

AGREEMENT

RIVER VALLEY TECHNICAL CENTER BOARD
OF SCHOOL DIRECTORS

AND

SPRINGFIELD SCHOOL STAFF ASSOCIATION
VERMONT-NEA/ NEA

2023-2026

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ACKNOWLEDGMENT OF ARBITRATION

The Board and the Association understand this Agreement contains an agreement to arbitrate. After signing this Agreement, the Parties understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the Parties agree to submit any such dispute to an impartial arbitrator.

SCHOOL BOARD AND ASSOCIATION RELATIONSHIP

ARTICLE I ASSOCIATION RECOGNITION

- 1.1 The River Valley Technical Center Board of School Directors (hereafter the "Board" or "District") recognizes the Springfield School Staff Association, Vermont-NEA, NEA, (hereafter the "Association") as the sole and exclusive representative for purposes of wages, hours, and conditions of employment of all employees (as defined below) in units of secretarial, clerical, instructional and non-instructional Para educators, instructional assistants, maintenance, custodial, cafeteria, and transportation employees in accordance with the Order of Certification of the Vermont Labor Relations Board, Docket Number 80-26.
- 1.2 The term "employee" as used in this Agreement applies to all members of the bargaining unit, but it excludes confidential, supervisory, and probationary employees as defined in Title 21, Sections 1721-1734 of the Vermont Statutes Annotated. A "temporary employee" is defined as an employee hired to fill a temporary vacancy created by the absence of a bargaining unit employee on a leave of absence as defined in Article XVI; an employee hired to fill a vacancy in a permanent position when the vacancy is caused by something other than a leave; but, in such case the employee shall be temporary for not more than forty-five (45) workdays; an employee hired for a position which exists for less than sixty (60) consecutive workdays. In the event that a "temporary employee" initially hired on a temporary basis, is subsequently and without interruption permanently employed to fill the vacancy in which he/she is placed on a temporary basis, the normal probationary period established for new employees under Section 6.3 of this Agreement shall be reduced by the number of workdays served by the individual as a temporary employee in the same position. Employees who work less than an average of twenty (20) hours per week in their classification shall receive the rights and wage rates set forth herein, but they shall be entitled to only those benefits as indicated in the applicable sections of the Agreement expressing their eligibility.
- 1.3 The term Board or "School Board" as used in this Agreement refers to the Board of School Directors of the River Valley Technical Center or the respective school district, its administrators, officers and agents.

ARTICLE II MANAGEMENT RIGHTS

- 2.1 The parties agree that all the rights and responsibilities of the School Board which have not been specifically modified by this Agreement are retained in the sole discretion of the School Board except to the extent that they are expressly restricted by a specific provision of this Agreement, and the exercise of such rights and responsibilities are not subject to the Grievance and Arbitration provisions of this Agreement except as otherwise indicated.
- 2.2 The management rights referred to in Section 2.1 shall include but not be limited to:
- a. The right to direct employees, including the right to plan, direct, and control department and school activities; to schedule and assign work; to require overtime; to determine standards for work and job content; to classify and reclassify employees; to create, revise, and eliminate jobs.
 - b. To hire and terminate employees; to suspend, demote, discipline and discharge employees for just cause.
 - c. To lay off, recall, transfer, evaluate, and promote employees.
 - d. To determine or change shifts, starting and quitting times, and the number of hours worked.
 - e. To determine the means, methods, processes, materials, and equipment by which and with which all operations will be carried out.
 - f. To maintain the efficiency of employees and School District operations.
 - g. To determine the staffing of jobs and the size and composition of the staff.
 - h. To establish reasonable rules, regulations, and policies and require compliance therewith provided they are not in conflict with the terms and conditions provided in this Agreement.
 - i. To take such action as may be necessary to carry out the missions of the School District in case of emergencies.
 - j. To contract and subcontract for any or all services, whether or not presently or in the past performed by employees covered by this agreement, provided that the Association be given at least six (6) months' notice of any such contracting, during which period the Association shall have the right to require, upon request, negotiations as to the impact of, the contracting/subcontracting.

- k. The District agrees to give the Association at least five (5) days written notice if it plans to increase the number of subcontracted behavioral interventionists. The Districts further agree to provide the Association with a list of subcontracted behavioral interventionists annually on or before October 1.

ARTICLE III DUES DEDUCTION

- 3.1 Upon receipt of a written request, the Board will withhold from the wages of each employee who is a member of the Association amounts designated by the Association as certified dues. The Association will give the Board written certification of the amount to be withheld. Such deductions will be made in equal amounts from each paycheck for 18 consecutive pay periods beginning with the first payroll period after the receipt of the authorization form by the District and continuing in effect from year to year each pay period thereafter unless revoked in writing. The Superintendent's office will remit to the Association the total amount withheld from all employees, on a monthly basis.
- 3.2 The Association shall indemnify, defend, and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reasons of action taken or not taken by the Board in reliance upon the deduction authorization cards submitted by the Association to the Board.
- 3.3 In recognition of the Association's duty and obligation to provide representation to each and every member of the bargaining unit, without regard to organizational affiliation or membership, in the matters of collective bargaining and grievance procedures under the provisions of Title 21, section 1726 (b) (3), the Board and Association agree that, as a condition of employment, all members of the bargaining unit who are not members of the Association shall have deducted from their earnings, money equivalent to the Association's costs for representation of each member of the bargaining unit. Such service fees shall be no more than 85% of the then current Association dues and assessments, and such fees shall be certified by the Association by October 1st of each school year to the Board. Any such service fees shall be deducted in the same number of installments as those of dues deductions as provided in Section 3.1 on or after the thirtieth (30th) day following the beginning of employment, or the effective date of this Agreement, whichever is later; and such fees shall be transmitted to the Association within two weeks of such deduction. The Association shall notify the Board by October 1st of any school year as to which members of the bargaining unit are not members of the Association. However, any member of the bargaining unit shall be eligible for membership in the

Association according to the Association bylaws, and upon joining the Association after October 1st, the Board shall discontinue service fee deductions.

ARTICLE IV NO STRIKES AND NO LOCKOUTS

- 4.1 During the term of this Agreement there shall be no strikes, no slowdown, no work stoppages nor other concerted refusals to work by the Association and there shall be no lockouts by the Board. In the event of a strike, slowdown, work stoppage or other concerted refusal to work on the part of other persons working within or around the school building, neither the Association nor the employees subject to the terms of this Agreement shall, refuse, during working hours, to cross a picket line, refuse to work or strike, slowdown, work stoppage or other concerted refusal to work. In the event of a strike, slowdown, work stoppage or other concerted refusal to work on the part of other persons working within or around the school building, the Board will not assign work to the employees other than the work to be performed by the employees pursuant to the terms of this Agreement. In the event it is necessary for the District to place unit employees on a temporary layoff due to a concerted refusal to work on the part of other persons working within or around the school building such temporary layoff shall not be considered a lockout prohibited by this Article; provided, however, that such workdays lost will be rescheduled for the employees.

ARTICLE V ASSOCIATION ACTIVITIES

- 5.1 The Board will not interfere with, restrain, or coerce its employees, because of membership or activity on behalf of the Association as defined in the Agreement. The Board will not discriminate with respect to hire, tenure of employment, or any term or condition of employment against any employee because of membership or activity on behalf of the Association, nor will it discourage or attempt to discourage membership in the Association.
- 5.2 The Board recognizes the right of the Association to designate up to one (1) Building Representative per work site.
- 5.3 The Association may remove and replace a School Building Representative at any time provided, however, that the Association shall inform the Superintendent, in writing, of the designation of the new School Building Representative.

