

ASSOCIATION

1/11/17

NOTE:

Language proposed to be removed in in ~~strikethrough~~ format.

Language proposed to be added is in **boldface** format.

Comments are in **[bold-face brackets]**format.

BTPEA and BEA proposal to board

1/11/17

[The current 8.1 would be in effect from July 1, 2017 through December 31, 2017]

[Insurance Proposal: to be inserted after current 8.1]

Effective January 1, 2018:

The board will pay 95% 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 paraeducator: Platinum, Gold, Gold CDHP, Silver CDHP. In addition, the Board shall provide each paraeducator with an integrated Health Reimbursement Arrangement sufficient to cover all medical expenses not covered by the VEHI Plan chosen by the paraeducator/employee. All administrative costs for the integrated HRA shall be paid by the board.

8.5 Dental

[Intent: Bring in line with Teacher Contract]

8.5 The Boards will provide VEHI Delta Dental Insurance coverage for all ParaEducators at ~~50%-100%~~ **Board contribution, plans A, B, and C. Two-Person or Family coverage may be purchased by the Para-Educator for the difference between the Boards' percent (50%~~100%~~) contribution and the cost of the two-person or family plan.**

9.1 b)

[Intent: bring in line with teachers' contract]

9.1

b) Unused sick leave shall accumulate from school year to school year to a maximum of ~~one hundred twenty (120)~~ **one hundred (100) days. Individuals employed fifteen (15) years or more with more than one hundred (100) days as of July 1, 2017 will receive twenty dollars (\$20-\$25) per day for unused accumulated sick leave upon termination of employment, unless the Para-Educator is terminated for cause.**

10.1 Para-Educators shall be paid in accordance with the hourly wage increase schedule as follows:

• ~~Effective July 1, 2014, each Para-Educator who was employed during the 2013-14 school year will have his/her rate increased by \$0.40 (forty cents).~~

- ~~Effective July 1, 2015, each Para-Educator who was employed during the 2014-15 school year will have his/her rate increased by \$0.45 (forty-five cents).~~
- ~~Effective July 1, 2016, each Para-Educator who was employed during the 2015-16 school year will have his/her rate increased by \$0.45 (forty-five cents).~~
- Effective July 1, 2017, each Para-Educator who was employed during the 2016-17 school year who is making fewer than \$15 per hour will have his/her rate increased (one time) to \$15.
- Effective July 1, 2017, each Para-Educator who has been employed more than five years will have his/her rate increased by \$0.50 for each five years they have been employed in the district. (i.e. 16 years would be \$1.50 increase.)
- Effective July 1, 2018, each Para-Educator who was employed during the 2017-18 school year will have his/her rate increased by \$0.50 (fifty cents).
- Effective July 1, 2019, each Para-Educator who was employed during the 2018-19 school year will have his/her rate increased by \$0.50 (fifty cents).

[10.5 - Intent: Consistency across buildings]

~~40.5 The Barre Town Board shall reimburse a Barre Town Para-Educator for up to three credits earned. This reimbursement will be based on an actual cost basis up to the equivalent of the UVM rate on a first come first serve basis up to a maximum total yearly expense of six thousand dollars (\$6,000) for all credits for Barre Town Para-Educators covered by this contract.~~

~~Credit reimbursement shall be subject to the following:~~

- ~~1. Credits earned at an accredited college or university approved in advance by the Superintendent.~~
- ~~2. Credits earned for courses, workshops, in-service programs, or other educational activities that are approved in advance by the Superintendent.~~
 - ~~a. Reimbursement will be made in the first pay period following the submission of a satisfactorily completed transcript or grade report and the appropriate forms to the Superintendent.~~
 - ~~b. All credits to be applied to this Article must have reimbursement application forms and advanced approval by the Superintendent.~~

~~Each The School Board (BCEMS and SHS/BTC) agrees to establish a tuition fund of \$10,000 \$30,000 for its Para-Educators. Tuition reimbursement will be allotted on a first come, first served basis for courses and their associated fees or workshops approved in~~

advance by the Superintendent or his/her designees. If there are sufficient funds available, a ~~Barre Education Association~~ Para-Educator may apply and be reimbursed for more than one course or workshop per year.

