

Association Responses to Board's proposals of 10/17/16, Given 10/25/16

DRAFT

3.2 Contract Release: Association rejects.

4.8 Contract letter: Association counterproposal.

A teacher's annual contract **letter** shall be signed by representatives of the appropriate Board and the Superintendent, and shall state the teacher's ~~grade(s) or teaching assignment(s), and teaching salary and the total number of contracted days.~~ Teachers may be reassigned within their areas of licensure and endorsement ~~at the time contracts are issued~~ **between their contract issuance and July 1st. Teachers will only be reassigned between buildings at the time of contract issuance.**

9.2 Work year: Association Counterproposal

9.2 The work year will not be more than ~~188 days in 2015-2016, and not more than~~ 190 days ~~in 2016-2017~~, no more than 180 of which shall be teaching days. School shall not be scheduled on Town Meeting Day. Any orientation days shall be scheduled ~~on consecutive workdays~~ **immediately within 5 weekdays of** before the opening of school. Teachers should have input in the planning of Professional Development **as described in 9.5.**

9.5 Professional Development Committee: Association accepts.

10.1 Length of School Day: The Association rejects.

12.6 Cash in Lieu of Health Insurance: The Association rejects.

13.4 Driver's Ed: Association agrees in principle, prefers association language.

13.7 Coursework: The Association rejects.

14.1: Accumulated Sick Days paid out during retirement: Association rejects and would like to see language including long term disability. Association requests to know how much has been paid out from this clause in the last ten years.

15.1 change elective surgery to planned medical procedure: Association accepts.

15.2 Sick leave accumulation: Association rejects. Would like to see Long Term Disability language with it first.

15.3 Notification of personal days: Association accepts.

17.1 change principal to superintendent: Association counters.

20.1 Videotaping: Association rejects.

24 G: Association requests more information.

Association's proposal to the board, 10/25/16

New items

13.2 Fair Share

13.2 Any teacher who elects to join the Association **or be a Fair Share Member**, may sign and deliver to the Board an assignment authorizing payroll deductions in substantially equal installments for such dues. The Boards agree to deduct from the salaries of its teachers dues as said teachers individually and voluntarily authorize the Boards to deduct. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 to June 15 of any year. Pursuant to such authorization, the Boards will deduct membership dues in substantially equal installments over a twelve (12) month period beginning with the first paycheck in September or the first paycheck following a new member enrollment in the Association and transmit the moneys deducted, and a record of the deductions to the treasurers of the Associations. The Boards also agree to continue to administer any other payroll deductions currently in existence and pursuant to Article 13.1.

All members of the bargaining unit who are not members of the Association shall pay an Agency Fee, which is equivalent to the Association's costs of the representation of the employees in the bargaining unit. Such Agency Fee, however, shall not exceed eighty-five percent (85%) of the Association dues, fees, and assessments for that year. Any employee who elects not to join the Association may sign and deliver to the Superintendent an assignment authorizing payroll deduction of the Agency Fee.

By October 1 of each school year the Board shall provide to the Association a list of all employees in the bargaining unit. When a new employee is hired, the Board will provide that new employee's name to the Association in writing within thirty (30) days of the date of hire. The Association will certify the amount of the Agency Fee to the Board by October 15 of the school year in which the amount changes. The Association shall notify the Board by November 1, of the bargaining unit members who are not members of the Association, and if the employee signs and delivers to the Superintendent an assignment authorizing payroll deduction of the Agency Fee, the Agency Fee shall be deducted in the same manner as is the case for those employees who are members of the Association.

Article 17: Personal Leave

17.1 The Board shall grant teachers three (3) personal business leave days per year subject to the following conditions:

(a) A personal day is defined as leave taken for unstated personal reasons.

(b) Personal leave requests should be submitted to the superintendent at least forty-eight (48) hours in advance of the request except in cases of emergency or unavoidable situations.

(c) Personal leave immediately before or after a holiday, during the first or last five days of school, or on inservice days needs to be approved by the superintendent and filed with the building principal.

(d) Any unused personal days in a school year will be credited to cumulative sick leave.

(e) A teacher may request the personal leave orally if circumstances require it. However, it must be followed by request in writing after the teacher returns to duty.