- 5.4 The School Building Representative shall be afforded reasonable times during the workday to engage in the investigation and processing of grievances provided he/she receives the approval of his/her supervisor in advance. Such approval will not be unreasonably withheld.
- 5.5 Employees shall be entitled to attend four (4) general meetings of the Association in each calendar year without loss of pay provided, however, that these meetings shall not be scheduled for a time earlier than 4:00 P.M. During years when the Association is involved in negotiations, employees shall be entitled to attend up to six (6) meetings of the Association.
- 5.6 The President of the Association, or his/her designee, shall be granted up to five (5) days of unpaid leave of absence each year for the purpose of attending any meetings of the Vermont- NEA or to attend to other Association matters.

PROTECTION OF EMPLOYEES

ARTICLE VI EMPLOYMENT AND LAYOFF

- 6.1 The Association agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without unlawful discrimination on the basis of race, creed, color, national origin, marital status, sex or sexual orientation, gender identity, age, or disability, and to represent equally all employees without regard to membership or participation in, or association with, the activities of any employee organization.
- 6.2 The Board agrees to continue its policy of not unlawfully discriminating against any employee on the basis of race, creed, color, national origin, marital status, sex or sexual orientation, gender identity, age, disability, or membership or participation in, or association with, the activities of any employee organization.
- 6.3 A new employee shall be a probationary employee for the first nine (9) months of employment from the date of hiring, and he/she may be discharged at any time during such period at the sole discretion of the Superintendent without recourse on the part of the employee or the Association. Employee benefits (with the exception of health insurance where eligibility will be per the statewide negotiated agreement) will begin the first of the month following a probationary employee's twenty-fifth, (25th) workday. It shall be a condition of employment that employees meet all federal and state certification

and related requirements provided the employee has been given reasonable time, as established by such laws or regulations, to achieve the required certification or qualifications. Employees who fail to meet federal or state qualifications shall be terminated at the end of the current school year unless federal or state regulations require an earlier termination date.

- 6.4 The seniority of each employee covered by this Agreement shall be computed from the employee's last hiring date (i.e., the date the employee's supervisor signed the District's "Recommendation to Hire" form.) Effective June 30, 2006, employees covered by this Agreement will accrue seniority annually as of June 30, based on their service time during the prior twelve (12) months. Employees must have service time equal to at least forty (40%) percent of their scheduled paid days in order to accrue a year of seniority. Service time includes paid days present at work, all paid leaves of absence, paid holidays, paid sick leave days, paid vacation days, and absences due to workers' compensation and short-term disability when the employee is also drawing down his/her paid sick leave. Service time does not include unpaid leaves of absence, absences due to layoff, absences due to long-term disability, or absences due to short-term disability when the employee is not drawing down his/her paid sick leave. Seniority for service time prior to July 1, 2006, shall be determined as follows: In the fiscal year (July 1 through June 30) that the employee was hired, one (1) year of seniority will be granted if the hiring date was prior to March 1st for each year thereafter, one (1) year of seniority will be granted for each year worked. Service time earned by bargaining unit members who assume additional temporary assignments will not be counted for seniority purposes. Service time earned in temporary assignments worked prior to becoming a bargaining unit member will not be counted unless that time was continuous with the assignment within the bargaining unit. Seniority between or among employees with the same seniority and hiring date shall be decided by a lottery conducted in the presence of an Association representative.
- 6.5 An employee shall lose all seniority upon the occurrence of any of the following events:
- a. He/she voluntarily terminates his/her employment.
 - b. He/she is discharged for just cause.
 - c. He/she fails to return to work on the day ordered after being recalled following layoff, unless due to illness or accidental injury.
 - d. He/she is absent without notice to the School District, unless it was impossible for such notice to have been provided.
 - e. He/she fails to return to work at the end of a leave of absence authorized

hereunder unless he/she is entitled to sick, or disability leave under this Agreement, or an extended leave has been approved by the Board.

- f. He/she is not recalled to work following his/her layoff within twenty-four (24) months.
 - g. His/her retirement.
- 6.6 When it becomes necessary to lay off an employee or a number of employees, the employee or employees to be laid off shall be determined on the basis of least School District seniority provided the employees' qualifications for the remaining work are relatively equal. Employees shall be laid off and recalled within one of the following seniority groups: clerk, instructional assistant, building secretary, secretary, registrar, certified specialist, instructional paraeducator. An employee shall receive at least five (5) days' notice prior to the effective date of his/her layoff. An employee shall be given written notice of layoff prior to his/her last day of employment. A copy of the layoff notice shall be given to the Association President. When it becomes necessary to reduce positions, the District may exercise one of two options:
- a. Layoff by seniority as above but layoff shall take place in three categories: employees working more than 25 hours per week, employees working 20 to 25 hours per week, inclusive, and employees working less than 20 hours per week.
 - b. Assign other duties to the employee whose student is affecting the reduction in positions until either the end of the current school year or until a suitable position becomes available for that employee, whichever comes first. Duties that employee may be assigned include, but are not limited to, substituting and filling a vacant position of fewer hours per day. The assignment may be in any job category whether or not that job category is within the bargaining unit. The employee shall suffer no loss of wages or benefits during this assignment. Should the employee refuse the assignment, he/she would be placed on recall. If, at the end of the school year, no job yet exists for that employee, the regular layoff provisions would apply.
- 6.7 Employees shall be recalled in reverse order of layoff to any vacant position within their seniority group, or any seniority group in a lower Wage Grade that does similar work on the basis of superior seniority provided the employee's qualifications are relatively equal to less senior employees subject to recall. For the purposes of this section, a vacant position is one that exists after it has been posted pursuant to §7.2 and no employee has applied, or is qualified, in the judgment of the Superintendent, for the position. If the

employee on layoff and subject to recall is senior to an employee who applies for the vacant position pursuant to §7.2, and is qualified for the vacant position, in the judgment of the Superintendent, the employee on layoff shall be appointed to the vacant position. During a period when there are one or more employees on layoff, the School District agrees not to hire a permanent, or temporary employee, nor to reassign/transfer a less senior bargaining unit employee unless it is determined that no employee on layoff is qualified to fill the position, or all qualified employees have refused recall. The School District shall send notice of recall to an employee by certified mail to the last known address of that employee. The employee shall be responsible for notifying the School District of any change to his/her address. An employee recalled to a position in a lower Wage Grade will continue to have recall rights in his/her former seniority group for the remainder of the twenty-four (24) month recall period.

- 6.8 Employees laid off under this Article shall retain their right to recall for a period of twenty-four (24) months following any such layoff. Any employee who is recalled shall not lose any of his/her previous seniority or accrued benefits; however, he/she shall not accumulate additional seniority or benefits while on layoff status. Any such offer of recall must be accepted within ten (10) calendar days of such offer.

