

AGREEMENT BETWEEN

THE BARRE UNIFIED UNION SCHOOL DISTRICT

AND

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

LOCAL 1369, COUNCIL 93

July 1, 2026 – June 30, 2029

ORIGINAL

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## **ARTICLE I: DEFINITIONS / RECOGNITION**

1. EMPLOYER means the Barre Unified Union School District ("BUUSD").
2. EMPLOYEE shall mean members of the Bargaining Unit working in one of the job classifications described in Appendix A.
3. Full-time employee means an EMPLOYEE regularly scheduled to work the basic forty (40) hour work week as defined under ARTICLE VIII.
4. Part-time employee means an EMPLOYEE regularly scheduled to work less than the basic forty (40) hour work week defined under ARTICLE VIII.
5. The following are excluded from the bargaining unit and not included within the definition of the term EMPLOYEE: a) managerial/supervisory employees, including but not limited to the Facilities Director of the Barre Unified Union School District; b) Temporary Replacement Employee(s) hired to fill vacancies caused by prolonged absences of regular EMPLOYEES; c) seasonal employees; d) confidential employees including but not limited to Special Services/Business Administration Assistant and Administrative Assistants to the Principals; and seasonal employees hired to perform labor or services during specific, predictably recurring periods of the year to meet the needs of the District.
6. A Temporary Replacement Employee as described in this Article filling in for a bargaining unit member on an approved leave of absence shall receive bargaining unit wages and benefits until such time as the bargaining unit member returns to his position. The Temporary Replacement Employee, however, shall not be eligible for recall or have seniority rights, unless such Temporary Replacement Employee is hired to a full-time position immediately following their service in the replacement position. In such case, seniority shall be credited for the period immediately preceding becoming a permanent EMPLOYEE.
7. The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for the EMPLOYEES.
8. The EMPLOYER will not aid, promote or finance any labor group or organizations which purport to engage in collective bargaining or make any agreement with any such group for the purpose of undermining the UNION or changing any condition contained in this agreement.

## **ARTICLE II: DISCRIMINATION AND COERCION**

There shall be no discrimination by the EMPLOYER, or agents of the EMPLOYER, against any EMPLOYEE because of their membership or lack of membership in the UNION. The

EMPLOYER further agrees that there will be no discrimination against any member of their adherence to any provision of this agreement.

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

The parties to this agreement agree that they shall not discriminate against any person because of their race, creed, color, age, handicap, sex, sexual preference, religion or any other characteristic protected by Vermont or federal law, and that all EMPLOYEES shall receive the full protection of this agreement.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion, provided any direct service charge requirements, as may be lawfully required by the UNION, are met.

### **ARTICLE III: DEDUCTION OF DUES**

1. Deduction of Dues must be authorized by the EMPLOYEE to the EMPLOYER as follows:

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

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

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



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

3. The UNION agrees that it shall save and hold the EMPLOYER harmless against any and all actions, claims, demands, losses or expenses or any other form of liability, including reasonable attorney's fees, which may arise out of, or by reason or any action taken or not taken by the EMPLOYER for the purpose of complying with any of the provisions of this Article.
4. The EMPLOYER agrees to deduct from the wages of any employee who is a member of the UNION a PAC deduction as may be defined lawfully by AFSCME Council 93 and/or Local 1369 as authorized in writing by the employee. The EMPLOYER agrees to remit any deductions made pursuant to this provision promptly to the UNION together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

#### **ARTICLE IV: GRIEVANCE AND ARBITRATION PROCEDURE**

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

STEP 1 VERBAL: A grievance must be presented orally and informally to the Facility Director by the Union and the grievant within ten (10) working days after the employee knew, or in the exercise of reasonable diligence would have known of the events giving rise to the grievance. The Facility Director shall attempt to resolve the grievance.

STEP 2 WRITTEN: If the grievance is not resolved at the informal Step 1 as described above a written grievance must be filed with the Superintendent of Schools within ~~five (5)~~ fifteen (15) working days after the informal meeting. A meeting may then be scheduled in an attempt to remedy the grievance. The Superintendent shall notify the Union in writing of their response within fifteen (15) working days after the hearing.

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

STEP 4 ARBITRATION: If the grievance is not resolved at Step 3 the Union may, by written notice to the District, file the grievance to arbitration within fifteen (15) working days of the School Board's decision. The arbitration proceedings shall be conducted by an arbitrator mutually agreed to by the Union and the District within seven (7) working days

after the notice of arbitration has been given. If the parties fail to select a mutually agreed to arbitrator the Federal Mediation and Conciliation service shall be requested to provide a panel of seven (7) arbitrators. The District and the Union shall alternately strike a name from the panel until one name remains. That person shall be the arbitrator.

