

AGREEMENT BETWEEN

THE BARRE UNIFIED UNION SCHOOL DISTRICT

AND

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

LOCAL 1369, COUNCIL 93

July 1, 2022 – June 30, 2026

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PURPOSE OF AGREEMENT

THIS AGREEMENT, entered into by the BARRE UNIFIED UNION SCHOOL DISTRICT governmental units with its 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 Unit working in one of the job classifications described in Appendix A. 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 "Facilities Director of the Barre Unified Union School District" "Temporary Replacement Employee" hired to fill vacancies caused by prolonged absences of regular EMPLOYEES, seasonal, EMPLOYEES. Special Services/Business Administration Assistant and Administrative Assistants to the Principals are excluded as confidential employees for the 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.

2. After completion of a probationary period as defined in Article V or the effective date of this Agreement, whichever is later, any EMPLOYEE who elects to join the union will be obligated to pay dues. If the EMPLOYEE elects to join the union, the EMPLOYEE shall sign and deliver to the EMPLOYER an assignment authorizing payroll deductions in substantially equal installments for such dues. The EMPLOYER agrees to deduct from the wages of its EMPLOYEES dues as said EMPLOYEES individually and voluntarily authorize the EMPLOYER to deduct. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 to June 15 of any year. Pursuant to such authorization, the EMPLOYER will deduct membership dues, as applicable, in substantially equal installments over a twelve (12) month period and transmit the moneys deducted, and a record of the deductions to the treasurers of the units.

When a new EMPLOYEE is hired, the EMPLOYER will provide that new EMPLOYEE'S name to the union in writing within thirty (30) days of the date of hire.

New hires will be afforded one hour of time with a Union Steward in order to review the rights and responsibilities of this Collective Bargaining Agreement. The new hire and the Steward may hold such a review meeting while on the clock and without loss of pay.

3. The UNION agrees that it shall save and hold the EMPLOYER 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 EMPLOYER for the purpose of complying with any of the provisions of this Article.
4. The EMPLOYER agrees to deduct from the wages of any employee who is a member of the UNION a PAC deduction as may be defined lawfully by AFSCME Council 93 and/or Local 1369 as authorized in writing by the employee. The EMPLOYER agrees to remit any deductions made pursuant to this provision promptly to the UNION together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

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 five (5) 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 five (5) working days after the informal meeting. A meeting may then be scheduled in an attempt

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, provided any direct service charge requirements, as may be lawfully required by the UNION, are met.

ARTICLE III: DEDUCTION OF DUES

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.

to remedy the grievance. The Superintendent shall notify the Union in writing within five (5) 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 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 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 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 than once within each twelve (12) 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 bargaining unit becomes vacant, such vacancy shall be made known to all EMPLOYEES of the 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. 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. Recognizing that it is in the mutual interest of the Union and the District to rapidly fill vacant positions, Union members shall not be allowed to bid on more than one open position at once.

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 in the Barre Town unit may work five (5) consecutive days but not Monday through Friday.

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 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.

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 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, as are the first eight (8) hours of vacation time in a week. 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, or called into work on a scheduled vacation day, 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.

Employees called into work on a scheduled holiday shall receive double-time for all hours worked, this shall include a minimum of 3 hours of double-time for coming to work.

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 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.

Except in emergency, as determined by the 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 hour notice, plus time will be allowed for clean-up and/or set-up.

The EMPLOYER reserves 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. However, in all cases any employee who worked a minimum of 1750 hours in the previous year, or is scheduled to work a minimum of 1750 hours in the coming (or current) year shall receive ALL benefits provided for in this agreement. This benefit threshold shall supersede any historic thresholds referenced in other sections of this Agreement.

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.

7. Bargaining unit employees assigned to second or third shift who are authorized or directed by their supervisor to work on first shift during school breaks when students and other employees are absent shall receive their normal shift differential in addition to their regular rate of pay. The Administration retains the right to require some or all employees normally assigned to second or third shift to revert to their former shift as circumstances may dictate. When employees are needed to work second or third shift, they shall be assigned in reverse seniority order unless an employee with special skills is needed to fulfill the assignment.

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 double-time rates. When school is not in session, those employees who are requested to work on a holiday will be paid double-time rates.

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

- | | |
|------------------------|-------------------------|
| New Year's Day | Indigenous People's 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 workday 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 workday 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.

At the completion of 30 days of employment, an EMPLOYEE shall receive the equivalent of 6 days per year, as pro-rated from their date of hire to the following July 1.