ARTICLE VII VACANCIES

- 7.1 School year employees shall be given first consideration for any summer or vacation employment for which they are reasonably qualified provided they notify the School District of their interest in such employment annually on or before March 1. New employees may become eligible for such work if they notify the School District within ten (10) days after they complete their probationary period. Any supplemental and additional service beyond an employee's assigned schedule may be performed by non-union members if and when union employees who are qualified and available decline such supplemental and additional assignments.
- 7.2 For the purposes of this Agreement, a vacancy is defined as a new position which exists for more than sixty (60) consecutive workdays, or a position made vacant by the transfer, termination, resignation, retirement, or death of the person who previously held the position. Extending the hours an employee works in the performance of his/her current job duties does not constitute a vacancy. All vacancies in the bargaining unit which the District decides to fill shall be posted via written notice in work areas on a designated Association bulletin board at least eight (8) calendar days before any such vacancy is

filled. During the aforementioned posting period, employees shall have the right to apply for transfer into the vacant position using the appropriate form developed for this purpose by the administration. The most senior applicant, if qualified in the judgment of the Superintendent, shall be transferred into the vacant position. But if rejected, the senior employee, upon request, will be provided with a written statement of the reason, therefore. The Superintendent's decision in the matter, however, shall not be subject to the grievance procedure. All employees applying for the vacancy shall receive a return copy of the application form giving notification that the vacancy has been filled.

7.3 Any voluntary transfer of an employee's assignment shall be considered provisional for the first sixty (60) workdays of such a transfer. Accordingly, the administration may return the employee to his/her original position during that period. In such a case, the employee shall have no recourse to the grievance procedure, and there shall be no loss of seniority or compensation for the time spent in the transferred position. The employee may opt to return to his/her former position within the first five (5) workdays after the transfer.

7.4 In making an involuntary transfer, the District will take into consideration the employee's work experience and training. A voluntary transfer shall be done according to Section 7.3 of this Article.

ARTICLE VIII GRIEVANCE PROCEDURE

8.1 A grievance is defined as a claim made by an employee or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

8.2 For the purposes of the time limits set forth in the grievance procedure, the term "days" shall mean all days exclusive of Saturdays, Sundays, and legal holidays. In computing any period of time, the day of the act, event, or occurrence from which the designated period of time begins to run shall not be included. Time limits may be extended at any step by mutual written agreement between the grievant and the administration. No grievance shall be given consideration unless it is filed at the appropriate step within fifteen (15) days of the occurrence which gave rise to the grievance.

8.3 Nothing contained within this grievance procedure shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate Administrator or principal before filing any formal grievance and making an adjustment provided such adjustment is not inconsistent with the terms of this Agreement.

PROCEDURE

8.4 If informal discussion fails to resolve the issue, then a grievance shall be filed on a form identical to the attached Appendix B and in accordance with the following procedure:

STEP ONE

- a. The grievant shall submit his/her grievance, in writing, to the immediate supervisor stating the nature and description of the grievance, the provision(s) of the Agreement alleged to have been violated, and the adjustment sought.
- b. The grievance must be presented, in writing, to the supervisor. Within five (5) days after receipt of the grievance, the supervisor shall arrange a meeting among the grievant, the Association representative, and himself/herself. A written answer to the grievance shall be forwarded to the grievant, with a copy to the Association, within seven (7) days following the meeting.

STEP TWO

In the event the grievance is not settled in Step One, the grievant may present his/her grievance at Step Two. The grievance must be presented, at this step, to the next level of administration within five (5) days after receipt of the Step One answer. The Administrator shall arrange a meeting among the grievant, an Association representative and himself/herself within five (5) days after receipt of the grievance. A written answer to the grievance shall be forwarded to the grievant, with a copy to the Association, within seven (7) days following the meeting.

STEP THREE

In the event the grievance is not settled in Step Two, the grievant may present his/her grievance at Step Three. The grievance must be presented, at this step, to the Superintendent within five (5) days after receipt of the Step Two answer. The Superintendent shall arrange a meeting among the grievant, an Association representative and himself/herself within five (5) days after receipt of the grievance. A written answer to the grievance shall be forwarded by the Superintendent to the grievant, with a copy to the Association, within seven (7) days following the meeting.

STEP FOUR

In the event that the grievance is not settled at Step Three, the grievant may present his/her grievance at Step Four. The grievance must be presented, at this step, to the School Board by providing written notice to the Superintendent within five (5) days after receipt of the Step Three answer. The School Board shall arrange a time at

which the grievant may address the Board and have Association representation if he/she wishes. The opportunity to address the Board shall be within thirty (30) days after the Board's receipt of the grievance. The Board shall respond to the grievance, in writing, within seven (7) days following the meeting.

STEP FIVE

Within twenty (20) days after receipt of the Step Four answer if the grievance is not resolved, the Association may submit the grievance to binding arbitration by written notice to the Superintendent. The District and the Association shall select an arbitrator to whom the matter is to be submitted provided, however, that in the event that the District and the Association are unable to agree on an arbitrator within ten (10) days after receipt by the Superintendent of the request for arbitration, the matter shall be submitted to the American Arbitration Association pursuant to the provisions of its Voluntary Labor Arbitration Rules. The Arbitrator shall be limited to ruling on the interpretation or the application of the provisions of this Agreement and may not add to, detract from, or in any way alter the provisions of this Agreement. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator shall be borne equally by the parties.

- 8.5 All time limits set forth in this Article may be extended by mutual agreement.
- 8.6 The filing or processing of a grievance under the provisions of this Article shall not prevent the District from taking the action complained of subject, however, to the final decision on the grievance.
- 8.7 Failure at any step of the Grievance Procedure to appeal within the specified time limits shall preclude further consideration of the grievance filed. Failure at any step of the Grievance Procedure to communicate a decision within the specified limits shall permit the grievant and the Association to proceed to the next step. Failure to comply with the time limitations or other requirements of Step One shall preclude any subsequent filing of the grievance by the grievant or Association. Allegations not raised at Step Three cannot be raised at subsequent steps of the procedure or in arbitration.
- 8.8 No reprisals of any kind will be taken by the Board or the School District against any employee because of his/her participation in this Grievance Procedure.
- 8.9 Steps One and Two may be bypassed by mutual written agreement.
- 8.10 The School District and the Association will furnish available information to the other which is necessary to the processing of the grievance.

- 8.11 All documents, communications, and records dealing with the processing of a grievance shall remain confidential and will not be made public except as required by law, subpoenaed in legal proceedings, or introduced in other grievance/arbitration proceedings between the parties to this Agreement.
- 8.12 The School Board shall not be obligated to arbitrate any civil rights claims or issues unless the Association and the grievant(s) have first effectively in writing waived the right to litigate such claims in another forum.
- 8.13 Nothing in this Agreement shall be interpreted as prohibiting a lawful agreement between the School District, an employee, and the Association from submitting issues to arbitration that are not deemed arbitrable under this Agreement.

ARTICLE IX SAFETY AND HEALTH

- 9.1 Employees shall immediately, not later than the end of their shift, report any and all defects in equipment, or other unsafe conditions to the administration on forms to be made available by the administration. A copy of the report shall be given by the administration to the school building representative.
- 9.2 Employees shall immediately report any accident and any physical injury or property damage resulting therefrom to the administration on forms to be made available by the administration. Such accident reports shall be in addition to any accident report required by law and shall include all information available to the employee with respect to the accident and the names and addresses of all witnesses.
- 9.3 Employees shall use or wear protective devices or clothing when supplied and required to do so by the administration.
- 9.4 Employees required to use their personal vehicle on official school business, either within the school district of employment, or beyond the limits of that district, shall be reimbursed at the IRS rate provided; however, no employee shall be so reimbursed unless the trip has been authorized by the Superintendent or his/her designee.
- 9.5 Certain employees who work directly with students involved in community-based programming or job training positions may be required to use their personal vehicles to transport students. In such cases, that requirement shall be so stated on postings for those jobs. Annually, the District will provide those employees with a written statement of this requirement along with information on insurance and how to report incidents. Employees

shall be reimbursed for such travel expenses at the current IRS rate mileage rate. Except as indicated above, an employee shall not be required to use his/her personal vehicle to transport students.

