

COLLECTIVE BARGAINING AGREEMENT

Between

CHARLOTTESVILLE CITY SCHOOLS

and the

CHARLOTTESVILLE EDUCATION ASSOCIATION

School Support Professionals Bargaining Unit

Effective July 1, 2026 through June 30, 2029

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ARTICLE 1
RECOGNITION & COVERAGE

Pursuant to the certification of election issued by the Labor Relations Administrator jointly selected by the Parties to this Agreement, the School Board of the City of Charlottesville (the “School Board”, “Board” or “Division”) recognizes the Charlottesville Education Association (“CEA” or “Union”) as the exclusive representative of the School Support Professionals bargaining unit for the purpose of collective bargaining regarding the subject matters set forth in the School Board Resolution enabling collective bargaining adopted on March 2, 2023 (the Collective Bargaining Resolution or CBR).

ARTICLE 2
EMPLOYEE RIGHTS

As set forth in the CBR, Charlottesville City Schools employees have the right to:

- A. Organize, form, join, or assist and pay dues or contributions to any Employee association or organization;
- B. Promote, support, or advocate for policies, procedures, actions, and decisions that may improve their individual or collective terms or conditions of employment;
- C. Negotiate collectively through an Exclusive Representative of their own choosing;
- D. Engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection provided such activity does not otherwise violate the Resolution and is not prohibited by other applicable law; and
- E. Refrain from any of the above.

ARTICLE 3
MANAGEMENT RIGHTS

Except as specifically set forth in this Agreement, no provision of this Agreement shall be deemed in any way to limit or diminish the authority of the School Board to manage and direct the operations and activities of the school division to the full extent of the law. Thus, the School Board otherwise retains all rights, including but not limited to, the rights to:

- A. Determine the nature and scope of the work to be performed by bargaining unit employees, including the number of employees hired to perform such work;
- B. Establish a budget and appropriate or authorize expenditure of funds;

- C. Hire, promote, transfer, assign, retain, classify and schedule all bargaining unit employees and undertake disciplinary action with respect to bargaining unit employees;
- D. Determine and implement layoffs or other reductions-in-force due to lack of work, budgetary considerations, changed working conditions/requirements or for other reasons in the School Board's reasonable business judgment not prohibited by law; and
- E. Undertake any actions reasonable and necessary to carry out the mission of the School Board.

ARTICLE 4 WORKDAY

The workday for full-time School Support Professionals is as follows:

- A. Six hours and 30 minutes for School Nutrition Workers, which includes a 30-minute, duty-free lunch.
- B. Seven hours and 30 minutes for PreK-8 School Nutrition Managers and Assistant Managers, PreK-1st Instructional Assistants, Associate Teachers, 9-12 Attendance Secretary, 9-12 Vestibule Receptionist, ESL Student Services Specialist, and Athletic Trainer, which includes a 30-minute, duty-free lunch.
- C. Eight hours and thirty minutes for Administrative Technicians, Technical Support Specialists, Registrars, Custodians, LMA Student Services Specialist, Grades 6-12 Care & Safety Assistants, Grades 9-12 Family Liaison, PAC Manager, Grades 9-12 Nutrition Managers, Athletic Facilities Manager, and Hospital Education Program Instructional Assistants, which includes a 30-minute, duty-free lunch.

Except in emergencies, bargaining unit employees have the right to decline requests to perform duties during their lunch period. An "emergency," for this provision, is defined as an unanticipated, unavoidable operational necessity or legally declared emergency requiring immediate action. If a bargaining unit employee performs duties during their lunch period, they shall be paid at their regular hourly rate.

ARTICLE 5 CONTRACT DAYS

The contract work days for full-time School Support Professionals are as follows:

- A. 180 days for School Nutrition Workers, 9-12 Vestibule Receptionist, and Attendance Secretary

- B. 185 days for Grades 6-12 Care & Safety Assistants (including 5 days of pre-week; may opt in to Professional Development days paid at their regular hourly rate)
- C. 189 days for Instructional Assistants (including 7 days of pre-week and 2 Professional Development days)
- D. 185 days for PreK-8 School Nutrition Managers and Assistant Managers
- E. 200 days for PAC Manager, Athletic Trainer, ESL Student Services Specialist (following the licensed staff calendar, including pre-week, teacher workdays, and Professional Development days)
- F. 200 days for LMA Student Services Specialist (including 5 days of pre-week and summer school)
- G. 220 days for Hospital Education Program Instructional Assistants, Guidance Secretary, and Family Engagement Specialist
- H. 260 days for Administrative Technicians, Grades 9-12 Secretaries, Technical Support Specialists, Registrars, Custodians, and Athletic Facilities Manager.