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

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

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

The time limits relating to the filing of grievances may be extended in any given case by mutual agreement between the Union and the Employer. Any extension of the time limits set forth above shall be in writing and signed by a representative of the Union and the Employer.

#### **ARTICLE V: SENIORITY AND LAYOFFS**

Seniority shall be defined as the length of continuous service within the bargaining unit.

The probationary period shall be the one hundred twenty (120) calendar days of employment. The initial probationary period shall not be deemed to run during the term of an approved leave of absence, including but not limited to an absence due to a work-related injury. An employee may be discharged with or without cause during this initial probationary period. The initial probationary period may be extended upon agreement of the District, the Union and the employee.

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

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

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

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

Employees shall be laid off in the reverse order of seniority within the bargaining unit.

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

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

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

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

#### **ARTICLE VI: PROBATIONARY AND MEDICAL REQUIREMENTS**

All new EMPLOYEES shall be on probation for a period of one hundred twenty (120) calendar days and may be asked to provide the EMPLOYER with a medical report indicating that the applicant or EMPLOYEE is free of any communicable disease and is physically able to perform the duties of the position.

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

#### **ARTICLE VII: JOB POSTING AND BIDDING**

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

This vacancy shall remain open for five (5) working days from the time of posting by the EMPLOYER. All interested EMPLOYEES shall apply, in writing, within the five (5) working day posting period, to Human Resources. Within five (5) working days following the expiration of the posting, the EMPLOYER shall reply, in writing, to all written EMPLOYEE requests for the position. The EMPLOYER shall award the position to the most senior applicant qualified. Actual duty transfers shall become effective when the transferee's replacement has been hired and



reasonably trained. Time limitations specified herein may be extended by mutual agreement between the EMPLOYER and the UNION. When an EMPLOYEE is awarded a position of higher pay they shall receive the base rate for that position. Recognizing that it is in the mutual interest of the Union and the District to rapidly fill vacant positions, Union members shall not be allowed to bid on more than one open position at once.

If it is mutually agreeable between the EMPLOYER and the UNION that there is no qualified EMPLOYEE, the EMPLOYER may seek to fill the vacancy outside the UNION roster.

## **ARTICLE VIII: HOURS OF WORK AND OVERTIME**

### **1. Work Schedules**

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

The normal work week for full-time EMPLOYEES shall consist of five (5) consecutive days, eight hours a day, Monday through Friday, not including interruptions for lunch periods. One weekend custodian in the Barre Town unit may work five (5) consecutive days other than Monday through Friday.

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

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

### **2. Overtime**

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

Employees called back to work after completing their normal work day or work week, or called into work on a scheduled vacation day, shall receive overtime for all hours worked, this shall include a minimum of three (3) hours of overtime for coming back to work. In the event an EMPLOYEE is recalled for a second or more times within the minimum three (3) hour guaranteed period, the EMPLOYEE shall receive no additional compensation until the three-hour period has expired, at which time the cycle shall repeat itself.

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

An employee who performs routine weekend building checks during the school year will be compensated for a minimum of two and one-half hours at time and one half in pay. The EMPLOYEE conducting building checks will document the EMPLOYEE'S time for accomplishing the building checks and submit the hours for payroll records.

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

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

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

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

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

3. In the event that any EMPLOYEE is unable to attend their work shift due to illness or injury, the EMPLOYEE shall, not less than thirty (30) minutes prior to the commencement of the work shift, give notice to their supervisor (or the Maintenance Supervisor or the Director of Facilities if they are unable to reach their supervisor) of the EMPLOYEE'S inability to attend the work shift so as to assure the EMPLOYER the opportunity to adjust schedules before the commencement of that work shift. In the event that said EMPLOYEE is unable to attend any subsequent work shift they shall notify their supervisor as soon as possible.
4. EMPLOYEES who are unable to work because of an emergency or other justifiable cause must notify their respective Supervisor or the Maintenance Supervisor or Facilities Director

as soon as reasonably possible, but in any event prior to the scheduled time for reporting at work unless circumstances make timely notification impossible.

5. Any EMPLOYEE assigned to work in another classification shall be paid at their current rate of pay or the rate of the classification, whichever is higher.

