

# Collective Bargaining Agreement

July 1, 2023 – June 30, 2026

For the Hartford District Support Staff Unit

## TABLE OF CONTENTS

AGREEMENT		3
ACKNOWLEDGEMENT OF ARBITRATION		3
ARTICLE I	UNION RECOGNITION	3
ARTICLE II	DEFINITIONS	4
ARTICLE III	NEGOTIATIONS PROCESS	4
ARTICLE IV	BOARD RIGHTS	5
ARTICLE V	DUES DEDUCTIONS AND ASSOCIATION PRIVILEGES	6
ARTICLE VI	REDUCTION IN FORCE/SENIORITY ACCRUAL	7
ARTICLE VII	EMPLOYEE RIGHTS	9
ARTICLE VIII	GRIEVANCE AND ARBITRATION PROCEDURES	12
ARTICLE IX	HOURS OF WORK, WORK YEAR AND OVERTIME	15
ARTICLE X	CONTRACT RENEWAL	17
ARTICLE XI	COMPENSATION	18
ARTICLE XII	HOLIDAYS	19
ARTICLE XIII	LEAVES AND ABSENCES	20
ARTICLE XIV	VACATION	25
ARTICLE XV	SEVERABILITY	26
ARTICLE XVI	NO STRIKE CLAUSE	26
ARTICLE XVII	BENEFITS	26
ARTICLE XVIII	NOTICE UNDER AGREEMENT	29
ARTICLE XIX	FINAL RESOLUTION	29
ARTICLE XX	FAIR PRACTICES	29
ARTICLE XXI	NECESSITY OF VOTER APPROVAL	29
ARTICLE XXII	DURATION OF AGREEMENT	30
SIGNATURE PAGE		31
APPENDICES A.1 – A.3 WAGES		32
APPENDIX 2	PROVISIONS OF EMPLOYEE HEALTH CARE	35

## **AGREEMENT**

This agreement is herein entered into by and between the Hartford School Board, hereinafter to be known as the "Board," and the Hartford Education Association/Support Staff Unit, hereinafter known as the "Association."

### **ACKNOWLEDGEMENT OF ARBITRATION**

In accordance with 12 V.S.A. §5652(b), the Board and the Association understand that this agreement contains an agreement to arbitrate. After signing this Agreement, the Board and the Association understand that they will not be able to bring a lawsuit concerning any dispute that may arise that is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any dispute to an impartial arbitrator in accordance with the provisions contained in Article 8.

### **PREAMBLE**

The collective goal of the Hartford School Board and the Hartford Education Association/Support Staff Unit is to provide the best learning opportunities for our students. To this end, we understand that collaboration and mutual respect are essential. The School Board and Hartford Education Association/Support Unit will foster an environment where members of the bargaining unit, other district employees and administrators work together to move the district forward.

Both parties value, seek and commit to building mutual trust and a positive, professional working environment. We affirm that initiatives, change, and new opportunities for students are most likely to succeed when developed collaboratively with input from all stakeholders and an understanding and respect for the interests of all parties before moving forward. We pledge to work together respectfully with an understanding that all stakeholders share a mutual interest in providing the best education to all students and a work environment that is fair and respectful.

### **ARTICLE I - UNION RECOGNITION**

1.1 The Board hereby recognizes the Association as the sole and exclusive representative of its employees (as defined below), for the purpose of collective bargaining, pursuant to Title 21, Sections 1721-1734 of the Vermont Statutes Annotated, of a unit consisting of all secretaries and clericals (excluding those in the Central Office, or who work for a Central Office administrator), all custodial and maintenance employees (excluding the Director of Buildings and Grounds), nurses' assistants, job trainers, employment specialists, technology technicians and all paraeducators (excluding those temporary employees hired as tutors, but not

excluding full-time tutors) employed by the Board. The terms "employee" or "members of the bargaining unit" as used in this Agreement applies to all full- and part-time staff occupying the classifications noted in 1.1, but excluding administrators, professional employees and supervisors, as defined in Title 21, Sections 1721-1734 of the Vermont Statutes Annotated. Temporary Employees: Individuals hired during the District's summer recess for a period not to exceed ninety (90) consecutive days to perform maintenance or facility-related jobs will not be considered members of the bargaining unit. Paraprofessionals hired during the summer recess will also not be considered members of the bargaining unit.

## **ARTICLE II - DEFINITIONS**

2.1 Any reference in this Agreement to the "Board" or "District" shall be read to include members of the Administration to whom the Board has delegated authority to act on any specific issue. Any reference to the "Superintendent" will include other members of the Administration to whom the Superintendent has delegated authority to act.

2.2 Unless otherwise specified, "days" shall mean employee calendar.

2.3 Whenever the singular is used in this Agreement, it is inclusive of the plural.

2.4 Full time, full year employees are those regularly scheduled to work 2,080 hours or more per year and 12 month secretaries who are regularly scheduled to work 1,820 hours or more per year.

Part time, full year employees are those regularly scheduled to work less than 2,080 hours per year or 12 month secretaries who are regularly scheduled to work less than 1,820 hours per year.

Full time, school year employees are those regularly scheduled to work 1,050 hours, or more during the school year. Part time, school year employees are those regularly scheduled to work less than 1,050 hours during the school year.

Full time IT employees are those employed in technology support positions who are regularly scheduled to work at least 1,860 hours per year

Part time IT employees are those employed in technology support positions who are regularly scheduled to work less than 1,860 hours per year.

For the purpose of this section the word 'year' means July 1 through June 30.

## **ARTICLE III - NEGOTIATIONS PROCESS**

3.1 No earlier than September 15 of the school year in which this agreement expires, and not later than October 15, the Board agrees to begin negotiations with the recognized

Association legally certified to represent the support staff, in order to arrive at a successor contract. All negotiations shall be conducted in accordance with and pursuant to Title 21, Chapter 22 Vermont Statutes Annotated. During negotiations the Board and the recognized association shall present relevant data, exchange points of view, and make proposals and counter proposals.

- 3.2 The Board shall make available to the Association for inspection all public records of the Hartford School District. Support staff shall provide the Superintendent, on behalf of the Board, with official pertinent data as they/them shall require. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations. The Board agrees not to negotiate or otherwise deal with any organization other than the Association identified in this contract during the duration of the Association's legal certification.
- 3.3 In the event of a multi-year contract the Board agrees to enter into negotiations with the Hartford Education Association in all matters agreed upon as negotiable on a yearly basis during the existence of this contract. Such items will be noted under the article Duration of Agreement.