ARTICLE 6
PAID BREAKS AND DUTY-FREE LUNCH

- A. Subject to the provisions set forth in Section C, below, all School Support Professionals shall be scheduled for and receive a ten (10) minute paid break daily.
 - 1. Break times shall be established at the beginning of the school year and remain consistent throughout the school year.
 - 2. If circumstances necessitate an adjustment to an employee's scheduled break time, the administrator or Division supervisor will ensure a break occurs.

- B: Subject to the provisions set forth in Section C below, a daily 30-minute unpaid meal break shall be scheduled by the school administrator or Division supervisor for all School Support Professionals. This period shall extend for thirty (30) consecutive minutes.
 - 1. Meal breaks shall be established at the beginning of the school year and remain consistent throughout the school year.
 - 2. If circumstances necessitate an adjustment to an employee's scheduled mealtime, the administrator or Division supervisor will ensure a meal break occurs.
 - 3. School Support Professionals' meal periods shall be free from any duty or responsibility each regularly scheduled workday. Accordingly, except in emergencies, bargaining unit employees have the right to decline requests to perform duties during their meal period. An "emergency," for this provision, is defined as an unanticipated, unavoidable operational necessity or legally declared emergency requiring immediate action. If a bargaining unit employee performs duties during their lunch period, they shall be paid at their regular hourly rate.

- C. Exceptions to break scheduling for School Support Professionals may occur in the following circumstances:
1. When a School Support Professional is temporarily serving in a different role for an entire workday (e.g., when an Instructional Assistant is serving for a Teacher, or an evening custodian is serving for a day custodian; in such circumstances, the School Support Professional assumes the work schedule of the temporary role, including any breaks);
 2. For Division Administration-based School Support Professionals, operational needs may dictate that break times vary from day to day; any such variation to be managed by Division Administration; and
 3. When a school administrator determines in their discretion or at the request of a School Support Professional that a break is necessary or appropriate, including but not limited to allowing a break after a School Support Professional has been involved in an incident of student misconduct such as physical contact, breaking up a fight, verbal abuse and other aggressions. Such ad hoc breaks are in addition to the breaks provided in Sections A and B of this Article.

ARTICLE 7 PROFESSIONAL DEVELOPMENT DAYS

- A. Subject to the exceptions set forth in Section B of this Article, on Professional Development Days included in a School Support Professional's contract, the Division shall provide learning opportunities relevant to the roles for School Support Professionals. On non-contract days, School Support Professionals have the option to attend at least two (2) hours of professional learning aligned with their role and shall be compensated at their regular hourly rate.
- B. Exceptions:
1. 260-day employees (i.e., custodial staff and technical support specialists) may follow a different professional learning schedule.
 2. Nutrition Workers shall receive professional learning/training with pay at their regular hourly rate during pre-week and shall also be paid their hourly rate if they are required to attend training on any other days (e.g., ServSafe, training on new equipment or safety standards).

ARTICLE 8 CARE & SAFETY ASSISTANT (CSA) MEETINGS

School administration shall schedule check-in meetings with their school CSA team at least once

a week to share updates, to better ensure consistent communication of relevant information, and to articulate work expectations.

**ARTICLE 9
SALARY/COMPENSATION**

In fiscal years 2027-2029, all School Support Professionals shall receive an annual raise of 9.0% and an annual step increase of 1.5%.

**ARTICLE 10
LONGEVITY PAY**

School Support Professionals meeting the following criteria shall receive longevity pay, starting at \$1,058 annually and increasing by \$212.00 annually thereafter, up to a maximum of \$3,178.00:

1. serves in a full-time position;
2. has 30 years of recognized service by CCS;
3. has been employed for at least ten consecutive years in CCS in a full-time position; and
4. is at the top of the pay scale.

**ARTICLE 11
EDUCATION CREDIT**

All School Support Professionals shall receive degree supplement pay as follows:

1. \$265/year to employees holding an Associate's degree
2. \$529/year to employees holding a Bachelor's degree
3. \$1,158/year to employees holding a Master's degree
4. \$1,687/year to employees holding a Master's + 30 degree
5. \$2,216/year to employees holding a Doctorate degree

Eligible part-time School Support Professionals shall receive these supplements proportionately equivalent to amounts for full-time School Support Professionals.