6. Full-Time/Part-Time:

There are two categories of full-time employees, each of which is eligible for the benefit package provided to them either as full-year or school-year employees. FULL YEAR IS 261 DAYS and SCHOOL YEAR is 191 days. In either category, a full-time employee is one who has been hired to work a minimum of 30 hours per week. However, in all cases any employee who worked a minimum of 1750 hours in the previous year or is scheduled to work a minimum of 1750 hours in the coming (or current) year shall receive ALL benefits provided for in this agreement.

Part-time employees are those EMPLOYEES who are scheduled to work at least 17.5 but less than forty (40) hours per week on a regular basis. Part-time employees are members of the bargaining unit and shall be eligible to participate in the wage, benefit programs and conditions of employment provided for in this agreement on a pro-rata basis and are eligible for paid leave time as specified in the applicable Articles of this Agreement.

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

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

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

#### **ARTICLE IX: UNION REPRESENTATIVES**

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

With the prior consent of the Superintendent or designee a Union Steward shall be allowed reasonable time off during the regular school day to investigate grievances provided the activities of the Steward do not interfere with the work of other employees. The Steward will confer with

the Superintendent or designee and obtain their permission prior to disturbing or interfering with the work of another employee. The Parties understand and agree that the District may require the presence of an Administrative employee whenever the investigation by the Steward or other Union representative requires the review of personnel files or other business records of the District. The Steward will not suffer a loss of pay for time spent investigating grievances in accordance with this section. The Steward, Secretary and Chapter Chairman shall be allowed to: post Union notices, distribute Union literature, attend negotiating meetings with the Employer, consult with the Employer, consult with AFSCME Local #1369, Council #93 officers, i.e., President, Vice President, Secretary and Treasurer, and consult with Council or International representatives concerning the enforcement of any provision of this Agreement. Union stewards shall be allowed to participate in monthly meetings, typically split between first and second shifts, without loss of pay when these meetings take place during their regularly scheduled work time.

A Union Steward shall be compensated for lost work time when called upon to represent another bargaining unit employee at a meeting scheduled by the District for the purpose of investigating a potential disciplinary issue.

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

#### **ARTICLE X: HOLIDAYS:**

1. All holidays listed under this article will be celebrated on the dates specified by current State of Vermont Statutes except for those occasions when school may be scheduled to be in session. If school is scheduled on any of the holidays listed, the employee may be required to work; and if so, will be compensated for all hours worked at double-time rates. When school is not in session, those employees who are requested to work on a holiday will be paid double-time rates.
2. Employees shall not be required to work on the following holidays, provided school is not in session:

|                        |                                   |
|------------------------|-----------------------------------|
| New Year's Day         | Indigenous People's Day           |
| Martin Luther King Day | Veteran's Day                     |
| Presidents' Day        | Thanksgiving Day                  |
| Town Meeting Day       | Day After Thanksgiving            |
| Memorial Day           | Day before Christmas Independence |
| Day                    | Christmas                         |
| Labor Day              | Day before New Year's             |
3. The day before Christmas and New Year's shall be observed on the last workday preceding Christmas and New Year's.



4. Any of the holidays listed above which fall on a Saturday shall be observed on the preceding Friday and any holiday listed above which falls on a Sunday shall be observed on the following Monday.
5. The observance of a holiday shall be interpreted to mean that regularly scheduled work shift which has its origin between 12:01 a.m. and 12:00 p.m. of the holiday.
6. The right to receive holiday pay is contingent upon the employee working the regularly scheduled workday before and after the holiday. The employee may receive holiday pay if unable to work if the employee submits a written statement from a qualified physician. Properly approved leave shall not disallow holiday pay.
7. Part-time employees will be provided with a paid holiday for Thanksgiving and Christmas.

#### **ARTICLE XI: VACATIONS**

1. Full Time full year EMPLOYEES shall receive paid vacation according to the following schedule.

At the completion of their probationary period, an EMPLOYEE shall receive the equivalent of six (6) days per year.

On the one (1) year anniversary of the EMPLOYEES initial hire date, the EMPLOYEE shall receive twelve (12) days per year vacation.

On the five (5) year anniversary of the EMPLOYEES initial hire date the EMPLOYEE shall receive fifteen (15) days per year vacation.

ten (10) year anniversary of the EMPLOYEES initial hire date the EMPLOYEE shall receive twenty (20) days per year vacation.

For EMPLOYEES employed under this agreement on June 30, 2016, on the sixteen (16) year anniversary of the EMPLOYEES initial hire date the EMPLOYEE shall receive twenty-five (25) days per year vacation.

