

AGREEMENT BETWEEN

THE BARRE CITY SCHOOL DISTRICT
THE SPAULDING HIGH SCHOOL UNION DISTRICT

THE BARRE TOWN SCHOOL DISTRICT

AND

THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES - AFL-CIO

LOCAL 1369, COUNCIL 93

~~July 1, 2016—June 30, 2017~~

July 1, 2017 – July 1, 2018

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PURPOSE OF AGREEMENT

THIS AGREEMENT, entered into by the BARRE CITY SCHOOL DISTRICT, THE SPAULDING HIGH SCHOOL UNION DISTRICT, and the BARRE TOWN SCHOOL DISTRICT governmental units with their situs in the City of Barre, and the Town of Barre County of Washington, and State of Vermont, hereinafter referred to as the EMPLOYER, and SCHOOL CHAPTER OF LOCAL 1369, COUNCIL 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the UNION.

THE PURPOSE of this agreement is the promotion of harmonious relations between the EMPLOYER and the UNION, with the establishment of an equitable and peaceful procedure for resolving differences, and the establishment of rates of pay, hours of work and other conditions of employment.

THE EMPLOYEES of the EMPLOYER recognize that their employment with the EMPLOYER makes them public EMPLOYEES and as such they agree to maintain the greatest effort to assure the health and safety of the student body and the teaching and administrative personnel within the area which they serve that is reasonably possible, so as to merit the respect of the EMPLOYER and general public.

ARTICLE I: DEFINITIONS / RECOGNITION

1. EMPLOYER may include the School Board of Directors, or Superintendent of Schools or Building Principal as agents of the Board, unless otherwise specifically stated.
2. EMPLOYEE shall mean members of the Bargaining Units performing **duties as defined in Appendix A maintenance, custodial and/or grounds worker duties for the Barre City EMPLOYER and Lead man, Bus Driver, Night Shift Supervisor, Copy Supply Clerk, Registrar, and Receptionist for the Town Employer.** EMPLOYEES working less than the basic week as defined under ARTICLE VIII shall receive all terms, conditions and benefits of this contract on a pro-rata basis determined by establishing the ratio between total weekly assigned hours of work and the basic work week of forty (40) hours.
3. There is excluded from the term EMPLOYEE those persons performing work as **"Maintenance Supervisor of the Barre City School District,"** "Facilities Director of the **Barre Supervisory Union Spaulding High School Union District,**" "Temporary Replacement Employee" hired to fill vacancies caused by prolonged absences of regular EMPLOYEES, and seasonal, EMPLOYEES. Special Services/Business Administration Assistant and Administrative Assistants to the Principals are excluded as confidential employees for the Town Employer.
4. A Temporary Replacement EMPLOYEE as described in this Article filling in for a bargaining unit member who goes out on an extended medical leave without pay shall receive bargaining unit wages and benefits until such time as the bargaining unit member returns to his position. The Temporary Replacement EMPLOYEE, however, shall not be eligible for recall or have seniority rights, unless such Temporary EMPLOYEE is hired to

a full time position immediately following the replacement position. In such case, seniority shall be credited for the period immediately preceding becoming a permanent EMPLOYEE.

5. The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for the EMPLOYEES.
6. The EMPLOYER will not aid, promote or finance any labor group or organizations which purport to engage in collective bargaining or make any agreement with any such group for the purpose of undermining the UNION or changing any condition contained in this agreement.

ARTICLE II: DISCRIMINATION AND COERCION

There shall be no discrimination by the EMPLOYER, or agents of the EMPLOYER, against any EMPLOYEE because of their membership or lack of membership in the UNION. The EMPLOYER further agrees that there will be no discrimination against any member of their adherence to any provision of this agreement.

The UNION agrees that it will not discriminate against any EMPLOYEE of the EMPLOYER because of their failure or unwillingness to join the UNION or coerce any EMPLOYEE to join against their will.

The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, age, handicap, sex, sexual preference or religion and that such person shall receive the full protection of this agreement.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE III: DEDUCTION OF DUES AND AGENCY FEE

1. Deduction of Dues must be authorized by the EMPLOYEE to the EMPLOYER as follows:
 - A. I hereby authorize a deduction each week from my wages in the amount as certified by the Treasurer of the local UNION 1369 for membership dues in the UNION. The sums thus to be deducted are hereby assigned by me to the Local Union 1369 of the American Federation of State, County and Municipal Employees and are to be remitted to the Treasurer of the Union.
 - B. I submit this authorization and assignment with the understanding that it is voluntary and will be effective and irrevocable up to the termination date of the current collective bargaining agreement.

2. After completion of a probationary period **as defined in Article V** or the effective date of this Agreement, whichever is later, any present or future EMPLOYEE who is not a UNION member and who does not make application for membership, shall as a condition of employment, pay to the UNION each week a service charge as a contribution toward the administration of this Agreement in an amount equal to 85% of the regular weekly dues.
3. The UNION agrees that it shall save and hold the School Board harmless against any and all actions, claims, demands, losses or expenses or any other form of liability, including reasonable attorney's fees, which may arise out of, or by reason or any action taken or not taken by the School Board for the purpose of complying with any of the provisions of this Article.

ARTICLE IV: GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which arises between the parties, including the application, meaning or interpretation of this agreement shall be settled in the following manner:

STEP 1 VERBAL: A grievance must be presented orally and informally to the Facility Director by the Union and the grievant within three (3) working days after the employee knew, or in the exercise of reasonable diligence would have known of the events giving rise to the grievance. The Facility Director shall attempt to resolve the grievance.

STEP 2 WRITTEN: If the grievance is not resolved at the informal step 1 as described above a written grievance must be filed with the Superintendent of Schools within three (3) working days after the informal meeting. A meeting may then be scheduled in an attempt to remedy the grievance. The Superintendent shall notify the Union in writing within three (3) working days after the hearing of his/her response.

STEP 3 WRITTEN: If the grievance is not resolved at Step 2 it shall be presented in writing to the School Board within five (5) working days following the receipt of the Superintendent of Schools response. The School Board shall hear the grievance within fifteen (15) working days of the receipt of the grievance and shall respond in writing to the Union within ten (10) working days of the hearing.

STEP 4 ARBITRATION: If the grievance is not resolved at Step 3 the Union may, by written notice to the District, file the grievance to arbitration within fifteen (15) working days of the School Board's decision. The arbitration proceedings shall be conducted by an arbitrator mutually agreed to by the Union and the District within seven (7) working days after the notice of arbitration has been given. If the parties fail to select a mutually agreed to arbitrator the Federal Mediation and Conciliation service shall be requested to provide a panel of seven (7) arbitrators. The District and the Union shall alternately strike a name from the panel until one name remains. That person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) working days after the conclusion of testimony

and argument.

The cost of the arbitrator shall be borne equally by the parties.

The arbitrator's authority shall be limited to interpreting and applying provisions of this agreement and the arbitrator shall have no power to add to or subtract from the provisions of this agreement.

ARTICLE V: SENIORITY AND LAYOFFS

Seniority shall be defined as the length of continuous service within the Barre City/Spaulding bargaining unit or within the Barre Town bargaining unit.

The probationary period shall be the first four (4) months of employment. An employee may be discharged with or without cause during this initial probationary period.