#### **ARTICLE IV - BOARD RIGHTS**

- 4.1 It is herein agreed that, except as specifically and directly modified by the express language in a specific provision of this Agreement or otherwise mutually agreed to, in writing, between the parties, the determination of educational policy, the operation and management of the schools, and the control, supervision, and direction of the staff are vested exclusively in the Board. By way of example, these rights shall include, but shall not be limited to, the sole discretion and authority to:
- A. establish the curricula, methodology and standard for teaching;
  - B. plan, direct, schedule, assign, transfer and control work assignments and duties;
  - C. establish evaluation criteria and processes;
  - D. establish and modify the schedules for and length of the work year, school year and work day of employees;
  - E. establish and modify payroll schedules and methods for recording employee attendance and punctuality;
  - F. determine the means, methods, processes, materials and equipment necessary to deliver the services provided by the District, including the subcontracting of bargaining unit work;

- G. create, revise and eliminate positions;
  - H. hire and demote;
  - I. discipline, suspend, discharge and not re-employ employees;
  - J. establish, modify, implement, and enforce District policies, and personnel work rules and regulations not in conflict with the terms of this Agreement.
- 4.2 The Board's exercise of any retained right or function in a particular manner shall not preclude the Board from exercising the same right or function in any other manner which does not expressly violate a specific written provision of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.
- 4.3 With regard to the Board's right to subcontract bargaining unit work (as noted in 4.1), if the Board exercises this right, it agrees to bargain with the Association as to the impact such subcontracting will have on bargaining unit members affected by the subcontracting. However, it is understood that the Board may implement its decision to subcontract bargaining unit work prior to the completion of such impact bargaining.

#### **ARTICLE V - DUES DEDUCTIONS AND ASSOCIATION PRIVILEGES**

- 5.1 A support staff member (employee) who is a member of the Association shall have the right to automatic membership dues deductions. Upon receipt of a signed authorization to commence automatic membership dues deductions from the employee, the Board shall, as soon as practicable and in any event, not later than 30 calendar days after receiving the authorization, commence withholding from the employee's wages the amount of membership dues certified by the Association. The Board shall transmit the amount withheld to the Association on the same day as the employee is paid. Nothing in this Article shall be construed to require the employee to participate in automatic dues deduction.

The Association shall indemnify the District and hold it harmless against any and all claims, demands, suits, attorney's fees, costs or other forms of liability that may arise out of, or by reason of, any action taken by the District for the purpose of complying with the provisions of this section.

- 5.2 **Indemnification**: The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board in reliance upon written statements by

Union representatives or by reason of any action taken by the Board for the purpose of complying with this Article.

- 5.3 Association Business: Provided such activities do not occur during the employee work day (except for specified duty-free time), duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided the conduct of said business does not interfere with the teaching of students, an employee's duties, or normal school operations. It is specifically understood and agreed that employees shall not discuss with students any issues related to their terms and conditions of employment or the collective bargaining relationship between the Board and Association.
- 5.4 Use of Facilities: Provided such use does not occur during the employee workday (except for specified duty-free time), the Association shall have the right to use such facilities and equipment as are normally available for employee use within the school provided such use does not interfere with the teaching of students or interrupt normal school operations. Any cost for repair or replacement of equipment or materials as the result of such use will be borne by the Association. The Association shall also reimburse the District all actual usage/material costs such as copies, telephone calls, faxes, etc.
- 5.5 Posting of Notices: The Association shall have the right to use an area in the school, as designated by the Principal, for the posting of notices of its activities and matters of Association concern provided such notices do not portray such institutions/individuals in a derogatory or disrespectful manner.
- 5.6 Use of Mailboxes: The Association shall have the right to place notices, circulars and other materials in employees' mailboxes.

#### **ARTICLE VI - REDUCTION IN FORCE/SENIORITY ACCRUAL**

- 6.1 Seniority: Seniority will be computed from the beginning of an employee's most recent period of continuous employment with the District in a bargaining unit position. [Note: This shall include employment prior to the certification of the bargaining unit in a position that is currently included in the unit.] Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence, or by layoff, but such time will not be counted in computing seniority.
- 6.2 Staff Reduction & Recall Procedure: In the event that the Board finds it necessary to either eliminate positions, or to reduce the hours of a position by more than three (3) hours per week, it will:

- A. Provide an opportunity for discussion regarding such eliminations with the Association prior to a final decision being made, it being understood that the Board shall make the sole and final decision, and such decision by the Board shall not be subject to the Grievance and Arbitration Provisions of this Agreement.
- B. The Association shall be notified in writing of any contemplated support staff personnel layoffs as early as practicable.
- C. When a member of the support staff is laid off, they/them will be notified as soon as possible following notice to and the discussion with the Association as provided in this section. However, if the District's budget is rejected at the annual meeting, the Board shall have the right to lay off employees even if not previously contemplated. If the Board does lay off employees after a budget rejection each employee being laid off shall be notified of their layoff up to and including the tenth (10) work day after the District's annual meeting.
- D. No support staff employee will be laid off under the provision of this Article if the reduction in staff can be accomplished by normal staff turnover.
- E. Criteria for determining which employees shall be affected shall include, but not be limited to, seniority, skills, professional training and job performance as determined by the Superintendent. For the position of individual assistant, the criteria for determining which employee shall be affected shall include but not be limited to, seniority, skills, professional training, and job performance which are student specific as determined by the Superintendent.
- F. Affected employees who maintain a current address with the Superintendent's office shall be entitled to recall rights to an open position (for which he or she is qualified and has the requisite skills and abilities as determined by the Superintendent) for up to eighteen (18) months immediately following the date on which said employee was laid off. Notice of recall shall be made by certified mail, return receipt requested, sent to the last address provided to the District by the employee.
- G. Employees recalled from layoff must respond by contacting the school official identified in the notice within five (5) business days of delivery of the notice of recall. A failure to respond within the five (5) business day limit shall result in a waiver of the employee's recall rights. A support staff employee rehired under the provisions of this Article shall have all previously accrued benefits (including



seniority), as of the time of their layoff, reinstated as of the date they/they returns to active employment.

## **ARTICLE VII - EMPLOYEE RIGHTS**

- 7.1 Just Cause: Once an employee has completed their probationary period, they/they shall not be disciplined, reprimanded, suspended, reduced in compensation, or discharged without just cause.
- 7.2 Separation Payments/Deductions: The Board shall pay all monies owed an employee on the next payday following a resignation; and shall pay all monies owed within seventy-two (72) hours in the event an employee is discharged. The employee's final paycheck shall be subject to all normal and authorized payroll deductions.
- 7.3 Personnel File Review: Employees covered by this Agreement will have the right, upon request, to review the contents of their personnel file and to make copies of any documents contained therein. An employee will be entitled to have a representative of the Association accompany him/her during such a review. Once each fiscal year, an employee will have the right to indicate those documents and/or other materials in their file that they/they believes to be irrelevant or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent of Schools, and if the Superintendent agrees, they will be removed from the file and destroyed.
- 7.4 Personnel File Documents: No material derogatory to an employee's conduct, services, character or personality will be placed in their personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that they has had the chance to review such material by affixing their signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have a right to submit a written answer to such material and their answer will be attached to the file copy.
- 7.5 Official Personnel File: The District shall maintain only one official personnel file for each employee, and said files shall be stored exclusively at the central office of the supervisory union.
- 7.6 A. Job Descriptions: The Administration will make a good faith effort to finalize all support staff job descriptions and post them on the Hartford School District web site. Each employee shall be provided a copy of their job description at the time an offer of employment is made or at the time he or she moves from one job classification to another. Said job description shall include an outline of all the

employee's primary work duties and the position of the person(s) responsible for supervising and evaluating the employee. Upon a change of position within the District, employees will retain all accumulated benefits and seniority. This does not pertain to decisions regarding starting salary.

