

AGREEMENT

BETWEEN

THE BOARD OF SCHOOL COMMISSIONERS
OF THE CITY OF RUTLAND, VERMONT

AND

RUTLAND SCHOOL CHAPTER OF AMERICAN
FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO,
LOCAL 1201, COUNCIL 93

EFFECTIVE DATE

JULY 1, 2024 - JUNE 30, 2027

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PREAMBLE

The Board of School Commissioners of the City of Rutland, Vermont (hereinafter referred to as the "Board of Education" or the "Board" or "RPS") and Local #1201, Council 93, School Chapter, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as "The Union") in order to increase general efficiency in the operation of the School District, to maintain existing harmonious relationships between the Board of Education and the Employees to which this Agreement applies, and to promote the morale, equal rights, well-being and security of Employees, hereby agree as follows:

ARTICLE 1. GENERAL PROVISIONS

SECTION 101 – RECOGNITION

The Board of Education hereby recognizes that the Union is the sole and exclusive representative of all members of the bargaining unit who are engaged in the performance of janitorial, busing, or maintenance services and Bus Aides as defined and limited herein in the public schools, for the purpose of bargaining with respect to wages, hours of labor and working conditions, excluding the Director of Building, Grounds and Transportation (hereinafter BGT) and the Assistant Director of BGT, and four (4) Working Supervisors of BGT (hereinafter Employees or individually as Employee).

SECTION 102 – CONTRACT TERM

- (a) This Agreement shall be in effect from July 1, 2024, until June 30, 2027.
- (b) If a contract has not been renegotiated when this Agreement expires and neither party has ceased the negotiations, then the parties shall continue to relate to each other as if the Agreement remained in effect.

SECTION 103 – DEFINITIONS

- 1. (a) "Regular Full-Time Employee" refers to those AFSCME Employees working 37 ½ hours or more per week for RPS on a regular basis and are permanent employees (non-probationary) and are not Bus Aides.
- (b) "Regular Part-Time Employee" refers to those AFSCME Employees working less than a full calendar year or less than 37 ½ hours per week for RPS on a regular basis and who have been permanent employees (non-probationary) and are not Bus Aides.
- (c) "Bus Aide" is a part-time permanent employee of RPS subject to Bus Aide language in Article 3; "Yearly Bus Aides" are Bus Aides who work essentially all year because they also work during the summer break. This term shall not apply to a

temporary substitute who may be doing bus aide duties or any other person like a paraeducator who might be performing bus aide duties. *See Article 3 for the rights and obligations related to Bus Aides and Bargaining Unit Work as set forth in Appendix B.*

(d) "Permanent employee" is an Employee working for the district as a regular full-time Employee or a regular part-time Employee or as a Bus Aide, who is not on probation.

(e) "Permanent job" is a position that is listed in the annual budget and requires the employment of an individual for a school year or a calendar year.

(f) Long term temporary substitutes are employees that are hired to fill in for a permanent Employee who is on a long-term leave of absence.

(g) Job Classification is as listed on Wage Scale. Appendix A.

(h) Long-term leave of absence is more than 90 days.

SECTION 104 – LABOR-MANAGEMENT COMMITTEE

Representatives of the Union and the Board of Education meet, as needed, as a Labor-Management Committee to discuss any issues that the Union or the Board of Education believes needs to be discussed in order to have a good working relationship between the parties. The Committee is composed of the representatives from the Union and designated members from the Board of Education plus the Superintendent and the Director of BGT. This Committee shall continue to function and operate during the term of this Agreement to deal with any issues that the parties desire and to deal with any issues specifically identified in this Agreement.

SECTION 105 – VOLUNTEERS

The Union agrees that permitting volunteers to work on Rutland Public School District's (hereinafter RPS) property to make improvements or do maintenance items is good for RPS and community morale and support of RPS's activities by the community. The amount of volunteer work shall not endanger reducing the size of the work force but shall be used to supplement and permit addressing many of the deferred maintenance issues and optional improvements to RPS's property. RPS recognizes that volunteer work must be supervised in order to be effective. Employees will work with and supervise and advise the volunteers. The Director of BGT, after consulting with the Union, is the sole person authorized to determine what work is appropriate to be done by volunteers.

SECTION 106 – NO STRIKE

The Union and all Employees are cognizant of the fact that Employees do not have the right to strike, while this Agreement is in effect, and that there can be no strike, slowdown, stoppage of work, or interference with the efficient management of the School District. It is agreed by the parties hereto that nothing contained in this section, or in any part of this Agreement shall be construed or used in any manner or form the basis for any allegations of violation of this Agreement for the purpose of supporting any legal or court action unless the parties so alleging or complaining have notified the other party hereto of the existence of the complaints or contentions of the other party, and said party, after having been allowed reasonable time to correct the same, shall refuse to do so. It is further agreed that no lockout of Employees shall be instituted by the Board of Education during the term of this Agreement.

SECTION 107 – NON-DISCRIMINATION

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, sexual orientation or age consistent with state and federal law, and that such persons shall receive the full protection of this Agreement.

SECTION 108 – SAVINGS CLAUSE

If any provision of this Agreement is found to be in violation of any Federal or State Law or City Charter 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.

SECTION 109 – MANAGEMENT’S RIGHTS

It is understood and agreed that the Board of Education possesses only those limited powers vested in it by its Charter and the general laws of the State of Vermont and the Board cannot delegate its power and authority. Therefore, anything in this Agreement which exceeds the power and authority of the Board of Education is void and of no force or effect. It is further understood and agreed that the Board of Education possesses the sole right to operate the School District and that all management rights repose in it, but that such rights must be exercised only in the manner consistent with all terms and provisions of this Agreement. These rights include but are not limited to the following rights:

- (a) To discipline or discharge for just cause.
- (b) To direct the work force.
- (c) To hire, assign or transfer employees.
- (d) To determine place and programs to be undertaken by the School District.
- (e) To determine the methods, means and number of personnel needed to carry out the work of the School District.
- (f) To introduce new or improved methods or facilities.

- (g) To change existing methods or facilities.
- (h) To relieve Employees because of lack of work.
- (i) To contract out for goods or services.

SECTION 110 – APPROPRIATION OF FUNDS

Any and all obligations incurred in this Agreement depend upon approved budgets and other sources of revenue being made available to the Board of School Commissioners. In the event such funds are not available, renegotiations of the Agreement will begin to determine the extent to which the economic provisions previously agreed to may be implemented.

SECTION 111 – RPS POLICIES AND PROCEDURES

RPS has developed Policies and Procedures for the operations of the School District. These Policies and Procedures have been developed over a long period of time and are continually updated and added to in order to deal with new situations and requirements. Policies and Procedures are kept in the Superintendent's office and the Maintenance Department and form the basis for student and faculty handbooks. Employees are expected to abide by these Policies and Procedures. To the extent that any Policy and Procedure is inconsistent with a provision of this Agreement, the terms of this Agreement shall control.

SECTION 112 – NEW HIRES/EMPLOYEES

All newly hired Employees shall be hired only as Regular Full-Time Employees, Regular Part-Time Employees, Bus Aides, or Long-Term Temporary Substitutes. There will be no other RPS employees performing bargaining unit work.

SECTION 113 – WORK THAT REQUIRES A LICENSE.

No work that must be performed under the supervision of a licensed professional like an electrician or plumber shall be performed by a unit member without the supervision of one of the Employees who has the required license.

ARTICLE 2. UNION RIGHTS

SECTION 201 – DUES DEDUCTIONS

Union dues shall be deducted bi-weekly from the wages of each Employee who executes and remits to the Employer a form of authorization for payroll deduction of Union dues. Remittance of the amount of dues deducted each week shall be made to the Local Union's Treasurer within ten (10) working days after the week in which dues are deducted.

The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other form of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted by the Union to the Employer.

SECTION 202 — UNION SECURITY

Union members shall remain Union members for the duration of this Agreement. A Union member may resign or terminate their Union membership by providing a signed letter of resignation or termination to both the Union and the RPS during the withdrawal period. The withdrawal period shall begin 45 days prior to the expiration of this Agreement and shall end 15 days prior to the expiration of this Agreement.

SECTION 203 - CHAPTER CHAIRPERSON OR STEWARD

Chapter Chairperson or Steward shall be allowed time off if he/she is scheduled to work during the time the School Board meets in order to attend any such public meetings. The time off shall be unpaid. The Employee will be allowed to make up the time should he/she desire and the Director of BGT approves. However, such time shall be part of the Employee's normal shift and shall not constitute overtime unless the actual work time is over eight (8) hours.

SECTION 204— BULLETIN BOARDS

Bulletin Boards - Announcements shall be posted in conspicuous places where Employees enter or leave the premises. Parties to this Agreement, both of who may use the Bulletin Boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such Bulletin Boards. Notices posted on the Bulletin Boards shall not be removed by either party to this Agreement without permission from the party posting such notice.

SECTION 205 – UNION ACTIVITIES

The Board of Education agrees that during their regular working hours, on the School's premises, and without loss of regular pay, up to two (2) stewards and/or local Union Officers may investigate and process grievances.

SECTION 206 – UNION REPRESENTATIVES

The Board of Education agrees that Accredited Representatives of the American Federation of State, County, and Municipal Employees whether Local Union Representatives,

Council Representatives or International Representatives shall have full and free access to the premises of the Board of Education at any time during working hours to conduct Union business upon prior notification to the Superintendent of Schools or the principal and/or the Director of BGT or their designees.

SECTION 207 – BARGAINING UNIT WORK

Bargaining Unit Work is defined in Appendix B.

SECTION 208 – UNION ORIENTATIONS

New Employees will be afforded one hour of paid time to meet with the Chapter Chair or Steward in order to review the rights and responsibilities afforded within this Agreement and to determine if the Employee wants to become a member of the Union. The participating Chapter chair/steward shall also be afforded one hour of paid time in order to conduct this orientation.

ARTICLE 3. BUS AIDES

SECTION 301 – CLARIFICATION OF POSITION

(a) A Bus Aide:

1. Is an hourly employee who is paid as set forth in this Agreement.
2. Is assigned regular bus aide work for every school day of a school year by the Director of BGT who supervises their work.
3. Has completed the probationary period.
4. Is not a temporary substitute performing bus aide work.
5. Is not another employee of RPS like a para-educator riding on a school bus performing similar functions to those of a bus aide as established by the Director of BGT.
6. A workday shall be 6 hours.
7. “Yearly Bus Aides” are Bus Aides who work all year because they also work during the summer break.

- (b) This Article and, where applicable, this Agreement, shall only apply to Bus Aides as defined above and shall not apply to a temporary substitute who may be doing bus aide duties or any other person performing bus aide duties.

SECTION 302 – TAPESTRY PROGRAM

This Agreement shall not apply to anyone performing bus aide work on RPS buses who are employed by anyone other than RPS even though RPS maybe the “fiscal agent” as

that term is defined in certain grants. Specifically, this Article and where applicable this Agreement does not apply when a Bus Aide is working for the Tapestry Program even though the Bus Aide receives their compensation on a RPS check and the time worked as a bus aide for Tapestry may be considered when evaluating if a Bus Aide is required to be paid overtime and other employment/labor situations. RPS shall encourage Tapestry to hire RPS Bus Aides to do the bus aide type work for them.

