

EMPLOYING DISTRICTS: Chittenden Central Supervisory Union ("CCSU")
Essex Junction School District ("EJ")
Essex Union #46 High School District ("UHS")
Westford School District ("WSD")

DEFINITIONS

Full-time Employee. Employees who work a minimum of thirty (30) hours per week for no less than the school year as defined by the adopted calendar.

Part-time Employees. Employees who work less than thirty (30) hours per week or less than the school-year as defined by the adopted calendar.

12-Month Employee. Employees who are contracted to work twelve months (249+ days excluding holidays) per year.

School Year Employee. Employees who work less than twelve months (249 days excluding holidays) per year, but no less than the number of school days as defined by the adopted calendar.

INSURANCE BENEFITS

- A. Medical Insurance. The full-time Employee shall be offered coverage pursuant to the medical insurance plans carried by the board. The Board shall provide, at the option of the Employee, a single, two-person or family membership in the Blue Cross/Blue Shield VEHI Dual Option Plan. Effective July 1, 2010, if the VEHI Dual Option Plan is selected, the Employee shall contribute six percent (6%) of the premium cost of the Dual Option Plan. In addition to the VEHI Dual Option Plan noted above, the District shall also offer the VEHI Comprehensive Plus 1000 (Comp 1000) Plan (Managed Parity). If the Comp 1000 plan is selected, the Employee shall contribute three percent (3%) of the premium cost of the Comp 1000 Plan. The Board shall also reimburse the Employee for deductible costs for this plan up to \$1,000 for single coverage, \$2,000 for two person and family coverage. The District shall continue to offer the Blue Cross/Blue Shield JY Plan for employees who are enrolled in this plan as of June 30, 2010. For the JY Plan the District's contribution towards premium costs shall be limited to an amount equal to the District's premium costs for the VEHI Dual Option Plan noted above, with the Employee paying all excess premium costs. All employee level contributions to the medical insurance plans will be paid through automatic payroll deductions, as managed on a pre-tax basis by a district-provided IRS Section 125 Premium Conversion Plan.
- B. Cash-in-lieu of Insurance. If the eligible Employee elects not to participate in the district provided medical insurance program, he/she will receive \$1,000.00 cash in lieu of insurance (regardless of which plan he/she would have elected). Such opportunity will be made by annual election, on or before June 1st of the preceding contract year, upon proof of other existing insurance. An employee so electing payment in lieu of insurance who then seeks to reverse his/her decision during the contract year may do so subject to the regulations of the carrier. Prior to such enrollment, said employee shall make pro-rated restitution to the District of any payment(s) in lieu of insurance. Such restitution shall be made in a single payment (not through payroll deduction).
- C. Dental Insurance. The full-time Employee shall be offered coverage pursuant to the dental insurance plan carried by the Board. The Board shall pay 100% of the premium rates for the dental insurance plan. The dental insurance plan shall include up to family coverage (as defined by the plan).
- D. Life Insurance. The full-time Employee shall be offered coverage pursuant to the life insurance plan carried by the Board. The Board shall pay 100% of the premium rate for the face value of the life insurance plan described herein. The face value of the term life insurance policy so provided shall equal \$25,000.00 for full-time 12-month employees and \$15,000.00 for full-time School-year employees.

LEAVE ENTITLEMENTS

- E. Vacation: Full-time 12-month employees shall be entitled to paid vacation days according to his/her current year of employment as set forth below:

| <u>Year of Employment</u> | <u>Days of Vacation</u> |
|---------------------------|-------------------------|
| 1 - 4 | 10 days/year |
| 5 - 9 | 15 days/year |
| 10+ | 20 days/year |

Vacation requires approval by the immediate supervisor and should be arranged at least one (1) week in advance by the employee with his/her supervisor. The supervisor retains final discretion as to the scheduling of said vacation days.

Vacation shall not be accumulated from year-to-year and must be utilized during the year of entitlement with the exception that three (3) days may be carried over into the new contract year with the approval of employee's immediate supervisor. Requests to carry over vacation must be submitted to Human Resources in writing prior to the start of the new contract year and must be authorized by employee's immediate supervisor.

Vacation indicated above is accrued throughout the contract year. When an employee leaves the district he/she will be reimbursed for any unused accrued vacation time provided said employee provides written notice of resignation as set forth in section 6 of the Agreement.

- F. Sick Leave: Full-time 12-month employees shall accrue twenty (20) days paid leave of absence due to personal illness and/or disability per year. In cases of disability or extended illnesses (resulting in more than 3 days of absence), the employee must notify the Human Resource Director of the expected commencement date of the sick leave (if foreseen) and/or the anticipated duration of the leave. The Human Resource Director may request a medical certification to verify any illness or disability. Unused sick leave may be accumulated to a maximum of one-hundred eighty (180) days.

In the case of leave needed to care for an immediate family member with a "serious health condition" as defined under the Family Medical Leave Act, the employee may use up to 30 days of available and accrued sick leave per year, not to exceed 30 days of paid leaves per year (including all leave sources provided herein) for this purpose. For purposes of this section, immediate family member shall be defined as the employee's spouse, child, stepchild, foster child, ward who lives with the employee, parent or parent-in-law. In order to access leave under this section, the employee must provide medical certification of a serious health condition on a form provided by the superintendent. Said leave use will also be deducted from the employees available Family/Emergency Leave as outlined in Article G below.