**ARTICLE 12
SUBSTITUTE PAY**

- A. Instructional Assistants shall be paid their regular hourly rate, which is based on their annual salary, plus \$8/hour when serving as a substitute for a teacher.
- B. Compensation for an Instructional Assistant substituting for a teacher shall be paid in accordance with the established payroll calendar.

- C. School support professionals have the right to decline to be assigned as a substitute for a teacher.

**ARTICLE 13
EVENT PAY**

- A. School Support Professionals may choose to perform work that is different from their regular school support positions in support of CCS-sponsored events or those taking place in a CCS facility outside of contract hours and shall be paid the hourly rate set for the event work. In accordance with the Fair Labor Standards Act (FLSA), School Support Professionals may be assigned to perform the same or similar work at CCS-sponsored events as they perform during their regular work hours with the understanding that they must be paid at the regular hourly rate for their regular school support position, including any applicable overtime pay.
- B. Supervisors will take reasonable steps to solicit volunteers to work events outside regular work hours prior to assigning School Support Professionals to work events.

**ARTICLE 14
WORK DURING SCHOOL CLOSURE**

- A. Essential School Support Professionals may be required to work during school closure in order to maintain operations of the division. Such personnel shall include Custodians, Technical Support Specialists (finance and IT), and nutrition staff.
- B. For purposes of this Article, during closures or delays due to inclement weather or other emergency conditions, all custodians are designated as essential personnel and are required to report to work as determined by the Chief Operations Officer (COO). Custodians shall be paid 1.5 times their regular hourly rate for weather event work hours assigned by the COO, their designee, or school building administrators when other employees are not reporting as scheduled.
- C. For the purposes of this Article, Nutrition Workers shall be required to report to work when schools are on a delayed start as determined by the Supervisor of Nutrition. Nutrition staff shall be paid 1.5 times their hourly rate when they are working during the delayed opening hour(s).

**ARTICLE 15
LABOR-MANAGEMENT DISPUTES**

- A. Application of Article
The process set forth in this Article shall apply to disputes alleging the misinterpretation or misapplication of this Agreement, negotiability of subject matters under the CBR.

B. Process Election for Employees

This process shall be the exclusive method for the resolution of labor-management disputes arising out of an alleged violation or interpretation of a provision(s) of this Agreement, unless the matter is also grievable pursuant to the Code of Virginia or the Virginia Administrative Code. If the matter is grievable pursuant to the Virginia Code of Administrative Code, a bargaining unit employee who elects to file a grievance under the statute or state regulations may not file a dispute under this Agreement. An election by an employee to challenge action as a labor-management dispute entitles the Union to prosecute the matter in accordance with the provisions of this Article if it chooses to do so.

C. Labor-Management Disputes

Disputes over the interpretation or application of the terms of this Agreement must be addressed using the procedure outlined in this Article. The Parties understand and agree, however, that bargained wages or benefits and other subject matters set forth in the definition of “grievance” at Virginia Code Section 22.1-306 are not subject to resolution as labor-management disputes. However, misapplication of policies and procedures, including those pertaining to compensation and benefit eligibility, is subject to dispute under this Article.

D. Resolution Procedure

Labor-management disputes as defined in Paragraph A of this Article must be submitted in writing within twenty (20) working days of the occurrence of the underlying actions to either the Division Director of Human Resources, if filed by the Union or a bargaining unit employee, or to the Union President if filed by the Division, and must include: (1) a statement of the disputed matter; (2) a citation to the Agreement term(s) alleged to be misinterpreted or misapplied, if that is the nature of the dispute; and (4) the remedy sought.

E. Step 1 (Union/Employee-Initiated Disputes): Chief Officer Review

The submitted written alleged infraction will be provided to the Chief Academic/Operations Officer for review. The Chief Officer must respond within ten (10) working days to schedule a Step 1 meeting to discuss and attempt to resolve the dispute. The meeting must occur within 20 working days of receipt of the Step 1 filing.

Within ten (10) working days of the Step 1 meeting, the Chief Officer shall provide the disputant and the Union with a written response to the alleged dispute. The response shall include a summary of the discussion and a decision.