Seniority shall only be a factor in all cases of promotion with a position covered by the bargaining unit, lay-off, re-assignment of the working force as well as preference in shift assignment and choice of vacation provided that the most senior employee is qualified to perform the duties of that classification within the Barre City/Spaulding bargaining unit or within the Barre Town bargaining unit.

The District shall establish a seniority list in accordance with the above language which shall be posted on the Union bulletin boards and sent to the Chapter Chairperson not later than July 1st annually. Any objection to the seniority list as posted shall be reported in writing to the Superintendent within thirty (30) calendar days of the posting or it will stand.

An employee's seniority shall be broken by voluntary resignation, retirement, discharge for just cause or death.

If it is necessary to have a reduction in staff the Employer shall notify the Union thirty (30) days in advance of such a layoff. Layoff shall not put an excessive workload on the remaining employees.

Employees shall be laid off in the reverse order of seniority within the Barre City/Spaulding bargaining unit or within the Barre Town bargaining unit.

An employee notified of lay off may bump to a position of equal or lower pay rate, but only to the position held by the least senior employee in that position and only if that employee is less senior than he/she.

Laid off employee shall remain on a recall list for a period of one (1) year and shall be recalled in the reverse order of layoff.

Failure to comply with the following shall result in a laid off employee being removed from the recall list:

- a. Maintain a current address with the Employer

- b. Failure to respond to the Employer within five (5) business days of receiving a recall notice
- c. Declination of recall except that an Employee shall have the right to refuse recall to a position that is substantially different from the position the employee held at the time of layoff without forfeiting the right to recall.

ARTICLE VI: PROBATIONARY AND MEDICAL REQUIREMENTS

All new EMPLOYEES shall be on probation for a period of four (4) months, and may be asked to provide the EMPLOYER with a medical report indicating that the applicant or EMPLOYEE is free of any communicable disease and is physically able to perform the duties of the position.

Not ~~less more~~ than once within each ~~twelve (12)~~ **six (6)** consecutive months of employment, following the probationary period, each EMPLOYEE may be asked to submit to a medical examination and render a written medical report to the EMPLOYER. The report shall indicate the EMPLOYEE is free of communicable disease and is physically able to perform duties of the job description.

ARTICLE VII: JOB POSTING AND BIDDING

When a position covered by this agreement within the Barre City/Spaulding bargaining unit or within the Barre Town bargaining unit becomes vacant, such vacancy shall be made known to all EMPLOYEES of that bargaining unit by the EMPLOYER, and shall be posted within five (5) working days of the vacancy. The posting shall include the job description, the work schedule, the rate of pay, date posting is made and date posting announcement expires.

This vacancy shall remain open for five (5) working days from the time of posting by the EMPLOYER. All interested EMPLOYEES shall apply, in writing, within the five (5) working day posting period, to **Human Resources ~~the Maintenance Supervisor or Facilities Director~~**. Within five (5) working days following the expiration of the posting, the EMPLOYER shall reply, in writing, to all written EMPLOYEE requests for the position. The EMPLOYER shall award the position to the most senior applicant qualified. Actual duty transfers shall become effective when the transferee's replacement has been hired and reasonably trained. Time limitations specified herein may be extended by mutual agreement between the EMPLOYER and the UNION. When an EMPLOYEE is awarded a position of higher pay they shall receive the base rate for that position.

If it is mutually agreeable between the EMPLOYER and the UNION that there is no qualified EMPLOYEE, the EMPLOYER may seek to fill the vacancy outside the UNION roster. If the position is not filled within forty (40) calendar days, the temporary replacement EMPLOYEE who has been filling this position shall be covered by this Agreement until such time as a permanent EMPLOYEE is hired.

ARTICLE VIII: HOURS OF WORK AND OVERTIME

1. Work Schedules

Hours of work: At the time of hire, employees shall be given a specific work schedule, which shall not be modified without the consent of the union

The normal work week for full-time custodians and maintenance personnel shall consist of five (5) consecutive days, eight hours a day, Monday through Friday, not including interruptions for lunch periods. **One weekend custodian may work five (5) consecutive days but not Monday through Friday.**

~~The normal work week for custodian/bus drivers shall consist of five (5) consecutive days with eight hour days, Monday through Friday, not including interruptions for lunch periods. The period of time from beginning one's shift to ending one's shift shall not exceed eleven hours in any day.~~

The normal work week for part-time custodians and maintenance personnel shall consist of up to five consecutive days with less than 8 hour work shifts, Monday through Friday, not including interruptions for lunch periods.

~~The normal work week for bus drivers shall consist of five (5) consecutive days up to eight (8) hours per day, Monday through Friday, except for interruptions for lunch periods.~~

The normal work week for clerical personnel (category 1 and 2 employees) shall be five (5) consecutive eight (8) hour days, or less except for interruptions for lunch periods, Monday through Friday, inclusive.

~~The normal work week for the part-time custodian covering the school on weekends shall be up to two (2) consecutive days, with up to eight (8) hour days, Saturday and Sunday.~~

Each EMPLOYEE shall be scheduled to work a shift with regular starting and quitting times, as provided by the EMPLOYER, except for emergency situations. Any deviation from the normal workweek, Monday through Friday, of more than one week, must be agreed upon by both the Union and the Employer and confirmed in writing. Scheduled hours will normally be for a minimum of one (1) week.

2. Overtime

All time worked in excess of ~~eight (8) hours in one (1) day or~~ forty (40) hours in any one (1) week shall be compensated at the rate of time and one-half (1 1/2). Holidays shall be considered as time worked in the computation of overtime. All overtime must be authorized by a representative of the EMPLOYER. **Overtime accumulated by an EMPLOYEE will be compensated in pay.**

Employees called back to work after completing their normal work day or work week shall receive overtime for all hours worked, this shall include a minimum of 3 hours of overtime for coming back to work. In the event an EMPLOYEE is recalled for a second

or more times within the minimum three (3) hour guaranteed period, the EMPLOYEE shall receive no additional compensation until the three hour period has expired, at which time the cycle shall repeat itself.

~~Overtime accumulated by an EMPLOYEE after June 30, 2016 will be compensated in pay. Any overtime accumulated as compensatory time prior to June 30, 2016 must be used prior to June 30, 2017 or else accumulated time will be paid out as overtime pay in the last pay period for June 2017.~~

Routine weekend building checks conducted during the school year will be compensated at time and one half in pay. The EMPLOYEE conducting building checks will document the EMPLOYEE'S time for accomplishing the building checks and submit the hours for payroll records.

The distribution of overtime shall be equalized among EMPLOYEES within the Barre City/Spaulding bargaining unit or within the Barre Town bargaining unit. Overtime among custodial EMPLOYEES shall be distributed equally on a building basis. Overtime among all other EMPLOYEES shall be distributed equally on a department basis. EMPLOYEES temporarily transferred to another job description or building shall have the choice of overtime on either their regular job or the temporary job.

On each occasion, the opportunity to work overtime shall be offered to the EMPLOYEE who has the least number of overtime hours to his/her credit at that time. If this EMPLOYEE does not accept the assignment, he/she shall be charged with the hours offered and the EMPLOYEE with the next fewest hours of overtime to his/her credit shall be offered the assignment. When overtime is refused with less than a 24 hour notice, such refusal shall not count as time worked. Overtime shall be assigned as soon as need is known.