However, second course reimbursement will be held until April 1 and disbursed in order by date of request until funds are gone. Para-Educators applying for second course reimbursement will be informed how much money is left in the fund when their application is conditionally approved. Reimbursement will be made in the first pay period following the submission of a satisfactorily completed transcript or grade report and the appropriate forms to the Superintendent. **The funds that are left (of the \$30,000 per year) , if any, shall be rolled over for use the following year towards inservice activities that benefit paraeducators from each respective school.**

The Association will be notified of course approvals from the tuition funds and the fund balance when requested.

The Boards agree to allow courses towards a formal degree to be paid from the tuition reimbursement pool if said degree is in Education.

- 10.8 ~~Beginning July 1, 1987, the~~ ~~The Barre Town Board~~ will provide a defined contribution supplemental retirement program through a 403(b) tax-deferred annuity. ~~Barre Town~~ ParaEducators will be eligible for participation in the annuity program after seven (7) consecutive years of employment. All Board contributions shall be one hundred percent (100%) vested in each Para-Educator. The ~~Barre Town Board's~~ contribution shall equal the ~~Barre Town~~ Para-Educator's contribution to the annuity, but the ~~Barre Town Board's~~ annual contribution shall not exceed five and one-half percent (5.5%) of the Para-Educator's gross annual salary.

All Barre Town Para-Educators working twenty-four (24) hours a week are eligible for Municipal Retirement, unless he/she has opted not to participate as of December, 1987. All Barre Town Para-Educators participating in the Municipal Retirement System will not be eligible for the above annuity as of September, 1990. A Barre Town Para-Educator who participates in the above annuity program through 1988-89 will be able to maintain participation throughout his/her period of employment. As of September 1, 1990, the Barre Town Board will provide only Municipal Retirement contributions, except for those already participating in the annuity program that have elected not to participate in the Municipal Retirement System as of December, 1987.

- 10.9 ~~It is agreed that the Boards as soon as practical would establish a 403 (b) program to be fully funded by the Para Educator.~~

- 10.10 Members of the bargaining unit who voluntarily agree to act as a substitute for a teacher shall be paid at the existing substitute rate for the school district or their hourly rate of pay and an additional ~~\$2.00~~ **\$4.00** per hour, whichever is greater.

13.1 The provisions of this Agreement will be effective as of July 1, 2014-2017 and will continue and remain in full force and effect until June 30, 2017-2020. Said agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless the Boards and the Associations give written notice to the other not later than November 1, prior to the expiration date or any anniversary thereof of its desire to reopen this Agreement and to negotiate over terms of a successor Agreement.

[Appendix A - Para Educator Hiring Guide]

Para-Educator Salary Schedule for NEW HIRES ONLY

	2014-2015	2015-2016	2016-2017
Step-1	\$10.90	\$11.00	\$11.10
Step-2	\$11.25	\$11.35	\$11.45
Step-3	\$11.60	\$11.70	\$11.80
Step-4	\$11.95	\$12.05	\$12.15
Step-5	\$12.30	\$12.40	\$12.50
	2017-2018	2018-2019	2019-2020
Step 1	\$14.00	\$14.10	\$14.20
Step 2	\$14.25	\$14.35	\$14.45
Step 3	\$14.50	\$14.60	\$14.70
Step 4	\$14.75	\$14.85	\$14.95
Step 5	\$15.00	\$15.10	\$15.20

NOTES:

[Association needs to respond/counter:]

[Board proposal 6.6 (question about mileage)]

[Board proposal 10.7 (26 week) Association has questions]

[Awaiting response from board:]

[9.4 Personal days]