On the July 1 following the EMPLOYEES initial hire date, the EMPLOYEE shall receive 12 days per year vacation.

On the July 1 following the EMPLOYEES five-year anniversary, the EMPLOYEE shall receive 15 days per year vacation.

On the July 1 following the EMPLOYEES ten-year anniversary, the EMPLOYEE shall receive 20 days per year vacation.

For EMPLOYEES employed under this agreement on June 30, 2016, on the July 1 following the EMPLOYEES sixteen-year anniversary the EMPLOYEE shall receive 25 days per year vacation.

2. An EMPLOYEE'S pay stub shall show all accrued vacation time.
3. Vacation may be taken at any time during the year when mutually agreed upon by EMPLOYEE and EMPLOYER.
4. 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.

5. Vacation may be taken at any time during the calendar year, when mutually agreed upon by EMPLOYER and EMPLOYEE.
6. 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 workday's pay for each day of vacation, and will be paid on the last pay period prior to said vacation.
7. 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.
8. 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 on a pro-rated basis, for all unused vacation time, and be required to pay back the EMPLOYER for any vacation time used which exceeds the pro-rated 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) days. Employees who have more than one-hundred (100) sick days accumulated as of June 30, 2017 will not be awarded any additional sick days until their use of accrued days drops their balance to one-hundred (100) or below. 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 \$300 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 \$300 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 bank 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 bank, 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 after at least twenty-five (25) years of service to the BUUSD or who retires and begins drawing their pension shall receive the amount of twenty-five dollars (\$25) 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 Worker'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 of 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.

No UNION employee of the bargaining unit covered by this agreement will be required to cross picket lines of any unionized bargaining units of the EMPLOYER. An exception to this will be if maintenance personnel are required to service equipment which poses a safety hazard to buildings or personnel of the EMPLOYER.

ARTICLE XV: ACCESS TO PREMISES

No representative of the American Federation of State, Municipal and County Employees (AFLCIO) 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 Unified Union School 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 EMPLOYER'S exercise of any management right or function in a particular manner shall not preclude the EMPLOYER from exercising the same right or function in any other manner which does not expressly violate a specific written provision of this Agreement. The EMPLOYER'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 life of this Agreement the Board shall offer health insurance as defined by 16 V.S.A. Chapter 61, Sections 2101 – 2108, (Act 11 of 2018) and the Arbitrator decisions relating thereto. Pursuant to 16 V.S.A. chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangements and health savings accounts, shall be governed by the written agreement incorporating the terms of the statewide health insurance bargaining found in Appendix D-1 or D-2 of this collective bargaining agreement, as applicable. If any of the general provisions related to health insurance conflict with the applicable terms stated in Appendix D-1 or D-2 the terms of the applicable Appendix shall prevail.

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 Board will establish and maintain Health Reimbursement Arrangements (HRA) for full time school year employees who select coverage under any of the Plans offered by VEHI. An employee may also establish a Health Savings Accounts (HSA) in lieu of the HRA account established by the Board. The Board shall fund each employee's HRA or HSA as required by the applicable Appendix, either D-1 or D-2.

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, co-payment or co-insurance expenses required by the Plan selected. Unspent HRA funds will not rollover or accumulate from year to year, but will revert to the Board, subject to a ninety (90) day run out period.

Payments for eligible OOP charges incurred will be made automatically to the Provider whenever possible; the District may also issue debit cards to facilitate such payments. Employees who have established a Flexible Spending Account (FSA) under the BSU Flexible Benefits Plan may use District issued debit cards for their own qualified out of pocket expenses, otherwise payments by debit card and automatic payment options are available from the HRA or HSA. The BSU Flexible Benefits Plan document will allow employees to roll over funds in the employee's FSA from one calendar year to the next to the extent allowed by law.

The District's annual contribution toward premium costs and HRA or HSA 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 consistent with the provisions of Appendix D-1 or D-2, as applicable.

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).

Effective beginning in the 2020-2021 school year the employer shall pay the sum of up to two thousand five-hundred dollars (\$2,500) to any employee who is eligible for employer subsidized health insurance coverage but chooses not to participate in the district's group medical insurance program during the periods July 1 through December 31 and January 1 through June 30. The dollar amount of the cash in lieu payment shall be pro-rated for eligible part-time employees who elect not to participate in the district's group medical insurance program during the school year. Half of the annual sum shall be paid for choosing not to participate in the district's group medical insurance program during the period July 1 through December 31 (the first half of the school year and second half of the plan year). The second half of the annual sum shall be paid for choosing not to participate in the district's group medical insurance program during the period January 1 through June 30 (the second half of the school year and first half of the plan year). This "cash in lieu" payment program shall not apply to an employee who receives health insurance coverage as the dependent of another person insured by the VEHI (Vermont Education Health Initiative) Plan. Employees who meet the eligibility requirements and who elect to receive this option shall be paid in lump sum payments at the date nearest the last payroll periods in December and in June. Any employee electing this option shall provide proof of health insurance coverage from another source prior to June 30 and/or prior to the end of open enrollment. New employees electing this option will notify the employer and provide proof of alternative insurance coverage within thirty (30) days of employment.

