

Washington West and Harwood Education Associations
Education Support Professionals Unit

PROPOSAL TO THE BOARD

March 23, 2017

APRIL 13

The Association has exercised reasonable care in the preparation of this document. The Association reserves the right to modify the contents of this document as it deems appropriate.

- ❖ This document contains only those sections the associations are proposing be changed. All other language remains as status quo.
- ❖ Language proposed to be removed from the agreement is in ~~striketrough~~ format.
- ❖ Language to be added is in **boldface and underline** format.
- ❖ Notes (not in contract language) are in [brackets].

MASTER AGREEMENT

BETWEEN

HARWOOD UNIFIED UNION HIGH-SCHOOL DISTRICT-#19
MORETOWN-TOWN SCHOOL DISTRICT

And

WATERBURY ~ DUXBURY
UNION SCHOOL DISTRICT #45

AND

HARWOOD EDUCATION ASSOCIATION

~~WASHINGTON WEST EDUCATION ASSOCIATION~~

[Name of Association T.B.D.]

SUPPORT STAFF Education Support Professionals UNITS

~~July 1, 2016 ~ June 30, 2017~~

July 1, 2017 ~ June 30, 2020

Tentative Agreement

For the Association

Date

For the Board

Date

Counter Proposal 4/13/17: The Association Holds on name change.

[Table of Contents to be finalized on completion of Tentative Agreement]

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Transition to/from Supervisory Union Employment

- A. Should the HUUSD become the employer of any employees working in positions that are a part of the bargaining unit in the 2016-2017 school year, the employee(s) so affected will be recognized as member(s) of the bargaining unit represented by the [Name to be Determined] Association.

- B. Any employee who is laid off by an individual District within the Supervisory Union or the WWSU itself and then hired by the HUUSD for the school year immediately following the layoff shall retain all salary, seniority, and/or benefits to which the employee was entitled at the time of the change of the employer.

- C. Any employee who is laid off by an individual District within the Supervisory Union or the WWSU and then hired by the HUUSD for the school year immediately following the layoff shall not be considered a probationary employee by the HUUSD.

Tentative Agreement

For the Association

Date

For the Board

Date

**Article II
Definitions**

2.1 Administrator:

A person employed by the Board, the majority of whose time is assigned to administrative, managerial or supervisory duties and who is employed as a Superintendent, Assistant Superintendent, Building Administrator, Assistant Building Administrator, Coordinator or Director.

2.2 Assign

To appoint an employee to a position located at the same campus the employee was assigned the previous school year or to change an employee's position during the school year to fill a vacancy or other need at the same campus where the employee currently works.

[Sub-articles from here forward need to be renumbered.]

~~2.2~~ **2.3 Association:**

~~Washington West Education Association and Harwood Education Association.~~
[Name of Association T.B.D.]

~~2.3~~ **2.4 Board:**

The individual corporate governing body of the Harwood Unified Union School Districts which ~~are~~ is a parties-party to this Agreement.

~~2.4~~ **2.5 Confidential Administrative Assistant:**

The Building Administrator's confidential assistant ~~is not covered by the Agreement.~~

~~2.5~~ **District.**

~~The individual school districts identified as parties to this Agreement.~~

~~2.6~~ **Days:**

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

Tentative Agreement

For the Association

Date

For the Board

Date

2.13 Part-Time Employee:

The term "part-time employee" as used in this Agreement shall refer to any employee hired by the Board to work regularly fifteen (15) or more hours per week but less than full-time (2.12). All benefits will be pro-rated based on the number of hours worked per week, unless specified differently elsewhere in this Agreement.

Transition: For part-time Harwood employees employed on June 30, 2010, all benefits provided for in this Agreement shall be pro-rated to at least 75% of the full-time benefit.

2.14 Full Year Employee:

The term "full year employee" as used in this Agreement shall refer to any employee who is hired by the Board to regularly work fifty-two (52) weeks per year. Full year employees may be either full-time or part-time as defined herein.

2.15 Partial Year Employees:

The term "partial year employee" as used in this Agreement shall refer to any employee other than temporary, [insert comma] seasonal and non-permanent status employees who is hired by the Board to regularly work fewer than fifty-two (52) weeks per year.

