid seven and one-half (7.5) hours per day will be credited with thirty (30) hours per contract period and an employee normally paid eight (8) hours per day will be credited with thirty-two (32) hours per contract period. Said time will be prorated for employees hired during the year and/or employees working less than the full contract period. Such leave will be granted upon request at least one (1) week prior to any leave being taken, except in emergency situations where one (1) week prior notice is not possible. Lake Region Support Staff employees hired before July 1, 2010, will receive five (5) personal days per contract period. All new Lake Region Support Staff employees hired after July 1, 2010, will receive four (4) days of personal leave per contract, as stated above.

Applicable uses of personal leave include personal business; an emergency requiring immediate attention; other responsibilities that cannot be conducted outside of the normal work schedule.

**6.6 Bereavement**

Each employee will be entitled to up to five (5) days bereavement leave, per occurrence, per contract period in the event of the death of a loved one. Additional paid or unpaid days for bereavement leave may be granted at the discretion of the employer.

The employee shall give his/her Principal, Superintendent, or immediate supervisor notice of intent to use bereavement leave if possible.

**6.7 Maternity Leave**

An employee who is pregnant shall be allowed to continue in their regular employment as long as the employee is medically able to perform the full and regular duties. At such time as the pregnant employee is certified by their physician as no longer able to continue working, they shall be entitled to go on sick leave (in accordance with Article 6.1) or unpaid leave for the duration of pregnancy and for a period not to exceed sixty (60) calendar days or allowed by state law whichever is greater following completion of pregnancy. In the event of a disabling medical condition, medical certification from the attending physician will be required to extend the use of sick leave days.

**6.8 Child Rearing Leave**

Upon request, an employee who has been under contract with the District for two (2) complete contract periods, or the equivalent number of months of contracted employment, shall be granted a one (1) year, unpaid, child-rearing leave of absence. Such leave may be taken in conjunction with maternity leave. In the case of adoption, leave may commence at the time when the child is physically in the care of the employee.

Said employee will be restored to the employee's former position. The employee will retain all seniority rights or accumulated benefits and shall not lose credited experience.

**6.9 Professional Development**

An employee will be allowed \$1000.00 per year. The money may be used to pay costs if the employee is enrolled in an Associate or higher Degree Program and that Degree Program is relevant to the job the employee currently holds, or a degree in education. Courses must be taken at a time when the employee is not on duty. No employee may use this benefit until they have been employed full-time for a period of two (2) years from the date of hire within the Districts of Orleans Central Supervisory Union.

## **A Professional Time**

**Employee Request:** Professional time can be used for attendance at meetings, workshops, conferences, or visitations relating to the employee's job. The Principal or their designee may, at their sole discretion, grant professional time and contribute to the cost of the aforementioned. If an employee's request is denied by the Principal, then said employee may appeal the decision to the superintendent. This article is not subject to the grievance and arbitration procedure.

**B Employer Request:** The Principal or the Director of Special Services may require an employee to attend a meeting, conference, or visitation relative to the employee's job. Such attendance shall be compensated at the employee's hourly rate, and all costs for such training, including mileage, will be paid by the district.

## **6.10 Leave of Absence**

A Leave of absence, with or without pay, may be granted at the sole discretion of the Board. Written requests will be submitted to the Principal and the Superintendent of Schools. An unpaid leave of absence approved by the Board shall not be construed as a break in seniority.

## **6.11 Military Service Commitment**

National Guard and/or Military Reservists who are called up for active duty to serve their country, upon release from said active duty, shall be reinstated to prior position, seniority, and accumulated benefits under the terms of existing contractual agreement.

## **6.12 Jury Duty**

Employees who are required to serve on a jury or are required to appear in court, in person, in response to a jury duty summons, or are required to report for jury examination, or to qualify for jury duty shall receive their regular salary, exclusive of overtime pay, less any compensation received for service on a jury if their shift is interrupted/affected. To be eligible for make-up pay, employees must submit written evidence of their call to duty, date, time spent on duty, and money earned. Any compensation received on Jury Duty for mileage/meal expenses is to be retained by the employee.