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.

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 long term disability (“LTD”) 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 and the eligibility rules of the LTD insurance carrier. Disability coverage will begin after meeting the eligibility requirements for receiving benefits under the disability plan as determined by the insurance carrier, including a ninety (90) day elimination period. Disabilities are only those medical conditions defined as disabilities by the carrier and covered by said insurance policy. The benefit will cover sixty 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.

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.

2. Effective in the first full pay period following July 1 of each school year the EMPLOYER agrees to pay EMPLOYEES the following amounts for the purchase of shoes, tee shirts, shorts, jackets and similar uniform items and eye glass frames and lenses: July 1, 2022: \$325; July 1, 2023: \$350; July 1, 2024: \$375; July 1, 2025: \$400.
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 Chair, 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: 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. 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
3. 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. Union stewards shall be allowed to participate in monthly meetings, typically split between first and second shift, without loss of pay when these meetings take place during their regularly scheduled work time.
4. 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.
5. 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.

6. The EMPLOYER'S Facilities Director agrees to discuss with the UNION Steward any safety or health problems that may arise.
7. Bulletin boards shall be located in the room or area in each school building that is assigned to the custodian.
8. 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.
9. If required by Vermont Statute, the provisions of this agreement related to Health Insurance (contained within Article XVIII), shall be replaced or re-negotiated in compliance with said statute.

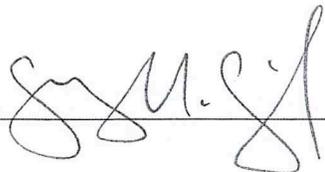
ARTICLE XXVII: TERMINATION

THIS AGREEMENT executed this 30th day of September, A.D. 2022 shall be effective as of July 1, 2022 and shall continue in full force and effect until midnight of June 30, 2026.

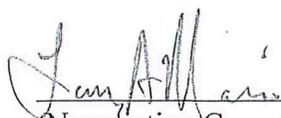
THIS CONTRACT shall continue in full force and effect after June 30, 2026 from year-to-year unless the UNION notifies the EMPLOYER, in writing delivered to the EMPLOYER, not later than October 1, 2025, of its desire to terminate this AGREEMENT or to negotiate new terms.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 30th day of September, 2022

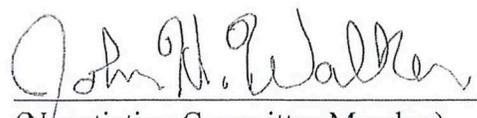
BARRE UNIFIED UNION SCHOOL DISTRICT



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)

Donald Lessard
(Negotiating Committee Member)

Paul Besile
(Negotiating Committee Member)

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

By: D. Valbon
AFSCME Representative or
Duly Authorized Agent

APPENDIX A

WAGES

Base Rate of Pay Schedule

| | <u>Base rate of pay</u> |
|---------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| <u>Position</u> | <u>2021-2022</u> | <u>2022-2023</u> | <u>2023-2024</u> | <u>2024-2025</u> | <u>2025-2026</u> |
| Receptionist | \$17.32 | 18.47 | 19.32 | 20.07 | 20.82 |
| Custodian | \$17.49 | \$18.64 | 19.49 | 20.24 | 20.99 |
| Grounds Keeper | \$17.49 | \$18.64 | 19.49 | 20.24 | 20.99 |
| Maintenance | \$19.35 | \$20.50 | 21.35 | 22.10 | 22.85 |
| Night Facilities Lead | \$20.43 | \$21.58 | 22.43 | 23.18 | 23.93 |
| Building Facilities Coordinator (Day) | \$22.17 | \$23.32 | 24.17 | 24.92 | 25.67 |

An employee whose work is a mix of two positions (i.e.; Grounds Keeper/Maintenance) shall have a base rate of pay equal to the average base rate of pay for those two positions.