Transition provisions applicable during the period July 1, 2026 through June 30, 2027: Employees who, under the terms of the prior collective bargaining agreement, would have been awarded their full vacation leave days on July, 1, 2026 shall instead receive a pro-rated number of vacation days/hours based on the number of months beginning on July 1, 2026 and ending on the month prior to the month in which their anniversary date occurs. Thereafter, the employee will receive their full vacation leave allotment during the month in which their anniversary date occurs. Example: Under the prior agreement an employee would have been awarded twenty (20) vacation days on July 1. An employee's anniversary



date is January 15. In order to transition from July 1 to the anniversary date the employee receives ten (10) vacation days on July 1, 2026. The employee then receives their full twenty (20) vacation days as of January 15, 2027. Thereafter, the employee is awarded their vacation leave on their anniversary date.

2. An EMPLOYEE'S pay stub shall show all accrued vacation time.
3. Vacation may be taken at any time during the year when mutually agreed upon by EMPLOYEE and the Superintendent or designee.
4. Employees will be allowed to carry over to the next fiscal year unused vacation days up to one year's accrued vacation time. The employees will be allowed to use vacation time one day at a time or in multiple days if approved by their supervisor. This approval will not be unreasonably denied.
5. Vacation may be taken at any time during the calendar year, when mutually agreed upon by EMPLOYER and EMPLOYEE.
6. An employee utilizing at least five (5) consecutive vacation days will be paid their vacation time in advance provided the employee makes a written request through their supervisor at least ten (10) days in advance of the start of the vacation. Vacation pay shall be the equivalent of one workday's pay for each day of vacation, and will be paid on the last pay period prior to said vacation.
7. Part time full year employees who are employed at least .5 FTE are eligible to accrue paid vacation leave on a pro-rated basis. Part time full year employees who are employed less than .5 FTE and school year employees are not eligible to receive vacation time.
8. Employees who resign without providing at least two (2) weeks prior notice or are discharged for cause shall forfeit any right to accrued vacation or vacation pay. An employee who provides the Employer with written notice of resignation at least ten (10) working days prior to the effective date of his/her resignation or who shall be laid off by the Employer for lack of work, shall be entitled to receive payment on a pro-rated basis, for all unused vacation time, and be required to pay back the EMPLOYER for any vacation time used which exceeds the pro-rated vacation time. In the event of the death of an employee the value of any accrued, unused vacation days shall be paid to the person designated as their beneficiary on the Employee's group life insurance policy, or to the Employee's estate if no beneficiary is designated.



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

1. (A) Each EMPLOYEE shall accrue one and one-quarter (1 1/4) days per month up to a maximum accumulation of one hundred (100) days. Employees who have more than one-hundred (100) sick days accumulated as of June 30, 2017 will not be awarded any additional sick days until their use of accrued days drops their balance to one-hundred (100) or below.

B. A doctor's certificate may be required, by the EMPLOYER, in order to receive sick leave pay after three (3) consecutive days of sick leave or a pattern indicating abuse. In counting sick leave days for a period of sickness, the days shall be counted consecutively on scheduled work-days only from and including the first day of sickness.

C. An employee may use a maximum of ten (10) days of their accumulated sick leave per fiscal year to cover their absence for sickness in the immediate family which is not eligible for leave under the FMLA or VPFLA.

D. If additional sick leave is needed for any reason, it may be requested of the the Superintendent or designee, who shall grant or deny such additional time at their sole discretion.

If an EMPLOYEE uses no sick leave in one contract year, the EMPLOYEE will be paid a \$300 bonus. Use of sick leave to supplement worker's compensation payments or to cover lost work time prior to the approval of a Workers' Compensation Claim, or when donated to the sick leave bank will not be counted against an EMPLOYEE when calculating eligibility for the \$300 bonus.

- (B) Any bargaining unit member may donate sick leave days to any other bargaining unit member who, because of a "serious health condition" as that term is defined at 21 V.S.A. §471(11) has used all sick leave days allocated to them according to the following provisions:

- 1) EMPLOYEES who qualify to use this bank may not use more than a total of 35 days in a calendar year, except in the following case:

☐ An EMPLOYEE experiencing a long-term illness or disability shall make a timely application for benefits under the LTD Plan, and may draw sick leave from the bank as necessary only to meet the elimination period under the LTD Plan.

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

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

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

2. **Bereavement Leave:**

In the event of death in the immediate family of an EMPLOYEE, the EMPLOYEE shall be granted a five (5) day leave, without loss of pay, and such absence shall not be charged to the sick leave.

If an employee meets the eligibility requirements for leave under the Vermont Parental and Family Leave Act ("VTPFLA") they may request an additional five (5) days of bereavement leave, unpaid, once per fiscal year, and may use any form of their personal accrued leave to cover that absence. The additional five (5) days must be used within one (1) year of the death and may be used for purposes of estate administration.

