Washington West and Harwood Education Associations Education Support Professionals Unit

PROPOSAL TO THE BOARD

March 23, 2017

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 strikethrough format.
- Language to be added is in <u>boldface and underline</u> format.
- Notes (not in contract language) are in [brackets].

MASTER AGREEMENT

BETWEEN

HARWOOD <u>UNIFIED</u> 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

lentative 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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PREAMBLE

This Collective Bargaining Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the Harwood <u>Unified</u> Union <u>High-School District (HUUSD) #19</u>, the Moretown Town School District and the Waterbury-Duxbury Union School District #45 (herein after hereinafter known as the "District" or the "Board"), and the [Name of Association T.B.D.] Washington West Education Association Support Staff Units, and the Harwood Education Association—Education Support Professionals (ESP) Unit (hereinafter collectively known as the "Association").

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Counter Proposal 4/13/17: The Association Holds

[Changes to Article I are necessary to reflect the new employer effective 7/1/17.]

Article I Recognition

1.1 The Board hereby recognizes the Association for the purpose of collective bargaining negotiations pursuant to Title 21, Chapter 22 of the Vermont Statutes Annotated, as the sole and exclusive representative of the three (3) individual employee bargaining units of the following Harwood Unified Union School Districts: Harwood Union High School District #19; Moretown Town School District permanent full-time and permanent part-time employees but excluding any food service employees; and Waterbury-Duxbury Union School District #45 permanent full-time and permanent part-time employees.

These The bargaining units are is composed of all permanent full-time and permanent part-time employees the above employee groups but excluding all supervisory, confidential, professional, temporary, seasonal and non-permanent status Employees and teachers and all employees regularly scheduled to work less than 15 hours per week.

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Counter Proposal 4/13/17 Recognition 1.1: The Association Rejects the Board's proposal of adding "child care providers . . ." to excluded employee groups.

- 1.2 Throughout this collective bargaining agreement (the "Agreement"), reference to the Board(s) or District(s) shall be deemed to refer to each of the three (3) individual Boards and Districts noted in § 1:1 of this Agreement. As such, where action by the referenced Board or District is required, such action, unless otherwise expressly noted, shall be the action of each individual Board and/or District relative to that District's employees or local bargaining unit.
- 1.32 Unless otherwise indicated, persons employed in the above unit will be referred to as "employee," "employees" or "members of the bargaining unit." —All-references to employees shall be deemed to be male/female employees.

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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.

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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 <u>Harwood Unified Union</u> 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.

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$\frac{2.7}{}$	Employee:
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A person employed by the Board, in the bargaining unit, as referenced in 1.1.

2.8 Negotiations.

The process of meeting, conferring, consulting and discussing in good faith for the purpose of reaching an agreement as to matters of salary, working conditions, benefits, grievance procedures, and other mutually agreed upon subjects not in conflict with laws or statutes of the State of Vermont.

2.9 RIF.

Reduction In Force.

2.10 Singular.

Whenever the singular is used in this Agreement, it is to include the plural.

2.X Transfer

To assign an employee to a position within the Supervisory Union that requires the employee to move to a campus different from that which the employee previously worked.

2.11 WWSU Central Office. Washington West Supervisory Union-Central Office.

HUUSD Central Office

Harwood Unified Union School District Central Office

2.12 Full-time Full-Time Employee.

The term "full-time employee" as used in this Agreement shall refer to any employee employed by the Board to work regularly at least thirty-five (35) hours per week.

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Counter Proposal 4/13/17 Article II: The Association Holds with the exception of the Board's Proposal to definition 2.11.

Definition 2.11: The Association Accepts the Board's proposal change.

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.

<u>Transition</u>: 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.

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[Changes to Article IV are necessary to reflect the new employer effective 7/1/17.]