~~A record of overtime hours worked by each EMPLOYEE shall be posted on the employee bulletin board monthly. A record of the overtime hours worked by each employee shall be made available to the Union upon request.~~

Except in emergency, as determined by the ~~Maintenance Supervisor~~ or Facilities Director, overtime work shall be voluntary. There shall be no discrimination against any EMPLOYEE who declines to work overtime.

When buildings are in use on weekends, there shall be custodial coverage for these buildings. Overtime worked on Saturday and Sundays shall be at time and one half. EMPLOYEES agree to accept a two hour minimum to come in to supervise weekend activities if given 48 hours notice, plus time will be allowed for clean-up and/or set-up.

The Board and administration reserve the right to give the key to pre-determined groups (i.e., Barre Youth League, Men's League) or individuals without custodial support.

3. In the event that any EMPLOYEE is unable to attend their work shift, the EMPLOYEE shall, not less than thirty (30) minutes prior to the commencement of the work shift, give notice to the EMPLOYER or a Supervisor of the EMPLOYEE'S inability to attend the

work shift so as to assure the EMPLOYER the opportunity to adjust schedules before the commencement of that work shift. It is also an obligation that in the event that said EMPLOYEE is unable to attend any subsequent work shift, that notice shall be likewise given, if the disability shall continue longer than one (1) work shift.

4. EMPLOYEES not expecting to work because of an emergency or other justifiable cause must notify their respective Supervisor or the Maintenance Supervisor or Facilities Director not less than fifteen (15) minutes before the scheduled time for reporting at work.
5. Any EMPLOYEE assigned to work in another classification shall be paid at their current rate of pay or the rate of the classification, whichever is higher.
6. Full-Time/Part-Time:

There are two categories of full-time employees, each of which is eligible for the benefit package provided to them either as full-year or school-year employees. FULL YEAR IS 261 DAYS and SCHOOL YEAR is 191 days. In either category, a full-time employee is one who has been hired to work a minimum of 30 hours per week.

Part-time employees are those employees who work a regular schedule but work less than 30 hours per week.

Full-time employees shall have first right of refusal for all overtime opportunities.

Part-time employees shall not be assigned any additional hours over their regular schedule shifts, unless there is no full-time employee who chooses to work those hours.

ARTICLE IX: UNION REPRESENTATIVES

A written list of UNION Stewards and other representatives of the UNION shall be furnished to the EMPLOYER immediately following their designation, and the UNION shall notify the EMPLOYER of any changes.

No time off during working hours shall be granted to investigate grievances, unless a request has been made by the Steward or UNION representative of the EMPLOYER. The EMPLOYER, as represented by the Superintendent of Schools or Building Principal, shall grant the Steward and/or representative time during working hours to investigate grievances, which request shall not be unreasonably denied.

Union Representatives: Two (2) representatives may be allowed to attend State and National Conventions at his/her own expense and without pay for a reasonable length of time, provided sufficient notice is given to the Employer.

ARTICLE X: HOLIDAYS

1. All holidays listed under this article will be celebrated on the dates specified by current State of Vermont Statutes except for those occasions when school may be scheduled to be in session. If school is scheduled on any of the holidays listed, the employee may be required to work; and if so, will be compensated for all hours worked at straight time in addition to holiday pay, taken either in pay or as a floater to be ~~to be~~ used prior to June 30 of that fiscal year. Such floaters shall be taken when mutually agreed by the employer and the employee. When school is not in session, those employees who are requested to work on a holiday will be paid straight time in addition to the holiday pay.

2. Employees shall not be required to work on the following holidays, provided school is not in session:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Town Meeting Day	Day After Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas
Labor Day	Day before New Year's

3. The day before Christmas and New Year's shall be observed on the last work day preceding Christmas and New Year's.

4. Any of the holidays listed above which fall on a Saturday shall be observed on the preceding Friday and any holiday listed above which falls on a Sunday shall be observed on the following Monday.

5. The observance of a holiday shall be interpreted to mean that regularly scheduled work shift which has its origin between 12:01 a.m. and 12:00 p.m. of the holiday.

6. The right to receive holiday pay is contingent upon the employee working the regularly scheduled work day before and after the holiday. The employee may receive holiday pay if unable to work if the employee submits a written statement from a qualified physician. Properly approved leave shall not disallow holiday pay.

7. Part-time employees will be provided with a paid holiday for Thanksgiving and Christmas.

ARTICLE XI: VACATIONS

1. Full Time full year EMPLOYEES shall receive paid vacation according to the following schedule as calculated from the anniversary date of hire.

At the completion of 30 days of employment, paid vacation shall accrue at the rate of 6

days per year, .50 days per month or .231 days per payroll.

At the completion of 1 year, paid vacation shall accrue at the rate of 12 days per year and be available to use at the completion of 1 year, 1.00 days per month or .462 days per payroll.

At the completion of 5 years, paid vacation shall accrue at the rate of 15 days per year, 1.25 days per month or .577 days per payroll.

At the completion of 10 years, paid vacation shall accrue at the rate of 20 days per year, 1.67 days per month or .769 days per payroll.

For employees employed under this agreement on June 30, 2016, at the completion of 16 years, paid vacation shall accrue at the rate of 25 days per year, 2.08 days per month or .962 days per payroll.

Employees will move to the next level of accrual on the first of the month immediately following their employment anniversary date.

2. An EMPLOYEE'S pay stub shall show all accrued vacation time.
3. The employer will normally operate the school with reduced staffing during the first two (2) weeks in July, during which time employees are encouraged, but not mandated, to utilize vacation time.
4. The employee shall indicate his/her summer vacation preference to his/her immediate supervisor prior to June 1 of each year. The immediate supervisor shall coordinate all requests for vacations resolving multiple requests for the same periods on the basis of seniority. Approved vacation schedules shall be posted prior to June 15 of each year.
5. If an employee desires to change his/her vacation period to a time different from the period of time on the approved vacation schedule, the employee shall provide at least a two (2) week notice to his/her immediate supervisor. Such change shall be granted at the sole discretion of the Board or its designee, and provided it does not cause undue burden to the department.
6. Employees will be allowed to carry over to the next fiscal year unused vacation days up to one year's accrued vacation time. The employees will be allowed to use vacation time one day at a time or in multiple days if approved by their supervisor. This approval will not be unreasonably denied.
7. Vacation may be taken at any time during the calendar year, when mutually agreed upon by EMPLOYER and EMPLOYEE.
8. An employee utilizing at least five (5) consecutive vacation days will be paid his/her vacation time in advance provided the employee makes a written request through his/her supervisor at least ten (10) days in advance of the start of the vacation. Vacation pay shall be the equivalent of one work day's pay for each day of vacation, and will be paid

on the last pay period prior to said vacation.

9. Part time full year employees who are employed at least .5 FTE are eligible to accrue paid vacation leave on a pro-rated basis. Part time full year employees who are employed less than .5 FTE and school year employees are not eligible to receive vacation time.
10. Employees who resign without providing at least two (2) weeks prior notice or are discharged for cause shall forfeit any right to accrued vacation or vacation pay. An employee who provides the Employer with written notice of resignation at least ten (10) working days prior to the effective date of his/her resignation or who shall be laid off by the Employer for lack of work, shall be entitled to receive payment for accrued vacation time. In the event of the death of an employee the value of any accrued, unused vacation days shall be paid to the employee's spouse, beneficiary or estate, as applicable.