## **6.13 Notice of Absence**

Employees who, for any reason, are unable to report for work are to notify their supervisor of their intended absence the day before, if known, but in any event, as early as possible the day the absence occurs. Whenever a custodian is absent, on leave, or on vacation, a replacement will be hired when necessary. Such decision will be at the discretion of the Board, or its designee.

## **6.14 Seniority List**

A seniority list of all Support Staff employees for these Districts shall be provided to the Association on or before October 1st of each year. This list shall include employee name, school, date of hire, position/title, wage column, step, hourly wage, hours per day/days per year, and type of health insurance and/or dental coverage.

## ARTICLE VII — WAGES AND OTHER COMPENSATION

7.1 The wages of all employees covered in this agreement are set forth as follows:

Placement of newly hired employees and current employees changing positions shall be according to years of relevant job experience shown on the employee's resume and years of service in the district. Correct placement will be .0218 times the years of experience.

Example:

10 years of relevant experience would be:  
 $10 \times .0218 = .218$   
 then multiply by the base wage (Example: Para AA+15)  
 $\$20.02 \times .218 = \$4.37$   
 then add to base rate for final wage  
 $\$20.02 + \$4.37 = \$24.39$

### 2024–2025 Base Wages (4% Increase)

| PARAEDUCATORS                       |   |  |  |         |                                      |                          |  |
|-------------------------------------|---|--|--|---------|--------------------------------------|--------------------------|--|
| Highly Qualified Paraeducator (HQP) | HQP and 30+ post-secondary relevant credits | AA or HQP and 60 post-secondary relevant credits | AA+15 or HQP and 90 post-secondary relevant credits/SLPA | BA/BS   | Social Emotional Learning Specialist | Administrative Secretary |  |
| \$18.72                             | \$19.03                                     | \$19.45  | \$20.02  | \$20.80 | \$22.82                              | \$20.28                  |  |

| NURSING                  |                                | FOOD SERVICE |                   | CUSTODIAL |                |                      |             |
|--------------------------|--------------------------------|--------------|-------------------|-----------|----------------|----------------------|-------------|
| Licensed Practical Nurse | Unlicensed Assistive Personnel | Food Service | Head Food Service | Custodian | Head Custodian | LRUHS Head Custodian | Maintenance |
| \$20.80                  | \$18.72                        | \$18.72      | \$20.80           | \$18.72   | \$20.80        | \$23.92              | \$23.92     |

### 2025–2026 Base Wages (5% Increase)

| PARAEDUCATORS                       |   |  |  |         |                                      |                          |  |
|-------------------------------------|---|--|--|---------|--------------------------------------|--------------------------|--|
| Highly Qualified Paraeducator (HQP) | HQP and 30+ post-secondary relevant credits | AA or HQP and 60 post-secondary relevant credits | AA+15 or HQP and 90 post-secondary relevant credits/SLPA | BA/BS   | Social Emotional Learning Specialist | Administrative Secretary |  |
| \$19.66                             | \$19.98                                     | \$20.42  | \$21.02  | \$21.84 | \$23.39                              | \$21.29                  |  |

| NURSING                  |                                | FOOD SERVICE |                   | CUSTODIAL |                |                      |             |
|--------------------------|--------------------------------|--------------|-------------------|-----------|----------------|----------------------|-------------|
| Licensed Practical Nurse | Unlicensed Assistive Personnel | Food Service | Head Food Service | Custodian | Head Custodian | LRUHS Head Custodian | Maintenance |
| \$21.84                  | \$19.66                        | \$19.66      | \$21.84           | \$19.66   | \$21.84        | \$25.12              | \$25.12     |