Article IV Dues Deduction

Payroll Deductions. The Board agrees to deduct from the salaries of the employees, dues for the Harwood Education Association, Washington West Education Association, [Name to be TBD] Vermont NEA, and National Education Association, as said employees individually and voluntarily authorize the Board to deduct and transmit the monies to the Harwood Education Association and Washington West Education Association. [Name to be TBD] Employees' authorizations will be in writing or on a form agreed upon by the Board and the Association. Deductions will be made in substantially equal installments on a schedule mutually agreed upon between the Board and the Association, or in the case of the authorization received during the school year, deductions will be in substantially equal installments for the remainder of the year. Payroll deduction authorizations for the Association dues shall be continuous from year to year unless the employee leaves the School District or notifies the Association, in writing, with a copy to the Superintendent, in writing, prior to July 1 of any year to terminate said deductions.

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Article V Contract Renewal

For the Association

5.3			on, he/she the employee shall notify en (14) calendar days' notice thereof.	
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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) days [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 tne 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.

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6.10 <u>Job Categories</u> – Reduction-in-force shall occur in each school-district within the entire <u>HUUSD</u>. Except as specifically noted below, employees shall be laid off by specific job categories delineated below. Employees shall be laid off in reverse order of seniority, and those who work in more than one job category shall have their seniority calculated in those categories on a prorated basis. Layoffs shall be conducted within the following specific job categories, organized within general service groups:

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Counter Proposal 4/13/17 Article VI Job Categories: The Association Accepts the Board's proposed language change to Paragraph 1, Line 1.

[Keep table on one page]

TOP CATEGOR	T.C.		
JOB CATEGORI			<u>. </u>
	l/Maintenance Job C		
	stodian or Maintenance		
Job Category: Ass	t. Maintenance Directe	or	
Job Category: Ma	intenance Supervisor		
	vice Job Categories		
Job Category: Foo	d Service Worker (inc	ludes Cashier, Food Prepa	aration, Dishwasher)
Job Category: Foo	d Service Cook		
Job Category: Bal	er		
Group: Administ	rative Assistant or Se	ecretarial Job Categories	5
		or Administrative Assista	
Group: Paraprof	essional Personnel Jo	b Categories	
Job Category: Inst	ructional Assistant (inc	cludes Academic, Teacher,	Library, or Planning
Room Assistants, J	ob Coach)		
Job Category: Mo.	nitor (includes but not	limited to Study Hall, Hal	l Monitor etc.)
	sonal Care Assistant		
Job Category: Spe	cialized Assistant		
Group: Specialist	Personnel Job Categ	gories, including but not	limited to these
categories			
	rning Center Coordina		
	ning Room Coordinat		<u></u>
Job Category: Stud	dent Support Specialist		
	on-Gillingham Tutor		
Job Category: Can			
Job Category: Tec			
Job Category: Tec Job Category: Nur			
Job Category: Trai			
	ech Language Patholog	rint A reintant	
sob category. Spe	cii Language Fauloio	gist Assistant	
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Counter Proposal 4/1	3/17 Article VI Job Ca	ategories:	
he Association Reject	s the Board's proposal.		
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<u>6.11</u>	If it is necessary to create new job categories in order to meet operational or studen needs of the District, the Board and the Association shall meet in good faith to negotiate a pay range for the new categories according to the job description(s).							
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<u>6.11</u>

6.12	employee experiences a the duties and responsib employee's wage rate wi	ategory at a predetermined aties and/or responsibilities libed in the employee's jobereased except in strict according the Board attention and the Board attention and the Board attention at the Board attention attention attention at the Board attention attention at the Board attention	ies above and beyond ob description, the scordance with the	
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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.

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- 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 <u>or transferred</u> 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 <u>and training</u> shall be given to <u>a reassigned</u> the employee in his or her new position.

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- 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.

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Article VIII Conditions of Employment

Work Year – The Administration shall determine the school calendar for the School District on an annual basis. Each employee's individual employment contract shall contain his/her the employee's daily hours of work and for partial year employees, the number of work days. On or before August 1, the Board will provide returning employees with a written notice which shall indicate the following: the date, time and place for the employee to report to work; the assignment and the building; the normal hours for the position: and the dates, if any, the employee will be required to attend district-wide inservice days.