ARTICLE XII: SICK LEAVE, DEATH BENEFITS, AND PERSONAL LEAVE

1. (A) Each EMPLOYEE of the EMPLOYER shall be entitled to one and one-quarter (1 1/4) days per month accumulative sick pay for a total of one hundred **(100) and ~~thirty~~** days. No paid sick leave shall be allowed to be taken during the first four (4) months of employment. A doctor's certificate may be required, by the EMPLOYER, in order to receive sick leave pay after three consecutive days of sick leave or a pattern indicating abuse. In counting sick leave days for a period of sickness, the days shall be counted consecutively on scheduled work-days only from and including the first day of sickness. Sick leave shall, upon request of the EMPLOYEE, be granted for sickness in the immediate family to a maximum of ten such days in any one fiscal year, and charged to the EMPLOYEE'S accumulated sick leave. If additional sick leave is needed for any reason, it may be requested of the School Board, who shall grant or deny such additional time at its sole discretion.

If an EMPLOYEE uses no sick leave in one contract year, the EMPLOYEE will be paid a \$200.00 bonus.

Use of sick leave for worker's comp purposes or when donated to the sick leave bank will not be counted against an EMPLOYEE when calculating eligibility for the \$200.00 bonus.

(B) Any bargaining unit member may donate sick leave days to any other bargaining unit member who, because of catastrophic illness or accident, has used all sick leave days allocated to him/her according to the following provisions:

- 1) EMPLOYEES who qualify to use this pool may not use more than a total of 35 days in a calendar year, **except in the following case:**
 - **An EMPLOYEE experiencing a long term illness or disability shall make a timely application for benefits under the LTD Plan, and may draw sick leave from the bank as necessary only to meet the elimination period under the LTD Plan.**

- 2) The recipient(s) must have exhausted all personal sick leave.
- 3) There is no limit of how many sick leave days a member may donate to the pool, but the total number of days in the sick leave bank shall not exceed 50 days at any given time.

Days donated to the sick leave bank may roll over year to year but the total number of days shall not exceed the 50 day limit.

- 4) The recipient must provide a doctor's certificate of medical disability. At the option of the School Board, a second opinion may be required.
- 5) Sick leave bank may not be used for family illness or to extend maternity leave.
- 6) Sick leave bank may not be used for elective medical procedures.
- 7) Sick leave bank may be used for worker's compensation absences.

2. In the event of death in the immediate family of an EMPLOYEE, the EMPLOYEE shall be granted a four-day leave, without loss of pay, and such absence shall not be charged to the sick leave. This time shall be used within two days following the day of the funeral. Immediate family is defined as: father, mother, spouse, daughter, son, brother, sister, step-daughter, step-son, niece, nephew, and grandchild.
3. In the event of the death of a mother-in-law, father-in-law, grandparent, aunt, uncle, or cousin of an EMPLOYEE, said EMPLOYEE shall be granted a two-day leave without loss of pay, and such absence shall not be charged to sick leave. This time shall be used within one day following the day of the funeral. If funeral necessitates travel out of the town, EMPLOYEE may ask for a two (2) day extension and it shall be left to the discretion of the EMPLOYER.
4. Two (2) days leave of absence for personal, business, legal or family matters which require absence during working hours (except for the purpose of extending vacation) shall be granted with full pay. The EMPLOYEE shall notify the EMPLOYER or designee forty-eight (48) hours before taking such leave, except in case of emergency, and shall state one of the above reasons for this leave.
5. An EMPLOYEE who retires shall receive the amount of fifteen dollars (\$15) per day of severance pay for accumulated unused sick leave up to a maximum of one hundred (100) days.
6. Workers' Compensation: When an employee is on Workers' Compensation, he/she shall be paid his/her full salary by the Employer. When the employee receives his/her Workmen's Compensation check, the employee will turn over said check(s) to the Employer. Sick leave time shall be reinstated to the employee in direct ratio to the amount of money being turned over to the Employer.
7. Any employee who has exhausted his/her accumulated sick leave may, at the sole discretion of the employer, be granted extended sick leave, without pay. This includes combined positions, where an employee may be able to fulfill one position of their described duties but not the other. The Employer shall continue to provide health insurance for the period or time that the leave has been granted. In addition to accruing seniority when on extended sick leave, an employee shall be returned to the position held

at the time the extended leave was granted provided said position has not been eliminated consistent with the terms of this Agreement.

8. Leave of Absence: Unpaid leave of absence shall be granted for any reasonable purpose as determined by the Employer. In addition to accruing seniority while on unpaid leave of absence, granted under the provisions of this section,, an employee shall be returned to the position held at the time the leave of absence was granted, provided that position has not been eliminated consistent with the terms of this Agreement.
9. Statutory Leave: To the extent that the following statutory provisions are applicable to the Employer, the Employer shall comply with the requirements of the federal Family and Medical Leave Act (“FMLA”) and the Vermont Parental and Family Leave Act (“PFLA”). Leave pursuant of each of these acts shall be provided according to the Employer’s policies and practices. Pursuant to these policies and practices, employee shall be required to utilize any and all paid leave time as provided by, and consistent with, this Agreement during any period of leave provided pursuant to the FMLA and the PFLA. Also, FMLA and PFLA leave will be provided concurrent with Workers’ Compensation benefits. All other matters regarding the administration of leave provided pursuant to the FLMA and the PFLA shall be as provided by the Employer’s policies and practices.

ARTICLE XIII: WORK EQUIPMENT AND RULES

The Employer agrees to provide all material, equipment and tools as reasonably required to perform the duties assigned the employees covered by this Agreement, solely within the employer's considered judgment. Employees having use of equipment and property shall take more than ordinary care in the use and preservation of the property and equipment and the use of supplies shall not be unduly excessive so as to be wasteful.

ARTICLE XIV: NO STRIKE

The EMPLOYER and the UNION subscribe to the principle that differences shall be resolved peacefully and by appropriate means without interruption of work. The UNION agrees, therefore, that there shall be no strikes, work stoppages or other concerted refusals to perform work by the EMPLOYEES during the term of this agreement. The EMPLOYER agrees that during the term of this agreement it will not lock out any of the EMPLOYEES covered by this agreement.

ARTICLE XV: ACCESS TO PREMISES

No representative of the American Federation of State, Municipal and County Employees (AFL-CIO) and/or local, shall enter the premises of the EMPLOYER for the purpose of discussing working conditions with EMPLOYEES unless permission has been first obtained from the EMPLOYER. No meeting of the EMPLOYEES with representatives of the UNION or with representative of the Local shall be held during working hours without the written permission of the Superintendent of Schools. In those cases where permission is granted to the UNION

representative or a member of the Local to enter the building and to discuss working conditions with EMPLOYEES, it shall be done in a manner which will not interfere with the performance of duties assigned to the EMPLOYEE or EMPLOYEES. No meeting of the EMPLOYEES shall be held during working hours within any building of the EMPLOYER.