- 9.6 Hepatitis shots will be provided to employees who are classified in at-risk categories as per District policy. Employees who believe that they have been inappropriately classified may appeal their classification on the appropriate form.

ARTICLE X JOB CLASSIFICATIONS

- 10.1 All employee positions shall belong to one of the following general employment classifications:

Para Educator	Instructional Assistant
Office Support	Certified Specialist

Within each classification there shall be sub-classifications or categories of positions as follows:

- a. Para Educators shall be Instructional Para Educators.
- b. Office Support Personnel shall be Clerks, Building Secretaries, Secretaries, and Registrars.

Each employee shall be given a detailed written job description defining the work content of his/her position. Said job description shall incorporate and/or be completely consistent with the following:

Instructional Para Educator: An Instructional Para Educator assists a teacher in providing instruction to a specific student or a group of students. This may include, but is not limited to, special education work, work with students on social and conflict resolution skills, work with students to develop appropriate classroom behavior and strategies to break the cycle of misbehavior, follow-up activities to a teacher's lessons, small group or individual instruction, assistance in preparing materials, assistance in record keeping, and supervision of student.

Secretary: A secretarial employee performs the duties customarily associated with the efficient operation of an office or department, or an elementary building with a teaching principal. The duties may include, but are not limited to dictation, reception,

correspondence, bookkeeping, record keeping, typing, filing, the operation of office machines, and the non-instructional supervision and care of children.

Registrar: A Registrar reports directly to the principal. The primary responsibilities of the Registrar include but are not limited to keeping accurate student records, assisting the principal and the Guidance Department with student scheduling and developing a master schedule, and compiling and keeping student report cards and transcripts.

Instructional Assistants: An Instructional Assistant assists teachers and other staff and works with students in a specialized aspect of instruction, discipline, or in-service. These positions involve supervising students as well as assisting in the planning and development of the particular program for students in their area of specialization under the direction of their supervisor. Training of staff and students may also be involved. An instructional assistant works directly under the supervision of an administrator with a significant amount of independent initiative.

Certified Specialist: A Certified Specialist must hold a certificate of completion from an accredited two or four-year program in a highly specialized area or an applicable Industry Recognized Credential. Duties include, but are not limited to, evaluating student or staff needs, establishing and delivering program plans, and providing direct services to students, or staff in that highly specialized area with a high level of independent initiative. A Certified Specialist works directly under the supervision of an administrator.

- 10.2 Except where temporary changes are necessitated by emergencies or unforeseen circumstances, any changes in a job description shall be made and implemented by the administration only after the affected employee(s) and the Association have been notified of such proposed changes and have been given at least ten (10) workdays to consult with the administration prior to the implementation of such changes. Emergencies and unforeseen circumstances shall be as determined by the Superintendent.
- 10.3 The Board will notify the Association of new employment classifications within the District. The Association, upon request, will be provided with relevant information as to the classification and will have the opportunity to meet with the Superintendent and/or Board to discuss whether the classification is to be included in this bargaining unit. Any dispute as to placement in the bargaining unit will be negotiated or submitted to the Vermont Labor Relations Board, at the option of the Association; but the Board may fill positions within that classification and set its initial wages, hours, benefits, and working conditions. If it is agreed or determined that the classification is within the bargaining unit, the parties will meet to negotiate the wages, hours, benefits, and working conditions.

If no agreement is reached, the dispute will be reserved for the next general negotiations unless more than two years remain in the contract term, in which case these matters may be submitted to arbitration. The arbitrator's award, if any, shall not be retroactive.

- 10.4 The Board will notify the Association of the creation of new positions within the Instructional Assistant classification. The Association, upon request, will be provided with relevant information as to the new position and will have the opportunity to meet with the Superintendent or the Board to discuss placement of this position within the Instructional Assistant classification. If it is not agreed that this position should be placed within the Instructional Assistant classification, the District may proceed to place this position in the Instructional Assistant classification and the dispute will be reserved for the next general negotiations unless more than two years remain in the contract term, in which case these matters may be submitted to arbitration. The arbitrator's award, if any, shall not be retroactive.

ARTICLE XI DISCIPLINE AND DISCHARGE

- 11.1 No employee shall be disciplined or discharged without just cause. Except for more serious acts of misconduct, the following progressive discipline process will typically be followed:
- a. Verbal warning
 - b. Written warning
 - c. A three (3) day unpaid suspension.
 - d. A hearing before the Superintendent to determine if a fourth violation occurred. If there was a fourth violation, the employee may receive further discipline up to and including discharge.
- 11.2 A grievance filed by an employee or the Association alleging a violation of this Article of the Agreement shall be filed at Step Four (4) of the Grievance Procedure with the School Board.
- 11.3 Should an employee at Steps (a), (b), or (c) of the progressive discipline procedure not have a further infraction for a period of three (3) years, subsequent disciplinary actions would begin at Step (a). Records of earlier disciplinary actions would remain in the employee's personnel file.

- 11.4 Unless an earlier payment is required by law, an employee who is terminated or voluntarily resigns, his/her employment with the Board shall be paid all monies that are due not later than the second pay day following his/her termination or resignation, or according to other arrangements that are mutually agreed to by the employee and the administration.
- 11.5 An employee shall be entitled to Association representation during any meeting scheduled by the administration to administer discipline or to interview the employee concerning his/her behavior, where disciplinary action is reasonably expected.
- 11.6 Any complaint or accusation made by any person that could result in adverse action against an employee shall be reduced to writing by the administration, shall indicate the complainant or accuser, and shall be promptly investigated by the administration.

ARTICLE XII HOURS OF WORK AND OVERTIME

- 12.1 Each employee who works six (6) hours or more in a day shall be entitled to two (2) rest periods of fifteen (15) minutes each to be scheduled by the school during the employee's workday. Each employee who works at least three (3) but less than six (6) hours in a day shall be entitled to one (1) rest period of fifteen (15) minutes to be scheduled by the school during the employee's workday.
- 12.2 Each employee shall be entitled to a daily, duty-free meal period of at least thirty (30) consecutive minutes during his/her workday of at least six (6) hours. Such time shall be paid if the employee remains on the work premises and is on call at the request of the administration. The noontime meal period shall be scheduled between 10:45 A.M. and 1:15 P.M.
- 12.3 An employee shall work reasonable overtime hours in addition to the regular workday or regular work week. Time and one-half (1½) of the regular straight time rate (as set forth in Appendix A) shall be paid or the equivalent hours of compensatory time if mutually agreed by employee and supervisor, for hours worked in excess of forty (40) hours in any one week, for hours worked in excess of eight (8) hours in any one day, and hours worked on any holiday as hereinafter provided in Article XV in addition to holiday pay. Double time shall be paid for all hours worked on Sunday or the equivalent hours of compensatory time if mutually agreed by employee and supervisor, except in the case of an employee for whom Sunday is a regularly scheduled workday, in which case the employee shall be entitled to double time on the seventh consecutive workday of his/her

work week. Hours paid for but not worked shall be counted in determining overtime pay. Sick leave shall be paid at the employee's straight time rate. Overtime shall not be duplicated by the action of more than one provision of this Agreement. Overtime will be paid based on the pay rate for the type of work performed during the overtime hours for those employees who work at more than one pay rate. Earned compensatory time shall be used within two pay periods of earning it.