ASSOCIATION
FOR ARTISTS 10.7

Para educator break down

At 26 week division of yearly salary (each paycheck the same)

49.85 hours X 17.09 per hour \$851.94

less insurance and dues \$ 50.86

Taxable income \$ 801.08

Taxes \$128.17

Take home \$672.91

Time sheet breakdown

70 hours (35 hours per week) x 17.09 \$1196.30

less insurance/ dues \$ 50.86

Taxable income \$1145.44

Taxes \$ 183.27

Take home pay \$ 962.17

(\$289.26 difference)

Less than 70 hours breakdown

First week of school as example

3 days at 7 hours = 21 hours x \$17.09 = \$358.89

less insurance (no dues yet) \$ 34.73

Taxable income \$324.16

t axes \$ 51.87

Take home \$ 272.29

A difference of \$400.62 for the first pay period of the new school year, where there is not opportunity to put money into a savings account coming off of summer break.

Barre SU Para-Educator Negotiations
Board Proposals and Counters to previous Association Proposals
01-11-2017

“*” = Board’s Language is unchanged from 12-5-2016

3.5 **The Board is willing to TA the Association’s proposal from 12-05-2016**

4.1* The Barre Town Association and Barre Education Association will be notified of the **anticipated and budgeted funded** Para-Educator positions by April 1 or within thirty (30) days of the date the budget passes; **a portion of these positions may be contingent for needs that may develop after the initial issuance of contract letters.** ~~Individual~~ **Contracts letters for known these funded** positions shall be sent to Para-Educators no later than May 1st and shall be returned to the Office of the Superintendent no later than May 16th, or the first regularly scheduled school day following May 16th if the 16th is not a scheduled school day. The provisions of Article 4.3 shall prevail with respect to reduction in force. The final date for return of contracts is fifteen (15) calendar days from the date of issuance.

6.5* When necessary to meet the needs of the student body, the Administration may change or modify assignments, **including assignments in different schools within the supervisory union.** The Administration will give the Association a ~~two~~ **one**-week notice of such changes or modifications. The Administration shall provide any necessary training/support for the Para-Educator to succeed in the new/newly modified position. Procedures in Article 6.2 and Article 4.3 shall be followed to assist the Para-Educator in applying for and accepting such a new/modified position.

6.6* **Transition of employment:**

- a) **Para-Educators transitioned from employment with a member District to employment with the Barre Supervisory Union shall retain their current rate of pay, seniority and or benefits provided under the terms of the negotiated Agreement. Such Para-Educator s shall be recognized as members of the bargaining unit represented by their former District of employment.**
- b) **Should future Vermont Statute require transition of employment from the BSU back to the member districts, the Para-Educator s shall retain all rates of pay, seniority and benefits, and employment shall be assumed by the school districts that comprise the BSU.**
- c) **In the event of a reduction in force among Para-Educator staff during or following the transition to the BSU the provisions of this Agreement pertaining to Reduction In Force shall apply. Para-Educator staff employed by the BSU at the time of any reduction will be considered as a group for the purpose of layoff and recall.**
- d) **Para-Educator staff hired after the transition to the BSU will be placed on the appropriate step and column of the salary schedule in accordance with the provisions of this Agreement.**
- e) **Para-Educator staff assigned to work in more than one school on the same day (other than assignments at the Central Vermont Career Center and SHS) shall be allowed a reasonable time between the end of the last assignment in the first school and the beginning of the first assignment in the second school for travel and preparation.**

7.5

- a.* Para-Educators may be asked to work additional hours and will receive their normal hourly rate for such time. ~~The additional pay will be included in the next pay period after it is earned.~~ Additional time will be recorded on the Para-Educator's timesheet. Prior approval by a supervisor is required to work additional hours.

Requests for additional time could include attendance at IEP meetings, preparation and training meetings, field trips that extend beyond the regular school day, etc.