SECTION 303 – BENEFITS

A. A Bus Aide is hired to work at least 30 hours per week on a regular basis and is intended when hired to accrue at least 1100 hours of work per RPS's fiscal year, but regularly works less than 40 hours per week and 1800 hours per RPS's fiscal year when full benefits would accrue. A Bus Aide is entitled to the following benefits:

1. The ability to participate in RPS's Health Plan with RPS paying 67.5% ($80\% \times .75 = 67.5\%$) of the premium costs for the same Employee Health Plan and the Employee shall pay the balance of the insurance premium; the Bus Aide makes the choice on whether to participate in the Health Plan or not.
2. 100% of the Dental Insurance benefit provided herein; the Bus Aide makes the choice on whether to participate in the Dental Insurance benefit or not.
3. A \$15,000.00 life insurance policy and a long-term disability policy.
4. Participation in the City Pension Plan based upon wages with RPS making the same % contribution as required for other AFSCME members; the Bus Aide makes the choice on whether to participate in the City Pension Plan or not.
5. Leaves:
 - a. 9 Sick leave days per year.
 - b. 3 Personal leave days per year.
 - c. Up to 5 bereavement days for a qualified event as set forth in section 805.
6. For leave days, vacation days, and holidays Bus Aides shall receive compensation for 6 hours with the exception of Independence Day (July 4th), for which any Yearly Bus Aide shall receive compensation for 8 hours, provided that specific Bus Aide is working an average of 40 hours per week over the Summer break.
7. Paid Holidays which shall apply if a Bus Aide is working during that period of time in which the Holiday falls.
 - a. Thanksgiving
 - b. Friday following Thanksgiving
 - c. Day before Christmas Day (December 24)
 - d. Christmas Day (December 25)
 - e. Day before New Year's Day (December 31)
 - f. New Years Day (January 1)
 - g. President's Birthday (the day nationally recognized and not Feb. 12 or 22)
 - h. Independence Day (July 4th)

8. Bus Aides shall be entitled to paid vacation days as set forth in Article 8, Section 801.
- B. A Bus Aide who works less than 30 hours per week on a regular basis and is anticipated to the equivalent of less than 1100 hours of work per fiscal year shall not be entitled to the benefits set forth above and is only entitled to the other rights and benefits as set forth herein as applicable.
- C. Bus Aides work generally a two-hour, more or less, morning period doing bus aide work and/or a two-hour, more or less, morning period of shop work, followed by a two-hour, more or less, period in the afternoon. Bus Aides are to report for work as directed by the Director of BGT. The hours and assignments that Bus Aides shall work are at the exclusive control of the Director of BGT and may change at any time. Hours of work for Epic and Tapestry shall not be considered hours of work for RPS under this Agreement.
- D. To the extent that any provision in Article 3 is inconsistent with other provisions of this Agreement as they may relate to Bus Aides, Article 3 shall control over any conflicting provision.

SECTION 304 – ADDITIONAL WORK

- A. Bus Aides, when there is other work to do as determined by the Director of BGT, will be offered additional work time on the condition that if a Bus Aide agrees to work for scheduled time they must work for the entire scheduled time.
- B. If there is available work to do during the summer school break, Bus Aides will be offered to work up to 40 hours per week at their hourly rate and it is up to each Bus Aide if they want to accept the work. If a Bus Aide agrees to work during the school break, then for as long as there is work available to do, they agree to work for the entire school break period.
- C. If there is bus aide work to be done when school is not in session, then the most appropriate Bus Aide to do the work, as determined solely by the Director BGT, shall be hired to do the bus aide work.
- D. During times when school is not in session, at the sole discretion of the Director of BGT, if there is maintenance work to which a Bus Aide is qualified to do the quality of work that is required as determined by the Director of BGT, the Director of BGT may offer the hourly work to a Bus Aide at the hourly wages for Bus Aides as set forth in this Agreement.

SECTION 305 – BIDDING RIGHTS

Bus Aides shall have “bidding rights” just like other members of the bargaining unit.

ARTICLE 4. WORKING CONDITIONS

SECTION 401 – PROTECTION OF PROPERTY

It shall be the responsibility of any Employee having custody of any equipment or property of the Board of Education to see to it that it is properly cared for and returned to its proper place of storage.

The Board of Education agrees to supply tools needed for work assignments. The Employee shall be responsible for the reasonable replacement cost of any tools issued, acknowledged by a signed receipt, which are not returned within a reasonable time. The Board will make reasonable efforts to identify tools and equipment.

SECTION 402 – ADDITIONAL WORK

When work crews are moved from school to school for summer cleaning, the Employee(s) will not be moved to another school when the Employee's own building is being cleaned, except in extenuating circumstances.

SECTION 403 – HOURS OF WORK

The basic workweek hours for a Regular Full-Time Employee shall be forty (40) hours. The basic workweek shall be five (5) consecutive days Monday through Friday. The basic workday shall consist of eight (8) hours exclusive of a ½ hour lunch period within an 8 1/2 hour period.

1. For Facilities Worker I, II, and III – Maintenance, and Facilities Worker I and II – Custodian, the basic workweek hours shall be forty (40) hours. The basic workweek shall be five (5) consecutive days Monday through Friday. The basic workday shall consist of eight (8) hours exclusive of one meal period within an 8 1/2 hour period.

The general workday for various custodian locations are set forth below and the hours are variable as set by the Director:

Custodians - Day at RMS, RIS, RHS, and STC.

Custodian - Day at NW and NE.

Custodian – Night at NW.

Custodian – Night at NE.

Custodians - Night at RMS, RIS, RHS, and STC.

Custodian - Night at ASC/Grove St.

Custodian - Day at Longfellow.

During the summer, all Employees will generally work the day shift and will not receive any shift differential pay. Any Employee assigned by the Director to work a shift that qualifies for a shift differential will receive the appropriate shift differential compensation.

2. For Facilities Worker I and II – Driver and Head Driver, the basic workweek hours shall be forty (40) hours. The basic workweek shall be five (5) consecutive days Monday through Friday. The basic workday shall consist of eight (8) hours exclusive of lunch period within a ten (10) hour period.
3. A change of positions and job descriptions shall not result in a rebid for positions. All new hires shall be hired as full-time Employees, except for Bus Aides who have limited hours as set forth in Article 3.

SECTION 404 – MEAL PERIODS AND COFFEE BREAKS

One ten (10) minute break shall be allowed for all Employees during their normal shift. A person driving a bus during the scheduled break period may take their break at the conclusion of their bus "run." Each Employee shall have a regularly scheduled meal break of one-half (1/2) hour's duration during each work shift. Whenever possible the meal period will be taken at the middle of the shift. It is understood that these meal periods may be interrupted or deviated from temporarily for special or unusual circumstances.

SECTION 405 – OVERTIME ROTATION PROGRAM

Please see Appendix D attached hereto.

SECTION 406 – OVERTIME OBLIGATIONS

Except in emergency, as determined by the Director of BGT, overtime work shall be voluntary. There shall be no discrimination against any Employee who declines to work overtime.

SECTION 407 – PAYROLL

The members of the unit will receive their paychecks every two weeks.

When the pay period falls in such a way that there are 27 paychecks in a year, Employees shall have the option to choose whether they are paid 27 payments or 26. If they choose 26 and have to wait a period of three weeks for the next pay cycle, the Union agrees to not grieve the three-week period.

Each Employee's check shall be itemized to reflect (a) the Employee's regular straight time pay and (b) the Employee's overtime pay for each pay period.

SECTION 408 – INCLEMENT WEATHER

On normal workdays when school is closed due to bad weather, Bus Drivers and Bus Aides will be given the option to report to work to be given duties to perform or the day will be treated as a paid personal leave day or some other paid day off as chosen by the Employee.

The Inclement Weather Policy contained in the Driver's Handbook will not be changed by RPS without first consulting with the Union to get the Union's input before RPS makes any changes.

SECTION 409 – WASH-UP TIME

A wash-up time at the end of the working day may be provided to an Employee by the Employee's supervisor. The supervisor is to establish the amount of time needed based upon health and sanitation requirements for the work that an Employee has done and the amount of time is solely at the discretion of the supervisor. Employees will have time to wash their hands any time that they believe it is necessary and appropriate to promote good health practices.

SECTION 410 – BUS DRIVING

1. Whenever RPS shall determine that there exists a need for overtime bus driving services, defined as services performed outside an Employee's normal and assigned work schedule, the bus driving overtime will be offered on an equalized basis to all Employees who drive a bus for RPS as determined by the Director of BGT.
2. Overtime under this Section shall be voluntary and offered in accordance with Section 405.
3. In the event that there are insufficient Employees or busses to satisfy RPS's overtime requirements and all Employees with CDLs who have been current in the participation in

drug testing so that insurance will covering the Employee driving, then and only in such situations may RPS contract out for bus driving services.

4. All transportation of students using school-owned vehicles shall comply with State law.
5. In the event that RPS has an unfilled bus driver position for more than 2 consecutive weeks, RPS shall be able to hire a part-time temporary bus driver to fill the unfilled bus driver position. The part-time temporary bus driver shall only be employed by RPS until the unfilled bus driver position can be filled by a permanent Employee and shall not be part of the Overtime Rotation Program set forth in Appendix D, and shall only drive a bus for routes. No individual part-time temporary bus driver may be employed by RPS for longer than 90 consecutive days for a single unfilled position.

SECTION 411- COMMERCIAL DRIVER'S LICENSE REQUIREMENTS

The parties acknowledge that they are bound by both the State and Federal laws and regulations as they may be amended and implemented from time to time dealing with people operating buses and other specific transportation vehicles requiring a commercial driver's license that are used by the Board and covered by the applicable laws (a "Covered Employee"). This section is written primarily to deal with the laws that relate specifically to testing requirements for alcohol and controlled substances.

- (a) The parties shall designate annually a supervisor, the chapter chair, and a steward who shall all have appropriate basic training on alcohol and controlled substance misuse and indicators of probable misuse. Then each year thereafter each person shall have an additional 2 hours of training on the same subjects. If a new person is designated as one of the three, that person shall have appropriate basic training prior to replacing a person on the list of designated individuals.
- (b) The employer shall pay for all testing including the "split sample."
- (c) Covered Employees shall be paid for all the time that is needed in order to do the testing, even if it includes overtime for that covered Employee.
- (d) The Board shall make available to any Covered Employees the services that are provided by a formal employee assistance program in order to permit the applicable evaluation and treatment services as required by law. This is provided in order to encourage covered Employees who suspect, believe, or know that they have an alcohol or controlled substance abuse problem to come forward and get help instead of risking the consequences of failing a random test. In connection with any treatment under this program, a leave of absence shall be allowed for the treatment either on an inpatient or outpatient basis. Covered Employees shall be allowed to use accrued vacation, sick, holiday, or other accrued leave time; in addition, unpaid leave may be granted by the Superintendent for up to one year for the purpose of a covered employee to obtain appropriate treatment. For a

Covered Employee who participates in this program, the Board shall make reasonable effort to re-assign the Covered Employee participating in a rehabilitation or treatment program to non-safety sensitive functions.

- (e) The goal of this program is to identify problems and avoid them or treat them rather than be required to discipline improper conduct.
- (f) Covered Employees who are asked to come into work other than during regular working hours who acknowledge that they have consumed alcohol and/or controlled substances and decline to report for duty shall not be punished or subject to immediate testing or disciplinary action as a result of the disclosure.
- (g) Covered Employees agree to cooperate in the random testing program and any good cause testing requests. A refusal to submit to a test shall be deemed an act of insubordination justifying termination. For purposes of this provision, good cause is defined as (1) circumstances under which a reasonable person would suspect that a Covered Employee may be under the influence of alcohol or controlled substances during their work shift, including, but not limited to, any time there is an incident, such as a collision or traffic accident, involving a Covered Employee while they are operating a vehicle on behalf of the district resulting in any injury to any person, or damage to any vehicle involved in the collision that causes the vehicle to be towed away from the scene of the incident, or (2) under circumstances when it is necessary for the District to establish that a controlled substance was not a factor in any collision or accident involving Covered Employees and/or District property.
- (h) Covered Employees who are requested to submit to a test may have a Union representative present for testing.
- (i) All test results from the MRO or SAP shall be kept strictly confidential as required by law.
- (j) When a Covered Employee is off work for any reason when their name is chosen at the time of a random drug test, then the selecting party shall continue the selection process from the group of people subject to random drug testing until the required number of covered Employees are identified and tested.
- (k) A Covered Employee who fails a random alcohol test shall be terminated.
- (l) A Covered Employee who fails a good cause test for alcohol or controlled substances while working may be terminated in accordance with Section 708.
- (m) A Covered Employee who fails a random drug test for the first time shall be required to comply with the law regarding an SAP and a treatment plan and all other applicable provisions but shall not be terminated immediately. A second

failure of either a random drug test or a prescribed drug test shall be grounds for termination.