- 12.4 Employee "call ins" may only be authorized by the Superintendent, or his/her designee.
- 12.5 Paraprofessionals who agree to substitute for absent teachers shall be paid at their regular rate of pay, or the current substitute teacher rate paid by the District, whichever is greater.
- 12.6 School year employees shall suffer no loss of pay if school opening is delayed or school is dismissed prior to its regularly scheduled closing time and employees are sent home, provided that the lost time will not be rescheduled at a later date.
- 12.7 The administration will, to the greatest extent possible, distribute overtime work as fairly as possible among qualified employees.
- 12.8 On recognized holidays, employees who are assigned to work on such days shall receive one and one-half (1 ½) times their regular hourly rate of pay or the equivalent hours of compensatory time, if mutually agreed by employee and supervisor, for all work performed on such days, in addition to holiday pay. Earned compensatory time shall be used within two pay periods of earning it.
- 12.9 The District agrees to maintain a uniform system by which employees will report their hours.
- 12.10 The District shall have the right to implement a third shift schedule with a ten percent (10%) shift differential.

ARTICLE XIII REPORT-IN PAY

- 13.1 An employee who is scheduled or requested to report for work and who does in fact report for work shall be paid a minimum of half (½) his/her scheduled hours at his/her hourly rate without regard to the number of hours actually worked unless the employee is notified not to report either: (a) prior to the end of his/her shift, exclusive of overtime, the preceding day; or (b) sixteen (16) hours in advance of the time at which he/she is to report in the event that the preceding day is not a workday. In instances where the employee is scheduled or requested to report or work on a Sunday, Section 12.3 shall apply.

ARTICLE XIV WAGES

- 14.1 During the term of this Agreement, each employee shall be paid in accordance with wage rates specified on the wage schedules contained in Appendix A. Across the board increases to the wage schedule will also be given to those employees whose wages are off schedule. New employees may be given credit for prior relevant experience, with limitations so that no more than one (1) year credit on the schedule per two (2) years of prior experience. Credit for prior experience shall be determined by the Superintendent. In no case shall a new employee be placed higher on the wage schedule than a current employee having comparable experience. Each employee shall be paid biweekly on every other Friday, and each employee's biweekly pay shall be subject to deductions as follows:
- a. Federal and state income tax withholding;
 - b. Social security and Medicare; and
 - c. Voluntary Association dues.
- 14.2 Other deductions shall be made upon signed authorization by an employee. On pay dates when school is in session, paychecks shall be delivered and available to employees at the various schoolwork sites. On other pay dates, paychecks may be available at the business office. Employees working on that day will be given time off to pick up their check if they are not delivered to their worksite.
- 14.3 No new employee shall receive his/her first paycheck later than twenty-one (21) days after his/her date of hire. In the event that an employee's paycheck is incorrect, an adjustment shall be made within two (2) working days after the error is brought to the attention of the business office.
- 14.4 Placement on step shall be made on July 1 only, and placement shall be based on prior experience credited at the time of hire and on completed years of service as of July 1 of any given year. Employees hired after the effective date of this Agreement shall be credited with one year's completed service on the subsequent July 1 provided they are hired prior to the preceding March 1st.
- 14.5 Employees shall be paid at their regular or overtime rate of pay for time spent in required District training which may or may not be offered during an employee's regular workday.
- 14.6 Employees, following one (1) calendar year of employment, shall be entitled to reimbursement for job-related training and expenses, approved in advance by the Superintendent, up to the amount which is the equivalent of the then current cost of a

standard three (3) credit course at the University of Vermont. Entitlement to reimbursement shall be conditional upon satisfactory completion of the course or training. Satisfactory completion is defined as a grade of pass or grade of no less than C or its numerical equivalent. The employee shall suffer no loss of compensation during the period of training. Employees scheduled to work fewer than fifteen (15) hours per week are not eligible; employees scheduled to work at least fifteen (15) and up to twenty (20) hours per week shall be entitled to the benefit pro-rated to fifty (50%) percent.

- 14.7 Each school year or full year employee is required to participate in at least two (2) days of training, in-service each school year, or may submit a request for up to two days of training to support District goals. The training shall be determined or approved by the District with consultation with the Association and employees will be notified of the in-service training schedule by August 15th of each year.

ARTICLE XV HOLIDAYS

- 15.1 For calendar year employees scheduled to work at least twenty (20) hours per week, the following nine (9) paid holidays shall be observed:

- Fourth of July
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving
- The Day before Christmas
- Christmas Day
- The Day after Christmas
- New Year's Day
- Memorial Day

In addition, each calendar year employee shall be entitled to five (5) additional paid holidays each year; such days to be scheduled by the employee with the approval of his/her supervisor at least twenty-four (24) hours in advance. Employees in their first year of employment shall accrue one (1) floating holiday for each two (2) full months of service up to a maximum of five (5) floating holidays.

RVTC administration and RVTC Support Staff will jointly research what is the common practice in Vermont schools with regard to Juneteenth as a paid holiday in support staff

agreements.

- 15.2 For school year employees scheduled to work at least twenty (20) hours per week, the following shall be paid holidays:

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day
- Day after Christmas
- New Year's Day
- Memorial Day

In addition to the holidays set forth above, each school year employee may take five (5) paid holidays as "floating holidays." Such "floating holidays" shall be scheduled by the employee. The "floating holidays" shall accrue on the first day of school. Employees in their first year of employment shall accrue one (1) floating holiday for each two (2) full months of service while school is in session to a maximum of five (5) floating holidays. "Floating holidays" shall not accumulate from year to year and may not be taken on a school day.

RVTC administration and RVTC Support Staff will jointly research what is the common practice in Vermont schools with regard to Juneteenth as paid holiday in support staff agreements.

- 15.3 Normally, a holiday which falls on a Saturday or a Sunday shall be celebrated on either the prior Friday or ensuing Monday, and the exact date of celebration, i.e., Friday or Monday, shall be determined by the Superintendent after consultation with the Association. When a holiday falls on a Saturday or Sunday and school is open on both the preceding Friday and the following Monday, the Board may require the staff take the holiday as a "floating holiday" to be scheduled by each employee with the approval of his/her supervisor. Holiday pay hours shall be based upon a full regular workday.
- 15.4 In order to receive holiday pay, an employee shall have worked the scheduled working day preceding and following the paid holiday except an authorized absence from work under another provision of this Agreement shall be deemed a day worked for the purposes of this section.
- 15.5 Calendar year employees shall report to school on district wide emergency closing days.

School year employees shall not report on such days. The actual reporting time of all employees may be delayed due to abnormal traveling conditions. A regular shift shall be worked from the reporting time.

ARTICLE XVI VACATIONS

- 16.1 On July 1st of each year, each calendar year employee scheduled to work at least twenty (20) hours per week shall become entitled to a paid vacation based on the length of his/her continuous employment as follows:

Length of Employment	Vacation
6 months but less than 1 year	5 workdays
1 year but less than 5 years	10 workdays
5 years but less than 10 years	15 workdays
10 years but less than 15 years	20 workdays
15 years or more	25 workdays

- a. For purposes of this Section, a workday shall be one-fifth (1/5th) of the number of hours in the employee's regular work week and shall be paid at the straight time hourly rate. Any employee who is normally scheduled for more than a five (5) day work week shall not report to work on the sixth (6th) day following a vacation period of five (5) consecutive workdays.
- b. Furthermore, on July 1 of the fiscal years in which the fifth (5th) tenth (10th), and fifteenth (15th) year anniversaries of continuous employment occur, each calendar-year employee will be entitled to an additional number of vacation days (rounded to the nearest half (1/2) day) proportional to the amount of time remaining in the fiscal year after the anniversary date (for example, November 1st anniversary date: $[8 \text{ months remaining} / 12] \times 5 \text{ days} = 3.5 \text{ additional vacation days}$).
- c. Employees whose length of employment is less than six (6) months as of July 1st of their first year of employment shall accrue vacation at a rate of one (1) day for every thirty-seven (37) calendar days of employment prior to July 1st of the first year.