Work Year for Partial Year Employees – The normal work year length for partial year employees shall consist of the number of student days, plus holidays, plus additional days as follows. Part-time partial year employees may be scheduled to work a fewer number of days.

Harwood: Three (3) days.

Moretown: Five (5) days.

Waterbury-Duxbury: HUUSD: Ten (10) days for Secretaries, four (4) days for Food Service, and two (2) three (3) days for all others.

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Counter Proposal 4/13/17 Article 8.1 Work Year, Paragraph 1: The Association Holds

Article 8.1 Final Paragraph: The Association Accepts the Board's proposal to change language in the last paragraph referencing additional days to be worked.

8.5 Work Day

Harwood and Waterbury-Duxbury: HUUSD: The work day for full year, full-time employees shall include a duty-free, continuous, one-half (1/2) hour unpaid lunch period except for full year, full-time custodial employees who shall have a duty-free, continuous, one-half (1/2) hour paid lunch period during the summer hours. The workday for full-time, partial year employees shall include a duty-free, continuous, one-half (1/2) hour paid lunch period. The workday for all full-time employees will include two (2) paid fifteen (15) minute breaks. Breaks cannot be used to extend the lunch period. a paid twenty (20) minute break that may consist of either one (1) period of twenty (20) continuous minutes, or instead, two (2) periods of ten (10) continuous minutes each for each half-day worked If an employee works more than five (>5) hours consecutively in a day, the work day shall include a duty-free, one-half (1/2) hour unpaid lunch period.

The workday for part-time employees shall include one (1) paid fifteen (15) minute break for each four (4) hours worked. If more than four (4) hours are worked consecutively, the work day shall include a duty-free, one-half (1/2) hour paid lunch period.

Moretown: The work day for full-year, full-time employees shall include a duty-free, one-half (½) hour paid lunch and two (2) paid fifteen (15) minute breaks. Work day for part time employees includes one (1) paid fifteen (15) minute break for each four (4) hours worked. If more than four (4) hours are worked eonsecutively, the work day shall include a duty-free, one-half (1/2) hour paid lunch period.

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Counter Proposal 4/13/17 A The Association Agrees with t		oposed language change.	

Article 8.5: The Association Holds on proposed changes to the workday.

8.7	the day shall be paid a the time the employee half day worked. All	t the substitute : acts as a substit substitute work	tute the employee's pay	ate whichever is higher for rate plus \$15 for each Idition, the District will
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8.8 Professional Development

A. Each full-time employee shall be eligible to take courses, workshops, seminars, etc., relevant to his or her job responsibilities, and which meet the needs or goals of the School District, as identified by the employee's supervisor and approved by the Building Administrator. Part-time employees shall receive this benefit on a pro-rated basis. Such educational training shall be reimbursed at a cost not to exceed: Waterbury - \$500.00 Moretown - \$500.00; Harwood - \$800.00. \$500. Employees must secure prior approval for all such professional development at least two (2) weeks prior to registration if reimbursement is being sought.

For the Association Date For t	ne Board Date

Counter Proposal 4/13/17 Article 10.2: The Association Accepts the Board's proposal.

- 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 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.

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Article IX Employee Evaluation And Orientation

- **Employee Evaluation** 9.1
 - An annual evaluation of each employee shall be conducted by May June 1st A. of that year by a supervisory person. Newly hired Support Staff employees shall be evaluated within the first sixty (60) seventy (70) working days of their employment. The evaluation instrument shall be defined, with criteria stated in writing, and shall be made known in advance to the employee.

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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.

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Association Counter Proposal

[Changes on this page are necessary only for transition to new employer on 7/1/17]

Article X Employee Files

10.2 The Board shall maintain only one personnel file per employee, and said file shall be stored at the <a href="https://www.huusd.com/www.hu

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Counter Proposal 4/13/17 Article 10.2: The Association Accepts

Article XI Employee Rights

11.5 Each employee will be provided a copy of his/her job description notified that at the time of employment or at the time he or she moves from one job category to another. a copy of his/her job description can be found on the HUUSD website. Said job descriptions will include an outline of duties or responsibilities, performance expectations, and the position of the person(s) responsible for supervising and evaluating the employee.