- (n) A Covered Employee who is convicted of a DUI shall be disciplined and treated as the Superintendent believes is fair and reasonable under all of the circumstances and the decision is left to the Superintendent's discretion. No decision shall be considered to set any precedence for any subsequent action.
- (o) All CDL drivers shall be subject to random drug testing at least twice a year. The Union shall be provided with a list of all CDL drivers subject to random drug testing under this section.

SECTION 412 – LACK OF WORK

In the event an Employee reports to his/her place of work at his/her regularly scheduled time and is sent home for lack of work, he/she shall be paid for eight (8) hours at the rate of which he/she would be entitled for his/her shift unless notified one half hour before the completion of the immediately preceding shift that there will be no work.

SECTION 413 – CLOTHING AT WORK

RPS shall not provide uniforms or clothing for Employees to wear. RPS agrees to provide \$400.00 to each Employee sometime in July of each year, by a separate check, which shall be used to purchase clothes that can be used at work. Employees shall dress appropriately for their positions, but their choice of clothes shall be up to the Employee. If there are any issues about clothing, the Director of DBGT shall discuss the issues with the Employee. RPS will provide a sweatshirt and other shirts with a RPS logo that Employees should wear at work as appropriate.

ARTICLE 5. COMPENSATION

SECTION 501 – WAGES

The pay and classification plan for all Employees covered by this Agreement shall be appended to this Agreement and made a part thereof as Appendix A. The new pay rates set forth in Appendix A are based upon a 3.5% increase in the school year, 3.5% increase in the 2025-2026 school year, and 3.5% increase in the 2026-2027 school years.

SECTION 502 – SHIFT DIFFERENTIAL

In addition to the established wage rates, RPS shall pay an hourly premium of seventy-five (\$.75) to Employees as a shift differential. Such shift differential shall be paid for each

hour an Employee works between the hours of 2:30 p.m. and 7:00 a.m. unless the Employee's normal shift starts before 7:00 a.m. or ends prior to 6:00 p.m. This excludes bus driving.

An Employee who is entitled to shift differential as part of his/her regularly assigned shift during the school year who takes his/her vacation during the summer or for sick leave during the school year will receive his/her shift differential for that time. Employees who normally receive shift differential but who are assigned to work during the normal day hours shall receive regular daytime rates without any shift differential.

SECTION 503 – “ON CALL” and EMERGENCY WORK PAY

In the event that an Employee is called in for emergency work, he/she shall be allowed a minimum of four (4) hours at one and one-half his/her regular hourly rate. However, if he/she should work four (4) hours or more, all time thus worked will be paid at the rate of time and one-half from the time the emergency commenced.

Employees who are designated/required to be “on call” by a supervisor for a seven-day week shall be paid \$250.00 for the seven-day week or prorated on a per day basis if less than seven days; payment shall be made at such appropriate times as determined by the business office for such “on call duty.” During the week designated as “on call”, the Employee shall not be more than 30 minutes away from the School District. The “on call” Employee will neither be offered nor charged overtime for planned bus trips unless there is an extreme need as determined by the Director of BGS; and if the “on call” Employee accepts a bus trip, that Employee will be responsible for finding another Employee to cover the “on call” responsibilities.

SECTION 504 – OVERTIME AND WEEKEND PAY

All time worked in excess of eight (8) hours in any workday or forty (40) hours in any workweek shall be paid at the rate of time and one-half.

Time and one-half shall be paid for all work performed on a Saturday and double time shall be paid for all work performed on a Sunday.

A part-time Employee who works hours beyond their regularly scheduled hours shall have them treated as overtime hours for the purpose of the Overtime Rotation Program.

SECTION 505 – COMPENSATORY TIME

An Employee may elect to convert overtime work into Compensatory Time off in lieu of taking overtime pay, provided the overtime is to be funded out of regular RPS funding, by the Employee indicating to the Director of BGT, or their designee, at the time of doing the overtime work or promptly thereafter that the Employee wants the overtime work so treated. The Employee may then use the accumulated compensatory time off under the following conditions:

- (a) Every hour of overtime work is equal to one and one-half hours of Compensatory Time off or double time if appropriate.
- (b) An Employee wanting to use Compensatory Time must request the time off at least forty-eight (48) hours in advance of the time requested and preferably 10 workdays in advance.
- (c) Compensatory Time off will be granted solely at the discretion of the Director of BGT or designee, taking into account the need to properly staff the work that the Bargaining Unit is required to do. A request for Compensatory Time off will not be unreasonably denied, but there is no guarantee that an Employee will get to use up all of his/her compensation time by June 30 of each year.
- (d) If an Employee is off on Compensatory Time and is called back by the Director of BGT because of an emergency or due to a lack of a sufficient work force, call back minimums do not apply and the Employee will be paid at his/her regular rate of pay or overtime rate of pay, if applicable.
- (e) If an Employee has not used all of his/her accumulated Compensatory Time by June 30, the Employee will be paid the applicable overtime pay for the Compensatory Time that has not been used.
- (f) At any time, an Employee may request payment for their accrued Compensatory Time, or any portion thereof in hourly increments, by submitting a written request for payment to the Director of BGT, or their designee, and the requested payment will be paid in the next available payroll following the request.

SECTION 506 – MILEAGE

Employees who are required by RPS to use their personal vehicles for RPS business will be reimbursed for mileage at the prevailing RPS rate upon submission of RPS's required documentation.

SECTION 507 – WORK IN HIGHER OR LOWER PAID POSITION

Employees who are temporarily assigned to a higher paid position by the Director of BGT or designee will receive the rate of pay for the higher paid position for the actual time worked in that position. If an Employee is temporarily assigned to a lower paid position, the Employee will receive his/her regular rate of pay.

SECTION 508 – WORKERS’ COMPENSATION

If an Employee becomes injured in an accident while working within the scope of his/her employment, as determined by the insurance carrier or Commissioner, the Employee’s compensation shall be as provided as follows:

1. If a Bus Aide becomes injured in an accident while working within the scope of his/her employment for RPS, as determined by the insurance carrier or Commissioner, the Bus Aide’s compensation shall be the amount of the payment paid pursuant to Worker’s Compensation law (WC Payment).
2. If any other Employee except a Bus Aide becomes injured in an accident while working within the scope of his/her employment for RPS, as determined by the insurance carrier or Commissioner, shall be:
 - a. The amount of the payments paid pursuant to Worker’s Compensation law (WC Payment); and
 - b. An additional payment shall be made by RPS to all Employees who have been employed for at least one full year that is equal to the positive difference between the WC Payment and the Employee’s base wage for a normal workweek for that Employee excluding overtime, less the usual federal taxes, state taxes, and social security that are withheld from that Employee’s base weekly wage (hereinafter referred to as the “Additional WC Payment”). RPS shall pay this Additional WC Payment, if there is one due, at the same time that regular wage payments are made after the Employee has provided a copy of the WC Payment that the Employee has received; this Additional WC Payment shall be subject to all taxes, social security, and withholding just like any other compensation payment.
 - c. The Additional WC Payment shall be paid for a maximum of 3 months only.

SECTION 509 – SIGN-ON BONUS

The Superintendent may, at their sole discretion, give a one-time signing bonus to any unit member when they are hired in order to help facilitate securing qualified employees for any vacant position that has gone unfilled for 30 days or more. The Superintendent will provide a quarterly report to the Union identifying all sign-on bonuses, including the specific amount of each sign-on bonus paid to unit members, in the preceding quarter.

SECTION 510 – LONGEVITY

All AFSCME bargaining unit members, including Bus Aides, with five years of continuous service from their date of hire shall be eligible for longevity.

After 5 years of continuous service, an employee will be granted a longevity bonus of \$200.00 to be paid on or around the anniversary of their date of hire. This longevity bonus will increase by an additional \$100.00 per year until reaching a maximum yearly stipend of \$2,000.00 after 23 years of service. Once reached, the \$2,000.00 per year bonus will be paid annually thereafter. The longevity bonus payment shall be issued in a separate check.

Years of Continuous Service	Longevity Bonus Amount
5	\$200
6	\$300
7	\$400
8	\$500
9	\$600
10	\$700
11	\$800
12	\$900
13	\$1000
14	\$1100
15	\$1200
16	\$1300
17	\$1400
18	\$1500
19	\$1600
20	\$1700
21	\$1800
22	\$1900
23	\$2000

ARTICLE 6. BENEFITS

SECTION 601 — HEALTH PLAN

1. RPS's Health Plans are the four plans established and offered by VEHI (Vermont Education Health Initiative). By reference to the 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" (attached), all terms and conditions of that Document are incorporated in this collective bargaining Agreement in accordance with applicable laws.
2. Each employee shall be permitted to choose the Health Plan offered by VEHI in which they desire to participate (Platinum, Gold, Gold CDHP, Silver CDHP). Employees who select either the Gold CDHP or the Silver CDHP will pay 20% of the insurance premium and RPS will pay 80% of the insurance premium. For employees who select either the Platinum or Gold (non-CDHP) VEHI plans, the amount of money available for the Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage (Single, Two Person, Parent/Child(ren), or Family) in the Platinum or Gold (non-CDHP) plans. Participation in and selection of the plans is governed by IRS regulations at all times such that some participants are ineligible for certain plans.
3. RPS will provide an IRS section 125 health related program for all Employees. This plan will include insurance premium conversion for group health and dental insurance, and health and dependent care flexible spending accounts, and limited purpose health flexible spending accounts to employees participating in an HSA.
4. RPS's Health Plan is now controlled by the State of Vermont. RPS can only provide a Health Plan consistent with the State's Health Plans. The RPS Health Plan has to be the same for all RPS employees. If there are any changes in the RPS Health Plan because of the State of Vermont that create issues for Employees, RPS and the Union will work together to try and address the issues, but the Employees understand and accept that the Health Plan is now set by others. The percentage participation on insurance premiums shall remain as provided for herein unless altered by the State of Vermont.

SECTION 602 – DENTAL PLAN

Dental Plan - Coverage will be under the Dental Plan currently in effect. The Plan will be paid: 100% by RPS and 0% by the Employee. The spouse and dependent coverage will be the same as for the individual Employee.

SECTION 603 – LIFE INSURANCE

RPS will pay the full cost of a twenty-thousand-dollar (\$20,000) Life Insurance Plan on all Employees. RPS will pay the full cost of a fifteen-thousand-dollar (\$15,000) Life Insurance Plan for all Bus Aides, as set forth in Article 3, Section 303.

SECTION 604 – LONG TERM DISABILITY

RPS will provide to Employees a Long-Term Disability Insurance Policy which provides disability compensation at 60% of the Employee's covered earnings at the time of disability. Coverage will commence six (6) months after the onset of the disability, provided the Employee continues to remain disabled, and will cease at the end of the disability or to age 65, whichever is sooner. Any other requirements an Employee has to meet are those established by the policy and copies of the policy can be obtained through the RPS's business manager.