Full-time school-year employees shall accrue fifteen (15) of said days per year, cumulative to one-hundred twenty (120) days.

G. Family/Emergency Leave:

Each full-time employee may use up to ten (10) of his/her available sick days for Emergency/Family leave purposes each year. Each full-time school-year employee may use up to five (5) days of his/her available sick leave for Emergency/Family leave purposes each year. Emergency/Family leave can be used for the following reasons:

- To attend or to accompany the employee's child, stepchild, foster child or ward who lives with the employee, or the employee's parent, spouse/civil union partner, siblings, parent-in-law, or member of the employee's household to medical or dental appointments, or other appointments for professional services related to their care and well being;
- To attend to the medical needs (injury or illness) of the employee's child, stepchild, foster child, or ward who lives with the employee or the employee's parent, spouse/civil union partner, sibling, parent-in-law, or member of the employee's household;
- For household situations requiring immediate, emergency action (eg. Fire, flooding) at the discretion of the immediate supervisor.

Emergency/Family leave shall be deducted from current or accumulated sick leave and shall be non-cumulative from year to year. Emergency/Family Leave is pro-rated for new employees.

H. Bereavement: Full-time employees shall be allowed up to five (5) days paid leave of absence, per occurrence, for a death in the immediate family. Immediate family shall be defined as the Employee's: spouse/civil union partner, children, parents, siblings, grandparents, grandchildren, son/daughter-in-law, brother/sister-in-law, mother/father-in-law, or a member of the immediate household.

I. Holidays: Full-time 12-month employee shall be entitled to eleven (11) paid holidays: January 1, Town Meeting Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas, and two (2) additional days to be scheduled at the Chief Executive Officer's discretion.

J. Personal Leave: Each full-time school year employee may take up to three (3) personal leave day per school year. Each full-time twelve-month employee may take up to five (5) Personal Leave days. Personal Leave shall be allowed for the following reasons:

- For religious purposes
- To participate in preschool or school activities, such as parent teacher conferences, which are directly related to the academic educational advancement of the employee's child, stepchild or ward who lives with the employee;
- For the death of a close friend or relative not listed in H above;
- To conduct legal, business, or other personal matters, which cannot reasonably be conducted outside working hours.

Requests for Personal Leave must be submitted to and approved by the immediate supervisor. Personal Leave days may not be used as vacation days (including travel to and from vacation). Personal Leave is non-cumulative. Personal leave is pro-rated for new employees

K. Leave Accrual: All leaves contained herein are accrued throughout the contract year (defined as the one-year period from July 1 through June 30) at a rate of 1/12 the annual entitlement for each month completed. All paid leaves shall be pro-rated in the event an employee is hired after the start of the contract year or separates prior to completion of the contract year. Unused accrued leave entitlements will not be payable upon separation unless otherwise noted above. Overuse of accrued leave entitlements must be reimbursed back to the district.

OTHER FRINGE BENEFITS

- L. Longevity: After a full-time 12-month employee has been employed by the District for fifteen (15) consecutive years, he/she will receive a \$400 per year salary adjustment for each of the next five years. This will be increased to \$500 per year, beginning the 21st year for the next five (5) years, and then increased to \$600 per year for each year thereafter. The benefit applies to full-time 12-month employees.
- M. Perfect Attendance: Full-time 12-month employees who have perfect attendance for one (1) full contract year will be granted one (1) floating vacation day. Full-time 12-month employees who are absent one (1) day will be granted (1/2) floating vacation day. Perfect attendance can be defined as a year in which an employee uses no sick or emergency leave and has not overused other available leave entitlements. Requests to be granted an additional half or full day floating vacation day must be submitted to the Human Resource Director in writing on or before August 1st of the new contract year.
- N. Tuition Reimbursement: Full-time employees shall be reimbursed for courses (at an accredited college or university), conferences and/or workshops, which have been recommended by the employee's immediate supervisor, are job sensitive to the employee's work, and are approved by the Superintendent or his/her designee. Reimbursement shall be limited to a sum of money equal to the cost of not more than three (3) credit hours per year at the fall in-state rate at the University of Vermont. Said reimbursement shall be limited to registration/course cost (other incidental costs may be included by exception upon approval from the Superintendent or his/her designee). Employees may carry-over unused tuition reimbursement, not to exceed the value of three credit hours at the UVM in-state fall rate.
- O. Retirement Plan. All eligible CCSU, EJ and UHS employees shall participate in the CCSU Tax Sheltered Annuity Plan ("Plan"). Eligibility, contribution levels and other terms and conditions of the Plan shall be defined in the Plan Document. The District shall prepare, administer, and amend necessary Plan Documents. A Summary Plan Description shall be made available to eligible employees upon request.

All eligible Westford School District employees shall participate in the Vermont Municipal Employee Retirement System (VMERS) Group B Plan. Eligibility, contribution levels and other terms and conditions of the Plan shall be defined by the Vermont State Retirement System.