The EMPLOYEES shall have the right to meet to conduct business matters after work hours in the room where the bulletin board is located, or in a room assigned, when permission is requested of and granted by the EMPLOYER.

For the children's safety, any individual entering the school must report to the Principal's office stating the purpose of the visit.

ARTICLE XVI: EMPLOYER SHALL HAVE THE RIGHT

1. In recognition of the fact that the laws of the State of Vermont vest responsibility in the Employer for the quality of education in, and the efficient and economical operation of, the Barre Town School District, Barre City School District, and Spaulding High School Union District, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this contract, and subject to all non-delegable and fiduciary responsibilities as mandated from time to time by Vermont and federal law, the Employer retains all rights and powers that it has, or may hereafter be granted by law, these rights shall include by example, but shall not be limited to the right to:
 - hire and assign employees of its own choice and to determine the number to be employed;
 - plan, direct, schedule, assign, transfer and control employee work assignments and duties;
 - determine the means, methods, processes, materials, and equipment necessary to deliver the services provided by the District;
 - maintain the efficiency of employees;
 - create, revise, and eliminate positions;
 - determine, establish and discontinue methods of operation;
 - prepare job qualifications and job classifications;
 - establish and change performance standards and expectations;
 - determine employee work schedules and hours;
 - establish and require reasonable rules and regulations not in conflict with the terms of this Agreement;
 - hire, demote, and discipline employees;
 - suspend and discharge employees.
2. The Board's exercise of any management right or function in a particular manner shall not preclude the Board from exercising the same right or function in any other manner which does not expressly violate a specific written provision of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.

ARTICLE XVII: DISCIPLINARY ACTION

To discipline or discharge EMPLOYEES for any just cause which shall include, but not be limited to, the following:

- reporting to work under the influence of alcohol or drugs;
- drinking alcoholic beverages during working hours;
- theft;
- improper or immoral behavior and
- failure to perform work satisfactorily-

That any disciplinary action which it shall take toward any EMPLOYEE shall be done discreetly so as to avoid, when possible, public notoriety and embarrassment to those involved.

Management retains the right to discharge and/or discipline any employee for just cause. Such discharged or disciplined employee and/or the Union shall have the right to file a grievance at the step of the Grievance and Arbitration Procedure immediately following the step involving the supervisor implementing the discharge or discipline.

Disciplinary action will be imposed in the fairest, discreet, and most appropriate form. Depending on severity, disciplinary action will be imposed as an oral reprimand, written reprimand, suspension and dismissal. All suspensions and dismissals will be written.

If the employer is considering a discharge, the effected employee will be provided an opportunity to meet with the employer prior to the decision being made.

ARTICLE XVIII: INSURANCE

Health Insurance:

During the period beginning July 1, 2017 through December 31, 2017 the Employer will offer full-time employees (30 hours or more) VEHI Blue Cross/Blue Shield dual option plan provided by the Vermont School Board Insurance Trust (“VSBIT”).

Said employees may elect single, two person, or family coverage membership in the VEHI dual option plan, as appropriate. The employer will contribute toward the premium costs of said plans to the percentages noted below, and employees shall pay the remainder of the premium cost through a plan of payroll deduction. The Employer will establish and maintain a pre-tax Internal Revenue Code 125 Premium Conversion/Premium Only Plan for employee contribution to health insurance premiums.

Members of the bargaining units who choose to take the VEHI Plan will pay as follows:

Barre Town: 20% of the health insurance premium for whichever plan they choose.

Barre City/Spaulding: 20% of the health insurance premium for whichever plan they choose, or 9% of their base salary, whichever is less.

Effective January 1, 2018 full-time employees (i.e., those employees regularly scheduled to work at least thirty [30] hours or more per week) may elect coverage under one of the four (4) health insurance plans offered by VEHI. The District will contribute an amount of money toward the cost of health insurance premium for each full-time employee participating in one (1) of the four (4) group health insurance plans offered by the District through VEHI. The District's contribution to the cost of a full time employee's health insurance premium will be as follows:

<u>Coverage Level(Tier)</u>	<u>Monthly</u>	<u>Annual</u>
Family Coverage:	\$1,160.00	\$13,920
Two Person:	\$ 790.00	\$ 9,480
Parent/Child(ren)	\$ 650.00	\$ 7,800
Single	\$ 420.00	\$ 5,040

An eligible employee may select single, two-person, parent and child(ren) or family coverage under any of the available plans offered by VEHI. An employee electing coverage under any of the VEHI Plans may apply the District's premium contribution to the cost of the Plan selected in an amount up to but not to exceed the cost of the premium for the level of coverage selected. An employee electing coverage under the VEHI Gold CDHP Plan or a more expensive group health Plan offered by VEHI will pay the difference in premium cost between the cost of the Plan selected by the employee and the amount contributed by the District. An employee selecting coverage under a less expensive Plan offered by VEHI may apply the District's premium contribution to the cost of the Plan selected in an amount up to but not to exceed the full cost of the annual premium for the Plan selected.

Employee contributions to the cost of health insurance premiums will be made by payroll deduction on a pre-tax basis through a Section 125 Plan administered by the employer.

In addition to the premium contributions referenced above, the District will establish and maintain Health Reimbursement Accounts (HRA) for employees who select coverage under either the VEHI Gold CDHP Plan or the Silver CDHP Plan. The District will pre-fund the HRA maintained for any full time employee participating in either the Gold or Silver CDHP Plan to the following levels each Plan year (January 1 through December 31): single plan = \$1,000; two person, parent and children and family plans = \$2,000. Funds in the HRA will be available and may be used solely to pay for qualified medical and prescription drug expenses that track towards the annual deductible of the Plan selected. Employees will be issued debit cards with which to pay eligible medical and prescription drug charges subject to the deductible amounts funded by the District. Unspent funds will not rollover or accumulate from year to year, but will revert to the District, subject to a ninety (90) day run out period. Employees will be responsible for payment of qualified medical and prescription drug expenses that track towards the annual deductible only after funds in the HRA (i.e., \$1,000 or \$2,000, as applicable) are exhausted. Employees are responsible for the payment of any co-payments or coinsurance charges incurred up to the out of pocket maximums for the Plan selected.

The District's annual contribution toward premium costs and HRA funding (if applicable) will be pro-rated for Employees who are eligible to join the group health

insurance plan and who become employed or eligible for insurance after January 1 of any Plan Year.

The District will be responsible for the administrative costs of operating the HRA plan. Any substantive or procedural issue related to the operation or administration of the HRA Plan not specified herein is left to the discretion of the District.

COBRA: In the event that an employee is laid off, he or she shall not receive insurance benefits at the expense of the Employer. However, the employee may elect to continue insurance benefits by paying the applicable premiums therefore at the office of the Superintendent as allowed by VEHI and as prescribed by the Consolidated Omnibus Budget Reduction Act (COBRA).

Opt Out: An employee who is eligible for the health insurance plans noted herein may elect to receive a one-thousand dollar (\$1,000) lump sum cash payment in lieu of said health insurance coverage under the following conditions:

(1) By June 15 preceding the fiscal year for which the employee elects the lump sum payment, the employee will present written verification that he/she has alternative health insurance coverage, that shall remain in effect while an employee of the district.

(2) The lump sum payment shall be provided to the employee on or before June 30th of the fiscal year for which the employee elects the payment.