For the purpose of bereavement leave and family and medical leave under the FMLA or VTPFLA the term "immediate family" is defined as: father, mother, spouse, ~~or~~ civil union partner or "domestic partner" as that term is defined herein, the biological, adopted or foster children of the employee or the employee's spouse/civil union partner/domestic partner (as defined herein); a legal ward of the employee, or a child to whom the employee stood or stands in loco parentis, stepchildren or any individual for whom the employee provides caregiving responsibilities similar to those of a parent-child relationship; father-in-law, mother-in-law, grandparents or spouse's grandparents, grandchildren of the employee or the employee's spouse/civil union partner/domestic partner (as defined herein); brother, sister, brothers-in-law, sisters-in-law, sons or daughters-in-law.

The term "Domestic partner" as used herein means an individual with whom the employee has an enduring domestic relationship of a spousal nature, provided the employee and the domestic partner: 1 (A) have shared a residence for at least six consecutive months; (B) are at least 18 years of age; (C) are not married to or considered a domestic partner of another individual; (D) are not related by blood closer than would bar marriage under State law; and (E) have agreed between themselves to be responsible for each other's welfare.

Except in the case of miscarriage, the District may require an employee to provide documentation of the need for bereavement leave. An employee may provide any of the following forms of documentation: (i) a death certificate; (ii) a published obituary; or (iii)

a written notice or verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious organization, or governmental agency.

In the event of the death of an aunt, uncle, or cousin of an EMPLOYEE, said EMPLOYEE shall be granted a two-day leave without loss of pay, and such absence shall not be charged to sick leave. This time shall be used within one day following the day of the funeral.

If the funeral of a family member necessitates travel out of the town, an Employee may ask for a two (2) day extension, and it shall be left to the discretion of the Employer. An extension under this section shall be without pay, but an employee may utilize accrued vacation or personal leave to cover their absence.

The intent of this section on bereavement leave is to be in conformance with 21 V.S.A. §471 *et seq.* If any provision of Vermont or federal statute requires the employer to provide benefits which exceed the benefits provided by this agreement the statutory requirement shall prevail.

3. **Personal Leave**

In the event of the death of a aunt, uncle, or cousin of an EMPLOYEE, said EMPLOYEE shall be granted a two-day leave without loss of pay, and such absence shall not be charged to sick leave. This time shall be used within one day following the day of the funeral. If funeral necessitates travel out of the town, EMPLOYEE may ask for a two (2) day extension and it shall be left to the discretion of the EMPLOYER.

4. Two (2) days leave of absence for personal, business, legal or family matters which require absence during working hours (except for the purpose of extending vacation) shall be granted with full pay. The EMPLOYEE shall notify the EMPLOYER or designee forty-eight (48) hours before taking such leave, except in case of emergency, and shall state one of the above reasons for this leave.
5. An EMPLOYEE who retires after at least twenty-five (25) years of service to the BUUSD or who retires and begins drawing their pension shall receive the amount of twenty-five dollars (\$25) per day of severance pay for accumulated unused sick leave up to a maximum of one hundred (100) days.
6. Workers' Compensation: When an employee is on Workers' Compensation, he/she shall be paid his/her full salary by the Employer for a period not to exceed six (6) months. When the employee receives their Worker's Compensation check, the employee will turn over said check(s) to the Employer.
7. Any employee who has exhausted his/her accumulated sick leave may, at the sole discretion of the employer, be placed on an extended leave of absence, without pay. The leave shall be for a period not to exceed thirty (30) workdays, with the option of requesting a further extension at the end of the original leave. This includes combined positions, where

an employee may be able to fulfill one position of their described duties but not the other. The Employer shall continue to provide health insurance for the period of time that the leave has been granted, provided the employee continues to pay their share of the premium. In addition to accruing seniority when on the leave of absence an employee shall be returned to the position held at the time the extended leave was granted provided said position has not been eliminated consistent with the terms of this Agreement.