SECTION 605 – CHANGES IN INSURANCE COVERAGE

It is agreed that should any material changes occur in the provisions of any of the insurance coverages provided under this Article that materially increases costs, then the Parties agree to renegotiate what is set forth in the applicable sections to address the issues that are created.

SECTION 606 – RETIREMENT PLAN

The Employees shall continue to be able to participate in the City Retirement System as they have in the past.

A participating Employee in the City Retirement System shall make a contribution to the City Retirement System of 5% of the participating Employee's gross salary in order to participate for the length of the contract.

During the term of this contract, RPS will contribute an amount to satisfy actuarial recommendations.

SECTION 607 – DEATH BENEFIT

Upon an Employee's death, one-half of his/her unused accumulated sick leave shall be paid in full to the Employee's spouse or beneficiaries.

SECTION 608 – SEVERANCE

After 5 years of continuous service, an Employee will be paid a sum equal to their per diem rate of pay times the number of accumulated sick leave upon leaving the employment with RPS. This provision only applies to Employees who resign from their position in good standing, which shall include retirement.

ARTICLE 7. PERSONNEL ACTIONS

SECTION 701 – GRIEVANCE PROCEDURE

The purpose of this grievance procedure is to settle all disputes between RPS and the Employees, at the lowest administrative level possible and as quickly as possible, so as to ensure efficiency and promote employee morale. Nothing in this Procedure shall prevent a dispute from being resolved informally, however, no informal resolution shall change the terms and conditions of this Agreement without the written consent of the parties; the parties may extend any time deadlines set forth in this Section upon written consent of the parties. Therefore, any dispute, which may arise between the parties regarding the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

STEP 1:

Before the submission of a written grievance, the aggrieved party and/or the Union representative should request and have an informal discussion with the Employee's immediate supervisor to see if the dispute can be resolved.

STEP 2:

If the grievance is not resolved informally, the aggrieved Employee (the "Grievant") or the Union, shall take up the grievance by giving written notice to the Grievant's immediate supervisor not later than ten (10) working days of after the Grievant had knowledge of the occurrence of the event(s) that gave rise to the dispute. After, as used throughout this Section, means that the day that the Grievant has knowledge is not counted as one of the 10 working days. The Grievant shall have a meeting not later than five (5) working days after giving written notice with their immediate supervisor to discuss the issues. The supervisor shall give a written decision regarding the grievance not later than five (5) working days after the meeting (hereinafter the "Decision").

The written notice shall include the time and place of the alleged event(s) or condition(s) that gave rise to the grievance, the provision of this Agreement that is alleged to have been violated and how it has been violated, the identity of the person(s) involved in the event(s) and the nature of their involvement (what they did), a general statement of the nature of the grievance, and the redress that is sought by the Grievant.

STEP 3:

If the Decision does not resolve the dispute, the grievance may be continued by giving written notice, not later than ten (10) working days after the date that the Decision was given, to the Superintendent that the Grievant or the Union objects to the Decision. The notice shall specify the reasons for the objection to the Decision. Not later than seven (7) working days after the receipt of the objection, the Superintendent, or the assistant Superintendent if designated by the Superintendent, shall meet with the Grievant and/or the Grievant's Union representative to discuss the grievance. The Superintendent shall give a written decision (the "Superintendent's Decision") not later than ten (10) working days after the date of the meeting.

If a grievance deals with the discharge of an Employee or disciplinary action by someone other than the Employee's immediate supervisor, the grievance may start at Step 3.

STEP 4:

If the Superintendent's Decision does not resolve the dispute, then the Grievant or the Union may file an objection to the Superintendent's Decision by giving written notice to the Board of Education not later than ten (10) working days after the date that the Superintendent's Decision was given (the "Objection"). The Objection shall specify the reasons for the Objection and make whatever other arguments that are desired and may include any other evidence or material that the Grievant or the Union deems appropriate along with the Objection. The Board of Education shall consider the Objection and all material submitted with it in addition to any oral presentation that might be desired by the Grievant in executive session at its next regularly scheduled meeting after the Objection is received and if the agenda for the Board meeting has already been prepared then it shall be heard at the next subsequent regularly scheduled meeting of the Board. The Board shall issue its written decision not later than ten (10) working days after the Board meeting when the Objection was discussed.

STEP 5:

If the grievance has not been resolved during the Step 4 of the Grievance Process and a decision is given by the Board pursuant to the provisions of Step 4, the decision of the Board shall become final unless the Union, and not any individual Grievant, disagrees with the decision of the Board and files a written notice, as provided for below, requesting mediation or mediation and arbitration not later than fifteen (15) working days after the Union's notice of the written decision of the Board regarding the Objection. The parties shall make a good faith effort to resolve the matter through mediation. The parties may agree to waive mediation. If the Union requests both mediation and arbitration the parties shall work together for scheduling the two simultaneously so as not to delay the arbitration. The parties acknowledge that mediation can be scheduled more quickly than arbitration; the mediation shall occur as much before the arbitration as reasonably possible considering all of the factors so as to save both parties as much cost and anxiety as reasonably possible if the mediation is successful at resolving the issue.

SECTION 702 – ARBITRATION

1. Arbitrable issues are only those which meet each and all of the following:

- (a) The issue must first have gone through the Grievance Procedure set forth in this Article.
 - (b) All time limits within the grievance procedure itself must have been observed.
 - (c) Notice of intent to arbitrate must have been forwarded not later than fifteen (15) working days after issuance of the last grievance decision.
2. The following are specifically defined as being non-arbitrable:
- (a) Salary adjustments except grievances claiming improper application to individuals of established rate.
 - (b) The exercise by RPS of any of its functions conferred upon the Employer by law, except grievances regarding just cause for suspension, demotions, discipline or discharges, as well as disputes between the parties as to the meaning or application of specific provisions of other provisions of this Agreement, may be arbitrated.
3. If the Union desires to submit a grievance to arbitration, it shall forward to the Chairman of the Board of School Commissioners, with copies to the Superintendent of Schools, a written notice of intent to arbitrate. This notice shall state the matter at issue and shall state in what respect the Agreement has been violated by reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.
4. Not later than ten (10) working days after the date of delivery of the foregoing notice, the Board of Education Representative and the Union representative shall confer regarding the appointment of an arbitrator. Should the Representatives fail to agree on an arbitrator, the parties shall ask the Federal Mediation & Conciliation Service to submit to them a list of seven (7) arbitrators. The Board of Education and the Union Representatives shall determine by lot the order of elimination and thereafter each shall in that order, alternately strike from the list three names each and the seventh and remaining name shall become the arbitrator.
- It is understood and agreed that there shall be no jurisdiction of the Federal Mediation & Conciliation Service to proceed in any manner unless and until all prior steps of Article 8 have been complied with by the grieving party.
5. After the arbitrator has been appointed by the foregoing procedure, the arbitrator shall meet with all members present, hear the evidence of both parties and render a decision promptly. A separate arbitrator shall be appointed to hear each grievance that has been appealed to arbitration unless the parties agree in writing to present more than one grievance to the same arbitrator.
6. The time limits specified in this section may be extended by mutual consent of the parties or by the arbitrator.
7. It is understood that the function of the arbitrator shall be to interpret specific provisions of this Agreement. The arbitrator shall have no power to decide on any issue that is

defined in this Agreement to be non- arbitrable or to add to or subtract from or to modify and extend any of the terms of this Agreement.

8. The arbitrator shall agree to render a decision within thirty (30) days after the completion of taking evidence. Each party shall bear the expenses of its Representatives and witnesses. The fees and expenses of the Arbitrator shall be borne equally by the parties.
9. The decision of the Arbitrator on the matter at issue shall be final and binding on both parties.
10. The Arbitrator shall have the authority to award attorney's fees and costs for any grievance determined to be arbitrable.

SECTION 703 – JOB DESCRIPTIONS

Fifteen (15) days prior to the Board of Education approving the creation of, or changes in job descriptions/Classifications and/or qualifications of bargaining unit position(s), representatives of the Board will negotiate with representatives of the bargaining unit about such proposed changes. If no mutual understanding is reached by the parties regarding such proposed changes in job descriptions and/or job qualifications after 15 days, the Board may implement such changes. All new job descriptions shall have the Board adoption date. The parties agree that the current job descriptions/Classifications are set forth on Appendix E and are also referenced in Appendix A.

The rate of pay for new positions will initially be established by the Board, but, upon demand by the unit if it deems such rate of pay unsatisfactory, the rate of pay will be negotiated with the unit and there will be an amendment to Appendix A. In the event the Board of Education changes the job description of any permanent Employee which adds duties and requirements which substantially alters the nature of the position, the unit may demand to negotiate a new wage rate for that position. No member of the unit whose job description and duties may be changed will have a reduction in his/her hourly rate of pay as a result of such change.

From time to time, there is a need to update job descriptions for minor changes that better align with the current reality of the position. If the Union and the District administration agree to minor changes in job descriptions, they may make those changes without Board approval. Such changes cannot substantially alter the nature of the position without Board approval.

SECTION 704 – PROBATIONARY PERIOD

New Employees shall serve a probationary period of ninety (90) calendar days and shall have no seniority rights during this period; new Employees during the probationary period shall be entitled to the grievance and arbitration provision of this contract. Probationary Employees

shall be eligible for Employee benefits after ninety (90) calendar days of employment. All Employees who have worked ninety (90) calendar days in a permanent job shall be known as permanent Employees and the probationary period shall be counted in determining total seniority. All new Employees shall receive seven (7) days of training during their ninety (90) day probationary period and an evaluation of performance on or before the 60th day of the probationary period.

Any person hired to be a Bus Aide as that has been defined shall first have a 90-day probationary period before being considered a Bus Aide consistent with the paragraph above. Any person hired as a temporary bus aide even if a long-term temporary bus aide due to sickness, family leave, or otherwise of a Bus Aide shall not gain any rights that belong to a Bus Aide.

SECTION 705 – SENIORITY

The Board of Education shall establish a seniority list and it shall be brought up to date on January 30th and June 30th of each year and delivered to the Chapter Chairperson and to each member of the bargaining unit. Any objections to the seniority list, as made, shall be reported within ten (10) working days or the list shall be deemed accepted as submitted.

There shall be two (2) types of seniority recognized: (1) bargaining unit seniority and (2) job classification seniority. Current job classifications shall be set forth in the salary schedule attached to this Agreement as Appendix A.

Bargaining unit seniority shall be based on the length of time a person has worked for RPS and been an Employee as defined by this Agreement since the Employee's last date of hire as either a regular full time Employee or a regular part-time Employee or long term temporary substitute. Job classification seniority shall be computed from the date that the Employee was most recently placed in his/her particular job description.

The permanent Employee with the longest bargaining unit seniority shall be given preference in choice of vacation.

Job classification seniority shall be used in preference for assignment to shift work.

An Employee shall lose all previous seniority credit for any of the following reasons:

- (a) A voluntary quit
- (b) A proper discharge
- (c) Failure to notify the appropriate supervisory officer of acceptance of return to work following layoff within forty-eight (48) hours of receipt of notice by registered mail return receipt requested of telegram.
- (d) Failure to report to work following layoff within five (5) working days after receipt of notice unless extended by the appropriate supervisor. It is the responsibility of the employee to keep the supervisors advised of his or her current mailing address and telephone number.

- (e) Absence from work for three (3) consecutive scheduled working days without any reporting of such absence to the appropriate supervisor or Superintendent of Schools.
- (f) Layoffs which extend in excess of recall time.
- (g) Absence from work without authorization beyond the period for which leaves of absence have been granted.
- (h) Taking other employment or conducting a business without written authorization from RPS during a leave of absence pursuant to Section 711, Sick Leave, or Family Leave. Written authorization may be requested from the Superintendent or their designee and the Superintendent, or their designee, will provide a decision regarding the requested authorization within 5 workdays.