In the sole discretion of the Chief Officer and with notice to the employee/Union, the dispute may be assigned by the Chief Officer for first step resolution by the building level principal/administrator who shall act within the timing and other procedural requirements set forth in this Subsection E.

F. Step 1 (Division-Initiated Disputes): Union President Review

A labor-management dispute initiated by the Division by submission to the Union President shall be reviewed by the Union President/designee. Within 10 working days after submission the Union President/designee must either submit to the Superintendent/designee a written response to the disputed matter setting forth the Union position or proposed resolution, or schedule a meeting with the Superintendent/designee to attempt to resolve the dispute. If the Union President/designee elects to schedule a review meeting, they must submit a response to the dispute within twenty (20) working days following the meeting. If dissatisfied with the Union's response at this step, the Superintendent/designee may invoke the procedures for resolution by arbitration set forth in Section J of this Article.

G. Step 2 (Union/Employee-Initiated Disputes): Human Resources Director Review

If the disputant is dissatisfied with the Step 1 response, they may appeal to the Director of Human Resources. Any such appeal shall be in writing and must be filed within 10 working days of issuance of the Step 1 response. The Director of Human Resources shall respond within 10 working days of receipt of the Step 2 dispute to schedule a review meeting. The meeting must occur within 20 working days of receipt of the Step 2 dispute. The disputant and a Union representative must attend the review meeting. Witness testimony may be taken at the review meeting as deemed necessary by the parties to the dispute.

The Director of Human Resources shall respond in writing to the appeal within 20 working days of the Step 2 review meeting. The parties to the dispute waive any procedural claims, arguments, remedies, defenses, or arbitrability issues if not asserted at Step 2.

H. Step 3 (Union/Employee-Initiated Disputes): Division Superintendent Review

If dissatisfied with the Human Resources Director's response, the disputant may submit an appeal to Step 3 of this procedure to the Superintendent or their designee within 10 working days of receipt of the Step 2 response. Such appeal must assert all issues and supporting arguments. The Human Resources Director must provide a copy of the initial dispute and all subsequent appeals and responses, to the Superintendent/designee. The Superintendent/designee shall respond within 10 working days of receipt of the Step 3 appeal to schedule a review meeting. The meeting must occur within 20 working days of receipt of the Step 3 appeal. The disputant and a Union representative must attend. Fact witnesses may attend. The Superintendent/designee must respond in writing to the dispute within 20 working days of the Step 3 review meeting.

I. Mediation Option

By mutual agreement, the parties to a labor-management dispute may engage in mediation prior to the initiation of Step 4 proceedings (i.e., arbitration). Costs for mediation shall be shared equally between the parties.

J. Step 4: Arbitration

For labor-management disputes filed by the Union, the Superintendent's response may be appealed to Step 4, and for labor-management disputes filed by the Division the Union

President's response may be appealed to this Step. The Union or the Superintendent shall notify the Human Resources Director of their intent to submit the dispute to arbitration and must do so within 30 working days of the date of issuance of the Superintendent's/designee's decision, or the Union President/designee's response/decision.

1. Selection of Arbitrator

Within seven working days of receiving notice of intent to arbitrate, the Human Resources Director must request a list of seven arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The parties to the dispute shall, within 15 working days of receiving the list, select an arbitrator. The parties will take turns striking names until one name remains. The first party to strike a name in the selection process will be determined by the flip of a coin.

2. Scope of Arbitrator Authority

Arbitrators shall have no authority to add to, detract from, or alter in any way the provisions of this Agreement or the CBR. The arbitrator shall only consider and render a decision on the specific issue(s) submitted to arbitration and shall have no authority to decide any other issues not so submitted.

The arbitrator shall have no authority to issue subpoenas or order any discovery other than that allowed by this Article.

3. Scheduling of Hearings, Location

The parties to the dispute shall make every effort to schedule arbitration as expeditiously as possible. Whether the parties' positions are considered on briefs, via hearing, or both shall be in the discretion of the arbitrator. If the arbitrator determines that a hearing is necessary the hearing will be held at a mutually agreeable location within a CCS facility during regular business hours, unless the parties mutually agree to other arrangements. The arbitrator and parties may, by mutual agreement, use electronic video-conferencing as an alternative to in-person hearings.

4. Arbitration Decisions

All arbitrator decisions are to be provided in writing to both parties to the dispute and shall be binding, provided the decision does not impair the exclusive, statutory right of the School Board to appropriate funds or determine the Division budget. In rendering a decision, the arbitrator will state which provisions, if any, of the Agreement and/or CBR formed the basis of the decision.