- 16.2 Requests for vacation will be made to the Superintendent or Principal, or their designers, at least fifteen (15) days prior to the first day of the period requested. Notice of approval or disapproval shall be given, in writing, within seven (7) days following receipt of a request. Vacation requests that have not been denied within this seven (7) day period shall be deemed approved. Notwithstanding the above, requests for vacation during the five (5) weekdays prior to the first day of school for students shall be denied except for special circumstances approved by the Superintendent, in their sole discretion. Requests for vacation periods of two (2) days or less shall be made, in writing, to the Superintendent, Principal, or their designee at least twenty-four (24) hours in advance of the days requested.
- 16.3 In case of a conflict in scheduling vacations, preference will be given to the employee with the greater seniority. For purposes of this Section only, seniority shall be determined first within the job classification and second, in case of conflict caused by two or more employees with different classifications, within the District.
- 16.4 Not more than ten (10) unused vacation days may be accumulated from prior years.
- 16.5 Any employee whose employment is terminated for any reason shall be paid for all vacation and holiday time to which he/she is entitled but which he/she has not taken at the time of his/her termination. Such payment shall be part of the employee's final wage payment and, in the case of termination by virtue of the employee's death, shall be paid to his/her estate.

ARTICLE XVII LEAVES OF ABSENCE

- 17.1 **ABSENCE LEAVE:** Employees scheduled to work at least twenty (20) hours per week shall be entitled to paid leave for absences due to personal illness, physical disability, including disabilities relating to or resulting from pregnancy, obtaining medical services, family illness, death or bereavement, religious observance and personal business which can't be conducted during non-working hours. Absence due to personal business cannot be used to extend a holiday, a vacation, or a school recess period without prior approval of the Superintendent. Furthermore, absence days may not be used for the purpose of engaging in other paid employment, except as otherwise provided by this Agreement or with the prior approval of the Superintendent.
- a. During the first school year of employment, a school-year employee shall accrue absence days at the rate of one and a half (1½) days per full month worked from September through June, and calendar-year employees shall accrue absence days

at the rate of one and a quarter (1¼) days per full month worked from July through June. After the first full or partial year of employment, school-year and calendar-year employees shall be credited with the annual allotment of absence days as provided in 16.1 © or 16 (d).

- b. Nothing herein shall be so construed so as to grant an absence day for personal business for the purpose of picketing a school district.
- c. Calendar year employees shall be granted fifteen (15) paid absence days per year, cumulative to a maximum of one hundred twenty-five (125) days. After completion of the first twenty-five (25) days of employment a probationary employee may borrow up to four (4) of the fifteen (15) additional days he/she will accumulate in the first year for cases of serious illness as determined by the Superintendent or his/her designee.
- d. School year employees shall be granted fifteen (15) paid absence days per year, cumulative to a maximum of one hundred (100) days. After completion of the first twenty-five (25) days of employment a probationary employee may borrow up to four (4) of the fifteen (15) additional days he/she will accumulate in the first year in cases of serious illness as determined by the Superintendent or his/her designee.
- e. An employee who does not use any absence days during their scheduled work year shall receive a one hundred (\$100) dollar perfect attendance bonus. Such compensation may be paid as part of the first paycheck received in the month of August.
- f. The Superintendent may require a doctor's written certification of illness or disability after three (3) consecutive absence days are used. In the event the Superintendent believes a questionable pattern of absences of an employee exists, he/she may require written certification for such absences.
- g. School year employees shall be given written notice of their accumulated absence days with their first paycheck in October of each school year. Calendar year employees shall be given written notice of their accumulated absence days with the second paycheck in July of each year.
- h. As much notification of absence shall be given to the employee's building Principal or his/her designee as circumstances will allow, with the exception being for personal illness and unforeseen personal disability. When using an

absence day before or after a vacation or school recess the employee must specify the reason for that absence. In the event of an illness or physical disability for which an employee is unable to work and is paid benefits under the Worker's Compensation Act, the Board shall pay to such employee the difference between his/her salary and benefits received under the Worker's Compensation Act up to the limits of the employee's accumulated absence days for the duration of such absence. In such cases, the employee shall only have absence days deducted based upon the District's pro-rata cost.

- 17.2 **CHILD CARE LEAVE:** An employee shall be granted unpaid child care leave for a period not to exceed twelve (12) months provided, however, that the employee shall give written notice to the Superintendent of his/her intention to take child care leave at least two months prior to the date upon which he/she intends to begin such leave of absence. The notice shall also set forth the date up to which said leave is to commence and the date upon which the employee intends to return to work.
- 17.3 **OTHER LEAVES:** Leave for any and all other reasons with or without pay may be granted at the discretion of the Superintendent.
- 17.4 **FAMILY MEDICAL LEAVE:** Except as required by the State or Federal Family Medical Leave Acts, an employee on a non-paid leave of absence shall have the option to remain on all School District provided insurance programs, where allowable by law or the carrier, by contributing thereto the amount required for said payment. It is understood that the district will accrue no such liability for said payment, and benefits will be cancelled if timely payments are not made. Prior to starting unpaid leave, an employee will assume responsibility for timely payments for each benefit.
- 17.5 **FMLA AND OTHER LEAVES:** Leaves under the provisions of this Agreement which are eligible for coverage under the Family and Medical Leave Act (FMLA) or PFMLA shall run concurrent as both FMLA/PFMLA and contractual leave, and the more liberal provisions shall apply.
- 17.6 **RETIREMENT REIMBURSEMENT:** Upon retirement with fifteen (15) years of service for the District an employee will be compensated for all accumulated absence days at the rate of thirty dollars (\$30) per day.
- 17.7 **JURY LEAVE:** An employee who is summoned to serve as a juror or who is subpoenaed as a witness shall be granted a leave of absence for such duty. For each day of duty, an employee shall be paid for his/her regular scheduled work hours, including overtime, provided the employee reimburses the Board the full amount of compensation, exclusive

of expense reimbursement, paid to the employee in connection with jury duty or his/her appearance as a witness. As a condition of receipt of his/her regular wages, the employee may be required to sign a document formally assigning to the Board sums due the employee for jury duty or appearance as a witness. In no case, however, shall the employee be obligated to reimburse the Board more for any day than the employee's gross wage to be paid by the Board for that day.

- 17.8 **MILITARY LEAVE:** The Districts agree to comply with Federal or State laws regarding Military Leave, reinstatement to a position, and the right to wages and benefits after the conclusion of the leave.

ARTICLE XVIII INSURANCE BENEFITS

- 18.1 **HEALTH INSURANCE BENEFITS:** All employees working at least seventeen and a half (17.5) hours per week shall be eligible to participate in the following insurance plans on the first of the month following their first workday. Employees who do not meet the minimum number of working hours restriction may participate in the Health plan at their own expense. Employees working on a regular schedule of at least seventeen and a half (17.5) hours and not more than twenty-five (25) hours per week shall have a prorated amount of the premium in the major medical health insurance plan set forth below, paid by the Board. The actual commencement of participation in an insurance plan for an employee shall be subject to the applicable rules and regulations of the individual insurance carriers.