Re-open: Should a policy become available with an alternate insurer, providing equal or improve benefits at a reduced premium cost, the EMPLOYER reserves the right to reopen negotiations with the UNION on this Article. Should a state or national health insurance program be enacted, the EMPLOYER reserves the right to reopen negotiations with the UNION on this Article.

Group Life Insurance: The school district or supervisory union shall pay 100% of the cost of a group term life insurance in the amount of \$25,000 with double indemnity based on \$25,000. ~~For EMPLOYEES within the Barre City/Spaulding bargaining unit, the EMPLOYER will provide group life insurance protection for each EMPLOYEE in the face amount of \$15,000 to be paid to the EMPLOYEE'S estate or designated beneficiary subject to the limitations of the carrier. For EMPLOYEES within the Barre Town bargaining unit, the EMPLOYER will provide group life insurance protection for each EMPLOYEE in the face amount equivalent to that of the employee's annual projected salary, in one thousand dollar (\$1,000) increments to be paid to the EMPLOYEE'S estate or designated beneficiary subject to the limitations of the carrier.~~

Group Dental: The EMPLOYER agrees to provide dental insurance benefits on the same terms and conditions that this insurance is provided for teachers.

The EMPLOYER agrees to provide group disability insurance, and the EMPLOYEE agrees to accept any additional benefits included with the disability policy in place, to all employees who are eligible to receive benefits under the terms of this Agreement. Disability coverage will begin after meeting the eligibility requirements for receiving

benefits under the disability plan, including a ninety (90) day elimination period. Disabilities are only those medical conditions as defined as disabilities by the carrier and covered by said insurance policy. The benefit will cover sixty-six percent (60%) of monthly earnings with a maximum benefit of \$6500 per month.

ARTICLE XIX: COFFEE BREAK

1. A fifteen-minute coffee break for EMPLOYEES shall be allowed for each four hours worked.
2. Coffee breaks shall be at such time within the hours assigned and in such a manner that job interference will be held to a minimum.

ARTICLE XX: JURY DUTY OR SUBPOENAED WITNESS

EMPLOYEES will be granted leave for required jury duty or as a subpoenaed witness without loss of pay and will reimburse EMPLOYER money received from the court, excluding travel reimbursement.

Jury Duty: Mandatory court attendance for jury duty - or subpoenaed witness. Employees shall be paid their regular weekly wage by the Employer. The employee shall endorse any check received from the court, for duty, over to the Employer. The intent of this article is to have the Employer recover the wages that would have ordinarily been paid to the employee for this day's work.

ARTICLE XXI: PAY AND CLASSIFICATION PLAN

1. The pay and classification plan for EMPLOYEES covered by this agreement shall be appended to this agreement and made a part hereof. The increase reflected in said plan shall become effective on the dates noted in the said appendix.
2. Members of the bargaining unit will be paid on a bi-weekly basis.
3. EMPLOYEES will be compensated at the standard mileage reimbursement rate for a privately owned automobile (POA) established by the Internal Revenue Service (IRS) whenever they use their automobiles during the school day to conduct official school business which has been specifically authorized and approved by the administration.
4. Pay for Temporary Assignment: Employees temporarily assigned to higher rated jobs, except for learning periods, shall be paid the higher rate while performing the job. Employees temporarily assigned to lower rated jobs at a time when there is work available on their regular job shall receive their regular rate. The time period will be mutually agreed upon.

Lack of Work Pay: In the event an employee reports to his/her place of work at his/her regularly scheduled time without having had any previous notice and is sent home for lack of

work, he/she shall be paid for one-half (1/2) of his/her regular scheduled hours at the rate to which he/she would be entitled. (~~Refer to Article 23.1~~).

ARTICLE XXII: CLOTHING ALLOWANCE AND VISION MATERIALS REIMBURSEMENT

1. The EMPLOYER shall provide each year four sets of uniforms for each EMPLOYEE, four (4) shirts and four (4) pants. Such uniforms will be quality cotton jeans and cotton shirts. Repair or replacement of uniforms shall be at the discretion of the EMPLOYER.

The EMPLOYER will provide coveralls as required for special tasks. The EMPLOYER will provide winter coveralls for employees required to work outside in the winter. ~~including, at the time of hire, to each full or part time bus driver who is required to install tire chains for winter driving conditions.~~

2. The EMPLOYER agrees to reimburse EMPLOYEES up to \$200.00 per year for the purchase of shoes, tee shirts, shorts, jackets and similar uniform items and eye glass frames and lenses.
3. The cleaning and washing of uniforms will be the responsibility of the EMPLOYEE. EMPLOYEES may purchase and wear shorts and tee shirt uniforms.

ARTICLE XXIII: LABOR - MANAGEMENT COMMITTEE

The Board and the Union will develop a Labor - Management Committee which will consist of the Chapter Chairs, Union stewards, the Superintendent of Schools, the Maintenance Supervisors and the Facilities Director to more effectively and efficiently communicate problems between the two groups.

ARTICLE XXIV: MODIFICATION OF POSITIONS

If the EMPLOYER makes a substantial change to a job description, the EMPLOYER and the UNION shall negotiate the effect of such change on the wage rate of that job.

Job Descriptions shall be discussed with the Chapter officers prior to posting. The job descriptions shall not be changed without posted notice. Notices will be posted for a minimum of ten (10) days.

ARTICLE XXV: SUB-CONTRACTING

The EMPLOYER shall be permitted to contract out work on a temporary basis that requires special expertise, specialized equipment not currently available to the EMPLOYER, or under exigent circumstances. The EMPLOYER shall not contract any work that has been traditionally done by bargaining unit EMPLOYEES. The EMPLOYER shall give the UNION advance notice of their intent to contract out work when the situations addressed above arise.

ARTICLE XXVI: TERMINATION

THIS AGREEMENT executed this _____ day of _____, A.D. 2016 shall be effective as of July 1, 2016 and shall continue in full force and effect until midnight of June 30, 2017.

THIS CONTRACT shall continue in full force and effect after June 30, 2017 from year-to-year unless the UNION notifies the EMPLOYER, in writing delivered to the EMPLOYER, not later than October 1, 2016, of its desire to terminate this AGREEMENT or to negotiate new terms.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____ day of _____, 2016.

BARRE CITY SCHOOL DISTRICT

SPAULDING HIGH SCHOOL UNION DISTRICT

BARRE TOWN SCHOOL DISTRICT

EXECUTED by the School Chapter of Local #1369, Council 93, American Federation of State, County and Municipal Employees - AFL-CIO.

(Negotiating Committee Member)

(Negotiating Committee Member)

(Negotiating Committee Member)

(Negotiating Committee Member)

THE FOREGOING CONTRACT approved by the American Federation of State, County and Municipal Employees, AFL-CIO:

By: _____
AFSCME Representative
or Duly Authorized Agent

ARTICLE XXVII: MISCELLANEOUS

1. All employees will be evaluated in January of each year, or six months from date of hire, by the employee's immediate supervisor. The evaluation shall be in written form. Each employee will meet with the supervisor to discuss performance prior to the written evaluation.

A copy of the employee's evaluation shall be given to the employee and signed before being placed in his/her personnel file. It is understood the employee's signature does not constitute agreement.