Effective in the first full pay period following July 1, 2022, all employees shall receive a one dollar and fifteen cent (\$1.15) raise to their previous year's base rate of pay or move to the base rate of pay above, whichever is higher, plus the longevity pay of fifteen cents (\$.15) per hour for each full year of continuous service, plus any shift differential.

Effective in the first full pay period following July 1, 2023, all employees shall receive an eighty-five cent (\$.85) raise to their previous year's base rate of pay or move to the base rate of pay above, whichever is higher, plus the longevity pay of fifteen cents (\$.15) per hour for each full year of continuous service, plus any shift differential.

Effective in the first full pay period following July 1, 2024, all employees shall receive a seventy-five cent (\$.75) raise to their previous year's base rate of pay, plus the longevity pay of fifteen cents (\$.15) per hour for each full year of continuous service, plus any shift differential.

Effective in the first full pay period following July 1, 2025, all employees shall receive a seventy-five cent (\$.75) raise to their previous year's base rate of pay, plus the longevity pay of fifteen cents (\$.15) per hour for each full year of continuous service, plus any shift differential.

The longevity pay increase shall be implemented in the first full pay period following July 1 of each school year.

Shift Differential

EMPLOYEEES, whose hourly rate is calculated from the base rate of pay indicated above, and 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 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.
- First shift to third shift shall receive a shift differential pay increase of seventy-five cents (\$.75) per hour.

Overtime Rate

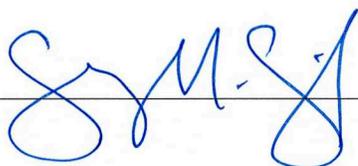
EMPLOYEES asked to work overtime beyond their assigned shift shall be paid at the overtime rate of their assigned shift.

APPENDIX B

ACKNOWLEDGMENT OF ARBITRATION

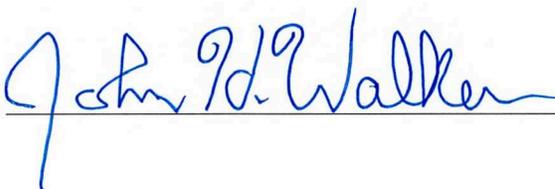
We understand that this Agreement between the Barre Unified Union School District and the Barre Schools Chapter of AFSCME Local #1369, Council 93, contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute which may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

BARRE UNIFIED UNION SCHOOL DISTRICT

BY:  _____

DATE: 9.29.22

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

BY:  _____

DATE: 9/29/2022

APPENDIX C

VMERS AND 403(b) PLAN

All eligible persons hired under this agreement shall become members of VMERS Plan C. The District will contribute its recommended share (currently 8.25% as of 7/1/22) and the employee will contribute his or her statutorily required share (currently 11% as of July 1, 2022) to the cost of participation in VMERS Plan C.

Employees of Barre City/Spaulding who elected prior to January 31, 2018 not to enroll in VMERS shall continue to participate in the employer's 403(b) Plan and shall receive an EMPLOYER contribution to their 403(b) Plan equal to the percentage the employer contributes to an employee participating in VMERS Plan C, currently 8.25% of the employee's wages as of 7/1/22.

An employee who participates in VMERS Plan C is not eligible to receive employer contributions to his/her 403(b) Plan but may contribute his or her own funds to the 403(b) Plan in addition to his/her contributions to VMERS.

The parties agree that the content and requirements of the 403(b) Plan document, or subsequent amendments to the Plan document, are not subject to negotiation. All employee 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-1

**Statewide Health Arbitration Decision effective July 1, 2022 through
December 31, 2022 (Attached)**

APPENDIX D-2

**Statewide Health Arbitration Decision effective January 1, 2023 through
December 31, 2025 (Attached)**

**Terms and Conditions as Required by the Arbitration Award and Resolution of Negotiations
Between the Commission of Public School Employee Health Benefits Pursuant to the
Provisions of 16 V.S.A. Chapter 61 Article I. Recognition:**

1.1 In accordance with 16 V.S.A. Chapter 61 (Act 11 of the 2018 Special Session of the Vermont General Assembly) (hereafter Act 11) , the five (5) representatives of participating employees on the Commission on Public School Employee Health Benefits (Employee Commissioners) are recognized as the exclusive bargaining representative of eligible employees for all aspects of representation within the jurisdiction created by Act 11. The five publicly elected school board member Commissioners appointed by the Vermont State School Boards' Association (Employer Commissioners) are recognized as representing the interests of the employing and governing school districts and supervisory unions throughout the State of Vermont within the jurisdiction created by Act 11. Together, the Employee Commissioners and the Employer Commissioners constitute the Commission on Public School Employee Health Benefits (Commission).