### 2026–2027 Base Wages (3% Increase)

| PARAEDUCATORS                       |   |  |  |         |                                      |                          |  |
|-------------------------------------|---|--|--|---------|--------------------------------------|--------------------------|--|
| Highly Qualified Paraeducator (HQP) | HQP and 30+ post-secondary relevant credits | AA or HQP and 60 post-secondary relevant credits | AA+15 or HQP and 90 post-secondary relevant credits/SLPA | BA/BS   | Social Emotional Learning Specialist | Administrative Secretary |  |
| \$20.25                             | \$20.58                                     | \$21.03  | \$21.65  | \$22.50 | \$24.09                              | \$21.93                  |  |

| NURSING                  |                                | FOOD SERVICE |                   | CUSTODIAL |                |                      |             |
|--------------------------|--------------------------------|--------------|-------------------|-----------|----------------|----------------------|-------------|
| Licensed Practical Nurse | Unlicensed Assistive Personnel | Food Service | Head Food Service | Custodian | Head Custodian | LRUHS Head Custodian | Maintenance |
| \$22.50                  | \$20.25                        | \$20.25      | \$22.50           | \$20.25   | \$22.50        | \$25.87              | \$25.87     |

Credit Formula: Every fifteen (15) hours of workshops/conferences/trainings/seminars equate to one (1) post-secondary relevant credit, which applies to paraeducator portfolio/wage schedule.

A head custodian is defined as one who supervises personnel twenty (20) plus hours per week and/or is the only person responsible for the entire operation of custodial/maintenance in a school facility.

A head food service personnel is defined as one who supervises kitchen personnel twenty (20) plus hours weekly and/or is the only person responsible for the entire operation of the kitchen in a school facility.

If the minimum wage rises above the starting hourly wage, the minimum wage will prevail.

No substitute will be paid an hourly wage higher than the absent employee. (Article 4.12)

Whenever a benefit change will affect the net pay of all covered employees, the Central Office will issue a memo and post on the website prior to issuance of paycheck.

- 7.2** Employees who move within the districts of the Orleans Central Supervisory Union will retain their seniority and accumulated benefits.
- 7.3** Annual salaries will be divided into equal biweekly payments. Support Staff payment schedule will align itself with the payment schedule of the teachers. Support Staff will have the option of direct deposit in a bank of their choice. All paychecks, direct deposit or not, will be available to employees on Friday of each biweekly pay period. Employees not choosing direct deposit will indicate in writing to the Central Office where they wish their paycheck to go. Employees may change paycheck options at the beginning of any calendar quarter. Employees may choose to be paid in twenty-two (22) or twenty-six (26) equal paychecks.
- A** All employees will be compensated for any Individualized Education Plan (IEP) meetings or Parent Teacher Conferences, Orientation Days, and Staff Development Days which the Board or its designee has requested them to attend, or which they have received prior approval to attend from the Principal or Director of Special Services, as appropriate.
- 7.4** The Board and the Association agree that the Board will be in compliance with the benefit provisions adopted by the arbitrator pursuant to public school employee health benefits as described in Title 16 of the Vermont Statutes.

The Board will provide health insurance coverage to a new employee commencing on the earliest possible date in compliance with the public school employee health benefits as described in Title 16 of the Vermont Statutes. The Supervisory Union will double the Employee's health insurance payroll deduction until such time that the Employee is paid in advance for the employee contribution to the premium. The Board and the Association mutually agree that the date of hire is the first day upon which an Employee reports for duty. The benefit period shall continue until August 31 of the following year for all employees who satisfactorily complete their employment contract and/or remain in good standing with the district.

- A** Health insurance information shall be included in the return-to-work packet sent at the beginning of the year to Support Staff members. Notice will be given to all support staff of the option to change health insurance coverage one month in advance. On or before May 1st of each year all employees shall be notified of their health insurance premium changes that become effective July 1st.
- B** Cash In Lieu of Insurance. Eligible full-time employees, electing not to participate in the health insurance benefit, upon demonstration of having eligible alternative group - sponsored health insurance coverage (as defined under Section 125 IRS rules) for themselves and their eligible dependents, may elect to receive \$1000 in lieu of insurance (or prorated based on date of eligibility). Payment for accrued cash-in-lieu of insurance benefits shall be paid in two installments - one in December and one in June. Eligible part-time employees electing not to participate in the health insurance may receive a prorated sum equivalent to their FTE. The sum in lieu of insurance will be an annual option for eligible employees, who must make such an annual election by a deadline date set forth by the Superintendent on a form available from the Superintendent. An employee electing payment in lieu of insurance who then seeks to reverse his/her decision during the health plan benefit year may do so subject to the regulations of the carrier. New employees who are also eligible for insurance will also be offered this option (on a prorated basis if working a partial election year). This cash in lieu of insurance benefit is