All regular part-time Employees and all regular full-time Employees shall be treated equally in any issues where seniority is involved under this Agreement.

Beginning July 1, 2016, there is no established number of Bus Aide positions. The Director BGT is solely responsible for determining the number of Bus Aides that RPS needs to have. Bus Aide positions may be terminated at any time. If there is a reduction in the number of regular Bus Aide positions, then Seniority, meaning the date of hire, shall control which individuals will be terminated when a position is terminated.

SECTION 706 – VACANCIES, NEW POSITIONS, AND ADVANCEMENT

1. If a vacancy within the bargaining unit occurs in permanent positions or if a new permanent position is created, the position shall be posted on all Employee Bulletin Boards for a period of five (5) working days. Job postings shall include all details for the position. Past performance evaluations, merit, abilities, capabilities, and the particular needs of the position shall be factors in determining if an Employee is qualified for the position.
2. The position shall be filled by a unit Employee within five (5) working days from the final day of the posting provided a qualified unit Employee has bid for the position within this period as determined by the Director of BGT.
3. When two or more permanent Employees are competing for a position and RPS has determined that past performance evaluations, ability, merit, and capability are reasonably equivalent, then Bargaining Unit seniority shall govern and control.
4. In the event no qualified Employee applies for the vacancy, it may be filled in any manner at the discretion of RPS.
5. In the event that an Employee is selected for a position, the Employee shall be given up to a ninety (90) working days for RPS to ascertain whether the Employee can satisfactorily perform the duties of the position. During the aforesaid period the Employee shall receive the wage rate of the position that the Employee is performing. If

RPS determines within this period that the Employee is not performing satisfactorily, the Employee shall be returned to his/her former position at the wage rate earned prior to the change. It is clearly understood that the foregoing shall not be construed to create or infer an absolute right to a trial period for any Employee.

6. RPS shall post a vacancy or new position for five (5) days to see if any unit Employees apply for the position before advertising the vacancy or new position to obtain applications from people who are not already Employees.
7. The Chapter Chairperson shall receive copies of all postings and awards.
8. Advancement of a unit Employee shall be based upon past performance evaluations, merit, abilities, capabilities, and the particular needs of the position to which an Employee can advance. If all items identified in the preceding sentence are equal for two Employees looking for advancement, then the person with the most seniority shall be given the position. The decision on who will receive the advancement is determined by the Director of BGT.

SECTION 707 – REDUCTION IN FORCE

1. Overall bargaining unit seniority since the last date of hire will be the factor in determining who is eliminated as an Employee if there is a need for a Reduction in Force. Whether temporary or permanent, the following procedure will be followed:
 - (a) Temporary employees shall be laid off first.
 - (b) Seasonal employees, if any, shall be laid off next.
 - (c) Permanent Employees with job classification shall be laid off last.
2. Within each job classification which is to be reduced in force, the Employee with the lowest overall bargaining unit seniority shall be laid off in the reverse order of overall bargaining unit seniority. Affected Employees shall be permitted to bump Employees, provided that they have the ability to perform the duties of other job classifications, who are in lower rated job classifications and who have less overall bargaining unit seniority. Employees shall be permitted to “bump” Employees who are in a higher job classification who have both less overall bargaining unit seniority and have less job classification seniority in such higher job classification than has the affected Employee; any Employee bumping from a lower to a higher job classification/description must be both qualified and able to perform the work in the higher job classification/description.
3. If a position is abolished in any job classification/description, and the individual whose position has been abolished is more senior than an Employee in another job classification, and the more senior Employee is qualified for the job held by the less senior Employee, the more senior Employee can “bump” the less senior Employee.

4. Recall. In the event there is an increase in the work force or a recall of Employees, permanent Employees who have been laid off shall be reemployed in reverse order of overall bargaining unit seniority provided, however, that the reemployed Employee is qualified for the position that is open.
5. Employees who are laid off shall be placed on a recall list for a period of time equal to their length or service within the bargaining unit but in no event to exceed three years. In the event an Employee refuses a recall at any time within the time limits of the Employee's recall rights, he/she shall be removed from the list.
6. RPS agrees to provide thirty calendar days' notice to Employees in the event of a reduction in force.
7. An Employee who leaves the employment of RPS shall provide RPS with at least two weeks' advance notice.

SECTION 708 – DISCIPLINE AND DISCHARGE

It is agreed that the Board of Education or Superintendent of Schools or Assistant Superintendent and/or those delegated supervisors within the Department of Maintenance, shall have the right to discipline Employees for just cause. The Superintendent or Assistant Superintendent must give final approval for suspensions and for terminations.

It is further agreed that the Board and/or the Superintendent or Assistant Superintendent may dismiss any Employee for reporting to work under the influence of drugs and/or intoxicants, bringing intoxicants to the job, using or drinking intoxicants during working hours, for theft, for insubordination, for refusing to work, for refusal to follow orders, for not fulfilling duties, or for other similar serious offenses. When there is a charge against an Employee, the Employee affected shall be furnished with a letter stating the precise charge at the time the charge is made. Prior to any final decision to discharge or suspend an Employee, the affected Employee shall have an opportunity to respond to the charge(s) against them and present their position and any additional evidence before any final discharge or suspension action is taken. If an Employee is discharged or suspended, the Employee and Union shall be notified in writing to this effect. The Employee affected shall be furnished with a letter stating the precise charge at the time the charge is made. If an Employee is discharged or is disciplined by someone other than his immediate supervisor, such discharge or disciplinary action may be processed as a grievance commencing with Step 3, Article 1(c) of the Grievance Procedure. Said grievance must be made in writing within ten (10) days from the date of discharge or disciplinary action.

SECTION 709 – EXPECTATIONS

1. Employees will perform their duties in a manner that is professional and respectful of all RPS employees and students. Employees will not enter into verbal altercations or act in a physically intimidating manner while on RPS property or performing RPS duties.

2. Employees not expecting to work because of sickness or emergencies or other justifiable causes must notify their respective supervisor at least one hour before his/her scheduled starting time unless physically unable to do so. This provision shall not be interpreted as condoning repeated absences from work on the part of the Employee. If an Employee is unable to notify the Director of BGT on the day of the absence he/she must explain the absence to the Director of BGT prior to reporting to his/her regular work shift.

SECTION 710 – ABSENTEEISM

The Union agrees that sick leave entitlements should not be abused and that an Employee has the responsibility of being at his/her assigned job unless physical illness or disability prevents it.

When RPS suspects that an Employee may be abusing sick leave privileges through excessive use, or if a persistent pattern of use is evident, the Director of BGT shall discuss the suspected abuse with the Employee and the Employee may be required to justify his/her absences. If the absence record of the Employee does not substantially improve after being advised of the concern, or if the Employee does not provide adequate reason, including medical explanations from a health care professional for the absenteeism or pattern of usage, RPS may take disciplinary action against the Employee up to and including discharge. Any disciplinary action taken under this section will be subject to Article 8 (a) (B) (2) - just cause. Notice of any action taken under this section shall be given to the Chairperson of the bargaining unit.

SECTION 711 – LEAVE OF ABSENCE

Employees with five or more years of RPS service who are out of work due to prolonged illness or injury (not on Workers' Compensation) and who have exhausted all sick or other paid leaves may continue in the RPS Health Plan. RPS will continue its payments under this Agreement for such Employee at no additional cost to the Employee for sixty (60) days after the Employee has exhausted all paid leaves. The Employee may then continue coverage by paying fifty percent (50%) of the premium paid by RPS for an additional sixty (60) days. Thereafter, the Employee may continue in the RPS Health Plan by paying the full cost of the premium for the time allowed by COBRA.

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with RPS shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed two years, but it shall be renewed or extended for a period not to exceed one year upon the request of the Union. Employees on Union leave shall be able to purchase insurances by paying the full premiums charged to RPS while they are on such leave.

Members of the Union selected by the Union to participate in any other Union Activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one month, but it shall be extended for a period not to exceed one additional month upon the request of the Union.

ARTICLE 8. LEAVES

SECTION 801 – VACATIONS

1. RPS agrees that an Employee who has worked continuously for a period of one full year from his/her date of hire, with 2000 hours or more during such year, excluding overtime, but including hours of approved sick leave or time on workers' compensation in any given year (provided he/she worked during the year) shall be entitled to ten (10) days' vacation with pay.
2. After 6 months of continuous service from date of hire and consistent with the requirements of the first paragraph of this Article, employees will be entitled to vacation as follows:

	Regular Full Time	Yearly Bus Aide	Bus Aide
6 mo. =	5 days	4 days	3 days
1 yr. =	10 days	7.5 days	5.5 days
4 yrs. =	15 days	11.5 days	8 days
10 yrs. =	20 days	15 days	10.5 days
20 yrs. =	21 days	16 days	11.5 days
21 yrs. =	22 days	16.5 days	12 days
22 yrs. =	23 days	17.5 days	12.5 days
23 yrs. =	24 days	18 days	13 days
24 yrs. =	25 days	19 days	13.5 days

3. In the event that a paid holiday falls during a vacation period, RPS will authorize compensation to the Employee of an extra day of vacation to be taken at a time which is mutually convenient to RPS and the Employee. However, an effort will be made to meet the Employee's request.
4. Upon retirement, discharge, or resignation, the Employee shall be paid unused accumulated vacation days computed to the nearest full month as set forth herein. Upon Employee's death, accumulated vacation days shall be paid to the Employee's spouse or beneficiaries as provided for herein.
5. Vacations may be split into single day periods or longer, except as otherwise set forth. Vacations, except as noted in paragraph 4 above, will be scheduled at a time mutually agreed between the Board of Education and the involved Employee. Up to one week of an Employee's vacation allotment (up to five days) may be taken in ½ day increments upon advance notice and with the approval of the Director of BGT or designee. During January of each year, the Director of BGT will post a vacation preference roster for the next fiscal year in the Maintenance Department's main office. This roster will remain posted for a period of four (4) weeks. During this time, vacation preference will be accorded on the basis of total school system seniority. At the end of January, vacation

requests will be verified within ten (10) working days. A least senior individual who fulfilled the procedure and has his/her vacation approved shall have preference for his/her vacation despite the wishes of a more senior Employee. If Employees have not filled in the roster for vacation time and additional vacation time is available to the Employee and/or if Employees request a change in rostered vacation after the four (4) week sign-up period, any conflicting requests between Employees for vacation time off will be resolved in favor of the most senior Employee.

6. An Employee whose approved vacation is scheduled within the last two (2) months of the vacation year who becomes seriously ill or disabled due to injury prior to the start of the vacation, as verified by a physician, and is unable to take his/her scheduled vacation will be paid for such unused vacation at the end of the vacation year. In lieu of pay, an Employee who falls into this category of ill or injured may, with the approval of the Superintendent of Schools, carry up to two (2) weeks of vacation into the next year for use as vacation time. This provision does not apply to an Employee who becomes ill or is injured while on vacation.
7. Vacations due in any vacation year must be taken during that year. Vacations will not be allowed to accumulate. In general, Employees shall take time off to which they are entitled except under extenuating circumstances or RPS may waive this requirement and pay Employees.

SECTION 802 – PAID HOLIDAYS

Employees, except for Bus Aides, shall not be required to work but they shall receive their regular per diem rate of pay (meaning that if a person normally worked 6 hours per day that person would receive six hours of compensation but if a person normally worked 8 hours that would be their rate of pay) for the following fixed holidays, subject to the provisions set forth in this section.

New Year's Day (January 1)
Independence Day (July 4)
Labor Day
Wednesday before Thanksgiving
Thanksgiving Day
Friday following Thanksgiving
Christmas Day (December 25)
Day before New Year's Day

Employees, except for Bus Aides, shall not be required to work but they shall receive their regular per diem rate of pay for the following floating holidays, subject to the provisions set forth in this section. These are holidays which generally will be given on the nationally recognized day of celebration, except if school is in session, in which case the employees shall be given one additional elective holiday day for that fiscal year.