Article II. Definitions:

2.1 The following definitions shall be applicable to this document of the Commission (Document):

- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).
- b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees) providing employment

services requiring a professional administrator's license from the AOE.

- c) Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722.

Article III. Scope of Bargaining:

3.1

- a) Determining eligibility for health benefit plans and tiers of coverage for school employees;
- b) Standardizing the duration of health insurance coverage during a term of employment;
- c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time.
- d) Researching, vetting and establishing a system of third-party administration that is efficient and competent, technologically sophisticated and manageable, and accountable to employers and employees;

3.2 The parties agree that nothing herein is intended to preempt or regulate an aspect of educational system employment that is outside of the statutory jurisdiction conferred upon the Commission.

Article IV. Plan Offerings:

4.1 All participating employees who are eligible for coverage will be able to select one of the four plans offered by the Vermont Education Health Initiative (VEHI): Platinum, Gold, Gold Consumer-Driven Health Plan (CDHP) or Silver CDHP.

Article V. Eligibility for Health Benefit Coverage:

5.1 Beginning on January 1, 2021, all public-school employees who work on average a minimum of 17.5 hours per week during the school year or calendar year shall have the right to enroll in a health benefit plan with an employer subsidy to pay for premium and out-of-pocket (OOP) costs. Employees may elect coverage for themselves, their spouses, domestic partners and other qualified dependents from any of the four (4) tiers (e.g., single, two-person, parent/child[ren] and family) in any of the four (4) plans (e.g., Platinum, Gold, Gold CDHP or Silver CDHP) offered by VEHI. Spouses of employees shall include those by marriage, domestic partnerships, or civil unions.

5.2 Full-time status for determining the amount of employer-subsidized coverage for premium costs will be based on full time or full time equivalent (FTE) definitions as locally negotiated or determined.

5.3 Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions toward premiums. Employer contributions to a

health reimbursement arrangement (HRA) or health savings account (HSA) will be made in full and not pro-rated.

5.4 Employees will not be subject to a probationary period before being permitted access to health insurance coverage for which they are eligible.

5.5 Health insurance coverage for new employees or employees newly eligible for health insurance coverage will start at the earliest possible date consistent with current VEHI/Blue Cross Blue Shield of Vermont (BCBSVT) enrollment rules.

5.6 An employee seeking to obtain benefit coverage for the employee's domestic partner and the child(ren) of that domestic partner must satisfy the following criteria and submit the attached affidavit to the district business office.

Domestic Partner/Child(ren) of Domestic Partner

The employee and the domestic partner are each other's sole domestic partner and have been in an exclusive and enduring domestic relationship sharing a residence for not less than six consecutive months before enrolling in their school district's health benefit plan; and

The employee and the domestic partner are 18-years old or older; and

Neither the employee nor the domestic partner is married to anyone; and The employee and the domestic partner are not related by blood closer than would bar marriage under Vermont law; and

The employee and the domestic partner are competent to enter into a legally binding contract; and

The employee and the domestic partner have agreed between themselves to be responsible for each other's welfare.

The employee may be required to produce documentary evidence in support of a Domestic Partnership affidavit and is required to notify their employer within thirty (30) days after the termination of a Domestic Partnership.

Child[ren] of Domestic Partner:

The child[ren] otherwise meets the eligibility criteria for dependent child[ren] under the eligibility provisions for school health benefit coverage; and The child[ren] can be, and is, claimed as a dependent by the employee and/or the domestic partner for federal income tax deduction purposes; and

The child[ren] resides with the employee and the domestic partner; and The employee and the domestic partner have agreed between themselves to be jointly responsible for the child's welfare.

5.7 Duration of Insurance Availability: the health insurance offered under this Document shall be co-terminus with a covered employee's status as an eligible educational employee and will terminate when such status terminates. Nothing herein, however, is intended to affect a former employee's rights under COBRA or to adversely affect a district or the applicable bargaining unit from negotiating

continuing responsibility for COBRA payments in connection with any separation from employment.