- e. Para-Educators will receive a minimum of twenty-four (24) hours notice prior to being required to attend a field trip.

8.1*

A. July 1, 2017 through December 31, 2017: In Barre Town, Barre City, Barre Technical Center, and Spaulding High School the Boards agree to hold the same medical insurance plan as that for the teachers for those Para-Educators desiring such coverage. Said medical insurance shall be for a twelve (12) month period (September 1 through August 31). Effective July 1, 2001, the employer will pay single coverage with the employee's option to pay the difference for two-person or family coverage as follows:

VEHI Dual Option Single Coverage: Board pays 90% of premium, Para-Educator pays 10%. Board contribution will be pro-rated for Para-Educators who are regularly scheduled to work at least seventeen and a half (17.5) but less than thirty (30) hours a week.

The Board agrees to administer payroll deductions for the balance of the monthly premium costs borne by the employee, provided written notification authorizing deductions is submitted by the employee to the Superintendent's office on or before August 20.

B. Effective January 1, 2018 Para-Educators may elect coverage under one of the four (4) health insurance plans offered by VEHI. The District will contribute an amount of money toward the cost of the health insurance premium for single coverage for each full-time Para-Educator (i.e., one who is regularly scheduled to work at least thirty [30] hours a week during the school year). The District's contribution to the cost of a full time Para-Educator's single health insurance premium will not exceed \$5,700. A Para-Educator electing coverage under the VEHI Gold CDHP Plan or a more expensive group health Plan offered by VEHI will pay the difference in premium cost between the cost of the Plan selected by the Para-Educator and the amount contributed by the District. A Para-Educator selecting coverage under a less expensive Plan offered by VEHI may apply the District's premium contribution to the cost of the Plan selected in an amount up to but not to exceed the full cost of the annual premium for single person coverage under the Plan selected.

A Para-Educator will have the option to purchase coverage for his/her dependents at his/her own expense. Para-Educator contributions to the cost of health insurance premiums will be made by payroll deduction on a pre-tax basis through a Section 125 Plan administered by the employer.

In addition to the premium contributions referenced above, the Board will establish and maintain Health Reimbursement Accounts (HRA) for Para-Educators who select coverage under either the VEHI Gold CDHP Plan or the Silver CDHP Plan. The Board will pre-fund the HRA maintained for any full time employee participating in either the Gold or Silver CDHP Plan to the following levels each Plan year (January 1 through December 31): single plan = \$1,000; two person, parent and children and family plans = \$2,000. Funds in the HRA will be available and may be used solely to pay for qualified medical and prescription drug expenses that track towards the annual deductible of the Plan selected. Para-Educators will be issued debit cards with which to pay eligible medical and prescription drug charges subject to the deductible amounts funded by the Board. Unspent funds will not rollover or accumulate from year to year, but will revert to the District, subject to a ninety (90) day run out period. Para-Educators will be responsible for payment

of qualified medical and prescription drug expenses that track towards the annual deductible only after funds in the HRA (i.e., \$1,000 or \$2,000, as applicable) are exhausted. Para-Educators are responsible for the payment of any co-payments or coinsurance charges incurred up to the out of pocket maximums for the Plan selected.

The Board will be responsible for the administrative costs of operating the HRA plan. Any substantive or procedural issue related to the operation or administration of the HRA Plan not specified herein is left to the discretion of the Board.

The Board's annual contribution toward premium costs and HRA funding (if applicable) will be pro-rated for part time Para-Educators who are eligible to join the group health insurance plan and for Para-Educators who become employed or eligible for insurance after January 1 of any Plan Year.