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Counter Proposal 4/13/17 Article 11.5:

At the time of employment or at the time an employee moves from one job category to another. Each the employee will be provided a written copy of his/her the job description at the time of employment or at the time he or she moves from one job category to another. for the position the employee has been hired. Said job descriptions will include an outline of duties or responsibilities, performance expectations, and the position of the person(s) responsible for supervising and evaluating the employee. Each employee will be notified that the job description can also be found on the HUUSD website.

Article XIII Insurance

13.2 Health Insurance – Full Year year full-time employees. The Board shall provide at the option of the employee a single, two-person or family membership in the Blue Cross/Blue Shield VEHI Dual Option Plan with managed parity. Employee contributions to the premium cost of this plan for all-Districts shall be 10%. Employee contributions towards the premium cost of health insurance shall be paid via automatic payroll deduction.

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Counter Proposal 4/13/17 Article 13.2: The Association Holds.

The Association Rejects the Board's proposal to increase employee premium contributions.

The Association Rejects the Board's proposal for cost sharing under VEHI's new plans.

The Association Withdraws transition language.

Article XIII Insurance

Health Insurance – Partial_Year_year full-time employees. The Board shall provide at the option of the employee a single or two-person membership in the Blue Cross/Blue Shield VEHI Dual Option Plan. Employee contributions to the premium cost of this plan for all districts shall be 10%. Employees may elect a family membership with the employee paying the full amount of the additional premium cost beyond the two-person plan. An employee currently enrolled in the VEHI JY Managed Benefit Plan may continue their coverage in that plan although no new employees may enroll, and the cost to the Board for this coverage will be limited to the equivalent cost to the Board for the corresponding (single or two-person) VEHI Dual Option Plan with the employee contributing the remaining cost. Employee contributions towards the premium cost of health insurance shall be paid via automatic payroll deduction.

<u>Transition</u>: Harwood Union High School Partial—<u>Year year</u> employees enrolled in a family plan on June 30, 2009 shall be grandfathered and continue to receive District paid family coverage under the terms of this Agreement.

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Counter Proposal 4/13/17 Article 13.3: The Association Holds and Rejects the Board's proposed change to premium contributions under the existing health plan.

The Association Rejects the Board's proposal for cost sharing under VEHI's new plans.

The Association Withdraws transition language.

Article	XIII
Insurai	nce

13.4 Counter Proposal 4/13/17 Article 13.4: The Association Rejects the Board's new language under the article numbered 13.4 in the Board's proposal of March 23, 2017.

[Note: The Board's sub-article 13.4 does not correspond to the current (2016 – 2017) Master Agreement. The language struck is part of 13.3. This has offset the numbering of succeeding sub-articles under Article XIII.]

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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.

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Article XIII Insurance

13.5 [13.6 in the Board's Proposal of March 23, 2017]

Upon proof of comparable health insurance, eligible employees electing not to participate in the health insurance benefit, may request payment in lieu of insurance. Full-time employees shall be paid \$700 : Harwood - \$500.00; Moretown - 15% of the cost of single coverage; Waterbury - Duxbury - \$700.00; eligible part-time employees electing not to participate in the health insurance shall be paid a prorated sum equivalent to their FTE. The regulations of the carrier will define eligibility. The sum in lieu of insurance will be an annual option for eligible employees, who must make such election prior to June 1 of the preceding school year on a form available from the Superintendent. Payment disbursements will be made in either one or two installments. An employee so electing payment in lieu of insurance who then seeks to reverse his/her the decision during the health plan benefit year may do so subject to the regulations of the carrier. Prior to such enrollment, such employee shall make pro-rated restitution to the District of any payment(s) in lieu of insurance. Such restitution shall be made in a single payment (not through payroll deduction). New employees who are also eligible for insurance will also be offered this option (on a pro-rated basis if working a partial election year).