Presidents' Birthday (the day nationally recognized and

not Feb. 12 or 22)
Memorial Day
Veterans' Day
Day before Christmas (December 24)
Martin Luther King, Jr. Day

If any of these holidays fall on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the preceding Friday shall be considered the holiday.

If, in the case of an emergency, when school is not in session and all Employees are not scheduled to be working, it becomes necessary for an Employee to work on a paid holiday, then the Employee shall receive two times their regular rate of pay for all hours worked on the holiday in addition to the pay that they would receive for that holiday.

In addition to the thirteen (13) floating and fixed holidays listed above, each member of the unit, except for Bus Aides, is entitled to four (4) elective holidays which may be taken at a time mutually agreeable to the Employee and the Director of BGT. No more than two (2) Employees may take an elective holiday on the same day. Requests for elective holidays will be made by the Employee in advance and the requests will not be unreasonably denied. An Employee to be eligible for these paid holidays must have worked on their last scheduled workday before the holiday and on their first scheduled workday after the holiday, except for documented illness.

Bus Aides are entitled to Paid Holidays as set forth in Article 303.

SECTION 803 – SICK LEAVE

Each permanent Employee covered by this Agreement shall be entitled to twelve (12) days of sick leave per year, credited at the beginning of each fiscal year, pro-rated down for Employees who join later than July 1, and such total sick leave may accumulate up to one hundred and twenty (120) days. Any permanent employee who has attained the maximum of 120 days may continue to accrue additional sick leave days for the purposes of having an additional retirement benefit, in that the days over 120 days shall be eligible for the payment for unused sick days upon retirement.

Permanent Employees start to earn sick leave on their day of hire. Employees shall be eligible to use earned sick leave after ninety (90) days service with the School System.

The right to use sick leave when ill, including for any mental or psychiatric illness (including treatment for substance abuse),¹ is given without fear of recrimination. To be entitled

¹ This provision does not modify, remove, waive, or otherwise impact the District's right and ability to discipline any employee, up to and including termination, for any violation of the District's policies and rules regarding substance abuse and/or possession of controlled substances, including but not limited to Section 411 of this Agreement or any other provision of this Agreement or District policy – such as coming to work under the influence or in possession of a controlled substance. While an employee is permitted to use their accrued sick days to seek

to sick leave, a physician's or other appropriate medical professional's certificate must be filed with the Superintendent of Schools at the time the Employee returns to work after four (4) consecutive days of illness. After fifteen (15) consecutive days of illness, certificates may be required from two (2) physicians or other appropriate medical professionals (when two certificates are required, the Board of Education agrees to pay charges for said certificates).

Any Employee₂ who is known to be ill, supported by satisfactory evidence, will be granted sick leave for a period not to exceed ninety (90) days or a period extending to the number of the Employee's accumulated sick days, whichever is greater. If the sickness extends beyond the foregoing period, sick leave may be further extended with the approval of the Board up to a maximum of one year. The foregoing sick leave shall be without pay, with the exception of any time for those accumulated paid sick days entitled to the Employee.

Up to ten (10) days per year of an Employee's sick leave allotment may be used to care for an Employee's spouse, child or significant family member whose illness is of such a serious nature that the Employee's presence is required. An Employee requesting such time may be required to provide an attending physician's statement as to the serious nature of the illness requiring household/bedside attention or, under certain serious cases, the need for the Employee to transport the ill member for medical treatment inside or outside of the city. If transportation provided is within the city, the Employee is expected to make every effort to return to work if more than four (4) hours of the workday remain.

Bus Aides are entitled to sick leave days as set forth in Article 303.

SECTION 804 – SICK LEAVE BANK

1. A sick leave bank shall be established to provide for salary payments for members of the bargaining unit who are seriously ill or disabled, that is, confined to a hospital or recovering from a serious illness, and under the constant care of a physician, and whose accumulated sick leave, vacation days, floating holidays, and compensatory time are exhausted.
2. The bank will consist of days voluntarily donated by unit members not to exceed one (1) day per year, per unit member. The annual donations shall be made on October 1st of every year.
3. The bank will be administered by the Superintendent or his designee in consultation with the Chapter Chair of the Union. The decision of the Superintendent in consultation with the Chapter Chair of the Union shall be final.
4. An applicant must submit satisfactory proof of illness or disability to the Superintendent. Such proof shall include a physician's statement. RPS reserves the right to have another physician of RPS's choosing verify the Employee's illness.

treatment for substance abuse, it does not prevent the employee from discipline and/or any other consequences stemming from any infraction or violation caused by the substance abuse.

5. Days donated to the bank shall be deducted from the donor's credited days. Any unused time in the bank at the end of the work year, up to two hundred-forty (240) days, shall remain in the bank. Days in excess of 240 will be refunded to participants, prorated if necessary. The maximum number of days approved and drawn from the sick bank by an eligible Employee in any work year shall not exceed one-half of the amount days that are in the bank. If an Employee contributes days to the bank, and ceases being an Employee before his/her days are used, the contributed days will be restored to the donor at the time of ceasing to be an Employee as defined by this Agreement to be figured into any benefit which may be due, and the days subtracted from the bank.
6. A person who is collecting from the bank at the end of the work year, whose illness extends to the following work year, must reapply to the bank, if still eligible.
7. Should the total days in the bank fall below ten (10) during the course of a year, the bank may be reopened for additional voluntary contributions of one day per unit member.
8. Only those Employees who contributed to the sick bank are eligible to draw benefits from the sick bank.

The parties agree to consider changes to the sick bank with a focus on fairness, efficiency and simplicity. Any proposed changes to this section must be done as an amendment to this Agreement and ratified by both parties.

SECTION 805 – BEREAVEMENT LEAVE

In the event of death of an important member of a permanent Employee's family, the Employee shall be granted five (5) working days leave without loss of pay and such absence shall not be charged to sick leave. Important member of a family is defined as follows: Spouse, Partner, Father, Father-in-law, Mother, Mother-in-law, Son, Daughter, Brother, Sister, Niece, Nephew, Grandparents and Grandchildren, Brother-in-law, and Sister-in-law, or other significant person residing in the household of an Employee or as approved by the Director of BGT. It is expected that only so much time as is needed will be taken and not necessarily the full amount of time that is provided unless it is appropriate.

SECTION 806 – FAMILY LEAVE

Permanent Employees shall have family leave rights consistent with 21 V.S.A. §472 or as that section may be amended from time to time.

SECTION 807 – JURY DUTY LEAVE

Employees shall be granted a leave of absence with pay as provided below, anytime they are required to report for Jury Duty or Jury Service.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.

Any Employee who reports for jury duty and is dismissed from such duty and has at least two or more hours remaining in his/her workday shall return to work but will be allowed sufficient time to have lunch and/or change for work. An Employee who is working regular shift hours who is called for jury duty who is released before two o'clock will report to his/her regular shift. If an Employee who is working regular shift hours is released after two o'clock, he/she does not have to report for duty. Employees who are working regular shift hours must inform the Director of BGT when they are on jury duty.

SIGNATURE PAGE

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
THIS 22 DAY OF July, 2024.

FOR THE UNION

Sue Burke
Chapter Chairperson

Edna O...
Chapter Steward

Cheryl Block
Chapter Steward

Cindy J. Kennedy
Chapter Steward

Kristin A. Warner
AFSCME Representative

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
THIS 17th DAY OF July, 2024.

FOR THE BOARD OF EDUCATION

Anthony Sbaa
President, Board of Education

Bill Olan
Superintendent of Schools

APPENDIX A

**CITY OF RUTLAND PUBLIC SCHOOLS
DEPARTMENT OF BUILDINGS, GROUNDS AND TRANSPORTATION**

FACILITY WORKER HOURLY RATES

	<u>July 1, 2024</u>	<u>July 1, 2025</u>	<u>July 1, 2026</u>
FACILITY WORKER IV Maintenance Only - Night Maintenance - Day	\$ 33.88	\$ 35.06	\$ 36.29
FACILITY WORKER III Maintenance	\$ 28.27	\$ 29.26	\$ 30.28
FACILITY WORKER II Maintenance - Night Maintenance - Day Head Custodian Head Driver	\$ 27.53	\$ 28.50	\$ 29.50
FACILITY WORKER I Maintenance - Day Custodian - Day Custodian - Night Driver	\$ 25.62	\$ 26.52	\$ 27.45
BUS AIDE	\$ 20.30	\$ 21.01	\$ 21.75

APPENDIX B

BARGAINING UNIT WORK DEFINITION

AFSCME LOCAL 1201, COUNCIL 93

The Bargaining Unit shall, except as otherwise provided for below, be responsible for:

- (1) Cleaning and maintaining RPS's facilities;
- (2) Maintaining the grounds and athletic fields used by RPS;
- (3) Operating RPS's buses, including performing daily safety checks and minor maintenance on the buses; and
- (4) Maintaining the student and office equipment used by RPS, as skills allow.
- (5) Supervise, monitor, and control students on school buses on school days during the school year subject to the provisions of the CBA.

Projects*

The parties agree that RPS needs to do Projects, which are over and above routine maintenance and repair or custodial work that must be undertaken throughout a school year in order to properly maintain, upgrade, and improve RPS's facilities and properties. The parties agree that all Projects need to be completed so that a professional quality result is achieved for a reasonable cost. RPS may use Employees to do the Projects or, after consulting with the Union, may contract with outside contractors to do the Projects that RPS determines need to be accomplished by others as RPS solely determines to be in the best interests of RPS.

The changes in operations that are affected by the changes in this Appendix provision are not intended to reduce the size of the existing workforce but are intended to supplement the existing workforce.

The performance of the bus aide work done by Bus Aides is not exclusive and RPS may hire temporary bus aides or have other people perform duties of a bus aide so long as the schedule for these people is not set for every day of every school year. The Director of BGT has the ability to hire temporary bus aides on an as-needed-basis and on an intermittent basis. Parents can also volunteer to assist on bus trips and travel with students if acceptable to the Director of BGT.

APPENDIX C

APPENDIX TO AGREEMENT

In accordance with §5652(b) of Title 123 V.S.A., Chapter 191, Arbitration Act, the following addendum is added to the agreement.

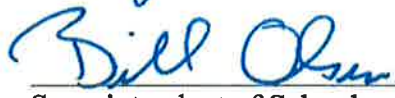
ACKNOWLEDGMENT OF ARBITRATION

It is understood that this Agreement between the Rutland City Board of Education and the Rutland School Chapter of A.F.S.C.M.E. contains an agreement to arbitrate. After signing this document, it is understood that neither party will be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator.