- B. Evaluations: The Administration shall evaluate the performance of each employee in the bargaining unit on an annual basis. Evaluators shall include the immediate supervisor and may include other supervisory personnel. Employees may be required to submit a self-evaluation as part of the process. Employees will receive a copy of the performance evaluation. Evaluations will normally be completed no later than March 15, and a conference including the support staff member and the evaluator(s) will be scheduled on or before March 30. Following the meeting the evaluation will be finalized, signed by the supervisor(s) and the employee and placed in the employee's personnel file.

Should the evaluation reflect unsatisfactory job performance the support staff member will be placed on warning status for a specified period of time not less than thirty (30) days with a written plan of improvement. The warning status may be ended prior to the stated deadline if the employee is unwilling or unable to address the performance issues noted in the evaluation. During the warning period the supervisor will meet with the employee periodically and provide written and oral feedback on the employee's progress. The employee will be evaluated at the end of the warning period. Recommendations to terminate employment based on unacceptable job performance will be referred to the Superintendent of Schools. Staff members will have ten (10) working days to request a meeting with the Superintendent for the purpose of reviewing the performance evaluation and recommendation of termination, after which a final decision will be made.

Nothing herein shall be construed to prevent the Administration from conducting a special performance evaluation at any time during the school year if performance issues arise.

The Administration may extend the deadline for the issuance of an individual contract for the next school year for an employee on warning status until such

time as the employee successfully completes the requirement of the warning status.

- 7.7 Notice of Physical Job Requirements: Employees who are required to lift and/or carry students or to regularly lift objects of 75 pounds or more, or to provide feeding or basic hygiene services to a student (e.g., assistance with bathroom functions, changing diapers, washing a child or cleaning their teeth, etc) as a regular part of their employment shall be so notified in their job descriptions.
- 7.8 Life Function Substitutes: When a substitute is required to provide life function assistance to students, the District will first make a diligent attempt to assign another employee who regularly provides such life function services. If such an individual is not readily available, the District may reassign other employees to perform such services.
- 7.9 Probation:
- A. Each new employee shall serve an initial probation period equal to one-hundred seventy-five (175) school days or the length of the student school year, whichever is longer.
  - B. Employees must successfully complete their probationary period in order to receive a compensation increase for the following year. An employee hired after the start of a school year and who successfully completes their probationary period in the following school year will receive the annual increase at that time.
  - C. During the probationary period, the employee may be discharged at the sole discretion of the District. Such discharge shall not be subject to the “just cause” or grievance/arbitration procedure of this agreement.
  - D. An employee shall be eligible for the insurance benefits provided by this Agreement effective on the first day of the month following the employee’s date of hire.
- 7.10 Any complaint regarding an employee made to any member of the administration by a parent, student, or other person(s), which the administrator deems serious enough to become a matter of formal record, shall be promptly called to the employee’s attention. No such complaint shall become a matter of formal record unless it is in written form. This shall consist of a written complaint signed by the complainant or written by the administrator on behalf of a complainant. A thorough investigation by appropriate personnel will follow which may involve a meeting with the complainant, employee and principal. The employee shall be given an opportunity to respond in writing or

personally to such complaint, and such response shall be submitted to the administration and be included as part of the formal record.

### **ARTICLE VIII - GRIEVANCE AND ARBITRATION PROCEDURES**

- 8.1 A “grievance” is a dispute involving the meaning, interpretation, or application of any written provision of this Agreement. The “grievant(s)” is/are the person(s) or the Association making the claim. All time limits specified in this Article shall consist of those days when school is in session (meaning when students are in attendance) except from June 15 through August 31, even though students could be in attendance on dates, when the time limits shall consist of weekdays, exclusive of legal holidays as provided for in 1 V.S.A. Chapter 7. However, in the event a grievance is filed at such a time that it cannot be processed through all the steps of the grievance procedure by the end of the school year, the parties will make every effort to expedite the procedure so that it will be finished prior to the end of the school year or as soon thereafter as is practical.
- 8.2 A. Nothing contained within this grievance procedure shall be construed as limiting the right of any employee having a grievance to discuss the matter informally before filing the matter as a formal grievance, and having the grievance settled or adjusted without the intervention of the Association, provided the settlement or adjustment is not inconsistent with the terms of this Agreement.
- B. No grievance shall be considered under the procedures below unless it is filed at step one within twenty (20) days of the date when the grievant knew, or should have known, of the occurrence which gave rise to the grievance.
- C. No grievance shall be entertained except in accordance with the procedures specified in this contract. Failure of the grievant or Association to advance the grievance to the next step of the grievance procedure within the time limits contained in this Article VII shall render the grievance null and void. Failure of the Board or administration to respond to the grievance within the time limits contained herein shall constitute a denial of the grievance thereby triggering the right of the grievant/Association to pursue the grievance to the next step of the procedure.
- D. The grievant shall be entitled to be represented by a representative of the Union, or to appear with the assistance of such representative, at all hearings or other proceedings concerning the processing of grievances, and at all steps of the formal grievance procedure noted below.

### 8.3 Step One

- A. Any support staff employee, or the Association, having a grievance may elect to discuss it first with the appropriate administrator in an attempt to resolve the matter informally at that level.
- B. If the matter is not resolved informally, the grievant may formally submit the grievance in writing to the appropriate administrator with a copy to the Chair of the Grievance Committee of the Association, outlining the following:
  - 1. the name and position of the aggrieved party;
  - 2. the nature of the grievance pursuant to this Article;
  - 3. the time and/or place the alleged incident or action leading to the grievance occurred;
  - 4. the identity of the party felt responsible for the incident or action leading to the alleged grievance, if possible;
  - 5. a brief narrative of the circumstances causing the grievance; and
  - 6. the remedy sought by the aggrieved party.
- C. Within seven (7) days of the receipt of the written grievance, the appropriate administrator shall arrange for a meeting for the purpose of further discussion and attempts at resolving the issues.
- D. The administrator shall give his decision in writing to the grievant with a copy to the Association within seven (7) days of the hearing.

### 8.4 Step Two

No later than seven (7) days after the receipt of the decision of the Step One administrator, or within fourteen (14) days of the meeting if the Step One administrator does not render a decision within the time limit, or within seven (7) days of the date of the grievance if the Step One administrator does not arrange the meeting within the time limit specified, the grievant may appeal to the Superintendent of Schools, in writing, with a copy of the grievance setting forth the reason for this dissatisfaction with the decision of the Step One administrator. The grievant will send a copy of the appeal and the grievance to the Chair of the Grievance Committee of the Association.

### 8.5 Step Three

No later than seven (7) days after the Superintendent gives their decision, or within fourteen (14) days of the meeting if the Superintendent does not render a decision within the time limit, the Association or the grievant may appeal to the Board, in writing, with a

copy of the grievance setting forth the reason for their dissatisfaction with the decision of the Superintendent. The grievant will send a copy of the appeal and the grievance to the Chair of the Grievance Committee of the Association.