2.16 Probationary period-Period

The term "probationary period" as used in this Agreement shall refer to the first ninety (90) working days of employment beginning from the most recent date of hire to a regular bargaining unit position within the Association. Within ten (10) days of ~~his or her~~ the first day of work, new employees shall be provided the evaluation criteria in writing. Evaluations conducted during the probationary period are not subject to the grievance/arbitration provisions of the Agreement. Prior to the end of the probationary period, an employee shall receive notice of whether he/she has successfully completed probation. During said probationary period an employee shall not be afforded just cause rights as set forth in this Agreement. A Board decision to suspend, dismiss or nonrenew the employment of a probationary employee shall not be subject to the grievance and arbitration provisions of this Agreement provided the Board has satisfied the evaluation provisions herein.

2.17 Transition:

This term is used to highlight specific provisions of this Agreement which have application to a limited number of bargaining unit members and/or sunsets as outlined in the specific provision.

Tentative Agreement

_____ Date _____ Date
For the Association For the Board

Article V
Contract Renewal

5.3 If an employee wishes to resign a position, ~~he/she~~ **the employee** shall notify the Building Administrator in writing, giving fourteen (14) calendar days' notice thereof.

Tentative Agreement

For the Association

Date

For the Board

Date

ARTICLE VI
REDUCTIONS IN FORCE, SENIORITY,
AND JOB CATEGORIES

6.1 B. Elimination of Positions Due to Change in Need for Student Services –
In situations where an employee works with an individual student for **the** purpose of fulfilling required IEP and/or 504 services, and those services are no longer required, the position will be eliminated and the seniority provision in the Reduction in Force Article 6.10 will apply immediately with thirty (30) days² [**Consistency with inanimate possessives — see 5.3 above**] notice prior to the date of termination. The employee shall receive all pay and benefits and be subject to the terms of this master agreement during the thirty (30) day term noted in the previous sentence.

6.9 Recall Notice – Notices of recall shall be sent by the Board, certified mail/return receipt requested, to the last address given to the Board by the employee, and a copy of each recall notice shall be also sent to the President of the Association and the ESP Building Representative. If an employee fails to respond within fourteen (14) days after receipt of the above notice of recall, ~~he/she~~ **the employee** will be deemed to have refused the position offer; ~~but he/she~~ **and** will remain on the recall list for the period provided herein.

Failure of an employee to accept a recall position with fewer hours or work days from that of the position ~~that he/she~~ **the employee** was laid off shall not constitute a waiver of recall rights.

Tentative Agreement

For the Association

Date

For the Board

Date

6.12 If, while employed in a specific job category at a predetermined wage rate, an employee experiences a change in duties and/or responsibilities above and beyond the duties and responsibilities prescribed in the employee's job description, the employee's wage rate will not be increased except in strict accordance with the provisions in this Agreement or as negotiated between the Board and the Association.

Tentative Agreement

For the Association

Date

For the Board

Date

**Article VII
Transfer and Reassignment**

7.2 When a new employee is hired, a written copy of the job title, job description, experience credit, and hourly wage rate for that employee shall be provided to the President of the Association and the ESP Building Representative or the President's and Building Representative's designee(s) within fifteen (15) days' of hire.

Tentative Agreement

For the Association

Date

For the Board

Date

7.2-3 Except in cases of a RIF, employees will not be transferred to a different campus unless the transfer is by mutual agreement of the employee and administration. If there is a need to reassign an employee to a vacancy, the Building Administrator shall first consider a suitable employee willing to fill the position. It shall remain the right of the Building Administrator to reassign an employee.

7.3 4 Should an employee need to be reassigned **or transferred** to a vacancy, he or she shall be notified privately and given a five (5) day notice, unless a different process is mutually agreed upon between the Administration and the Association. Adequate orientation **and training** shall be given to ~~a reassigned~~ the employee in his or her new position.

Tentative Agreement

For the Association

Date

For the Board

Date

7.5 An employee assigned to work at more than one campus during the work day will be compensated for all time necessary to transition between campuses. Mileage will be reimbursed at the current IRS rate to be paid the pay period immediately following timely submission of a mileage reimbursement form.

7.4 7.6 If an employee changes job categories, his or her pay rate will change to be consistent with the new job categories. If an employee is working in more than one job category, he or she will be paid for hours worked in each job category, the hourly rate applicable to each job category.