~~Each year teachers shall be granted by the Board three (3) days of personal leave without loss of pay to allow a teacher to conduct personal, business, legal, or family matters which cannot reasonably be accomplished outside of school hours. In the event a teacher does not use all three (3) personal days in one school year, the remaining days will be awarded to the teacher as sick days and be added to the sick days the teacher has accumulated thus far.~~

Included within the intended purposes of personal leave could be court appearances, legal conferences, personal business transactions, attendance at funerals not covered under a bereavement leave, attendance at weddings, graduations, etc. Personal leave is not intended to be used for pleasure, recreation, shopping, to accompany a spouse on a business trip, or solely to extend a weekend or vacation. Personal leave shall not be used for income producing activities or for personal monetary gain. Personal leave may not be used during parent conference days or in-service days without the prior approval of the Principal. Except in extenuating circumstances, personal leave may not be used to extend vacations, holidays, or weekends.

A teacher shall submit the personal leave request form to the building principal or his/her designee at least forty-eight (48) hours in advance, except in case of emergency. A teacher shall not be required or requested to provide any more detailed reason than the general category of the leave, i.e., personal, business, legal, or family. A teacher may provide information on the reason for personal leave requested for the workday immediately before or after a vacation, holiday, or weekend.

In emergency cases, more than three (3) days may be granted by the Board. Except for extenuating circumstances, all requests for use of personal leave require prior notification and approval of an administrator.

Appendix A: Salary

6% new money in each of years 1, 2, 3, 4

Items remaining on the table from Association Proposal of 10/17/16

New Clause

Intent: Half-time teacher duties clarifications and work day

(Placement TBA): Teachers who work part time will have all duties and meeting expectations prorated. The administration will make every attempt to have their schedule be consistent from day-to-day and have their teaching blocks be consecutive.

10.6 Substitutes

Intent: cover teachers substituting during their planning time.

10.6 An attempt shall be made by the administration to obtain qualified substitutes for all teachers who are absent. In the event that a substitute cannot be found, administration may ask a teacher to substitute during their planning time, including teachers keeping classes scheduled for specials. Accepting a request to substitute must be voluntary for teachers and teachers will be compensated twice the rate a substitute teacher would have been paid in addition to their regular salary. In a case where there is regularly an additional teacher in the classroom who is not the teacher of record, and that teacher is asked to substitute, they will be paid the substitute rate in addition to their regular salary. (e.g. if a special educator is ordinarily in a math classroom and is expected to substitute for the math teacher.)

Article 12 Health Insurance

Intent: Hold staff harmless due to errors by Central Office

(Placement TBA) Should the benefits of an employee be canceled or devalued in error by the Barre Supervisory Union, the supervisory union will bear the full cost the teacher will incur due to this error.

Health Insurance proposal TBA, pending meeting on 11/7

13.4 Driver's Ed

Intent: to allow the FTE driver's ed teacher to drive during the school day as part of his job, and the hourly rate

13.4 All Behind-the-Wheel Driver's Education instruction **which is not completed as part of an FTE's work day may** will be compensated at the hourly driving rate contained in the co-curricular salary schedule.

13.7 Tuition Reimbursement

Intent: to allow flexibility in things like library certification when someone is asked to switch, enrollment in SNHU's NBCT program, etc, at approval of superintendent.

Clarify approval for recertification.

13.7 Each teacher shall be entitled to advance payment of tuition up to the dollar value of the current year's rate of three (3) University of Vermont credits or six (6) credits if enrolled in either an advanced degree program beyond bachelor's, **another education program approved by the superintendent**, or a C.A.S. program. If the teacher attends another institution, the teacher will be entitled to advance payment for however many credits may be purchased with this dollar amount.

13.8 Outside curriculum

Intent: match with actual practice

13.8 When mutually agreed upon by teacher(s) and administration, many activities such as planning, curriculum, ~~and/or~~ scheduling, **or other similar activities** may be done outside of the regular school day or year. Teacher compensation will be at the rate of ~~one hundred dollars (\$100.00) per seven (7) hour day.~~ **\$25 an hour.**

13.10 Mileage

Intent: Most teachers who travel do so between BTEMS and BCEMS, which is a distance of 2.3 miles. Assuming they do so once every student day, this is \$223.56 by the IRS rate.