- C. If a Para-Educator's spouse is also employed by the BSU or by a school district in the BSU in a position which is eligible for health insurance benefits one of the employees shall be the Plan participant and the other is eligible for benefits as a dependent.**
- D. Employee premium contributions will be made by payroll deduction on a pre-tax basis through a Section 125 Plan administered by the employer.**

Package Proposal on LTD/Sick Leave(8.8, 9.1, 9.3):

8.8 The school district or SU agrees to provide group long term disability (“LTD”) insurance, and the Association agrees to accept any additional benefits included with the disability policy in place, to all Para-Educators 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 percent (60%) of monthly earnings up to a maximum benefit of \$6500 per month. A Para-Educator experiencing a long term illness or disability shall make a timely application for benefits under the LTD Plan. A Para-Educator who qualifies for benefits under the LTD Plan may use accrued sick leave to make up the difference between the amount paid by the insurance carrier and the teacher’s regular base salary, but may not draw leave from the sick leave bank for this purpose.

9.1

- b) Unused sick leave shall accumulate from school year to school year to a maximum of **one-hundred (100) ~~one hundred twenty (120)~~** days. Individuals employed fifteen (15) years or more will receive twenty dollars (\$20) per day for unused accumulated sick leave upon termination of employment, unless the Para-Educator is terminated for cause. **Para-Educators who have more than one-hundred (100) sick days accumulated as of June 30, 2017 will not be awarded any additional sick days until their use of accrued days drops their balance to 100 or below.**
- c) Any Para-Educator may donate up to five (5) sick leave days per school year to a building based Para-Educator sick leave pool.
1. A sick leave pool may be accessed by any Para-Educator who is faced with a catastrophic illness or accident and has exhausted all personal sick leave, at the discretion of the Superintendent.
 2. Recipients cannot use more than thirty-five (35) days from the pool, **except in the following case:**
 - **A Para-Educator experiencing a long term illness or disability shall make a timely application for benefits under the LTD Plan, and may draw sick leave from the bank as necessary only to meet the elimination period under the LTD Plan.**
 3. Any days remaining in a building based Para-Educator sick pool will be rolled over to the following school year.
 4. Any additional days accumulated by an individual para-educator, beyond 120, shall be donated to the sick leave pool.
 5. The sick leave pool will have no limits on the amount of days it contains and both Associations will receive a written report at the end of the school year as to the days that remain.

- 6 Access to the pool may be granted first come, first serve, in writing to the Office of the Superintendent. Recipient will be required to provide a doctor's certificate and at the discretion of the Superintendent a second opinion from an agreed upon medical professional may be required.
- 7 Sick leave pool may not be used for elective medical procedures or to extend child-rearing leave. It can, however, be used for family illness in the event of a medical emergency, at the discretion of the Superintendent.
- 8 In the event that the sick leave pool is exhausted, Para-Educators can donate additional days on an as needed basis at the discretion of the Superintendent.

9.3 ~~A Para-Educator who is unable to work because of personal illness or disability and who has exhausted all sick leave may be granted a leave of absence without pay for up to one (1) year. All benefits will continue at the Para-Educator's expense and will be restored in conformance with the Master Agreement upon the ParaEducator's return to work.~~ A Para-Educator who has exhausted sick leave may be granted an unpaid medical leave of absence of up to one (1) year for extended illness that does not qualify for LTD insurance. A Para-Educator on an unpaid medical leave of absence will continue to receive term life insurance and may continue in the group medical and dental plans pursuant to COBRA. A Para-Educator who is eligible to continue in the group medical and/or dental plan shall, unless otherwise provided by law, pay the full cost of premium for the health and/or dental insurance plan selected in accordance with a payment schedule provided by the District. The District or supervisory union may require appropriate medical documentation before approving the leave.