- ~~2. When school is canceled, the bus drivers shall be notified either by the Employer calling a designated telephone number or by notifying the radio stations prior to 6:30 a.m.~~

- ~~3. If, in the judgment of the driver, mechanical or road conditions are unsafe, the driver will notify the supervisor, who will, in turn, make a determination on the action to be taken to resolve the situation. The supervisor shall notify the Superintendent of Schools indicating the difficulty, as well as the action taken, as soon as possible. The supervisor will maintain a log of the decisions made regarding road and mechanical conditions. This log will be available to all employees and/or the Union.~~

4. The Employer and the Union shall cooperate fully in matters of safety, health and sanitation affecting the students, teachers, administration and employees. Employees covered by this Agreement shall report any hazardous or unsafe working conditions to the Principal and/or responsible administrator. Employees shall not be required to perform duties under hazardous or unsafe working conditions

5. Union Activities on Employer's Time and Premises: The Employer agrees that reasonable time off without loss of pay, during working hours on the employer's premises, shall be granted, with the permission of the building Principal. The Steward, Secretary and Chapter Chairman shall be allowed to: post Union notices, distribute Union literature, attend negotiating meetings with the Employer, consult with the Employer, consult with AFSCME Local #1369, Council #93 officers, i.e., President, Vice President, Secretary and Treasurer, and consult with Council or International representatives concerning the enforcement of any provision of this Agreement.

6. If an employee is a member of AFSCME Local #1369, Council #93, and an officer of AFSCME Local #1369, Council #93, he/she shall be allowed time off without pay to attend to Union affairs, provided sufficient notice is given to the Employer.

7. Should any provision of this Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The District and Union shall meet within sixty (60) days to renegotiate the language in the invalid section.

8. The EMPLOYER'S ~~Maintenance Supervisor or~~ Facilities Director agrees to discuss

with the UNION Steward any safety or health problems that may arise.

9. Bulletin boards shall be located in the room or area in each school building that is assigned to the custodian.
10. The payroll and employment records of the employee shall be made available upon request to the officers of the Union, with the written consent of the employee, in connection with the enforcement and carrying out of the terms and provisions of this Agreement. The aforementioned records shall not be removed from the area where they are generally housed, and shall be used by the Union with supervision of an employee of the school who is regularly employed in the office in which the records are kept

~~11. **Bus Driver and Bus Driver-Custodian: Extra trips will be stated as any trip outside of the regular transportation schedule of children to and from school. When extra trips run through a meal period, drivers shall be supplied with meals or reimbursed a reasonable amount for such meals.**~~

~~Part-time bus drivers who are required to attend meetings or training classes shall be paid at their normal rate of pay. During the first two (2) weeks of the school year, the second bus will be limited to students in K-4; however, exceptions may be made to allow students from other grades to ride the bus when deemed appropriate by the District.~~

~~The employer will pay the full cost of the renewal of a Commercial Driver's License for employed bus drivers.~~

~~**Random Alcohol and Drug Testing for CDL Employees:**~~

~~All employees who may perform work for the Employer which requires a commercial driver's license ("CDL") recognize that the Employer must engage in a random drug and alcohol testing program as mandated through the Omnibus Employee Testing Act. The Employer retains the right to develop, implement, modify, revise and enforce procedures for the implementation of the drug and alcohol testing program noted herein and said procedure shall be attached to this Agreement as an appendix.~~

~~In the event the Employer wishes to modify and revise this procedure, it will first meet and confer with the Union. To the extent that there is a dispute regarding the application of this procedure, the only issue that may be submitted to the grievance/arbitration procedure of this Agreement is whether or not the Employer complied with the terms of the testing procedure.~~

APPENDIX A

WAGES

Base Rate of Pay Schedule

	<u>Base rate of pay</u>
<u>Position</u>	<u>2017-2018</u>
Receptionist	\$13.70
Copy/Supply Clerk	\$13.70
Custodian	\$15.00
Grounds Keeper	\$15.80
Maintenance	\$15.80
Custodian/Maintenance/Grounds Keeper	\$15.80
Night Facilities Leadsman	\$18.00
Building Facilities Coordinator (Day)	\$21.00

For the 2017-18 school year, current employees receive a \$0.35 raise to their 2016-17 rate or move to the rate of pay above, whichever is higher.

EMPLOYEES moving to or from one regularly scheduled shift to another shall have their pay adjusted with the following shift differentials:

- **First shift to second shift shall receive a shift differential pay increase of fifty cents (\$.50) per hour. Second shift is defined as starting and ending between the hours of two p.m. (2:00) and twelve midnight (12:00)**
- **Second shift to first shift shall receive a shift differential pay decrease of fifty cents (\$.50) per hour.**
- **Second shift to third shift shall receive a shift differential pay increase of twenty-five cents (\$.25) per hour. Third shift is defined as hours extending hours beyond twelve midnight (12:00) of the day following the start of the shift.**
- **Third shift to second shift shall receive a shift differential pay decrease of twenty-five cents (\$.25) per hour.**
- **First shift to third shift shall receive a shift differential pay increase of seventy-five cents (\$.75) per hour.**
- **Third shift to first shift shall receive a shift differential pay decrease of seventy-five cents (\$.75) per hour.**

EMPLOYEES asked to work overtime beyond their assigned shift shall be paid at the overtime rate of their assigned shift

Base Rate of Pay Schedule

	<u>Base rate of pay</u>	<u>Increase/hr</u>	<u>Base rate of pay</u>
<u>Position</u>	<u>2015-2016</u>	<u>\$ 0.45</u>	<u>2016-2017</u>
<u>BTMES</u>	-		-
Bus Driver	\$19.00	\$ 0.45	\$19.45
Day Custodian	\$14.00	\$ 0.45	\$14.45
Night Custodian	\$14.50	\$ 0.45	\$14.95
Grounds Keeper	\$14.50	\$ 0.45	\$14.95
Night Leadsman	\$15.00	\$ 0.45	\$15.45
Day Maintenance Leadsman	\$16.00	\$ 0.45	\$16.45
Night Maintenance Helper	\$15.00	\$ 0.45	\$15.45
Registrar	\$16.00	\$ 0.45	\$16.45
Receptionist	\$13.00	\$ 0.45	\$13.45
Copy/Supply Clerk	\$13.00	\$ 0.45	\$13.45
-	-	-	-
<u>BCEMS/SHS-CVCC</u>	-	-	-
Custodian	\$ 15.79	\$ 0.25	\$16.04
Utility I	\$ 15.79	\$ 0.25	\$16.04
Utility/Grounds Worker	\$ 15.79	\$ 0.25	\$16.04
Utility II	\$ 17.65	\$ 0.25	\$17.90
Utility IIA	\$ 17.65	\$ 0.25	\$17.90
Utility III	\$ 18.00	\$ 0.25	\$18.25
Head Custodian	\$ 18.73	\$ 0.25	\$18.98
Maintenance Coordinator (SHS)	\$ 20.47	\$ 0.25	\$20.72

For the 2016-17 school year, current Barre Town employees receive a \$0.45 raise to their 2015-16 rate or move to the salary schedule above, whichever is higher. For the 2016-17 school year, Barre City/Spaulding employees receive a \$0.25 raise to their 2015-16 rate or move to the salary schedule above, whichever is higher, plus the longevity pay of ten cents (\$.10) per hour for each year of continuous service.