8. **Leave of Absence:** Unpaid leave of absence, not to exceed eighteen (18) months, shall be granted for any reasonable purpose as determined by the Employer. In addition to accruing seniority while on unpaid leave of absence, granted under the provisions of this section, an employee shall be returned to the position held at the time the leave of absence was granted, provided that position has not been eliminated consistent with the terms of this Agreement. An employee on an unpaid leave of absence is responsible for the full cost of continued group insurance benefits.
9. **Statutory Leave:** The Employer shall comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("VTPFLA"). Leave for eligible employees pursuant of each of these acts shall be provided according to the Employer's policies and practices. Pursuant to these policies and an employee may utilize any and all paid leave time, or compensation provided under any disability insurance program offered by the District as provided by, and consistent with, this Agreement during any period of leave provided pursuant to the FMLA and the VTPFLA. Also, FMLA and VTPFLA leave shall run concurrent with Workers' Compensation leave. All other matters regarding the administration of leave provided pursuant to the FLMA and the VTPFLA shall be as provided by the Employer's policies and practices.

### **ARTICLE XIII: WORK EQUIPMENT AND RULES**

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

### **ARTICLE XIV: NO STRIKE/NO LOCKOUT**

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

No employee of the bargaining unit covered by this agreement will be required to cross picket lines of any unionized bargaining units of the EMPLOYER. An exception to this will be if maintenance



personnel are required to service equipment which poses a safety hazard to buildings or personnel of the EMPLOYER. The Parties agree that an employee is not eligible to be paid for hours of work missed as a result of their decision not to cross a picket line.

No EMPLOYEE will be disciplined for refusing to cross a picket line.

#### **ARTICLE XV: ACCESS TO PREMISES**

No representative of the Union shall enter the premises of the EMPLOYER for the purpose of discussing working conditions with EMPLOYEES unless permission has been first obtained from the Superintendent or designee. No meeting of the EMPLOYEES with representatives of the UNION or with representative of the Local shall be held during working hours without the written or verbal permission of the Superintendent or designee. In those cases where permission is granted to the UNION representative or a member of the Local to enter the building and to discuss working conditions with EMPLOYEES, it shall be done in a manner which will not interfere with the performance of duties assigned to the EMPLOYEE or EMPLOYEES. EMPLOYEES will not engage in Union activities during working hours absent the agreement of the Superintendent or designee, or as provided by law. Employer will not engage in efforts to frustrate union activities protected by law or this collective bargaining agreement.

The EMPLOYEES shall have the right to meet to conduct Union business matters after work hours in the room where the bulletin board is located, or in a room assigned, when permission is requested of and granted by the Superintendent or designee. Requests for a meeting space shall not be unreasonably denied.

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

#### **ARTICLE XVI: EMPLOYER SHALL HAVE THE RIGHT**

1. In recognition of the fact that the laws of the State of Vermont vest responsibility in the Employer for the quality of education in, and the efficient and economical operation of, the Barre Unified Union School District, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this contract, and subject to all non-delegable and fiduciary responsibilities as mandated from time to time by Vermont and federal law, the Employer retains all rights and powers that it has, or may hereafter be granted by law, these rights shall include by example, but shall not be limited to the right to:

- hire and assign employees of its own choice and to determine the number to be employed;
- plan, direct, schedule, assign, transfer and control employee work assignments and duties;



- determine the means, methods, processes, materials, and equipment necessary to deliver the services provided by the District;
  - maintain the efficiency of employees;
  - create, revise, and eliminate positions;
  - determine, establish and discontinue methods of operation;
  - prepare job qualifications and job classifications;
  - establish and change performance standards and expectations;
  - determine employee work schedules and hours;
  - establish and require reasonable rules and regulations not in conflict with the terms of this Agreement;
  - hire, demote, and discipline employees;
  - suspend and discharge employees.
2. The EMPLOYER'S exercise of any management right or function in a particular manner shall not preclude the EMPLOYER from exercising the same right or function in any other manner which does not expressly violate a specific written provision of this Agreement. The EMPLOYER'S failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.

#### **ARTICLE XVII: DISCIPLINARY ACTION**

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

- reporting to work under the influence of alcohol or drugs;
- drinking alcoholic beverages during working hours;
- theft;
- improper or immoral behavior and
- failure to perform work satisfactorily.
- dishonesty, deceit, deception, fraud or untruthfulness related to their employment

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

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

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



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

### **ARTICLE XVIII: INSURANCE**

#### **Health Insurance:**

During the life of this Agreement the Board shall offer health insurance as defined by 16 V.S.A. Chapter 61, Sections 2101 – 2108, (Act 11 of 2018) and the Arbitrator decisions relating thereto. Pursuant to 16 V.S.A. chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangements and health savings accounts, shall be governed by the written agreement incorporating the terms of the statewide health insurance bargaining found in Appendix D-1 or D-2 of this collective bargaining agreement, as applicable. If any of the general provisions related to health insurance conflict with the applicable terms stated in Appendix D-1 or D-2 the terms of the applicable Appendix shall prevail.