Beginning January 1, 2021:

- 18.2a All health insurance benefits set forth are as required by the arbitration award and the resolution of negotiations by the Commission on Public School Employee Health Benefits pursuant to the provisions of 16 V.S.A. §§ 2101-2108.
- 18.2b All participating employees who are eligible for coverage will be able to select one of the four plans offered by the Vermont Education Health Initiative (VEHI): Platinum, Gold, Gold Consumer-Driven Health Plan (CDHP) or Silver CDHP.
- 18.2c All public-school employees who work on average a minimum of 17.5 hours per week during the school year or calendar year shall have the right to enroll in a health benefit plan with an employer subsidy to pay for premium and out-of-pocket (OOP) costs. Employees may elect coverage for themselves, their spouses, domestic partners and other

qualified dependents from any of the four (4) tiers (e.g., single, two-person, parent/child[ren] and family) in any of the four (4) plans (e.g., Platinum, Gold, Gold CDHP or Silver CDHP) offered by VEHI. The spouses of employees shall include those by marriage, domestic partnerships, or civil unions.

- 18.2d Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions toward premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made in full and not pro-rated.
- 18.2e Employees will not be subject to a probationary period before being permitted access to health insurance coverage for which they are eligible. Health insurance coverage for new employees or employees newly eligible for health insurance coverage will start at the earliest possible date consistent with current VEHI/Blue Cross Blue Shield of Vermont (BCBSVT) enrollment rules.
- 18.2f An employee seeking to obtain benefit coverage for the employee's domestic partner and the child (ren) of that domestic partner must satisfy the following criteria and submit the attached affidavit to the district business office.
- 18.2g Domestic Partner/Child(ren) of Domestic Partner: The employee and the domestic partner are each other's sole domestic partner and have been in an exclusive and enduring domestic relationship sharing a residence for not less than six consecutive months before enrolling in their school district's health benefit plan; and The employee and the domestic partner are 18-years old or older; and Neither the employee nor the domestic partner is married to anyone; and The employee and the domestic partner are not related by blood closer than would bar marriage under Vermont law; and The employee and the domestic partner are competent to enter into a legally binding contract; and The employee and the domestic partner have agreed between themselves to be responsible for each other's welfare. The employee may be required to produce documentary evidence in support of a Domestic Partnership affidavit and is required to notify their employer within thirty (30) days after the termination of a Domestic Partnership.
- 18.2h Child[ren] of Domestic Partner: The child[ren] otherwise meets the eligibility criteria for dependent child[ren] under the eligibility provisions for school health benefit coverage; and The child[ren] can be, and is, claimed as a dependent by the employee and/or the domestic partner for federal income tax deduction purposes; and The child[ren] resides with the employee and the domestic partner; and The employee and the domestic partner have agreed between themselves to be jointly responsible for the child's welfare.

- 18.2i Duration of Insurance Availability: The health insurance offered as required by the arbitration award and the resolution of negotiations by the Commission on Public School Employee Health Benefits pursuant to the provisions of 16 V.S.A. §§ 2101-2108 shall be co-terminus with a covered employee's status as an eligible educational employee and will terminate when such status terminates. Nothing herein, however, is intended to affect a former employee's rights under COBRA or to adversely affect a district or the applicable bargaining unit from negotiating continuing responsibility for COBRA payments in connection with any separation from employment.
- 18.2j The premium split for support staff will be status quo in the separate districts through December 31, 2021, but in no case shall exceed twenty (20%) percent of Gold CDHP or Silver CDHP plan for any tier of coverage. Beginning on January 1, 2022, all support staff who are not at the 20% premium contribution level will increase the employee contribution by not more than two (2%) percentage points, not to exceed twenty (20%) percent for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.
- 18.2k Out-of-Pocket Cost Sharing: Employers and Employees
- a. For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of-pocket (OOP) costs with first dollar contributions through a HRA in the following amounts: \$2,200 for single-tier coverage and \$4,400 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP any other VEHI plan. For employees enrolled in the VEHI Silver CDHP, employers will pay medical and pharmacy OOP costs with first dollar contributions through an HRA or HSA, at the individual employee's discretion, in the following amounts: \$2,200 for a single tier and \$4,400 for all other tiers.
 - b. Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions toward premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made in full and not pro-rated.
 - c. Health insurance coverage for new employees or employees newly eligible for health insurance coverage will start at the earliest possible date consistent with current VEHI/Blue Cross Blue Shield of Vermont (BCBSVT) enrollment rules.

- 18.21 Employees Under Part-time Contract in Two or More Districts/Supervisory Unions:
- a. Cost Sharing: Employees who have part-time contracts with multiple school district employers, but who meet the minimum eligibility standards hereof on the basis of all such contracted for work, shall be eligible for health insurance coverage according to this Document (“Eligible Employee with Multiple Employers”) as follows: Each district will bear a proportional premium, OOP and administrative fees sharing responsibility equal to the part time percentage of the employee’s contract. For example, if district “A” has a 60% employment contract/relationship with the school employee, District “A” will be responsible for 60% of the total district costs sharing responsibility set forth herein.
 - b. Plan administration for Multiple District Employee: For an Eligible Employee with Multiple Employers, administration of the employee’s health insurance benefits will be the primary responsibility of the district with the largest contractual relationship. In the event two or more districts have identical contractual relationships with the employee, the district that first employed the employee will have responsibility of administering the employee’s insurance benefits.
 - c. Transfers Between Educational Employers: If an Eligible Employee with Multiple Employers transfers between two employers bound by this Document during the course of any one calendar year the employee’s coverage under the plan shall remain unchanged. However, the employer obligations under this Document shall be appropriately pro-rated between the two employers and the new employer shall take on applicable administrative responsibilities.
- 18.3 The Board shall provide an IRS 125 Plan for employees who elect to make their health insurance premium payments, other medical expenses, and child-care expenses on a tax-sheltered basis.
- 18.4 PAYMENT IN LIEU: As of the passing of H.81 Act 7 on April 8, 2021: In no case shall a school employee receive cash in lieu of receipt of healthcare benefits from one school employer while simultaneously receiving health care benefits from the same or another school employer. (g) Accommodations shall be made for school employees whose workload is shared between more than one school employer, and who may not otherwise qualify for health care benefits from only one school employer. The affected school employers shall determine the proportionate portion of the shared costs of the health benefits.