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Counter Proposal 4/13/17 Article 13.5 of Support Staff Master Agreement (2016 - 2017): The Association Rejects the Board's proposed increase of cash-in-lieu of health insurance benefits.

[The Association strongly urges the Board to refer to the "Cash-In-Lieu of Benefits Update" of January 2017 from VEHI and Gallagher Benefits Services and adopt the language under, "Cash Payment in Lieu of Health Plan Coverage Description" on page 5 of said update.]

13.8 [13.9 in the Board's Proposal of March 23, 2017]

Dental Insurance —Full Year full-time employees. The Board shall provide at the option of the employee a single plan of dental insurance coverage. Employee contributions to the premium cost of this plan shall be 0%. Employee contributions towards the premium cost of dental insurance shall be paid via automatic payroll deduction. The Board shall contribute one hundred percent (100%) of the premium cost of this plan. Employees will be given the option to purchase a two person or family plan and pay the additional premium cost through automatic payroll deduction.

Tentative Agreement			
For the Association	Date	For the Board	 Date
The Association Withdraws	s transition langu:	300	

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.

<u>Transition</u>: 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

14.3 Five (5) days bereavement leave without loss of pay will be approved by the building administrator for each death in the employee's immediate family which will include spouse, child, sibling, parent, grandparent, in-laws, other person living in the employee's household. Upon request of the employee, through the Building Administrator, the Superintendent in his/her discretion may the Building Administrator shall have the discretion to grant extended bereavement leave for other relationships or an extended bereavement leave.

Tentative Agreement			
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For the Association	Date	For the Board	Date

Counter Proposal 4/13/17 Article 14.3: The Association Withdraws proposed change.

14.4 Personal Leave

Personal leave up to the following-amounts without loss of pay will be granted for leaves for personal, legal, business or family matters which cannot be reasonably accomplished outside of normal working hours: Harwood—full-year and partial employees—up to two (2) days; Moretown full year employees—up to four (4) days; Moretown partial year employees—up to two (2) days; Waterbury-Duxbury full-year employees—up to four (4) days; Waterbury-Duxbury partial year employees—up to three (3) days. Prior notice and request will be given at least 24 hours in advance to the principal. Such leave will be in addition to any other leave provided in this Article. Personal leave will not be utilized for remunerative activities or for recreation or to extend any vacation or holiday period. On an individual basis, the Superintendent may grant the use of personal leave to extend a vacation or holiday period and/or approve additional days, for extenuating circumstances that are out of the scheduling control of the employee. The Superintendent may require documentation in these extenuating circumstances and has the final say in such decisions:

Personal leave will-not accumulate from year to year. Waterbury-Duxbury employees will be paid for unused personal leave days at the rate of pay consistent with the daily wage paid for a substitute employee.

Leave for conducting personal business or responding to an emergency situation shall be cumulative up to four (4) days for full year employees and three (3) days for partial year employees. Personal leave without loss of pay is in addition to any other leave provided in this Article. The conduct of personal business is at the discretion of the individual employee. Specific reasons for personal leave shall not be required of employees. Emergency days with or without payment beyond the number stated above may be approved by the Building Administrator. Emergency days cover circumstances that are unanticipated or unusual and require or compel an employee's absence from work. The employee will notify the Building Administrator of the intent to take personal leave at least twenty-four (24) hours in advance of the leave, except in emergency situations. Any unused days will be accumulated to a maximum entitlement of 5 (five) days.

Tentative Agreement			
For the Association	Date	For the Board	Date
Counter Proposal 4/13/17 The Association Rejects the			

14.7 Professional Leave

Up to two (2) days of paid professional leave may be granted at the discretion of the Building Administrator with approval of the Superintendent for attendance at workshops, conferences, seminars, or other professional activities which will further District goals and/or the employee's job assignment. Additional days may be granted only when the days are directed by the Building Administrator and approved by the Superintendent.

Tentative Agreemen	ţ
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For the Association	Date	For the Board	Date

Counter Proposal 4/13/17 Article 14.7: The Association Accepts the Board's proposal.

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.

remative Agreement			
For the Association	Date	For the Board	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.]