Within twenty (20) days of receiving this notice of appeal, the Board, or a committee of the Board, will meet with the grievant. Following this meeting the Board, or committee of the Board, will give its written decision to the grievant along with a copy to the Chair of the Grievance Committee of the Association, within fourteen (14) days of the meeting.

If the grievance is not resolved at Step 3, the Association may demand arbitration, by written notice to the Superintendent within ten (10) days of receipt of the Step 3 response or the date the response was due, whichever occurs first. Such demand shall be in writing and shall be delivered in person or by registered or certified mail to the Superintendent. The parties may request arbitration of any grievance which involves the interpretation or application of a specific written term or provision of this Agreement, but only if such grievance has not been settled after being processed through the grievance procedure.

The arbitrator shall be determined by mutual agreement between the Board or its designated representative, and the Association. Should the parties be unable to agree upon the person of an arbitrator within ten (10) days of the demand for arbitration, then arbitration shall be requested from the American Arbitration Association (“AAA”). If the grievance is not submitted to the AAA within twenty (20) days of the date of the demand for arbitration, the grievance shall be considered to be withdrawn with prejudice. Decisions of the arbitrator in matters of grievance shall be final and binding, except that they shall be subject to the Vermont Uniform Arbitration Act and the Rules of the American Arbitration Association. Costs of the arbitrator’s services shall be borne equally by the parties to the grievance. The arbitrator shall have no power to add to, delete from, amend, ignore, or in any manner alter the existing contract. Costs of transcripts and witnesses, if any, shall be borne by the party requiring same. It is agreed that the arbitrator is empowered to award only compensatory damages and that the arbitrator shall have no authority to award interest on such damages or attorneys fees. The arbitrator shall have no authority to hear or rule on any claim that involves the alleged violation of constitutional or civil rights (including, by way of example and not limitation, allegations that would constitute violations of the U.S. Civil Rights Act, Americans with Disabilities Act, the Family and Medical Leave Act, the Vermont Fair Employment Practices Act and the Vermont Parental and Family Leave Act).

- 8.6 Time periods specified in this procedure may be extended by mutual agreement, and steps in the process may be waived by mutual agreement between the Superintendent and the Association.
- 8.7 The Board and the Association will cooperate in the investigation of any grievance, and they will furnish to one another such reasonable information as is necessary for the processing of a grievance.
- 8.8 Under no circumstances shall the Association involve students who are minors in the investigation, processing hearing of a grievance unless prior written consent from a parent or guardian is filed with the Superintendent at least twenty-four (24) hours before such involvement.
- 8.9 Should any grievance hearing require that the employee or an Association representative attend the hearing and miss time from their particular assignment, they/them shall be released without loss of pay or benefits.
- 8.10 Documents related to the processing of a grievance, including grievance forms, transmittal letters, and documents submitted as evidence in support of any Party's position in the grievance shall be filed separately and shall not be included in the personnel file of a Grievant. Documents related to the subject being grieved such as written records of disciplinary action, warning notices, performance evaluations and related materials such as focused assistance plans, letters of counseling and the like are included in a employee's personnel file and shall remain there unless removed or amended subject to a decision or order issued in the course of the grievance process. Further, any written decision pertaining to a matter of grievance which represents the final outcome of the grievance may be retained in the employee's personnel file at the discretion of the prevailing party to the grievance.

#### **ARTICLE IX - HOURS OF WORK, WORK YEAR AND OVERTIME**

- 9.1 Work Schedules: The parties recognize that employees' daily and weekly schedules and assignments are based on the Board's determination of its operating requirements and are subject to change. Except for emergencies, unforeseen circumstances, employee absences, or as is necessary to meet the needs of students, a ten (10) workday notice in writing will be given prior to any pursuant schedule change (e.g., starting time, quitting time or scheduled workday). Contracts for school year employees will accurately reflect the number of student days plus one additional day scheduled by the administration prior to the start of the school year to be used for such things as orientation, training, planning

and team meetings. The Administration will make reasonable efforts to schedule the additional day as closely as possible to the first student day. Support staff who choose to attend the opening breakfast and awards ceremony will be paid for an additional half day. The Administration will continue the current practice of having building-based meetings which will include school year staff, and the Superintendent will encourage and support the concept of building-based meetings in each of the Hartford schools.

- 9.2 An employee's schedule and/or work assignment may be changed on a temporary basis to address an emergency situation or staffing issue, such as an absence relating to sickness, injury or an approved leave request. If a temporary schedule change requires an employee to be moved from one shift to another the administration will make good faith efforts to fill the vacancy through the use of an outside temporary employment service.
- 9.3 Lunch: All employees shall be entitled to no less than a 30-minute, duty-free lunch period. This lunch period shall be unpaid for all employees except custodians, who will have a paid lunch period; in recognition of this payment, custodians shall be considered to be "on call" during their lunch period and may be called on to perform services during their lunch period if needed.
- 9.4 Overtime:
- A. Overtime may be assigned as deemed necessary by the District. Employees will be paid for overtime as noted below.
  - B. Time and one-half shall be paid to eligible employees for hours worked in excess of forty (40) working hours in one week. Vacation, personal leave and holidays shall be considered 'hours worked' for the purpose of determining eligibility for overtime pay at time and one-half.
  - C. If an employee has a split assignment (i.e., is assigned to work in two different classifications which are subject to different pay rates) their overtime shall be based on a merged wage rate (i.e., the weighted average of the two rates).
  - D. Full-year, Full-Time Employees: Overtime will be offered to full-year full-time employees within classification on a rotating schedule, in seniority order. In scheduling overtime, the administration may take into account the qualifications required for the assignment in addition to seniority. If an employee declines the overtime assignment the next eligible employee will be offered the assignment. If no employee accepts the assignment the administration may assign the work to the least senior qualified employee, also on a rotating schedule.



- 9.5 Early Release Pay: Provided the day is credited as a student attendance day, when any member of the bargaining unit is sent home due to inclement weather or emergency, or because the building is closed, that employee shall receive their regular daily wages. This section shall not apply to school cancellations.
- 9.6 Transportation of Students: 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, the 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. Except as indicated above, employees shall not be required to use their personal vehicles to transport students.
- 9.7 Substitute Rate: An employee who is assigned to substitute on any given day for an absent teacher shall be paid their regular hourly rate, plus a stipend of fifteen dollars (\$15.00) per hour, up to \$75.00 for a full day. A nursing assistant who is assigned to substitute on any given day for an absent nurse shall be paid their regular hourly wage, plus thirteen dollars (\$13.00) per hour up to \$85.00 for a full day.
- 9.8 Mileage Reimbursement: Transportation costs authorized and incurred in connection with the school program will be reimbursed at the current IRS rate.
- 9.9 Posting Vacancies: All vacancies in the bargaining unit will be posted on the HSD website.
- 9.10 Reassignment of Individual Assistants: A paraeducator who is assigned to an individual student shall be reassigned whenever his or her student is absent from school or leaves school before the end of the instructional day. This shall not restrict the District's right to lay off a paraeducator as provided in this Agreement.