- available to employees who certify that they have other health insurance coverage. All other terms and conditions shall be as defined in the District's Section 125 plan document. To be eligible for the CIL payment the employee, spouse, if any, and all eligible family members who are tax dependents of the employee must be covered by other permissible group health plan coverage. Federal tax law prohibits a CIL payment to employees, and/or to their spouse and other family members, covered by an individual policy of health insurance, including individual policies on Vermont Health Connect. Vermont Law prevents CIL payment to public school employees, when covered as a dependent under another public school.
- 7.5** The Boards shall provide for and pay single dental coverage for support staff based on FTE. Family members may buy into the Dental Plan under the rules of Delta Dental, the carrier. Such options may only be chosen on Jan. 1 or upon qualifying event.
- 7.6** Employees who, with the authorization of their immediate supervisor, use their automobiles in the course of their employment shall be reimbursed mileage at the current maximum rate allowed by the IRS.
- 7.7** The District shall provide a disability insurance plan for each Employee with a benefit of 66 ⅔% of the Employee's salary with a maximum monthly benefit of \$6,000. The policy shall be a W2 gross up non-taxable benefit policy. The shift from the taxable benefit to the gross up non-taxable benefit shall be effective July 1, 2021. A copy of the LTD insurance policy will be made available to an Association representative upon request. **The LTD insurance shall not discriminate against mental illness.**
- 7.8** The Board shall provide all custodians/maintenance personnel annually within the Orleans Central Supervisory Union Districts with uniforms (shirts, pants) as deemed appropriate by the Principal and/or Supervisor. An annual allowance of \$150.00 shall be made available to each custodian, maintenance, and food service personnel for the purchase of appropriate footwear. The Board shall provide all food service personnel within the Orleans Central Supervisory Union Districts aprons, oven mitts, dish towels, dishcloths, food coverings, and cleaning cloths as deemed necessary and appropriate by the Building Principal. All Districts shall assume laundering costs for the aforementioned as per the Principal.
- 7.9** As required by law, all employees will be eligible for Workers' Compensation Insurance benefits should they become injured on the job. An employee, who receives such benefits payments, will not receive a paycheck until such time as the employee is able to return to work. Paychecks for employees covered under this Article will cease as soon as payments from the Workers' Compensation System begins and will start up again on the first pay period following cessation of payments to the employee from the Workers' Compensation System.
- When absence results from employment related sickness or accident, the employee shall have the option to either:
- A** receive pay representing the difference between his/her normal salary and Worker's Compensation benefits. The employee may receive said payment until the end of the contract year, but will concurrently incur a reduction in accumulated sick leave pro-rated to the employee's FTE.
  - B** receive only Worker's Compensation benefits and suffer no reduction in accumulated sick leave.
- 7.10** The Board shall provide a Section 125 Cafeteria Plan under the same conditions as the plan provided the teachers.
- 7.11** All eligible employees shall participate in the Municipal Retirement System, under their rules.
- 7.12** Employees who agree to serve as substitute teachers shall receive their daily salary plus an additional \$2.00 per hour. An employee may refuse to serve as a substitute. No reprisal, adverse evaluations, or action will occur as a result of an employee's refusal to substitute for a teacher.
- 7.13** Once an employee has earned the right to advance on the salary schedules, retroactivity is limited to six months.