Article VI. Premium Cost-sharing: Employers and Employees:

6.1 For Teachers, Licensed School Administrators: Each employer will contribute eighty (80%) percent of the Gold CDHP or eighty (80%) percent of the Silver CDHP for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

6.2 For all Other School Employees: The premium split for support staff will be status quo in the separate districts through December 31, 2021, but in no case shall exceed twenty (20%) percent of Gold CDHP or Silver CDHP plan for any tier of coverage. Beginning on January 1, 2022 all support staff who are not at the 20% premium contribution level will increase the employee contribution by not more than two (2%) percentage points, not to exceed twenty (20%) percent for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

Article VII. Out-of-Pocket Cost Sharing: Employers and Employees

7.1 For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of-pocket (OOP) costs with first dollar contributions through a HRA in the following amounts: for licensed administrators and teachers: \$2100 for single-tier coverage and \$4200 for all other tiers of

coverage; for support staff \$2200 for single-tier coverage and \$4400 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP any other VEHI plan. For employees enrolled in the VEHI Silver CDHP, employers will pay medical and pharmacy OOP costs with first dollar contributions through an HRA or HSA, at the individual employee's discretion, in the following amounts: For licensed teachers and administrators: \$2100 for a single tier and \$4200 for all other tiers; for support staff \$2200 for a single tier and \$4400 for all other tiers.

Article VIII. Employees Under Part-time Contract in Two or More Districts/Supervisory Unions:

8.1 **Cost Sharing:** Employees who have part-time contracts with multiple school district employers, but who meet the minimum eligibility standards hereof on the basis of all such contracted for work, shall be eligible for health insurance coverage according to this Document ("Eligible Employee with Multiple Employers") as follows: Each district will bear a proportional premium, OOP and administrative fees sharing responsibility equal to the part time percentage of the employee's contract. For example, if district "A" has a 60% employment contract/relationship with the school employee, District "A" will be responsible for 60% of the total district costs sharing responsibility set forth herein.

8.2 **Plan Administration for Multiple District Employee:** For an Eligible Employee with Multiple Employers, administration of the employee's health insurance benefits will be the primary responsibility of the district with the largest contractual relationship. In the event two or more districts have identical

contractual relationships with the employee, the district that first employed the employee will have responsibility of administering the employee's insurance benefits.

8.3 Transfers Between Educational Employers: If an Eligible Employee with Multiple Employers transfers between two employers bound by this Document during the course of any one calendar year the employee's coverage under the plan shall remain unchanged. However, the employer obligations under this Document shall be appropriately pro-rated between the two employers and the new employer shall take on applicable administrative responsibilities.

Article IX. General:

9.1 All terms and conditions of this Document will be incorporated by reference into existing collective bargaining agreements in accordance with applicable laws.

9.2 All terms and conditions of this Document will be incorporated by reference into school policies or individual employment contracts that govern health benefits for school employees not in recognized bargaining units in accordance with applicable laws.

9.3 Nothing in this Document shall be construed to deny, restrict or add in any way the right to health insurance coverage through an employer's health care plan that employees and their dependents are entitled to under federal COBRA rules, the federal Family Medical and Leave Act (FMLA), Vermont's Family and Medical Leave Laws, or other state and federal statutes.

Article X. Duration of Statewide Document:

10.1 Two and one-half years commencing July 1, 2020 (per statute) with the stipulation that the status quo prevailing in the various districts with respect to health care will remain in effect between July 1, 2020 and December 31, 2020 and to then implement the new state-wide changes on January 1, 2021 in order to correspond to the health care plan's calendar year status and IRS regulations regarding HRA/HSA funding.

Article XI. Transitioning to a Statewide Third Party Administrator Services in the Interim:

11.1 Employers shall pay the administrative expenses charged by the Third Party Administrator (TPA).

11.2 Autopayment to providers will be the default payment method unless requested otherwise by the bargaining unit.

11.3 The TPA chosen shall be able to provide debit cards to facilitate payments when auto-payment is not an option. Debit cards must be provided to employees prior to January 1st of each year of this Document.

**Terms and Conditions as Required by the Arbitration Award and Resolution of Negotiations
Between the Commission of Public School Employee Health Benefits Pursuant to the
Provisions of 16 V.S.A. Chapter 61 For The Period of
January 1, 2023 through December 31, 2025**

Article I. Recognition:

1.1 In accordance with 16 V.S.A. Chapter 61 the five (5) representatives of participating employees on the Commission on Public School Employee Health Benefits (Employee Commissioners) are recognized as the exclusive bargaining representative of eligible employees for all aspects of representation within the jurisdiction created by law. The five commissioners appointed by the Vermont State School Boards' Association (Employer Commissioners) are recognized as representing the interests of the employing and governing school districts and supervisory unions throughout the State of Vermont within the jurisdiction created by law. Together, the Employee Commissioners and the Employer Commissioners constitute the Commission as above referenced.