Tentative Agreement

For the Association

Date

For the Board

Date

- 8.7 Any employee who substitutes for a teacher or another employee for all or half time of the day shall be paid ~~at the substitute rate or their own hourly rate whichever is higher for the time the employee acts as a substitute~~ **the employee's pay rate plus \$15 for each half day worked.** All substitute work shall be voluntary. **In addition, the District will make a good faith effort to retain a substitute to fulfill the normal duties of the employee.**

Tentative Agreement

For the Association

Date

For the Board

Date

- 8.14 Employees **shall not transport students in their personal vehicle**. Employees who are required **requested by** ~~at the discretion of~~ the Administration to drive their personal automobiles on official school business will be reimbursed at the current IRS rate to be paid ~~monthly~~ **the pay period immediately following timely submission of a mileage reimbursement form**. The use of a support staff employee's personal vehicle will not be a condition of employment or a condition of being hired for employment.
- 8.16 **Agreement Dissemination**: The Superintendent will be responsible for ensuring that the current Agreement is posted electronically. The Building Administrator of each school will be responsible for ensuring that two **hard** copies of the current Agreement are available in a designated central location in each building. Additionally, the Building Administrator of each school will ensure that each employee under the Agreement is informed of the electronic location of the Agreement annually. All newly hired employees will be given a **hard** copy of this Agreement upon employment.

Tentative Agreement

For the Association

Date

For the Board

Date

Article IX

Employee Evaluation And Orientation

9.4 Training and support for employees shall be provided in situations when they are responsible for a student who might be a safety threat, or who requires lifting or other physical support, or other specialized needs.

When deemed necessary by the Superintendent and the Director of Student Services, a paraeducator assigned as a one-on-one assistant to a student with extraordinary high needs shall be compensated with a stipend of \$1.50 per hour in addition to their current hourly wage.

Any individual assigned temporary duty to work with a student with extraordinary high needs shall be compensated with a stipend of \$1.50 per hour in addition to their current hourly wage and all adjustments will be submitted for payment by bi-weekly timesheets. Should the student for which the employee was hired no longer need the one-on-one, the employee will no longer receive a stipend and may be considered for RIF per Article 6.1 B.

Tentative Agreement

For the Association

Date

For the Board

Date

Counter Proposal 4/13/17: The Association Holds

**Article XIII
Insurance**

13.X Beginning January 1, 2018, the Board will pay 100% of the premium for single, parent/child(ren), 2-person or family coverage in one of the following VEHI Health Insurance plans chosen by the employee: Platinum, Gold, Gold CDHP, Silver CDHP. In addition the Board shall provide each employee with an integrated Health Reimbursement Arrangement sufficient to cover 100% of medical and prescription expenses not covered by the VEHI Plan chosen by the employee. All administrative costs for the integrated HRA shall be paid by the Board.

Counter Proposal 4/13/17 Article 13.X Health Insurance
Underlining indicates change(s) to the Association's original proposal.

Beginning January 1, 2018, the Board will contribute an amount which will not exceed 96% of the premium cost of the VEHI Gold CDHP Plan for single, parent/child(ren), 2-person or family coverage toward the cost of the health insurance premium for any one of the following VEHI Health Insurance plans chosen by the employee: Platinum, Gold, Gold CDHP, Silver CDHP. In addition the Board shall establish and maintain an integrated Health Reimbursement Arrangement (HRA) which is sufficient to cover the dollar equivalent of 100% of the Total Out Of Pocket Maximum for the Gold CDHP Plan toward the medical and prescription expenses not covered by the VEHI Plan chosen by the employee. All administrative costs for the integrated HRA shall be paid by the Board.

Tentative Agreement

For the Association

Date

For the Board

Date

**Article XIV
Leaves**

14.1 Employees shall receive sick leave at the following rates:

- A. Full year staff members - All full year employees shall be entitled to twelve (12) paid sick leave days per year, accumulating to a maximum entitlement of ninety (90) days.

Partial year staff members - All school year employees shall be entitled to ten (10) paid sick leave days per year, accumulating to a maximum entitlement of ninety (90) days.

Transition: Harwood employees who were employed on July 1, 2006 and who have excess of ninety (90) days on June 30, 2010 shall be entitled to retain those excess days up to a maximum accumulation of 150 days.

Tentative Agreement

For the Association

Date

For the Board

Date

The Association Withdraws transition language.

14.1-C. The use of sick leave shall only be for bona fide illness of the employee or his/her family, or to cover medical appointments. After the use of five (5) or more consecutive days, or the Building Administrator or the Superintendent has ~~reason~~ **reasonable cause** to believe the abuse of sick leave the Building Administrator or Superintendent may require medical verification of the need for such sick leave. Following the receipt and review of medical evidence and verification for statutory leave, the Superintendent may require the employee to submit to a medical examination by a physician or other health care provider of the Superintendent's choice and at the expense of the District.