## **ARTICLE VIII — DISCHARGE AND DISCIPLINE**

- 8.1** Employees shall not be discharged or disciplined without just and sufficient cause. Discharged employees will be granted an interview with their Association representative within 24 hours of being required to leave the school.
- 8.2** All newly hired employees shall for the first six (6) calendar working months be considered probationary employees. All such probationary employees may be discharged during the above period with or without cause and without the right to resort to the grievance procedure (Article III) provided in this Agreement. If retained after six (6) calendar working months, employees shall be considered as permanent with a seniority date as of the date of hiring.
- 8.3** Subcontracting - The Board shall have the right to subcontract work performed by the bargaining unit in situations in which:
- A. The work is for a temporary duration,
  - B. The work performed by the private contractor is generally beyond the expertise of bargaining unit employees, C. The technology or equipment used by the contractor is not generally used by the bargaining unit employees.
- 8.4** An employee who leaves their position without written communication to the Principal and/or the Superintendent of Schools and has not been granted a leave of absence (Article 6.8) ceases to be an employee.

## **ARTICLE IX — REDUCTION OF WORKFORCE**

- 9.** Provision for reduction in the workforce shall be as follows:
- A** The Board reserves the right to reduce the workforce of the employees covered by this Agreement for economic, budgetary, or reduced workload requirements. The least senior employee in each classification (maintenance, custodians, paraeducators, food service personnel, LPN, administrative secretaries, unlicensed assistive personnel, or social-emotional learning specialists) shall be laid off first and so on. Laid-off employees will retain seniority and recall rights for a period of one (1) year from the date of layoff and the order of recall will be in the reverse order of layoff. A laid-off employee in each classification who refuses equal recall to a vacancy will lose all rights to future recall and their seniority status. If seniority is equal, the date the employee signed their original contract, prior to Board signature, will be the determining factor for correct seniority.
  - B** No temporary openings will be filled until the employee(s) on layoff have been given the opportunity to fill the temporary opening. Seniority recall status will not be lost if an employee refuses to fill a temporary opening. Any time worked on a temporary basis will be added to the one (1) year recall rights provided for in Section A of this Article IX.
  - C** When it is necessary to maintain more than one shift on a job, and the reduction in workforce leaves one shift vacant, the Board may fill the vacancy by transferring from the remaining employees to fill the requirements. Transfer rights to fill an existing vacancy will be based upon seniority. Therefore, the most senior employee and so on will have the right to fill or refuse to fill any shift vacancy.
  - D.** Paraeducators are employed to provide necessary supports to individuals and small groups of students. These supports must be responsive to the evolving needs within the school. Layoff within the paraeducator pool for each of the OCSU (Orleans Central Supervisory Union) Districts shall be determined by seniority unless the paraeducator has documented training in a specific skill that has been identified as necessary to an assigned student's educational growth such as: documented training in Braille, sign language, English as a Second Language (ESL), Speech Language Pathologist Assistant (SLP-A), behavioral interventionist or in autism spectrum disorders. If one of the above situations is relevant to the assigned student's educational growth, then the layoffs within the paraeducator pool will be determined by the Principal and/or Administration, according to student's needs.

If the above situations are not relevant, then layoffs within the paraeducator pool for each of the OCSU Districts shall be determined by seniority as indicated by date of hire in each of the Districts. Seniority for paraeducators who have the same date of hire within a District and who had been employed previously by the Supervisory Union will be determined by date of hire as an OCSU employee. Paraeducators who worked as ISAs (Individual Student Assistants) within the OCSU Districts and were hired before 7/1/10 will be considered a general paraeducator as of 7/1/10 and placed on the seniority list as of their date of hire.

