

**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 ~~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

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

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[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.
- ~~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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For the Board

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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 **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

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- 2-7 **Employee:**
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.**~~

- 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.

- 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.

Tentative Agreement

For the Association

Date

For the Board

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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

For the Association	Date	For the Board	Date

[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.

Tentative Agreement

For the Association

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For the Board

Date

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

- 6.10 Job Categories – Reduction-in-force shall occur ~~in each school district~~ **according to seniority within the District**. 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:

[Keep table on one page]

JOB CATEGORIES
Group: Custodial/Maintenance Job Categories
Job Category: Custodian or Maintenance Worker
Job Category: Asst. Maintenance Director
Job Category: Maintenance Supervisor
Group: Food Service Job Categories
Job Category: Food Service Worker (<i>includes Cashier, Food Preparation, Dishwasher</i>)
Job Category: Food Service Cook
Job Category: Baker
Group: Administrative Assistant or Secretarial Job Categories
Job Category: Secretary or Receptionist or Administrative Assistant
Group: Paraprofessional Personnel Job Categories
Job Category: Instructional Assistant (<i>includes Academic, Teacher, Library, or Planning Room Assistants, Job Coach</i>)
Job Category: Monitor (<i>includes but not limited to Study Hall, Hall Monitor etc.</i>)
Job Category: Personal Care Assistant
Job Category: Specialized Assistant
Group: Specialist Personnel Job Categories, including but not limited to these categories
Job Category: Learning Center Coordinator
Job Category: Planning Room Coordinator
Job Category: Student Support Specialist
Job Category: Orton-Gillingham Tutor
Job Category: Campus Coordinator
Job Category: Technology Assistant
Job Category: Technology Aide
Job Category: Nurse's Assistant
Job Category: Transportation Aide
Job Category: Speech Language Pathologist Assistant

**Tentative Agreement
Proposed Changes to Article 6.10**

For the Association

Date

For the Board

Date

6.11 If it is necessary to create new job categories in order to meet operational or student 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).

Tentative Agreement

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

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

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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

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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 ~~\$800. Waterbury-Duxbury \$500.00 Moretown \$500.00; Harwood \$800.00.~~ Employees must secure prior approval for all such professional development at least two (2) weeks prior to registration if reimbursement is being sought.

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- 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 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.

Transition: 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 lay-off shall retain all benefits to which the employee was entitled at the time of the change of the employer.

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For the Association

Date

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13.3 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.

Transition: Harwood Union High School ~~Partial-Year~~year 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.

Transition: 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 lay-off shall retain all benefits to which the employee was entitled at the time of the change of the employer.

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13.8 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.

Transition: 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 lay-off shall retain all benefits to which the employee was entitled at the time of the change of the employer.

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**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.

Transition: 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 lay-off shall retain the benefits to which the employee was entitled at the time of the change of the employer.

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4.1-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

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- 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.

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For the Association

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**Article XV
Leaves**

15.1 Holidays --

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

Harwood: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, **day after Christmas Day**, 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:

Labor Day, 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

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**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.~~

Transition: 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 lay-off shall retain the salary or wage rate to which the employee was entitled at the time of the change of the employer.

Tentative Agreement

For the Association

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For the Board

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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.~~

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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~~ **and/or** credentials.

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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.

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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 categories for a BA degree or higher.~~

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