Article II. Definitions:

2.1 The term School Employee is hereby defined to mean:

- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).
- b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees), excluding superintendents, who provide educational services requiring a professional administrator's license from AOE.
- c) All Other School Employees as defined in 21 V.S.A. Section 1502, including:
 1. Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722;
 2. An individual employed as a supervisor as defined in 21 V.S.A. Section 1502;
 3. A confidential employee as defined in 21 V.S.A. Section 1722;
 4. A certified employee of a school employer and

5. Any other permanent employee of a school employer not covered by subdivisions 1-4 of this subsection (c).

Article III. Scope of Bargaining:

- 3.1 The Commissioner's scope of bargaining shall include:
 - a) Determining eligibility for health benefit plans and tiers of coverage for school employees;
 - b) Standardizing the duration of health insurance coverage during a term of employment;
 - c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time;
 - d) Researching, vetting and establishing a system of third-party administration that is efficient and competent, technologically sophisticated and manageable, and accountable to employers and employees as per the Tentative Agreement (TA) executed by the employer and employee commissioners on July 17, 2019, in the first round of statewide health care bargaining.

Article IV. Limited Jurisdiction:

- 4.1 The parties agree that nothing herein is intended to preempt or regulate an aspect of educational system employment that is outside of the statutory jurisdiction conferred upon the Commission.

Article V. Plan Offerings:

- 5.1 All participating employees who are eligible for coverage will be able to select one of the four plans offered by the Vermont Education Health Initiative (VEHI): Platinum, Gold, Gold Consumer-Driven Health Plan (CDHP) or Silver CDHP.

Article VI. Eligibility Standards:

- 6.1 Public-school employees who work on average a minimum of 17.5 hours per week during the school year or calendar year shall have the right to enroll in a health benefit plan with

an employer subsidy to pay for a portion of applicable premium and out-of-pocket (OOP) costs. Employees may elect coverage for themselves, their spouses, domestic partners and other qualified dependents from any of the four (4) tiers (e.g., single, two-person, parent/child[ren] and family) in any of the four (4) plans offered by VEHI as delineated above. Spouses of employees shall include those by marriage, domestic partnerships, or civil unions.

6.2 Full-time status: Full time status for determining the amount of employer-subsidized coverage for premium costs will be based on full time or full time equivalent (FTE) definitions as locally negotiated or determined.

6.3 Part-Time status: Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions for premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made available in full regardless of the number of hours worked between 17.5 and full time, and not pro-rated.

6.4 Probationary Periods: Employees will not be subject to a probationary period before being permitted access to health insurance coverage for which they are eligible.

6.5 New Employees: Health insurance coverage for new employees or employees newly eligible for health insurance coverage will start at the earliest possible date consistent with current VEHI/Blue Cross Blue Shield of Vermont (BCBSVT) enrollment rules.

6.6 Domestic Partner Benefits: An employee seeking to obtain benefit coverage for the employee's domestic partner and the child(ren) of that domestic partner must satisfy all of VEHI's current eligibility criteria and submit an affidavit in the format required by VEHI, all as posted on VEHI's website, to the district business office.

6.7 Duration of Insurance Availability: The health insurance offered under this Agreement shall be co-terminus with a covered employee's status as an eligible educational employee and will terminate when such status terminates. Nothing herein, however, is intended to affect a former employee's rights under COBRA or to adversely affect the district or the applicable bargaining unit from negotiating continuing responsibility for COBRA payments in connection with any separation from employment.

Article VII. Premium Cost-sharing: Employers and Employees:

7.1 For Teachers and Licensed School Administrators as defined in sections 2.1a and 2.1b: Each employer will contribute eighty (80%) percent of Gold CDHP or Silver CDHP for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

7.2 For all Other School Employees as defined in section 2.1c: Beginning on January 1, 2023, and on each January 1 for the duration of this Agreement, all employees covered by this section 7.2 who are not at the 20% premium contribution level will increase the employee contribution by one (1%) percent but not to exceed twenty (20%) of Gold CDHP or Silver CDHP for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

Article VIII. Out-of-Pocket Cost-Sharing: Employers and Employees:

8.1 For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of-pocket (OOP) costs with first dollar contributions through an HRA in the following amounts: for licensed administrators and teachers as defined in section 2.1a and 2.1b, \$1900 for single-tier coverage and \$4000 for all other tiers of coverage; for support staff as defined in section 2.1c, \$2200 for single-tier coverage and \$4400 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP for any other VEHI plan. For employees enrolled in the VEHI Silver CDHP, employers will pay medical and

pharmacy OOP costs with first dollar contributions through an HRA or HSA, at the individual employee's discretion, in the following amounts: For licensed teachers and administrators, \$1900 for a single tier and \$4000 for all other tiers; for support staff, \$2200 for a single tier and \$4400 for all other tiers.