Article XV Leaves

15.1 Holidays –

Full Year – Paid holidays for Full Year Employees are as follows:

<u>Harwood</u>: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, <u>day</u> <u>after Christmas Day</u>, New Year's Day, Memorial Day, Independence Day, and four (4) floating holidays.

Moretown: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, day after Christmas, New Year's Day, President's Day (floating), Town Meeting Day, Memorial Day, Independence Day, Bennington Battle Day, Martin Luther King Day.

Waterbury-Duxbury:

Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day, Town Meeting Day, Memorial Day, Independence Day, two (2) floating holidays.

Partial Year – The holidays for Partial Year Employees are:

Harwood:

<u>Labor Day</u>, Thanksgiving Day, day after Thanksgiving, Christmas Day, day after Christmas, and New Year's Day.

Moretown: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, day after Christmas, New Year's Day.

Waterbury-Duxbury:

Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, Memorial Day.

Tentative Agreement			
For the Association	Date	For the Board	Date
Counter Proposal 4/13/17 Ar	ticle 15.1 Ho	olidays: The Association Rejec	ts the Board's proposal.

15.2	<u>Vacation</u> – Full-time	full year employ	ees shall receive paid va	cation 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/mon	th (10-days annually)	
	6 - 10 years	1 day/month-(1	2 days annually)	
	11 - 15 years		th (15 days annually)	
	16 - 20 years		(18-days annually)	
	21 - 24 years	1.75 days/mont	h (21 days annually)	
	25 years or longer	2.08 days/mont	h (25-days annually)	
	Waterbury-Duxbury:			
	1 5 years	10 days		
	6+ years	10 days plus (1) additional day for cach	year of service in excess of
		five years, up-to	o a maximum of twenty (20) days.
Tentat	tive Agreement			
For the	Association	Date	For the Board	Date
Count	er Proposal 4/13/17 /	Article 15.2: The	Association Accents	
	, , , , , , , , ,		. Sociation Accepts	

Article XVI Compensation

16.2	Upon request,	a payroll	deduction i	n the	following	areas wi	ll be	honored	ľ
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Health and accident insurance;
Tax sheltered Annuities as authorized by WWSU HUUSD;
Credit Union membership;
Dental Insurance;
Section 125 Plan.

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		
For the Association	 For the Board	
Country Development	For the Board	Date

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

Appendix A — Wages

The hourly wages of returning employees shall be adjusted as follows:

- July 1, 2016 3,75% increase to the hourly wage inclusive of all increases.
- All employees currently earning between \$11.50 to \$12.50 per hour will receive an increase to \$12.50/hour, plus the 3.75% if they were employed at the start of the 2015-16 school-year.
- Employees currently making-less than \$11.50/hour will be increased to \$12.50/hour only.

July 1, 2017 — 6% increase to the hourly wage inclusive of all increases.

July 1, 2018 — 6% increase to the hourly wage inclusive of all increases.

July 1, 2019 — 6% increase to the hourly wage inclusive of all increases.

Support Staff new to the district will have their experience and education evaluated by the Superintendent. Salary placement will be consistent with that of current support staff with comparable education and experience in that the school district. 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 eredentials.

Tentative Agreement			
For the Association	Date	For the Board	Date
Counter Proposal 4/13/17	Annendix A — \	Wages: The Association Reie	cts 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

Differential for Group Paraprofessional:

A \$.50/hour differential will be given to employees in the Group Paraprofessional job categories for a BA degree or higher.

For Harwood Union and Waterbury-Duxbury employees, a \$.50/hour differential will be given to those in the Group Paraprofessional job categories for a BA degree or higher.

For Moretown employees, a \$.15/hour differential will be given to those in the Group Paraprofessional job eategories for a BA degree or higher.

Tentative Agreement			
For the Association	Date	For the Board	Date
Country Droposal 1/12/17	Annendiy A — '	Mages: The Association Reig	cts the Board's proposal

Counter Proposal 4/13/17 Appendix A — Wages: The Association Rejects the Board's proposal.