9.4 In addition to sick leave, a Para-Educator may be granted up to two (2) days paid **personal** leave for business, legal, family or emergency matters which cannot reasonably be accomplished outside of school hours. Included within these categories could be court appearances, legal conferences, business transactions, attendance at funerals not covered by bereavement leave, weddings and graduations. This leave is not intended to be used to accompany a spouse or partner on a business, pleasure or shopping trip or to extend a vacation or weekend. **A Para-Educator shall submit the personal leave request to their supervisor at least forty-eight (48) hours in advance, except in case of emergency. In the event a Para-Educator does not use all of their personal leave in one school year, the remaining days will be awarded to the Para-Educator as sick days and be added to the sick days the Para-Educator has accumulated thus far. Any days that are not used in a school year shall be rolled over into the following year at the rate of one sick day per day for the individual Para-Educator or one day donated to the sick pool. The Para-Educator will make that decision and notify in writing to the Superintendent of their decision by July 1. In emergency cases, more than two (2) days may be granted by the Board. Except for extenuating circumstances, all requests for use of personal leave require prior notification and approval of a supervisor.**

9.6 Each Para-Educator shall be granted by the Boards up to five (5) days paid leave per instance for a death in a Para-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. **The superintendent may grant additional bereavement leave at his/her discretion.**

10.1 Wages – Proposed separately

APP A Hiring Guide – Proposed separately

10.2* All newly employed Para-Educators shall be **placed on the appropriate hourly wage schedule step** in accordance with their credit and experience levels **per Appendix A** and shall receive the **corresponding hourly wage defined in the Hiring Guide of that appendix commensurate to that step.** The Hiring Guide to be used for new hire placement only.

10.5* **The Barre Town Board shall reimburse a Barre Town Para-Educator for up to three credits earned. This reimbursement will be based on an actual cost basis up to the equivalent of the UVM rate on a first come first serve basis up to a maximum total yearly expense of six thousand dollars (\$6,000) for all credits for Barre Town Para-Educators covered by this contract.**

Credit reimbursement shall be subject to the following:

- 1. Credits earned at an accredited college or university approved in advance by the Superintendent.**
- 2. Credits earned for courses, workshops, in-service programs, or other educational**

~~activities that are approved in advance by the Superintendent.~~

~~a. Reimbursement will be made in the first pay period following the submission of a satisfactorily completed transcript or grade report and the appropriate forms to the Superintendent.~~

~~b. All credits to be applied to this Article must have reimbursement application forms and advanced approval by the Superintendent.~~

~~Each~~ The School Board (BSU ~~BCEMS and SHS/BTC~~) agrees to establish a tuition fund of ~~\$10,000~~ \$30,000 for its Para-Educators. Tuition reimbursement will be allotted on a first come, first served basis for courses or workshops approved in advance by the Superintendent or his/her designees. If there are sufficient funds available, a Barre Education Association/~~Barre Town~~ Para-Educator may apply and be reimbursed for more than one course or workshop per year. However, second course reimbursement will be held until April 1 and disbursed in order by date of request until funds are gone. Para-Educators applying for second course reimbursement will be informed how much money is left in the fund when their application is conditionally approved. Reimbursement will be made in the first pay period following the submission of a satisfactorily completed transcript or grade report and the appropriate forms to the Superintendent.

The Association will be notified of course approvals from the tuition funds and the fund balance when requested.

The Boards agree to allow courses towards a formal degree to be paid from the tuition reimbursement pool if said degree is in Education.

10.7* Para-Educators shall be paid bi-weekly during their period of employment based on the actual hours worked in each pay period. ~~If requested by the Para-Educator, however, payment may be pro-rated over a twelve month period and paid in twenty-six (26) substantially equal amounts.~~ The Board shall offer an employee savings plan to allow Para-Educators to put money aside from bi-weekly paychecks and draw from this savings plan over the summer if they wish to access their pay in substantially equal amounts over a twelve month period.

10.10 The Board rejects the Association's proposal from 12-05-2016

13.1* The provisions of this Agreement will be effective as of July 1, 2017 ~~2014~~ and will continue and remain in full force and effect until June 30, 2018 ~~2017~~. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless the Boards or the Associations give written notice to the other not later than November 1, prior to the expiration date or any anniversary thereof of its desire to reopen this Agreement and to negotiate over terms of a successor Agreement.

14.1 The Board rejects the Association's proposal from 12-05-2016