The arbitrator's decision shall be rendered within 30 working days following the close of the hearing. Where the arbitrator requires or allows post-hearing briefs, the due date for briefs shall be set by the arbitrator and the arbitration proceedings shall be considered closed on that date.

5. Arbitration Expenses

Each party to the dispute shall bear the expense of preparing and presenting its own case. The parties will equally split the expense of the arbitrator and the cost to officially record the hearing. Each party will be responsible for its own hearing transcript fees should they desire copies of the transcript.

6. Exchange of Information

The parties to the dispute shall disclose to each other any exhibits they intend to introduce during the hearing at least 14 working days prior to the first hearing date or on a date determined by the arbitrator. The parties will also disclose to each other a list of any witnesses they intend to call during the hearing at least 14 working days prior to the first hearing date or at such other time as the arbitrator may determine.

7. Official Time

The Division may adjust the regular work schedules of witnesses and Union representatives so that their regularly scheduled hours coincide with the arbitration hearing schedule. CCS employees shall be given administrative leave to testify or participate in any arbitration hearing.

8. Witnesses

The parties to the dispute are responsible for ensuring the attendance of their witnesses. Witnesses will be sequestered during any hearings.

9. Remedies

The parties to the dispute are obligated to mitigate any damages arising from the subject of the arbitration proceedings. Employees determined to be entitled to back pay shall present to the Division evidence of any earnings they received that will offset any back pay.

K. Timelines

After the initial filing of a labor-management dispute, failure of the disputant to comply with the procedural requirements of this procedure will result in dismissal of the labor-management dispute, provided the disputant fails to correct their noncompliance within ten (10) workdays of receipt of written notification of the procedural violation. Failure of the responding party to comply with the procedural requirements of this procedure will result in a decision in favor of the disputant, provided the responding party fails to correct their noncompliance within ten (10) workdays of receipt of written notification of the procedural violation. Deadlines set forth in this Article may be extended by mutual agreement of the parties to the dispute.

L. Finality of Settlements

If at any time during the course of the dispute resolution procedure the parties to the dispute

agree upon a remedy, the dispute shall be considered resolved and further action on the matter is precluded once the remedy has been awarded.

M. Division-level and Class-based Disputes

If a labor-management dispute arises from the alleged action or inaction of the Division at a level above the building principal or Chief Academic/Operations Officer the disputant shall submit the dispute in writing directly to the Human Resources Director or their designee with processing of the dispute to begin at Step 3 with the Superintendent/designee.

N. Direct Arbitration

By mutual agreement of the Union and the Division Superintendent, a labor-management dispute may be submitted directly to arbitration by following the procedure set forth in Section J of this Article and subject to the limitations set forth in that Section.

**ARTICLE 16
PREVAILING RIGHTS**

All Board policies, rules, procedures, working conditions, practices and the manner of operation and administration of Charlottesville City Schools currently in effect on the effective date of this Agreement shall continue to apply to bargaining unit employees and be deemed a part of this Agreement unless and except as modified by the express terms of this Agreement.

**ARTICLE 17
SAVINGS CLAUSE**

If any Article, Section, or portion of this Agreement is rendered or declared invalid by any existing or subsequently enacted legislation or ordinance or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall apply only to the specific Article, Section, or portion specified in the legislation or decision, and shall not invalidate the remaining portions, which shall remain in full force and effect. The Parties agree, to the extent consistent with applicable law, including the CBR, to negotiate a successor provision to the invalid provision. If the Parties are unable agree on the matter, the applicable provisions of existing School Board policy shall apply.

**ARTICLE 18
DURATION & FINALITY OF AGREEMENT**

This Agreement shall be implemented as provided by its terms subject to the requirements and limitations of applicable law, including the School Board CBR. This Agreement shall be effective beginning July 1, 2026 and shall remain effective through June 30, 2029. This Agreement shall remain in effect until superseded by a new agreement.

The Parties acknowledge that this Agreement represents the result of negotiations during which both Parties, subject to agreed ground rules, had the unlimited right and opportunity to make demands and proposals with respect to mandatory subjects of bargaining as specified by the School Board CBR for an initial collective bargaining agreement. This Agreement may not be modified, in whole or in part, except by an instrument in writing duly executed by the Parties.

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