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

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

Funds in the HRA will be available and may be used solely to pay for qualified medical and prescription drug expenses that track towards the annual deductible, co-payment or co-insurance expenses required by the Plan selected. Unspent HRA funds will not rollover or accumulate from year to year, but will revert to the Board, subject to a ninety (90) day run out period.

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

The District's annual contribution toward premium costs and HRA or HSA funding (if applicable) will be pro-rated for Employees who are eligible to join the group health insurance plan and who become employed or eligible for insurance after January 1 of any Plan Year consistent with the provisions of Appendix D-1 or D-2, as applicable.

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

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

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

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

**Group Life Insurance:** The school district or supervisory union shall pay 100% of the cost of a group term life insurance in the amount of \$25,000 with double indemnity based on \$25,000.

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

The EMPLOYER agrees to provide group long term disability ("LTD") insurance, and the EMPLOYEE agrees to accept any additional benefits included with the disability policy in place, to all employees who are eligible to receive benefits under the terms of this Agreement and the eligibility rules of the LTD insurance carrier. Disability coverage will begin after meeting the eligibility requirements for receiving benefits under the disability plan as determined by the insurance carrier, including a ninety (90) day elimination period. Disabilities are only those medical conditions defined as disabilities by the carrier and covered by said insurance policy. The

benefit will cover sixty percent (60%) of monthly earnings with a maximum benefit of \$6500 per month.

#### **ARTICLE XIX: COFFEE BREAK**

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

#### **ARTICLE XX: JURY DUTY OR SUBPOENAED WITNESS**

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

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

#### **ARTICLE XXI: PAY AND CLASSIFICATION PLAN**

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

Lack of Work Pay: In the event an employee reports to his/her place of work at his/her regularly scheduled time without having had any previous notice and is sent home for lack of work, he/she shall be paid for one-half (1/2) of his/her regular scheduled hours at the rate to which he/she would be entitled.



**ARTICLE XXII: CLOTHING ALLOWANCE AND VISION MATERIALS REIMBURSEMENT**

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

The EMPLOYER will provide coveralls as required for special tasks. The EMPLOYER will provide winter coveralls for employees required to work outside in the winter.

2. Effective in the first full pay period following July 1 of each school year the EMPLOYER agrees to reimburse EMPLOYEES four hundred fifty dollars (\$450) for the purchase of shoes, tee shirts, shorts, jackets and similar uniform items and eye glass frames and lenses.
3. The cleaning and washing of uniforms will be the responsibility of the EMPLOYEE. EMPLOYEES may purchase and wear shorts and tee shirt uniforms.

**ARTICLE XXIII: LABOR - MANAGEMENT COMMITTEE**

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

**ARTICLE XXIV: MODIFICATION OF POSITIONS**

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

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

**ARTICLE XXV: SUB-CONTRACTING**

Work traditionally performed by the members of the bargaining unit under the terms of this Agreement is recognized as bargaining unit work and shall be reserved to and performed by members of the bargaining unit. Notwithstanding the foregoing, the EMPLOYER shall be permitted to contract out work that requires special expertise, specialized equipment not currently available to the EMPLOYER, and work which has traditionally been contracted in the past. The Employer shall also be permitted to contract out work on a temporary basis when required by exigent circumstances. The EMPLOYER shall give the UNION advance notice of their intent to contract out work when the situations addressed above arise and shall meet and confer with the Union prior to making a final decision.

## **ARTICLE XXVI: MISCELLANEOUS**

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

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

2. The Employer and the Union shall cooperate fully in matters of safety, health and sanitation affecting the students, teachers, administration and employees. Employees covered by this Agreement shall report any hazardous or unsafe working conditions to the Principal and/or responsible administrator. Employees shall not be required to perform duties under hazardous or unsafe working conditions
3. Should any provision of this Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The District and Union shall meet within sixty (60) days to renegotiate the language in the invalid section.
4. The EMPLOYER'S Facilities Director agrees to discuss with the UNION Steward any safety or health problems that may arise.
5. Bulletin boards shall be located in the room or area in each school building that is assigned to the custodian.
6. If required by Vermont Statute, the provisions of this agreement related to Health Insurance (contained within Article XVIII), shall be replaced or re-negotiated in compliance with said statute.

## **ARTICLE XXVII: TERMINATION**

THIS AGREEMENT executed this \_\_\_\_ day of July, 2026 shall be effective as of July 1, 2026 or the date of ratification by both Parties, whichever is later, and shall continue in full force and effect until midnight of June 30, 2029.