- 18.5 DENTAL BENEFIT: Board paid single, two-person, or family membership in the Northeast Delta Dental Insurance Plan No. 797 or other mutually agreed upon equivalent plan which provides equal or superior benefits. The maximum annual benefit for the dental insurance plan shall be one thousand two hundred (\$1,200) dollars.
- 18.6 LIFE INSURANCE BENEFIT: Board Paid Group Life Insurance of \$25,000 face value per employee.
- 18.7 SHORT TERM DISABILITY BENEFIT: All employees shall be eligible to participate in the District's short-term group disability insurance plan at their own expense provided the minimum weekly twenty (20) hours of scheduled employment are met.
- 18.8 OTHER BENEFITS: Employees eligible under plan standards shall be eligible to participate or be covered by the following insurance or benefits plans:
- a. Worker's Compensation Insurance
 - b. Unemployment Compensation Insurance
 - c. Social Security
 - d. Vermont Municipal Employees Retirement System
- 18.9 RETIREMENT BENEFIT: An employee with twenty (20) or more years of service to the District who retires and receives a pension shall receive a retirement benefit from the District of four thousand two hundred and fifty (\$4,250) dollars which shall be made to the employee's 403(b) account in accordance with the District's 403(b) Plan. Such a contribution shall be made on or about July 1st following the employee's retirement. The word retirement as used in this Section of the Agreement shall be defined as receiving a Vermont Municipal Employees Retirement System pension.) This retirement benefit will no longer be available for current employees with less than twenty (20) years of service with the District.
- New hires and current employees of the District are eligible to receive up to a 3% contribution match of the employee's base salary by the District into a 403(b) plan, or an equivalent tax-sheltered plan of the employee's choice if the plan meets the criteria established by the District for tax-sheltered offerings.
- 18.10 LONG-TERM DISABILITY BENEFIT: The Board shall provide a long-term disability insurance plan which provides at least two thirds (2/3) of an employee's salary in the event of a disabling illness or injury until the employee reaches age sixty-five (65). Payment for such coverage shall commence after ninety (90) days of disability. Employees working at least twenty (20) hours per week will be covered, within the

discretion of the carrier. Employees who are eligible for LTD coverage shall apply for coverage as early as possible so that LTD benefits will begin at the completion of the ninety (90) day waiting period. Sick leave may be used by an employee during the waiting period before coverage takes effect. While collecting disability, sick leave may not be used, and any sick leave advanced for periods later covered by disability payments shall be reimbursed to the district. Policy provisions supersede the language of this section, and exclusions, definitions, and appeal procedures shall be in accordance with the policy; all disputes over such matters shall be resolved in accord with the policy procedures. After an employee has been receiving a combination of sick leave and LTD benefits for a period of twelve (12) consecutive months, the District will no longer be responsible for contributing towards insurance premiums costs for any insurance plan provided pursuant to this Agreement.

- 18.11 403B BENEFIT: The Board shall allow payroll deductions for an employee's Section 403 (b) supplemental retirement plan as specifically authorized in writing by the employee.

ARTICLE XIX MISCELLANEOUS

- 19.1 Copies of this Agreement shall be printed, at the expense of the Board, within sixty (60) days after the Agreement is signed, and a copy of the Agreement shall be presented to all current and future employees.
- 19.2 Except as set forth in this Agreement there are no other contractual agreements except as may be executed in writing by both parties hereafter.
- 19.3 If any provision of this Agreement or the application thereof to any employee or group of employees is held to be contrary to law by a court of competent Jurisdiction, such provision shall be deemed separate, distinct, and independent from the remainder of the Agreement, and such invalidity shall in no way affect the validity of the remainder of this Agreement which shall continue in full force and effect.
- 19.4 All written notices hereunder to the Board, except as otherwise specifically provided herein, shall be addressed to the Board, care of the Superintendent/Director of the River Valley Technical Center, 307 South Street, Springfield, VT 05156. All written notices hereunder to the Association, except as otherwise specifically provided herein, shall be addressed to the President, Springfield School Staff Association, at his/her then current address. Either party, by written notice to the other, may arrange the address to which future written notices to it shall be given.

ARTICLE XX PERSONNEL FILES AND EVALUATION

- 20.1 An employee shall have the right, upon request, to review the contents of his/her Central Office personnel file and to receive copies of any documents contained therein. Requests shall be made not later than the workday before such review. The Central Office personnel file shall be considered the file of record for all purposes.
- 20.2 An employee shall receive a copy of any derogatory material placed in his/her personnel file, and he/she shall have the right to respond to such material, in writing, for inclusion in his/her file. As evidence of receipt of said material, the employee shall be asked to sign the document to be filed. If the employees' signature is not given when initially requested, the Association representative shall sign the document; and the signature of the Association representative on the document shall be evidence of the receipt of the document by the employee.
- 20.3 During the review of the contents of his/her personnel file, an employee shall be entitled to be accompanied by an Association representative.
- 20.4 Each employee shall be evaluated at least annually during their first and second years of employment, and at least every three (3) years thereafter at the discretion of the District. Evaluations shall be in writing. Each employee shall be entitled to a copy of any such evaluation within five (5) days of its completion and prior to its inclusion in the employee's personnel file. Within ten (10) days of receipt of an evaluation, an employee shall endorse the original of the evaluation indicating he/she has reviewed the same, and he/she may attach thereto a written rebuttal or statement as to matters contained therein. If the employee refuses to endorse the original, the administrator preparing the report shall note there. Within ten (10) days of the employee's receipt of the administrator's evaluation, a conference will be held between the employee and the administrator who prepared the evaluation.

**ARTICLE XXI
DURATION**

21.1 This Agreement shall be effective as of 12:00 A.M. on July 1, 2023 and shall continue full force and effect until 12:00 PM June 30, 2026 and from year to year thereafter, unless written notice of its intention to terminate or modify this Agreement is given by either party to the other on or before April 1st 2023, or, in the event of its continuance thereafter, on or before October 1st of any year thereafter.

W 1/10

River Valley Technical Center Board of School Directors

6/28/2023

Date

Dutchess Creston Ward

Springfield School Staff Association

6/28/2023

Date

APPENDIX A-1

RIVER VALLEY TECHNICAL CENTER SPRINGFIELD, VERMONT UNION SUPPORT STAFF 2023 – 2024 SALARY SCHEDULE

4.5% Increase

STEP	GRADE	GRADE	GRADE	GRADE	GRADE	GRADE	GRADE
	1	2	3	4	5	6	7
2	\$17.77	\$18.38	\$18.59	\$19.52	\$20.71	\$22.72	\$24.71
3	\$18.20	\$18.84	\$19.05	\$19.97	\$21.17	\$23.25	\$25.32
4	\$18.63	\$19.27	\$19.48	\$20.38	\$21.58	\$23.76	\$25.95
5	\$19.07	\$19.69	\$19.90	\$20.83	\$22.04	\$24.21	\$26.38
6	\$19.51	\$20.14	\$20.14	\$21.26	\$22.47	\$24.65	\$26.83
7	\$19.93	\$20.56	\$20.56	\$21.67	\$22.89	\$25.04	\$27.24
8	\$20.35	\$20.97	\$21.18	\$22.09	\$23.30	\$25.49	\$27.66
	Grade #1	Grade #2	Grade #3	Grade #4	Grade #5	Grade #6	Grade #7
	Clerk	Custodian	ODP Program Pareducator	Nurse Secretary		Registrar	Certified Specialist
	Lead Group Leader	Secretary		Maintenance 1	Instructional Assistant		
		Instructional Pareducator	Lead Custodian		Maintenance 2		
					Site Director		
					Building Secretary		

\$500 longevity stipend to be paid annually to employees who have been continuously employed at RVTC for fifteen (15) years or more at the end of the school year thereafter.

RIVER VALLEY TECHNICAL CENTER SCHOOL DISTRICT
Springfield, Vermont

APPENDIX B
GRIEVANCE FORM

TO: _____
(Supervisor)

DATE OF OCCURRENCE: _____

DATE FILED: _____

NATURE OF GRIEVANCE:

CONTRACT PROVISION(S) VIOLATED: _____

REMEDY OR ADJUSTMENT SOUGHT:



GRIEVANT: _____
(Print Name)

SIGNATURE: _____