Tentative Agreement

For the Association

Date

For the Board

Date

14.11 ~~Transition: Any Harwood support staff employee who has had continuous employment (or employment interrupted only by authorized leaves of absence) in the school district for at least ten (10) years, upon termination in good standing, shall receive a payment for one-fourth (1/4) of his/her accumulated sick leave days at the rate of compensation being received at the time. In the case of death, the employee's estate shall receive the payment. Payment shall be paid to the employee in one lump sum in the last paycheck of his/her employment in the district.~~

This provision (14.11) and the entitlement to payment for unused sick leave will sunset on June 30, 2011, which means that the maximum number of sick days available for buyout payment will be frozen at the number of accumulated sick leave days earned on June 30, 2011 for those employees who are fully vested ("vested") on June 30, 2011. Shortly after June 30, 2011, employees vested in this benefit will be notified by the Superintendent's office of the maximum number of sick days available and a record placed in their personnel file. Thereafter, in accordance with the terms of 14.11 a vested employee shall receive payment for accumulated sick leave at the time of his/her separation from employment.

Tentative Agreement

Date

Date

Counter Proposal 4/13/17 Article 14.11 Transition: The Association Rejects the Board's proposal. [The language struck is necessary because it is referenced in the paragraph that follows.]

15.2 Vacation – Full-time full year employees shall receive paid vacation leave as follows:

Harwood:

0 – 2 years	10 work days
3 – 14 years	15 work days
15 – 25 <u>24</u> years	20 work days
25 or more years	25 work days

Moretown:

0 – 5 years	.833 days/month (10 days annually)
6 – 10 years	1 day/month (12 days annually)
11 – 15 years	1.25 days/month (15 days annually)
16 – 20 years	1.5 days/month (18 days annually)
21 – 24 years	1.75 days/month (21 days annually)
25 years or longer	2.08 days/month (25 days annually)

Waterbury-Duxbury:

1 – 5 years	10 days
6+ years	10 days plus (1) additional day for each year of service in excess of five years, up to a maximum of twenty (20) days.

Tentative Agreement

For the Association

Date

For the Board

Date

Counter Proposal 4/13/17 Article 15.2: The Association Accepts

**Article XVI
Compensation**

16.2 Upon request, a payroll deduction in the following areas will be honored:

- Health and accident insurance;
- Tax sheltered Annuities as authorized by ~~WWSU~~ HUUSD;
- Credit Union membership;
- Dental Insurance;
- Section 125 Plan.

16.3 No newly hired employee will be paid a higher rate than a current employee in the same job category (as defined in Article 6) in the school district with equivalent experience; and education; ~~and/or credentials.~~

Tentative Agreement

_____	_____	_____	_____
For the Association	Date	For the Board	Date

Counter Proposal 4/13/17 16.2: The Association Accepts.
16.3: The Association Holds.

The Association Withdraws transition language.

**Article XX
Duration**

The provisions of this Agreement shall be effective as of July 1, ~~2016,2017~~ and shall continue and remain in full force and effect until June 30, ~~2017~~ 2020. Said Agreement shall automatically be renewed and shall continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other no later than October 1, prior to the expiration date or any successor anniversary date thereof of its desire to reopen this Agreement and to re-negotiate over terms of a successor agreement.

~~Neither party shall be required to re-open this collective bargaining agreement during its effective life, except (a) as otherwise provide for in Article XX (Duration) or (b) if the Vermont Education Health Initiative (VEHI) ceases to market, for any reason, health insurance plans to school districts, or (c) the school district is no longer permitted under law to offer VEHI plans. In respect to (a), the parties may re-open this collective bargaining agreement in whole or in part. In respect to (b) and (c), unless otherwise agreed to in writing, the scope of negotiations will be limited exclusively to the issues of health insurance benefits and health insurance cost-sharing, and the impact of any changes on the school budget and employee wages. Nothing in this article shall preclude the parties from re-opening this agreement for other reasons by mutual written consent.~~

Tentative Agreement

Date

Date

Counter Proposal 4/13/17 Article XX Duration: The Association Rejects the Board's proposal.

Night Shift Wage Differential for Custodian or Maintenance Worker: Full year employees who work full time in a Custodian or Maintenance Worker job category shall receive a night shift wage differential of \$0.50 per hour, for any shift that is normally scheduled to start at 2:30 p.m. or later. The wage differential will not be paid ~~on any sick, personal, or vacation days~~ nor for a re-scheduled shift that starts before 1:00 p.m., nor when the night shift employees are reassigned to day shift when school is not in session.

Tentative Agreement

For the Association

Date

For the Board

Date