For Barre Town employees driving a bus and working as custodians or maintenance personnel shall be paid at the hourly rate for the hours worked at each job assignment unless they are currently being paid at a combined rate that is higher than the base rate for new hires.

Barre City/Spaulding EMPLOYEES working a regular scheduled shift between the hours of seven a.m. (7:00) and four p.m. (4:00) shall not be eligible for additional compensation beyond the established base rate for their position. EMPLOYEES working a regularly

~~scheduled shift between the hours of two p.m. (2:00) and twelve midnight (12:00) shall receive a shift differential pay of fifty cents (\$.50) per hour.~~

~~Barre City/Spaulding EMPLOYEES working a regularly scheduled shift extending hours beyond twelve midnight (12:00) of the day following the start of the shift shall receive a shift differential pay of seventy-five (\$.75) per hour.~~

~~EMPLOYEES asked to work overtime beyond their assigned shift shall be paid at the overtime rate of their assigned shift~~

~~Paid leave (vacation, sick, personal, etc.) will be compensated at the same rate of pay that the EMPLOYEE would have received for that day's work.~~

APPENDIX B

ACKNOWLEDGMENT OF ARBITRATION

We understand that this Agreement between the Barre City School District, Spaulding High School District, Barre Town School District and the Barre City/Spaulding and Barre Town School Chapters of AFSCME Local #1369, Council 93, contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question on constitution or civil rights. Instead we agree to submit any such dispute to an impartial arbitrator.

BARRE CITY SCHOOL DISTRICT

by: _____

SPAULDING HIGH SCHOOL UNION DISTRICT

by: _____

BARRE TOWN SCHOOL DISTRICT

by _____

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES AFL-CIO

BARRE CITY/SPAULDING UNIT

by: _____

BARRE TOWN UNIT

by: _____

APPENDIX C

RETIREMENT AND 403(B) PLAN

1. BARRE TOWN EMPLOYEES

Municipal Retirement:

The Employer will provide Plan B of the Vermont Municipal Employees Pension Plan for all eligible employees, as defined by the Plan. Employees shall have the option of choosing Group C. All new employees shall have Group C coverage. For the clerical positions, individuals employed by the district on or before 01/04/05 will remain in VMERS Plan B and employees hired after 01/04/05 will also enroll in Plan B – provided (1) this is allowed by VMERS and; (2) the District's contribution toward Plan B is no greater than it would be for Plan C.

2. BARRE CITY/SPAULDING EMPLOYEES

403(b) PLAN

Full-time Employees shall receive an EMPLOYER contribution to their 403(b) Plan of six and one quarter percent (6.25%) of the Employee's wages for the school year.

~~**A. Employees may contribute to any existing 403(b) Plans established by the Board for its Employees in accordance with Plan requirements.**~~

~~**B. Full-time Employees are eligible for matching contributions to their 403(b) Plan from the Board up to an amount not to exceed six and one quarter percent (6.25%) of the Employee's wages for the school year.**~~

The parties agree that the content and requirements of the Plan document, or subsequent amendments to the Plan document, are not subject to negotiation. All contributions to a 403(b) Plan shall be through payroll deduction, and the Administration is authorized to implement appropriate payroll forms and procedures for this purpose.

Employee Voluntary 403(B) Contributions

Employees may contribute to any existing 403(b) Plans established by the Board for its Employees in accordance with Plan requirements.

APPENDIX D

D.O.T. COLLECTION PROCEDURE

- ~~1. Request a photo identification from the donor; it may be either a company photo badge or a driver's license with a photo.~~

~~If the donor has no photo ID then the identification must be made by a company official who can positively identify the individual. Document the company official's name, the date, and the time of verification.~~

- ~~2. The donor completes the Drug Testing Custody and Control Form and transfers it to the collector.~~

- ~~3. The collector fills out the applicable information on the form, including:~~

- ~~a. the MRO information in the appropriate section~~

- ~~b. the reason for drug testing (pre-employment, periodic, random, reasonable cause, follow-up, or post-accident)~~

- ~~c. the drugs which are to be tested~~

- ~~4. The collector asks the donor to remove any unnecessary outer garments such as a coat or jacket and any bulky items from his/her pockets~~

- ~~5. All personal belongings, such as a purse or briefcase, remain with the outer garments in a secured area~~

- ~~6. The donor is instructed to wash and dry his/her hands~~

- ~~7. The donor selects a urine specimen collection kit that is in a sealed wrap~~

~~Note: The donor remains in the presence of the collector and does not have access to fountains, faucets, soap dispensers, or any other materials which could be used to adulterate the specimen~~

- ~~8. The donor enters a stall or otherwise partitioned area that permits individual privacy~~

- ~~9. The collector wears rubber gloves for his/her personal protection~~

- ~~10. The collector receives the specimen from the donor~~

~~The donor is encouraged to wash his/her hands after providing the specimen~~

After collection:

UPON RECEIVING SPECIMEN FROM EMPLOYEE

~~11. The collector measures the temperature of the specimen (temperature strip is on the cup)~~

~~—Acceptable range is 90.5°F—99.8°F~~

~~—Time from urination to temperature measurement shall not exceed four minutes~~

~~The collector records the temperature on the custody and control form if it is out of range.~~

~~—If the specimen temperature is out of range, offer the applicant an opportunity to have an oral temperature measured to explain the temperature out of range. If the oral temperature does not explain the difference, record the actual temperature of the urine on the chain of custody form.~~

~~12. The collector transfers the specimen from the collection container into the two bottles provided~~

~~13. If the toilet has a water tank, the collector checks that the security tape is still intact~~

~~14. Both the collector and the donor keep the specimen in view at all times prior to its being sealed with security seal~~

~~15. The collector initials both security seals while they are still on the custody and control form. The donor observes the collector placing one tamperproof seal over each bottle's cap and down the sides of the bottle.~~

~~—The donor then initials both bottle security seals on the bottle.~~

~~16. The donor and the collector complete the required information on the custody and control form. The collector must, at a minimum, provide two signatures and dates a) when the specimen is received; and (b) when the specimen is shipped~~

~~17. On the MRO's copy, the donor provides a phone number where the donor can be reached within the next few days and his/her date of birth. The donor receives the "donor copy" of the custody and control form~~

~~18. The collector notes any unusual circumstances, behavior, or occurrences associated with the collection on the custody and control form~~

~~19. The collector prepares the specimen for shipment (refer to the company's instructions for shipment, if applicable)~~

Note: ~~If the specimen is not immediately prepared for shipment, it must be appropriately safeguarded (secured) during temporary storage~~

- ~~(a) Specimens should be shipped within 24 hours of collection if possible~~
 - ~~(b) The date and purpose shall be documented on the custody and control form each time a specimen is handled or transferred, and every individual involved must be identified~~
- ~~20. The collector ensures that the custody and control form is included with each container sealed for shipment to the drug testing laboratory~~
 - ~~21. The collector forwards the "Medical Review Officer's" (MRO) copy of the custody and control form to the appropriate MRO~~
 - ~~22. The collector ships the specimens to the drug testing laboratory~~
 - ~~23. The collector distributes the other copies of the custody and control form appropriately~~