FOR THE BOARD OF EDUCATION



President, Board of Education



Superintendent of Schools

FOR THE UNION



Chapter Chairperson



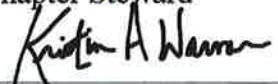
Chapter Steward



Chapter Steward



Chapter Steward



APSCME Representative

APPENDIX D

OVERTIME ROTATION PROGRAM

Every six months Employees shall be asked to indicate their preference to work or not to work overtime for the succeeding six months and the overtime shall be offered equally among those employees who indicate a preference for overtime for each six-month period beginning on the first day of the month following the effective date of this Agreement. Overtime opportunities for custodial Employees shall be offered equally on a building basis, first. If needed, custodians from other locations will be offered the overtime opportunity. Overtime among all other Employees shall be offered 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 their credit at that time. Employee shall be given the choice of the day's available overtime when asked. If this Employee does not accept the assignment, they shall be charged with the hours offered and the Employee with the next fewest hours of overtime to their credit shall be offered the assignment. If an Employee accepts an overtime opportunity, but then cannot meet the obligation, they shall be charged as if they refused the task. With the exception of call outs and snow removal/plowing, overtime that is offered with less than 24-hour notice shall not be counted in the overtime calculations as a refusal, but if the overtime is accepted it will be counted in the overtime calculations for the employee that accepted the overtime. Employees who are absent from work due to vacations shall return to work with the same number of overtime hours credited to them as when they left for vacation. Employees who are absent from work due to sick leave or workers' compensation leave shall return to work with the greater of (a) the same number of overtime hours as the Employee similarly situated with the lowest number of overtime hours or (b) the overtime hours the Employee had when they went out on the sick or workers' compensation leave. Employees who are absent from work due to a disciplinary suspension or new Employees shall begin work with the same number of overtime hours as the Employee similarly situated with the highest number of overtime hours. Overtime shall be assigned as soon as the need is known. This is a complex system that is not an exact or perfect science which is operated in as reasonable a manner as possible, all circumstances considered, in an effort to accomplish fairness and equality by the Director of BGT with input from the representatives of the Union. If issues arise, they may be submitted to the Labor Management Committee for discussion and resolution. To the extent that any overtime work requires special skills, those overtime jobs will be assigned to the person with the requisite skills.

All overtime will be assigned according to the overtime rotation list. Overtime for bussing trips and building events shall be offered with reasonable advance notice. Overtime for covering illnesses shall be offered either the preceding calendar day or as soon as reasonably possible. All Overtime will be assigned in chronological order by weekday. For example, overtime for a Wednesday will not be scheduled prior to scheduling overtime for the Monday of

the same week, just as Saturday's overtime will not be scheduled before any other given day during the week.

For the purpose of overtime, there shall be a list posted of regular drivers who wish overtime. (Custodial employees who possess a license are excluded from this list.) The list will start with the senior full time employee, and proceed down to the senior part time employee and from there to the end.

Sign up rules are as follows:

1. For trips that occur after 7:00 AM, employees will be able to sign-up for trips in the morning at least once calendar day preceding the trip, except for Weekend and Monday trips which will be signed-up for on Friday morning.
2. For trips that will occur before 7:00 AM, employees will be able to sign-up in the morning at least two calendar days preceding the trip, including Weekend trips, but excluding Monday trips which will be signed-up for on Friday mornings.

Overtime hours will be estimated by what is on the bus trip slip. Upon signing a trip sheet, the individual will be charged the hours offered them, if said individual fails to go on the trip, assuming the trip does go as scheduled. This includes any reason for not going, including sick time.

If an individual refuses to go on a trip, the person will be charged for the hours offered to them.

In the event of a "late notice trip", meaning there is less than 24-hours' notice of the overtime, or in case of a mistake, an individual will not be charged if they refuse the offered overtime, but they will be charged if the offered overtime is accepted. If a driver has signed-up for a trip for this given day, they will not be eligible and we will go through the list until someone accepts the trip.

A union officer or similarly involved individual will not be charged if they refuse due to union activities. If a driver has signed-up for a trip for this given day, they will not be eligible, and the Maintenance Department will go through the overtime rotation list until someone else accepts the trip.

If a trip is postponed only one day, the individual who signed-up for the trip will take the trip the next day. In the event of a longer postponement, the trip will go back on the bus board.

Any use of a school building on weekends, school vacations or holidays shall have a custodian assigned and will have a one (1) hour set up time and as long as needed to clean up. Custodians will be asked based on the rotating overtime list. In the event that the custodians in the buildings are unavailable the overtime including weekends, holidays and vacations, will be offered to the custodians according to the overtime rotation list.

Custodians shall be asked, based on the rotating overtime list. In the event that the custodians in the building are unavailable, the overtime will be offered to other custodians first, then all other employees, according to the overtime rotation list.

Custodial time-off request forms will be staffed 24-48 hours in advance and according to the overtime rotation list.

Negotiation team members are exempt from refusals for overtime work when meeting with the school board during negotiations.

The overtime list shall be given to the Chapter Chair or their designee upon request.

The Maintenance Department will make phone calls and send text messages to custodians regarding overtime. If no answer, a message will be left and a text message will be sent, if possible. If the custodian fails to return the call or otherwise respond within 15 minutes, they will be passed over for the overtime and will be charged with a refusal. If the custodian was offered overtime with more than twenty-four (24) hours' notice, and they refuse or do not respond, they will be charged. If the custodian is asked with less than twenty-four hours' notice, and they do not respond then they will not be charged, and the next person will be asked.

EXHIBIT E –JOB DESCRIPTIONS

RUTLAND PUBLIC SCHOOLS

POSITION DESCRIPTION

4350
Procedure No.
April 6, 2021
Board Adoption

Position Title:	Facilities Worker I – Custodian
Supervised By:	The custodian works under the supervision of the Director with input from building principals. The Director may delegate supervision of the position to DBGT supervisors and RPS administrators.
Works With:	All maintenance personnel of DBGT, school principals, other RPS administrative staff, teachers, coaches, and students.
Basic Function:	The custodian is responsible for the general cleanliness, hygiene, maintenance, and safety of assigned RPS buildings and offices.
Examples of Work:	<p>Cleans building floors, walls, ceilings, light fixtures, windows and bathroom facilities according to a regular custodial schedule. Assists, if time is available, in the appearance of the grounds. Notifies supervisors if a building is not being heated properly. Removes rubbish from building and picks up debris from grounds around building. Moves furniture as requested by school staff or required for custodial functions.</p> <p>Performs minor repairs and maintenance such as painting, light bulb replacement, furniture repair and other similar works within the individual's skill set and available equipment and tools. Identifies and reports maintenance and safety deficiencies to the building administrative staff. Responsible for ice control and snow removal as required. Performs other</p>

	related work related to the operations of RPS buildings and grounds.
Qualifications:	<ol style="list-style-type: none"> 1. Ability to accept supervision. 2. Ability to work with others. 3. Ability to read, write and speak English reasonably well as evidenced by a high school diploma or the equivalent. 4. Knowledge of operation of custodial equipment and tools is desirable. 5. Experience in custodial or related work is desirable. 6. Experience in minor building repair and maintenance is desirable. 7. Physical ability to perform medium to heavy work and on occasion lift and move objects weighing up to 75 lbs. 8. Ability to work in accordance with an assigned custodial schedule. 9. Ability to understand preventive maintenance and report problems through designated channels.

POSITION DESCRIPTION

4350
 Procedure No.
April 6, 2021
 Board Adoption

Position Title:	Facilities Work I – Driver
Supervised By:	The driver works under the general supervision of the Director of Buildings, Grounds and Maintenance. The Director may delegate supervision of the position to DBGT supervisors and to RPS administrators.
Works With:	All Maintenance Department personnel; school principals and other school administrative staff; teachers; coaches and students.
Basic Function:	The driver is responsible for the safe transportation of the district's students in accordance with routine busing schedules, requested trips and other school activities. Creates and maintains a welcoming and inclusive space for students to enter during their transport to and from school and school activities.
Examples of Work:	<p>Transport students safely from designated pick-up points to interim and final destinations. Enforces student bus rules and reports infractions as necessary. Completes pre-trip and post-trip inspections and reports deficiencies to supervisors. Maintains the bus in a high state of safety and cleanliness at all times.</p> <p>Performs, as directed, minor repairs and maintenance such as painting, light bulb replacement, furniture repair, and other similar works within the individual's skill set and available tools and equipment. Assists in the care of lawns, playgrounds, and playground equipment. Responsible for ice control and snow removal as reasonably required.</p> <p>Provides custodial support as directed. Performs other related custodial and maintenance duties.</p>

Qualifications:

1. Vermont State Vehicle License
2. Vermont State Bus Driver's License, Class "B"
3. Must be able to perform routine automotive preventive maintenance.
4. Ability to work with children and adults.
5. Ability to accept supervision.
6. Experience in custodial or related work is desirable.
7. Experience in minor building repair and maintenance is desirable.

POSITION DESCRIPTION

4350
Procedure No.

April 6, 2021
Board Adoption

Position Title:	Facilities Worker II – Maintenance
Supervised By:	The Maintenance Worker works under the supervision of the Director of Buildings, Grounds and Transportation with input from building principals. The Director may delegate supervision of the position to DBGT supervisors and RPS administrators.
Works With:	All maintenance personnel of DBGT, school principals, other RPS administrative staff, teachers, coaches, and students.
Basic Function:	Maintains RPS physical plant, equipment, and property in an operational, safe, and hygienic condition by doing repair, routine maintenance, and preventive maintenance.
Examples of Work:	<p>Prepares and paints interior and exterior surfaces. Repairs and maintains playground equipment, furniture, windows, doors, walls, roofs, ceilings, floors, steps and other building components. Maintains outdoor lawns, parking lots and athletic facilities. Assembles furniture, equipment and other items. Performs minor electrical and mechanical maintenance and repairs under the supervision of qualified employees.</p> <p>Evaluates work requests to determine proper remedial actions and material requirements.</p> <p>Drives trucks and operates other equipment and performs substitute bus driving as required. Performs custodial duties as required including being a substitute custodian. Responsible for ice control and snow removal as required. Performs other related duties as required.</p>

Qualifications:

1. Vermont State Vehicle License
2. Education—High school diploma or equivalent
3. Minimum of 4 years of experience in painting, carpentry, plumbing, grounds keeping, electrical or related field.
4. Minimum of 2 years of experience in operation and maintenance of light trucks or equipment.
5. Minimum of 1 year of experience in a facility maintenance environment desirable.
6. Ability to obtain a valid Vermont State Class "B: bus license within 3 months of hire.
7. Experience in custodial work is desirable.

POSITION DESCRIPTION

4350
 Procedure No.
April 6, 2021
 Board Adoption

Position Title:	Facilities Worker II – Head Custodian
Supervised By:	The Head Custodian works under the general supervision of the Director. The Director may delegate supervision of the position to RPS administrators.
Works With:	All Maintenance Department employees, principals, faculty and staff, students and community members.
Basic Function:	The Head Custodian assists the Director in communicating issues to custodians in all schools and also performs regular custodial duties.
Examples of Work:	<p>Performs regular custodial duties as defined in the Facilities Worker I—Custodian position description.</p> <p>Responsible for knowledge of each custodial position and related responsibilities. Determines problem areas and recommends ways to improve services. Makes periodic inspections of schools to evaluate practices and standards.</p> <p>Manages the maintenance of custodial equipment. Manages custodial supply inventories and distribution. Identifies training needs and coordinates and schedules training. Responsible for ice control and snow removal as required.</p> <p>Substitutes or fills in for custodians as needed.</p>
Qualifications:	<ol style="list-style-type: none"> 1. Vermont State Vehicle License 2. Minimum of 4 years of experience as a custodian or in a related field. 3. Education—High School diploma or equivalent. 4. Supervisory experience is desirable. 5. Working knowledge of inventory controls and practices is desirable.