THIS CONTRACT shall continue in full force and effect after June 30, 2029 from year-to-year unless the UNION notifies the EMPLOYER, in writing delivered to the EMPLOYER, not later than October 1, 2028, of its desire to terminate this AGREEMENT or to negotiate new terms.

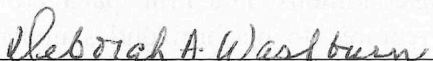


IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 9/8/2026  
day of July, 2026.

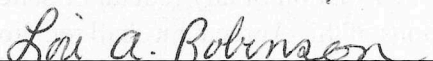
BARRE UNIFIED UNION SCHOOL DISTRICT



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

  
(Negotiating Committee Member)

  
(Negotiating Committee Member)

  
(Negotiating Committee Member)

  
(Negotiating Committee Member)

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

By   
AFSCME Representative or  
Duly Authorized Agent

**APPENDIX A**

**WAGES**

**Base Rate of Pay Schedule**

|                             | <u>Base rate of<br/>pay</u> | <u>Base rate of<br/>pay</u> | <u>Base rate of<br/>pay</u> |
|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Position                    | 2026-2027                   | 2027-2028                   | 2028-2029                   |
| Custodian                   | \$21.83                     | \$22.70                     | \$23.70                     |
| Grounds Keeper              | \$21.83                     | \$22.70                     | \$23.70                     |
| Maintenance                 | \$23.76                     | \$24.71                     | \$25.71                     |
| Night Facilities Lead       | \$24.89                     | \$25.88                     | \$26.88                     |
| Building Facilities<br>Lead | \$26.70                     | \$27.76                     | \$28.76                     |

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

Effective in the first full pay period following July 1, 2026, or the first full pay period following ratification of the collective bargaining agreement (whichever is later), all employees shall receive a four percent (4%) increase to their previous year's base rate of pay, plus the longevity pay of fifteen cents (\$.15) per hour for each full year of continuous service, plus any shift differential.

Effective in the first full pay period following July 1, 2027, all employees shall receive a four percent (4%) increase to their previous year's base rate of pay, plus the longevity pay of fifteen cents (\$.15) per hour for each full year of continuous service, plus any shift differential.

Effective in the first full pay period following July 1, 2028, all employees shall receive a one dollar (\$1.00) an hour increase to their previous year's base rate of pay, plus the longevity pay of fifteen cents (\$.15) per hour for each full year of continuous service, plus any shift differential.

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

**Shift Differential**

EMPLOYEES, whose hourly rate is calculated from the base rate of pay indicated above, and moving to or from one regularly scheduled shift to another, shall have their pay adjusted with the following shift differentials:

- First shift to second shift shall receive a shift differential pay increase of fifty cents (\$.50) per hour. Second shift is defined as starting and ending between the hours of two p.m. (2:00) and twelve midnight (12:00)

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

#### Overtime Rate

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

**APPENDIX B**

**ACKNOWLEDGMENT OF ARBITRATION**

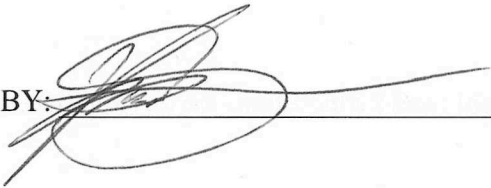
We understand that this Agreement between the Barre Unified Union School District and the Barre Schools Chapter of AFSCME Local #1369, Council 93, contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute which may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

BARRE UNIFIED UNION SCHOOL DISTRICT

BY: 

DATE: 9/8/2026

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

BY: 

DATE: 9/16/2026

## APPENDIX C

### VMERS AND 403(b) PLAN

All eligible persons hired under this agreement shall become members of VMERS Plan C. The District will contribute its recommended share (currently 8.75% as of 7/1/2025) and the employee will contribute his or her statutorily required share (currently 11.5% as of 7/1/2025) to the cost of participation in VMERS Plan C.

Employees of Barre City/Spaulding who elected prior to January 31, 2018 not to enroll in VMERS shall continue to participate in the employer's 403(b) Plan and shall receive an EMPLOYER contribution to their 403(b) Plan equal to the percentage the employer contributes to an employee participating in VMERS Plan C, currently 8.75% of the employee's wages as of 7/1/2025.

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

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

#### Employee Voluntary 403(b) Contributions

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

## APPENDIX D-1

Statewide Health Arbitration Decision effective January 1, 2023 through December 31, 2025 (Attached). Extended Two Additional Years, through December 31, 2027, by the Vermont Commission for Public School Employee Health Benefits.