## **ARTICLE X — EMPLOYEE EVALUATION**

- 10.1** All monitoring, observation or evaluation of the work performance of an employee shall be conducted openly each year. Eavesdropping by any means or devices shall be strictly prohibited.
- 10.2** An employee will receive a copy of any current written evaluation report and have the opportunity to have a conference to discuss the same if such conference is requested. An employee will also have the right to amend written comments to any evaluation report, if desired and agreed to by both parties.
- 10.3** An employee shall receive a copy of any derogatory material prior to such material being placed in their personnel file, and may exercise the rights provided for in Section 10.2 above.
- 10.4** Any complaint regarding an employee made to any member of the administration by any parent, student or other person(s) will be promptly investigated and called to the attention of the employee. The employee will be given an opportunity to respond to any such complaint. Should such complaint be used in any manner in evaluating an employee, such complaint must be made in writing. (Articles 2.2/2.2A)
- 10.5** All material on file pertaining to the employee shall be open to said employee. An employee will have the right, upon request in writing to the Superintendent or designee, to review the contents of their personnel file and to make copies, (one copy at Board expense) of materials therein. An employee will have the right to have a member of the Association with them during any such review of their personnel file. Only persons who have official right or reason for doing so may inspect an employee's file, and the files shall not be open to the public without the specific consent of the employee. Materials considered inappropriate may be removed by mutual agreement between the employee and the Superintendent, but the decision to remove shall be at the discretion of the Superintendent. An employee, upon inspection of their file, may attach a response to any derogatory material.
- 10.6** Harassment: Per Orleans Central Supervisory Union (OCSU) Common Board Policies

## **ARTICLE XI — GENERAL**

- 11.1** The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees 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 race, creed, color, religion, national origin, sex, domicile or marital status or any other protected status under applicable law.
- 11.2** The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- 11.3** This Contractual Agreement is available on the OCSU website.



- 11.4** If any provisions of this Agreement or any application thereof to any employee or group of employees is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 11.5** Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement will continue to be so applicable during the term of this Agreement.
- 11.6** This Agreement incorporates the entire understanding of the parties on all matters, which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement.
- 11.7** This Agreement may not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

## **ARTICLE XII — DURATION**

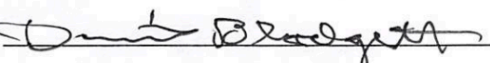
- 12.1** The provisions of this Agreement will be effective as of July 1, 2024 and will continue and remain in full force and effect until June 30, 2027. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other, not later than November 1st, prior to the expiration date or any anniversary thereof, of its desire to reopen this Agreement and to negotiate over terms of a successor agreement.

## **ARTICLE XIII — PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT**

- 13.1** Either party may notify the other of intent to negotiate by November 1st of the last year of the contract. Notification shall be made by registered mail to the Superintendent of Schools, 130 Kinsey Road, Barton, VT 05822 or by email or hand delivery. The first formal meeting will be scheduled on or before December 15th of the last year of the contract, at which time both parties will present a list of all proposed changes to the current contract. Negotiations will take place in a good faith effort to reach agreement for the successor contract.
- 13.2** Each party will make available such information as either deems necessary for developing rational, feasible, and constructive proposals on behalf of the Support Staff, students, and the school system. All information will be public information only.
- 13.3** The Negotiations Committee of the Board and the Negotiations Committee of the Support Staff shall have the authority to reach a tentative agreement, subject to ratification by the Board and the Support Staff covered by this Agreement.
- 13.4** All negotiations between the parties shall be conducted according to the provisions of Subchapter 3, Chapter 57, Title 16, V.S.A. in its entirety. All matters in dispute regarding this procedure may be submitted for resolution to the Vermont Labor Relations Board or to a court of competent jurisdiction.

IN WITNESS WHEREOF the parties herto have executed this Agreement for 2024-2027:

ORLEANS CENTRAL SUPERVISORY UNION  
DIRECTORS

By: 


Date: 12-6-2023

ORLEANS CENTRAL EDUCATION  
ASSOCIATION

By: *Rick Kelley*  
Rick Kelley (Jan 8, 2024 07:51 EST)

Date: Jan 8, 2024

LAKE REGION UNION HIGH SCHOOL  
DISTRICT DIRECTORS

By: 

Date: 12-4-2023

ORLEANS CENTRAL EDUCATION  
ASSOCIATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

LAKE REGION UNION ELEMENTARY-MIDDLE  
SCHOOL DISTRICT DIRECTORS

By: *Neil Urie*  
Neil Urie (Jan 4, 2024 12:10 EST)

Date: 12-11-2023