	<ol style="list-style-type: none"> 6. Superior knowledge of the operations and maintenance of custodial equipment. 7. Ability to develop preventive maintenance plans and schedules. 8. Ability to develop work schedules. 9. Ability to work with people and possessing skills in supervision of staff. 10. Ability to communicate reports of activities to the Director.
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POSITION DESCRIPTION

4350
Procedure No.

April 6, 2021
Board Adoption

Position Title:	Facilities Worker II – Head Driver
Supervised By:	The Head Driver works under the general supervision of the Director. The Director may delegate supervision of the position to RPS administrators.
Works With:	All Maintenance Department employees, principals, faculty and staff, students and community members.
Basic Function:	The Head Driver oversees the operation of the buses and assists the Director with route design and also performs regular driving duties. Creates and maintains a welcoming and inclusive space for students to enter during their transport to and from school and school activities.
Examples of Work:	<p>Performs regular driving duties as defined in the Facilities Worker I—Driver position description.</p> <p>Responsible for general knowledge of each bus, bus driver and related routes and trips. Determines problem areas and recommends ways to improve services. Makes periodic inspections to evaluate conformance to established practices and standards. Assists the Director in establishing practices and standards. Assists in managing the maintenance, servicing, inspections and usage of the bus fleet. Manages driver supply inventories and distribution. Identifies training needs and coordinates and schedules training.</p>
Qualifications:	<ol style="list-style-type: none">1. Vermont State Vehicle License2. Vermont State Bus Driver's License, Class "B"3. Minimum of 4 years of experience as a bus driver or in a related field.4. Education—High School diploma or equivalent.5. Coordinating and scheduling experience is desirable.6. Experience with working with people is desirable.

	<p>7. . Working knowledge of inventory controls and practices is desirable.</p> <p>8. Superior knowledge of the operations and maintenance of transportation equipment.</p> <p>9. Ability to develop preventive maintenance plans and schedules. Ability to develop logistical schedules so that efficiencies are gained. Ability to communicate reports of activities to the Director.</p>
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POSITION DESCRIPTION

4350
Procedure No.
April 6, 2021
Board Adoption

Position Title:	Facilities Worker III – Maintenance Journeyman Plumber
Supervised By:	The Maintenance Worker Plumber works under the supervision of the Director of Buildings, Grounds and Transportation with input from building principals. The Director may delegate supervision of the position to DBGT supervisors and RPS administrators.
Works With:	All maintenance personnel of CBGT, school principals, other RPS administrative staff, teachers, coaches, and students.
Basic Function:	Maintains district physical plant, equipment and property in an operational, safe and hygienic condition by repair, routine maintenance and preventive maintenance.
Examples of Work:	Maintains plumbing systems in schools and offices including the repair of faucets, drains, pipes and related fixtures. Performs plumbing work for minor modifications and new installations. Assists in the maintenance and operation of HVAC systems and controls. Takes rotational on-call duties as assigned. Drives trucks and operates other equipment and performs substitute bus driving as required. Performs duties as a substitute custodian as required. Responsible for ice control and snow removal as required. Performs other related duties as required.
Qualifications:	<ol style="list-style-type: none"> 1. Vermont State Vehicle License 2. Ability to accept supervision. 3. Ability to work with people. 4. Equivalent of a high school diploma required. 5. Possession of a current Vermont Journeyman Plumbing license required. 6. Required to obtain a valid Vermont State bus license within 3 months of hire. 7. Experience with HVAC digital & pneumatic control systems is desirable. 8. Experience in custodial work is desirable.

POSITION DESCRIPTION

4350
Procedure No.

April 6, 2021
Board Adoption

Position Title:	Facilities Worker III – Maintenance Journeyman Electrician
Supervised By:	The Maintenance Worker Electrician works under the supervision of the Director with input from building principals. The Director may delegate supervision of the position to DBGT supervisors and RPS administrators.
Works With:	All maintenance personnel of DBGT, school principals, other RPS administrative staff, teachers, coaches, and students.
Basic Function:	Maintains district physical plant, equipment and property in an operational, safe and hygienic condition by repair, routine maintenance and preventive maintenance.
Examples of Work:	<p>Maintains and repairs electrical and control systems and equipment in schools and offices. Assists in installation of interior and exterior electrical equipment and wiring. Responds to emergency call outs during nights, weekends, and holidays.</p> <p>Drives trucks and operates other equipment and performs substitute bus driving as required. Performs duties as a substitute custodian as required. Responsible for ice control and snow removal as required. Performs other related duties as required.</p>
Qualifications:	<ol style="list-style-type: none"> 1. Vermont State Vehicle License 2. Ability to accept supervision. 3. Ability to work with people. 4. Equivalent of a high school diploma required. 5. Possession of a current Vermont Journeyman Electrical license required. 6. Required to obtain a valid Vermont State bus license within 3 months of hire. 7. Experience with HVAC digital & pneumatic control systems is desirable. 8. Experience in custodial work is desirable.

POSITION DESCRIPTION

Procedure No. _____

Board Adoption _____

Position Title:	Facilities Worker IV – Heating, Ventilation & Air Conditioning_ HVAC Technician
Supervised By:	The HVAC Technician works under the supervision of the Director with input from building principals. The Director may delegate supervision of the position to DBGT supervisors and RPS administrators.
Works With:	All Maintenance Department personnel; school principals and other school administrative staff; teachers; coaches and students.
Basic Function:	Maintains HVAC district physical plant, equipment and property in an operational, safe and hygienic condition by repair, routine maintenance and preventive maintenance.
Examples of Work:	<p>Troubleshoots and performs repairs and maintenance on all HVAC equipment and related software and controls. Performs plumbing work as required. Coordinate and monitor work performed by outside contractors. Prepares and reviews cost and time estimates. Coordinates HVAC and plumbing work with other trades. Takes rotational on-call duties as assigned.</p> <p>Order and maintain necessary inventories of supplies, tools and equipment.</p> <p>Drives trucks and operates other equipment and performs substitute bus driving as required. Responsible for ice control and snow removal as required.</p> <p>Performs other related duties as directed.</p>
Qualifications:	<ol style="list-style-type: none"> 1. Vermont State Vehicle License 2. Ability to work with people. 3. Equivalent of a high school diploma required. 4. Possession of a current Vermont Master Plumbing license required. 5. 8 years of experience in the HVAC. field. 6. Ability to obtain a valid Vermont State bus license within 6 months of hire. 7. Experience with HVAC control systems (DDC & pneumatic) is required. Knowledge of basic fundamentals in use of computers and other IT equipment.

POSITION DESCRIPTION

Procedure No.

Board Adoption

Position Title:	Facilities Worker IV – Master Plumber
Supervised By:	The Maintenance Worker Plumber works under the supervision of the Director of Buildings, Grounds and Transportation with input from building principals. The Director may delegate supervision of the position to DBGT supervisors and RPS administrators.
Works With:	All maintenance personnel of BGT, school principals, other RPS administrative staff, teachers, coaches, and students.
Basic Function:	Maintains district physical plant, equipment and property in an operational, safe and hygienic condition by repair, routine maintenance and preventive maintenance.
Examples of Work:	<p>Maintains plumbing systems in schools and offices including the repair of faucets, drains, pipes and related fixtures. Performs plumbing work for minor modifications and new installations. Performs the maintenance and operation of plumbing systems.</p> <p>Responds to emergency call outs during nights, weekends, and holidays.</p> <p>Takes rotational on-call duties as assigned.</p> <p>Drives trucks and operates other equipment and performs substitute bus driving as required. Performs duties as a substitute custodian as required. Responsible for ice control and snow removal as required.</p> <p>Performs other related duties as directed.</p>
Qualifications:	<ol style="list-style-type: none"> 1. Vermont State Vehicle License required 2. Ability to accept supervision. 3. Ability to work with people. 4. Equivalent of a high school diploma required. 5. Possession of a current Vermont Master Plumbing license required. 6. Ability to obtain a valid Vermont State bus license within 6 months of hire. 7. Experience with HVAC digital & pneumatic control systems is desirable.

POSITION DESCRIPTION

Procedure No.

Board Adoption

Position Title:	Facilities Worker IV – Master Electrician
Supervised By:	The Maintenance Master Electrician works under the supervision of the Director with input from building principals. The Director may delegate supervision of the position to DBGT supervisors and RPS administrators.
Works With:	All maintenance personnel of BGT, school principals, other RPS administrative staff, teachers, coaches, and students.
Basic Function:	Maintains district physical plant, equipment and property in an operational, safe and hygienic condition by repair, routine maintenance and preventive maintenance.
Examples of Work:	Maintains and repairs electrical and control systems and equipment in schools and offices. Assists in installation of interior and exterior electrical equipment and wiring. Works collaboratively with HVAC Technicians to troubleshoot and make repairs. Responds to emergency call outs during nights, weekends, and holidays. Takes rotational on-call duties as assigned. Drives trucks and operates other equipment and performs substitute bus driving as required. Performs duties as a substitute custodian as required. Responsible for ice control and snow removal as required. Performs other related duties as directed.
Qualifications:	<ol style="list-style-type: none"> 1. Vermont State Vehicle License required 2. Ability to accept supervision. 3. Ability to work with people. 4. Equivalent of a high school diploma required. 5. Possession of a current Vermont Master Electrical license required. 6. Ability to obtain a valid Vermont State bus license within 6 months of hire. 7. Experience with HVAC digital & pneumatic control systems is desirable.

POSITION DESCRIPTION

4350
 Procedure No.
April 6, 2021
 Board Adoption

Position Title:	Bus Aide
Supervised By:	The Bus Aide works under the general supervision of the Director of Buildings, Grounds and Maintenance. The Director may delegate supervision of the position to DBGT supervisors and RPS administrators.
Works With:	All Maintenance Department personnel; school principals and other school administrative staff; teachers; coaches and students.
Basic Function:	Creates and maintains a welcoming and inclusive space for students to enter during their transport to and from school and school activities. The Bus Aide assists Bus Drivers in the safe transportation of the district's students in accordance with routine busing schedules, requested trips and other school activities.
Examples of Work:	<p>Assists the Bus Drivers in safely transporting students from designated pick up points to interim and final destinations. Enforces student bus rules and works with Bus Driver to report infractions as necessary to RPS administrators. Ensures students board and depart the bus orderly and safely. Maintains the bus in a high state of safety and cleanliness at all times.</p> <p>Performs, as directed, minor maintenance repairs and projects, and other similar works within the individual's skill set and available tools and equipment. Responsible for ice control and snow removal as required. Assists in the care of grounds as reasonably required.</p> <p>Provides custodial support as directed. Performs other related custodial and maintenance duties.</p>
Qualifications:	<ol style="list-style-type: none"> 1. Vermont State Vehicle License 2. Must be able to perform routine automotive preventive maintenance. 3. Ability to work with children and adults. 4. Ability to accept supervision. 5. Experience in custodial or related work is desirable.

**Side Letter to the Agreement between the
Rutland City School Board and the Rutland School Chapter of AFSCME**

This document shall serve as a "side letter" to the 2024 – 2027 Agreement between the Rutland City School Board and the Rutland School Chapter of American Federation of State, County, and Municipal Employees, AFL-CIO, Local 1201, Council 93, dated July 1, 2024, through June 30, 2027 (the "Master Contract") and any contracts thereafter in which Article 5, Section 509 remains as written in the Master Contract.

The Rutland City School Board ("RCPS") and the Rutland School Chapter of AFSCME ("AFSCME") have come together to agree to the following arrangement under the Master Contract. RCPS and AFSCME agree that there is no need for an alteration of the Master Contract and agree that this Side Letter (hereinafter the "Letter") shall serve to control the issues covered by this Letter. This Letter creates no precedent between RCPS and AFSCME other than as set forth herein.

RCPS and AFSCME agree to the following:

Article 5, Section 509, was added to the Master Contract to enable the Superintendent, at their sole discretion, to offer sign-on bonuses to fill positions that remain vacant for 30 days or more (the "Sign-on Bonus").

The parties agree that the Sign-On Bonus shall be capped at \$5,000.00 and no sign-on bonus offered by the Superintendent pursuant to Section 509 of the Master Contract can exceed this \$5,000.00 limit. The parties agree that this limitation is most appropriately set forth in this side-letter and not the Master Contract so that RCPS is not placed at a bargaining disadvantage when negotiating terms with a potential new hire. This limit shall only be adjusted by a written agreement between the parties.


For the Board:



July 17, 2024

Date

For the AFSCME:



7/22/2024

Date