#### **ARTICLE X - CONTRACT RENEWAL**

- 10.1 The Board shall issue a contract of employment to the school year employee members of bargaining unit annually. Contracts for the following school year shall be issued no later than June 1 and shall be signed and returned to the Superintendent's office by the employee no later than ten (10) days of issuance. This shall not restrict the right of the Board to conduct reductions in force as noted in this Agreement.
- 10.2 A member of the bargaining unit who wishes to resign their position, shall notify the principal in writing of this as soon as possible but no less than ten (10) days prior to the effective date of resignation.

- 10.3 Bargaining unit employees are eligible to apply for posted, bargaining unit positions and all qualified candidates shall receive full and fair consideration during the hiring process. No employee shall be subject to adverse consequences in their employment by reason of applying for another position.

#### **ARTICLE XI - COMPENSATION**

- 11.1 A. For the 2023-2024 school year wage rates of all support staff shall be increased by 6.5% over their 2022-2023 wage rates. For the 2024-2025 school year, the wage rates of all support staff shall be increased by 5.00% over their 2023-2024 wage rates. For the 2025-2026 school year the wage rates of all support staff shall be increased 4.5% over their 2024-2025 wage rates.
- B. When an employee is hired, transferred, or promoted to a bargaining unit position in a higher paying category/group, the employee's wages shall be increased to the minimum of the new pay range for the position, or by 4%, whichever is higher. The Superintendent shall have discretion to place the employee at a higher wage rate in appropriate circumstances.
- 11.2 If a member represented by the support staff bargaining unit who is currently employed by the Hartford School District wishes to have their wage adjusted to reflect a higher level of educational attainment, they/them must submit a letter to the Superintendent of Schools by December 1 of the preceding school year. Support staff being employed in this District for the first time may make application at the time they are hired. All course work must be completed by the first day of orientation of the new school year. Official transcripts, or a letter of completion from the instructor if transcripts will not be immediately available, should also be submitted by the first school day.
- 11.3 New support staff hires must have documentation of previous experience/education submitted within 30 days of hire or any adjustments will not be applied until the following year.
- 11.4 Once a work agreement has been signed by the Superintendent of Schools and the support staff being employed, changes in job assignment that may be made will not negatively affect the support staff's wage for the remainder of the school year. The only impact on compensation for a support staff member would be in the event of a loss of students which might necessitate a reduction of support staff positions in the District. In that event, Article V, Reduction in Force/Seniority Accrual would be the operative language followed.

- 11.5 Compensation shall be made in one of the following payment options:
- A. Full year employees: in twenty-six (26) biweekly payments. It is understood that the Administration may make adjustments as it has done in prior years to maintain payroll continuity in any year which has an additional weekly pay period.
  - B. School year employees: (1) in twenty-six (26) biweekly payments, the final five payments in one lump sum to be paid in the first pay period following the last day of school: or in twenty-six (26) biweekly payments or in (21) equal payments during the school year only.
- 11.6 Remuneration for advisors and others involved with Career & Technical Student Organizations (CTSOs) shall be calculated as follows:
- A. Advisor stipends shall be 2% of the teacher base salary.
  - B. \$50 will be paid for each overnight that an advisor, teacher, or other staff member is required to accompany/chaperone students;
  - C. \$150 per diem shall be paid (for all staff, including support personnel, and regardless of step) for any day outside the contract.
- 11.7 If Hartford School district rents out a facility to an external agency whereas the external agency is charged for the room rental (s), the custodian or support staff member needed to clean and/or maintain the facilities that have been rented shall be paid at double time.

## **ARTICLE XII - HOLIDAYS**

- 12.1 A. The following shall be recognized as paid holidays for all full-year and all IT staff members:
- |   |                         |
|---|-------------------------|
| New Year's Day  | Labor Day               |
| Washington's Birthday                                     | Veteran's Day           |
| Lincoln's Birthday  | Thanksgiving            |
| Day after Thanksgiving [in lieu of Indigenous People Day] |                         |
| Memorial Day  | Christmas Day           |
| Independence Day  | Martin Luther King, Jr. |
- Bennington Battle Day (will be observed either the day before or the day after July 4<sup>th</sup>, consistent with past practice).  
Town Meeting Day will be considered a floating holiday for full year employees and treated as an additional vacation day.
- B. When a holiday falls on a regular District business day school is in session, the District will schedule another day off after the holiday has occurred in lieu of that holiday. On or before July 1 each year, the District will notify employees which holidays will be rescheduled to alternate days and which holidays may be taken

by the employee as a “floating” holiday. Floating holidays shall be scheduled with the approval of the employee’s supervisor.

- C. If a holiday falls on a day when a 12 month/1,820 hour a year secretary is not scheduled to work the secretary shall receive a floating holiday.
- 12.2 Employees eligible for holiday pay will be compensated based on their straight time wage rate for the number of hours they would have been normally scheduled to work on said day.
- 12.3 When a paid holiday occurs during an employee's vacation, they/them shall receive holiday pay and shall not be charged for a vacation day.

### **ARTICLE XIII - LEAVES AND ABSENCES**

Unless otherwise specified herein, the paid leave provisions set forth in this Article shall be applicable to full-year and school year employees who are regularly scheduled to work a minimum of 35 hours per week. Employees who are regularly scheduled to work fewer than 35 hours per week shall be provided paid leave on a pro-rata basis.

#### 13.1 Personal Leave:

Three (3) days per year will be granted as personal days without loss of pay. Except in the case of emergencies, notification to the teacher's immediate administrator shall be made at least 2 business days in advance. Personal days shall be for the express purpose of attending to those needs not readily accomplished at other times; including attending family obligations and special events (e.g., weddings, class reunions, graduations, mortgage closing, and religious holidays); childcare emergencies; natural events that prevent transportation to school, etc. No reason need be stated. No personal days will be granted immediately before or after a vacation period or the Thanksgiving break unless the Superintendent determines that extenuating circumstances prevail. At the end of each school year, unused Personal days will be added to the number of accumulated sick days. If an employee has used three Personal days and extenuating circumstances exist, the employee may request additional leave from the Superintendent or their designee.

13.2 Bereavement Leave: Three (3) per year may be granted without loss of pay for bereavement and attendance at funerals. The Superintendent must approve payment for all bereavement days taken. Requests for additional bereavement days in any one year shall be made to the Superintendent or their designee.

13.3 Jury Duty: The Board recognizes that it is the duty of every citizen to serve on a jury when requested by the local, state, or federal authorities. The employee shall provide the Board with a statement of their earnings from jury service and they/them will be paid the

difference between said earnings and their regular straight-time wages for said day(s) of jury duty. When jury service is completed prior to 12:00 noon, the employee is required to report for work. The employee must notify their supervisor immediately upon receipt of a summons for jury service.

13.4 Military Leave: Military leave of absence shall be granted by the Board in accordance with existing state and federal statutes.

13.5 Sick Leave: Employees shall be entitled to paid leave due to personal illness or disability, including disabilities connected to or resulting from pregnancy/childbirth. Such entitlement shall be based upon complete fiscal years of service (pro-rated for partial years of service) as noted below.