13.10 Teachers will be compensated at the current IRS mileage rate whenever they use their automobiles during the school day to conduct official school business which has been specifically authorized and approved by the administration. Teachers who regularly travel between schools within the Supervisory Union as part of their normal teaching assignment shall receive a **two hundred twenty four** ~~one hundred (\$100)~~ **(\$224)** dollar per year mileage stipend in lieu of the aforementioned mileage reimbursement rate.

17.2 Expansion of Bereavement:

Intent: include funerals for students and colleagues, create consistency with paraeducator contract.

~~17.2 Up to five (5) additional days will be granted in the event of death of any of the following: the teacher's spouse, children, parents, grandparents, siblings, step-children, step-parents, in-laws, step-siblings, or persons considered a member of the immediate family residing within the household.~~

Each educator shall be granted by the Boards up to five (5) days paid leave per instance for a death in an educator's immediate family and two (2) days for other family members, to a maximum of ten (10) days per year. Immediate family is defined as follows: spouse or party to a civil union, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law or member of the immediate household. "Other" family member is defined as follows: uncles, aunts, nephews, nieces, cousins. Written notice shall be given to the

immediate supervisor or his/her designee, twenty-four (24) hours in advance, except in an emergency. Up to one (1) additional day will be granted in the event of the death of a Barre Supervisory union employee or student for the purpose of attending the funeral or other related services, should it be during school hours. Should an employee exhaust their bereavement leave, the superintendent may grant more at his/her discretion.

Appendix B: Co-curricular

Would like to start discussion with athletic directors.

Appendix B discussion should include dept chair stipends, middle school athletic directors, and evaluating whether SLPs should be eligible for National Board.

Barre SU Teacher Negotiations
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7.4 On the authorization of the Superintendent, the Board will reimburse teachers for any loss, damage, or destruction of clothing ~~or personal property (including motor vehicles)~~ of the teacher occurring while the teacher is acting in the discharge of his/her duties. Report of such damage will be made to the Superintendent as soon as possible following discovery of the damage. The Superintendent's determination as to whether or not the damage is eligible for the reimbursement provisions of this article will be final, and not subject to grievance under the terms of Article Three of this contract.

10.1 Teachers are professional employees. Teachers will meet their professional obligations and structure their workday to achieve this end. The length of the assigned teacher workday within each school will be ~~substantially equivalent for all full-time teachers, will be 7 hours for teachers at BCEMS and BTMES, and will be~~ 7 hours and 30 minutes for all full-time teachers at ~~SHS/CVCC~~. Individuals employed in non-regular classroom positions will be scheduled in a manner to assure accessibility by children. These schedules will be designed with staff input, with final determination made by the administration.

12.8 The school district or SU agrees to provide group disability insurance, and the Association agrees to accept any additional benefits included with the disability policy in place, to all teachers who are eligible to receive benefits under the terms of this Agreement. Disability coverage will begin after meeting the eligibility requirements for receiving benefits under the disability plan, including a ninety (90) day elimination period. Disabilities are only those medical conditions as defined as disabilities by the carrier and covered by said insurance policy. The benefit will cover sixty-six percent (66%) of monthly earnings with a maximum benefit of _____ per month.

13.2 Any teacher who elects to join the Association, may sign and deliver to the Board an assignment authorizing payroll deductions in substantially equal installments for such dues. The Boards agree to deduct from the salaries of its teachers dues as said teachers individually and voluntarily authorize the Boards to deduct. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 to June 15 of any year. Pursuant to such authorization, the Boards will deduct membership dues in substantially equal installments over a twelve (12) month period beginning with the first paycheck in September or the first paycheck following a new member enrollment in the Association and transmit the moneys deducted, and a record of the deductions to the treasurers of the Associations. **Should federal and/or Vermont statute require employees who do not elect to become members of the Association to pay an Agency Fee, the Boards agree to deduct from the salaries of those teachers agency fees as said teachers individually and voluntarily authorize the Boards to deduct. Should federal and/or Vermont statute cease to require employees who do not elect to become members of the Association to pay an Agency Fee, the Boards agree to cease deductions of agency fees upon receipt of a written request to do so from a teacher.** The Boards also agree to continue to administer any other payroll deductions currently in existence and pursuant to Article 13.1

13.4 All Behind-the-Wheel Driver's Education instruction **which is not completed as part of a teacher's FTE work day** will be compensated at the hourly driving rate contained in the co-curricular salary schedule.