Article IX. Employees Under Part-time Contract in Two or More Districts/Supervisory Unions:

9.1 Cost Sharing: Employees who have part-time contracts with multiple school district employers, but who meet the minimum eligibility standards hereof on the basis of all such contracted for work, shall be eligible for Health Insurance coverage according to this Agreement ("Eligible Employee with Multiple Employers") as follows: Each district will bear a proportionate premium, OOP and administrative fees sharing responsibility equal to the part time percentage of the employee's contract. For example, if district "A" has a 60% employment contract/relationship with the school employee, District "A" will be responsible for 60% of the total employer costs set forth herein.

9.2 Plan Administration for Multiple District Employee: For an Eligible Employee with Multiple Employers, administration of the employee's health insurance benefits will be the primary responsibility of the district with the largest contractual relationship. In the event two or more districts have identical contractual relationships with the employee, the district that first employed the employee will have responsibility of administering the employee's insurance benefits.

9.3 Transfers Between Educational Employers: If an Eligible Employee with Multiple Employers transfers between two employers bound by this Agreement during the course of any one calendar year, the employee's coverage under the plan shall remain unchanged. However, the employer obligations under this Agreement shall be appropriately pro-rated between the two employers and the new employer shall take on applicable administrative responsibilities.

Article X. Third Party Administrator Services:

10.1 Employers shall pay the administrative expenses charged by the Third Party Administrator (TPA).

10.2 Autopayment to providers will be the default payment method unless requested otherwise by the bargaining unit.

10.3 The TPA chosen shall be able to provide debit cards to facilitate payments when autopayment is not an option. Debit cards are expected to be provided to employees prior to January 1 of each year of this Agreement or, in the case of new employees, as soon after their commencement of employment as practicable. In the event of the failure of the TPA to deliver a debit card when due, such card shall be provided as promptly thereafter as possible.

Article XI. Grievance Procedure

11.1 Either a local public school district or a union representing public school employees may file a grievance with the Commission concerning the interpretation or application of the statewide agreement concerning health care benefits for Vermont public school employees. The grievance must be filed with the Commission within thirty (30) days after the grievant knows or should have known of the events giving rise to the grievance. If a majority of the Commission is unable to resolve the issue within thirty (30) days, the matter shall be referred to final and binding arbitration. If the Commission is unable to agree on an arbitrator, the matter shall proceed to arbitration pursuant to the rules of the American Arbitration Association.

Article XII. Incorporation by Reference:

12.1 All terms and conditions of this Agreement will be incorporated by reference in all collective bargaining agreements for applicable school employees in accordance with applicable laws and shall be posted and available for access on the Vermont-NEA, the Vermont School Boards' Association, and the American Federation of State, County, and Municipal Employees (AFSCME) websites. If agreed to by a school employer and the union(s) representing its eligible

employees, this Agreement shall be included as an appendix in said collective bargaining agreements.

12.2 All terms and conditions of this Agreement will also be incorporated by reference into school policies or individual employment contracts that govern health benefits for school employees not in recognized bargaining units in accordance with applicable laws.

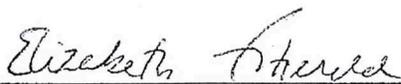
Article XIII. Disclaimer:

13.1 Nothing in this Agreement shall be construed to deny, restrict, or add in any way the right to health insurance coverage through an employer's health care plan that employees and their dependents are entitled to under federal COBRA rules, the federal Family Medical and Leave Act (FMLA), Vermont's Parental and Family Leave Act (PFLA) and related laws, or under other state and federal statutes.

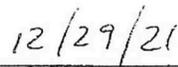
Article XIV Duration:

14.1 The provisions of this Agreement, as supplemented by any binding arbitration award(s) issued by the LBO Panel, shall take effect on January 1, 2023 and continue in full force and effect until December 31, 2025 unless amended or extended by mutual written agreement between the parties hereto.

For the Employer Commissioners:

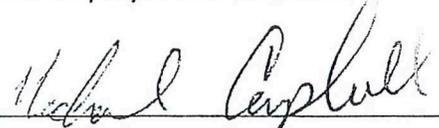


Elizabeth Fitzgerald, Chair, Duly authorized

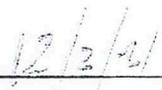


Date

For the Employee Commissioners:



Michael Campbell, Chair, Duly authorized



Date