A. Full year employees may accumulate up to 150 sick days. Employees who have already accumulated more than 150 sick leave days as of June 30, 2008 will be grandfathered and capped at their current total accumulation of days, however, if the employee's accumulated sick leave falls below 150 sick days they/them will lose grandfather status and thereafter be subject to the 150 day accumulation limit.. Those who have more than 150 accumulated days may continue to receive buyout (Section 13.9) at end of employment as currently described.

B. School year employees may accumulate up to 80 sick leave days after July 1, 2012; 85 sick leave days after July 1, 2013; and 90 sick leave days after July 1, 2014. Up to eight (8) days per school year of personal sick leave may be used by an employee to care for an ill or disabled member of the employee's immediate family (defined as spouse or civil union partner, child or parent of the employee, with the definition of "child" to include a minor who is under the direct care of the employee, including stepchildren or guardian children living in the employee's home), or an incapacitated dependent (defined by the regulations of the insurance carrier, regardless of age.) Additional days may be granted by the superintendent.

C. Employees may use accumulated sick leave for medical appointments which cannot reasonably be scheduled outside the employee's workday.

(1) 1-3 school years – 12 days

(2) 4-15 school years – 13 days

(3) Over 15 school years – 14 days

D. A member of the support staff who is or may be eligible for coverage under the district's long term disability ("LTD") policy shall make a timely application for

coverage. A member of the support staff may not use more accrued sick leave than is necessary for the support staff member to meet the 90 calendar day elimination period for the LTD plan.

- 13.6 The Superintendent may require an employee to provide a physician's certification of illness, disability or fitness for duty in any of the following circumstances:
- A. Use of sick leave by an employee in excess of three (3) consecutive work days;
  - B. Use of sick leave by an employee which is excessive, or where the pattern of sick leave usage by the employee indicates the possibility of abuse;
  - C. To support an employee's request for a medical leave of absence, paid or unpaid;
  - D. To establish an employee's fitness for duty prior to returning to work following an absence due to a serious medical condition or a disabling injury;
  - E. To establish an employee's fitness for duty and/or ability to perform the essential functions of their position;
  - F. To support an employee's request for a reasonable accommodation in the workplace;
  - G. To support an employee's request for sick leave from the sick leave bank. The District will reimburse an employee for out of pocket medical costs not covered by the group health insurance plan incurred to obtain the certification from an appropriate medical or mental health professional required by the Board pursuant to subsections b, d and e. The Superintendent reserves the right to require a second medical certification/opinion from an appropriate medical or mental health professional selected by the Superintendent, in which case the District will be responsible for the payment of all medical charges directly relates to obtaining the professional certification/opinion.
- 13.7 Discretionary Leave: Leaves for any and all other reasons, with or without pay, may be granted at the discretion of the Board. A member of the support staff who is on approved paid leave is responsible for paying the regular employee contribution to the cost of premium for continuing in the group health insurance plan. A member of the support staff who is on approved unpaid leave is responsible for paying the full cost of continuing in the group health or dental insurance plans.
- 13.8 Statutory Leave: To the extent that the following statutory provisions are applicable to a member of the bargaining unit the Board shall comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family

Leave Act (“PFLA”). Leave pursuant to each of these acts shall be provided according to the requirements of statute and the Board’s policies and practices. Pursuant to these policies and practices, whenever an employee is entitled to and/or granted paid or unpaid sick (disability) leave or family leave pursuant to the terms of this Agreement and the employee is also entitled to leave pursuant to the FMLA and/or PFLA for the same occurrence, both the leave provided pursuant to the Agreement and that which is provided pursuant to the FMLA/PFLA will be provided concurrently. The employee may elect to use paid leave other than sick leave or family leave during any period of leave provided pursuant to FMLA and/or PFLA. Also, FMLA/PFLA leave will be provided concurrent with Workers’ Compensation benefits where concurrent entitlement exists. All other matters regarding the administration of leave provided pursuant to the FMLA and the PFLA shall be as provided by the District’s policies and practices.

13.9 Payment of Unused Sick Days: Under the following conditions, the District shall pay an employee for unused sick leave days upon the employee’s separation from employment from the District.

- A. The employee must have been either a full-year employee, i.e., regularly scheduled to work for 52 weeks per year or a full-day, full-school year employee, i.e., regularly scheduled to work for all student days per school year.
- B. The employee must not have been terminated for cause.
- C. The full-year employee must have completed a minimum of fifteen (15) complete years of service with the District. The full-day, full-school year employee must have completed a minimum of twenty (20) complete school years of service with the District.
- D. The full-year employee must have accumulated a minimum of one hundred and fifty (150) sick leave days. The full-day, full-school year employee must have accumulated a minimum of 75 sick leave days.
- E. After satisfying each of the above criteria, the employee will be paid for each day at the following rates:
  - 1. For fifteen (15) school years of service, the full-year employee will be paid fifteen dollars (\$15) for each unused sick leave day.
  - 2. For a minimum of twenty (20) years of service, the full-year employee will be paid twenty dollars (\$20) for each unused sick leave day. The full-day, full-school year employee will be paid 15 dollars (\$15) for each unused sick leave day.

3. An employee who has completed thirty (30) years of service will be paid twenty dollars (\$20) for each unused sick leave day up to two hundred (200) days and twenty-five dollars (\$25) for each unused sick leave day over two hundred (200) days.
- F. In order to be eligible for this benefit at the end of a given school year, the employee must notify the superintendent of his or her separation from the district by November 15 of the school year in which they will retire.

13.10 Sick Bank:

- A. A sick bank may be created with employees donating one day per year from their accumulated total. Sick bank will be capped at a number equal to the total number of full year and school year support staff. Should the sick bank be exhausted during the course of the school year, employees may donate one more day from their accumulated total with the cap remaining at the total number of support staff employees.
- B. A member of the support staff must have exhausted all of their available paid leave, and must be a current contributing member of sick bank in order to apply to draw days from bank.
- C. The sick bank will be administered by a committee consisting of the Superintendent of Schools or designee, the President of the HEA or designee, and one (1) member of bargaining unit. The unanimous vote of the committee is required to approve the request of leave from the sick leave bank.
- D. Days in the sick bank expire if not used by the end of contract year.
- E. The Parties agree that the sick bank is available only to support staff who are experiencing serious illness or injuries, and is not available for short-term absences.
- F. A member of the support staff who is or may be eligible for coverage under the district's long-term disability ("LTD") insurance plan shall make a timely application for coverage. A member of the support staff may not receive or use more leave from the sick leave bank than is necessary for the support staff member to meet the eligibility requirements for the LTD plan.
- G. Forms for staff to indicate they want to participate in the sick bank will be distributed with employment contracts. Staff will have 10 days to return the form to the Superintendent's Office.



H. The sick bank will begin on July 1 of each year and run through the last day of June each year.

13.11 Disability:

The premiums for long term disability insurance will be fully paid on behalf of all employees by the District.

13.12 Professional Development Leave

Supervising administrators, at their discretion, may grant to each employee up to two (2) paid professional development day each school year to promote staff development.

**ARTICLE XIV - VACATION**

14.1 Vacation time as stipulated in this article applies only to full-year employees. Full time IT employees are not eligible for vacation time as stipulated in this Article. All vacation time for full-year employees shall be based upon service during a complete fiscal year (July 1 – June 30) and shall be pro-rated for a partial year of service. Vacation time shall be earned during one (1) fiscal year for utilization beginning with the subsequent fiscal year. That is, during an employee’s first fiscal year of employment, or part thereof, the employee may accumulate vacation time but may not utilize such vacation time until the beginning of the second fiscal year of employment.

14.2 Vacation days will be earned on a per month basis with the total number of annual days as set forth below.

<u>Complete Fiscal Years of Employment</u>	<u>Vacation Days Accumulated</u>
1-3 years	11 days
4 years	12 days
5 years	13 days
6 years	14 days
7 years	15 days
8-10 years	16 days
11 years	17 days
12 years	18 days
13 years	19 days
14 years	20 days
15 years and thereafter	21 days

The scheduling of vacation leave must be approved by the employee's immediate supervisor. Unused vacation leave is not cumulative; however, an employee may carry over any unused vacation leave for one (1) month into the next fiscal year, (i.e., July 1- July 31). The Board will pay for vacation time up to one year of accumulation. Further, any unused and accumulated vacation leave for the year in which an employee retires, resigns or is dismissed shall be paid in full.

#### **ARTICLE XV - SEVERABILITY**

- 15.1 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

#### **ARTICLE XVI - NO STRIKE CLAUSE**

- 16.1 The Board and the Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means and without interruption of work. The Association agrees, therefore, that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement, nor any instigation thereof during the life of this Agreement, and the Board agrees that there shall be no lockout.

#### **ARTICLE XVII - BENEFITS**

- 17.1 The Board agrees to provide all insurance and pension/retirement plan coverage for employees as set forth in this Agreement, subject to the rules, regulations and eligibility requirements of the individual insurance carrier. The Board shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage for such a claim; further, the Board shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the insurance coverage set forth in this Agreement. In the event that both a husband and a wife or both parties to a civil union are employed by the Board, the Board shall be obligated to provide only one insurance plan for both employees as a unit (i.e., one two-person or one family membership).

A full time, full year employee is one who is regularly scheduled to work at least 1,820 hours annually. A part-time full year or part-time school year employee must be scheduled to work a minimum of seventeen and one-half hours per week on a regular basis in order to be eligible to participate in the group health plans offered by the District.

17.2 Medical Insurance:

Effective July 1, 2020, 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 B of this collective bargaining.

- A. The District shall maintain a Section 125 Plan for purposes of having pre-tax income deducted for the employee's share of medical insurance premium costs, medical expenses which are subject to the deductible or otherwise not covered by the District's health insurance plan, and dependent care costs.
- B. The difference between the Board's maximum contribution as set forth in this section and the actual cost of the coverage selected by an employee will be deducted from the employee's paycheck in substantially equal payments.

17.3 Dental: The Board agrees to pay for 90% of family, dual or single premium costs of Delta Dental Plan and employees will be responsible for the other 10%. The Board agrees to provide prorated dental benefits to part-time employees. The District and Association agree to consider other plan options or providers, provided the alternatives offer comparable coverage at a lower cost.

17.4 403B Contribution:

- A. All employees of the Hartford School District Support Staff Unit shall be eligible to contribute their own personal funding to the 403B without a contribution from the District, subject to IRS regulations.
- B. The District shall maintain and fund [6.28% of an employee's annual straight-time wages] a 403B plan on behalf of full and part-time employees who are regularly scheduled to work twelve (12) months per year as noted herein. Full-time employees (those regularly scheduled to work 2,080 hours per year and 12-month secretaries who are regularly scheduled to work 1,820 hours) shall be eligible for participation in the 403B plan on the July 1<sup>st</sup> following the employee having achieved 1,000 hours of employment with the District. Part-time, full-year

employees (those regularly scheduled to work less than 2,080 hours per year or 12-month secretaries who work less than 1,820 hours) shall be eligible on July 1<sup>st</sup> following the employee's fourth anniversary date of employment.

- 17.5 Life Insurance: The district will pay the cost of a \$25,000 group term life insurance policy for each support staff personnel who is scheduled to work at least seventeen and one-half (17.5) hours a week on a regular basis. The availability and policy limits of group life insurance are subject to the rules and policies of the insurance carrier.
- 17.6 Service Benefits:
- A. Employees who are eligible for the 403B Plan noted in 17.4, upon retirement, shall also be eligible for the service benefits noted in this §17.6, provided they provide the District with notice of their retirement on or before November 15 of the school year in which they will retire.
  - B. Employees shall receive payments which are based on the longevity schedule noted below:
    - 15 complete school years of service – 5% of employee's last full year's salary
    - 20 complete school years of service – 10% of employee's last full year's salary
    - 30 complete school years of service – 12.5% of employee's last full year's salary
    - 40 complete school years of service – 15% of employee's last full year's salaryEmployees who provide notification of retirement two years in advance may request that this total benefit be paid over a two-year (1/2 in year one and 1/2 in year two) rather than a one-year period.
  - C. Upon retirement from the District, all staff who are eligible for retirement benefits will be allowed to continue their BC/BS plan provided they/them pays the full premium cost of the insurance.
- 17.7 Course Reimbursement: The Board will appropriate annually the sum of \$5,000 for course reimbursement to be used for professional development of support staff, based upon mutually acceptable guidelines developed by and between the Superintendent and representatives of the support staff bargaining unit. The guidelines are available for viewing on the Hartford School District website.
- 17.8 The Board will offer course reimbursement funds that may be used to at least partially offset the cost of coursework, workshops, etc. that may be required by the District, or by state or federal law. Any federally or state mandated training, with the exception of AA or BA degrees, will be paid for by the District.

- 17.9 In the event of changes to the state-wide health insurance bargaining at the conclusion of the current agreement on December 31, 2023, the Board and the Association agree to allow either party to reopen contract negotiations related to economic issues only.

### **ARTICLE XVIII - NOTICE UNDER AGREEMENT**

- 18.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Superintendent of Schools
- 18.2 Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the President of the Hartford Education Association/ Support Staff Personnel Unit Education.

### **ARTICLE XIX - FINAL RESOLUTION**

This Agreement represents the final resolution of all matters in dispute between the parties, constitutes the entire Agreement between the parties, and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

### **ARTICLE XX - FAIR PRACTICES**

- 20.1 The Association agrees to represent all employees covered by this agreement equally without regard to membership or participation in, or association with the activities of, any employee organization.
- 20.2 The Board agrees not to discriminate against employees on the basis of participation in, or association with the activities of, any employee organization.
- 20.3 Any alleged violation of either §§ 20.1 or 20.2 may be processed under either the grievance/arbitration clause of this Agreement or by the filing of an unfair labor practice charge before the Vermont Labor Relations Board. The election of one method of appeal shall constitute a waiver of the right to initiate or pursue the other form of appeal. By way of example, if a grievance is filed regarding §§ 20.1 or 20.2 and an unfair labor practice charge is subsequently filed, the grievance shall then be considered null and void.

### **ARTICLE XXI - NECESSITY OF VOTER APPROVAL**

- 21.1 All provisions of this contract, which provide for the payment of wages or other forms of financial remuneration as conditions of employment shall become operative only upon approval of the school budget as initially submitted by the Board at the regular Annual

Town School District Meeting. In the event that the budgetary sum ultimately voted, whether at the regular Annual Town School District Meeting, or by any subsequent ballot, is in an amount less than that initially requested by the Board at the regular Annual Town School District Meeting, the Board shall reserve the right to make such adjustments as it deems necessary and proper in all line items of the budget in order to operate the Hartford School District within the budgetary sum so voted.


- 21.2 It is the Board's intent to strongly consider line items in the budget other than salary and/or fringe benefits should the amount initially requested by the Board be reduced at the regular Annual Town School District Meeting. However, should it seek any changes affecting the economic terms of the negotiated agreement, the Board and the Association will renegotiate Article XII (Leaves) and negotiated increases in Article X (Compensation) and Article XVI (Benefits).

#### **ARTICLE XXII - DURATION OF AGREEMENT**

- 22.1 Except as otherwise noted herein, this Agreement shall take effect upon ratification by the parties and shall continue in full force and effect from July 1, 2023 or date of ratification, whichever comes later until June 30, 2026 and from year to year thereafter, unless written notice of desire to terminate or modify this Agreement is given by either party to the other by October 15 of the last year of this Agreement.
- 22.2 This Agreement may be extended from time to time beyond its expiration date by mutual agreement of the representatives of the Board and the Association.
- 22.3 Either party to this contract may make a request of the other party to bargain an issue of importance during the term of an existing contract. Neither party commits to bargaining any said issue during the term of an existing contract but only to give requests by the other party fair and due consideration.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8<sup>th</sup> day of March, 2023.

HARTFORD SCHOOL DISTRICT  
BOARD OF SCHOOL DIRECTORS

By   
Superintendent of Schools

By   
Chair, Hartford Board of Directors

HARTFORD EDUCATION  
ASSOCIATION/SUPPORT STAFF UNIT

By 

By \_\_\_\_\_

By \_\_\_\_\_

**APPENDIX A - WAGES**

**Appendix A.1  
Educational Employees**

<u>Group:</u>	<u>Minimum</u>
1	\$17.31
2	\$22.35

**Educational Level Stipend**

Level A: High school diploma (wage as printed)

Level B: 12 credits college coursework or 75 hours of workshops or staff development approved by HSD (\$.25 per hour stipend)

Level C: Associate's degree in non-educational field or a minimum of 30 college credits in an educational field (\$.50 per hour stipend)

Level D: Undergraduate degree in any field, or Associate's degree in an educational field (\$.75 per hour stipend)

**Group 1**

In-school suspension specialists  
Program/instructional para-educators

**Group 2**

Personal care assistants  
Intensive special needs paraprofessionals  
Assistant to nurse  
HACTC para-educators with off-site duties



**Appendix A.2  
Clerical Employees**

<u>Group:</u>	<u>Minimum</u>
1	\$18.51
2	\$21.60

**Educational Level Stipend**

Level A: High school diploma (wage as printed)

Level B: 12 credits college coursework or 75 hours of workshops or staff development approved by HSD (\$.25 per hour stipend)

Level C: Associate's degree in unrelated field or a minimum of 30 college credits in a job-related technical field (\$.50 per hour stipend)

Level D: Undergraduate degree in any field, or Associate's degree in a job-related technical field (\$.75 per hour stipend)

**Group 1**

Clerks  
Secretary

**Group 2**

Registrar  
Principal's Secretary

**Appendix A.3 Base  
Operations Employees**

<u>Group:</u>	<u>Minimum</u>	
2	\$17.50	Group 2:
3	\$19.08	Custodians
4	\$20.72	Group 3:
5	\$25.52	Maintenance/Grounds
		Group 4:
		Forman (Maintenance/Custodian)
		Group 5:
		Computer Technicians
		HVAC Technicians

**Educational Level Stipend**

Level A: High school diploma (wage as printed)

Level B: 12 credits college coursework or 75 hours of workshops or staff development approved by HSD (\$.25 per hour stipend)

Level C: Associate's degree in unrelated field or a minimum of 30 college credits in a job-related technical field (\$.50 per hour stipend)

Level D: Undergraduate degree in any field, or Associate's degree in an job-related technical field (\$.75 per hour stipend).

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

**Article I. Recognition:**

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

**Article II. Definitions:**

2.1 The term School Employee is hereby defined to mean:

- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).
- b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees), excluding superintendents, who provide educational services requiring a professional administrator's license from AOE.
- c) All Other School Employees as defined in 21 V.S.A. Section 1502, including:
  - 1. Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722;
  - 2. An individual employed as a supervisor as defined in 21 V.S.A. Section 1502;
  - 3. A confidential employee as defined in 21 V.S.A. Section 1722;
  - 4. A certified employee of a school employer and
  - 5. Any other permanent employee of a school employer not covered by subdivisions 1-4 of this subsection (c).

**Article III. Scope of Bargaining:**

3.1 The Commissioner's scope of bargaining shall include:

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

**Article IV. Limited Jurisdiction:**

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

**Article V. Plan Offerings:**

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

**Article VI. Eligibility Standards:**

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

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

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

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

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

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

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

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

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

7.2 For all Other School Employees as defined in section 2.1c: Beginning on January 1, 2023, and on each January 1 for the duration of this Agreement, all employees covered by this section 7.2 who are not at the 20% premium contribution level will increase the employee contribution by

one (1%) percent but not to exceed twenty (20%) of Gold CDHP or Silver CDHP for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

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

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

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

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

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

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

#### **Article X. Third Party Administrator Services:**

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

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

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

#### **Article XI. Grievance Procedure**

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

#### **Article XII. Incorporation by Reference:**

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

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

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

**Article XIII. Disclaimer:**

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

**Article XIV Duration:**

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



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

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

**Article XIII. Disclaimer:**

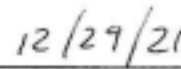
13.1 Nothing in this Agreement shall be construed to deny, restrict, or add in any way the right to health insurance coverage through an employer's health care plan that employees and their dependents are entitled to under federal COBRA rules, the federal Family Medical and Leave Act (FMLA), Vermont's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

**Article XIV Duration:**

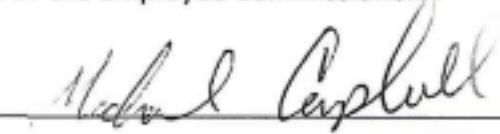
14.1 The provisions of this Agreement, as supplemented by any binding arbitration award(s) issued by the LBO Panel, shall take effect on January 1, 2023 and continue in full force and effect until December 31, 2025 unless amended or extended by mutual written agreement between the parties hereto.

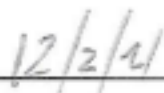
For the Employer Commissioners:

  
\_\_\_\_\_  
Elizabeth Fitzgerald, Chair, Duly authorized

  
\_\_\_\_\_  
Date

For the Employee Commissioners:

  
\_\_\_\_\_  
Michael Campbell, Chair, Duly authorized

  
\_\_\_\_\_  
Date