

.BEA/BTPEA negotiations
Associations proposals and counter to previous Board Proposals
01/26/2017

#- Association's language is unchanged from 1/11/2017

3.5 Clarify TA on 1/11/2017

4.1 Still needs clarification from the board

6.5 Still needs clarification and language around skill set and comfort level.

6.6 e) ... 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 preparations. Add here Para-educators will be paid mileage at the current IRS rate for any travel between assignments. This payment will occur after submission of a mileage form to the business office and in a separate check from payroll.

8.1 July 1, 2017 through December 31, 2017 : In Barre Town, Barre City, Barre Technical Center- Central Vermont Career 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 prorated 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.

Effective January 1, 2018 the District will contribute a percentage of the cost of the health insurance premium for each full time para-educator participating in one (1) of the four (4) group health insurance plans offered by the District through VEHI. The District's contribution to the cost of a full time para-educators health insurance premium will be a percentage of the annual cost of the respective plan as follows:

	Platinum	Gold	Gold CDHP	Silver CDHP
Percentage	70%	75%	90%	95%

An eligible para-educator may select single, two-person, parent and child(ren) or family coverage under any of the available plans offered by VEHI. A para-educator electing coverage under any of the VEHI plans may apply the District's premium contribution to the cost of the Plan selected in an amount up to but not to exceed the cost of the premium for the level of coverage selected.

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 District will establish and maintain Health Reimbursement Accounts (HRA) for para-educators who elect coverage. The District will fund the HRA maintained for any full time para-educator participating in health plans to the following levels, as a percentage of the Total Out of Pocket Maximum costs for the respective plan, for each plan year (January 1 through December 31) as follows:

	Platinum	Gold	Gold CDHP	Silver CDHP
Percentage	90%	80%	100%	65%

Funds in the HRA will be available and may be used solely to pay for qualified medical and prescription expenses that track toward the annual deductible of the Plan selected. Unspent funds will not roll over or accumulate from year to year, but will revert back to the District. Para-educators will be responsible for payment of qualified medical and prescription expenses that track toward the annual deductible only after funds in the HRA are exhausted. Para-educators are responsible for the payment of any coinsurance charges incurred up to the out of pocket maximums for the Plan selected.

The district's contribution toward premium costs will be prorated for part time para-educators who are eligible to join the group health insurance plan. The District's contribution toward HRA funding will be prorated for para-educators who either become employed or who become eligible for insurance after January 31 of any Plan Year.

The District 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 District.

Health and/or insurance coverage shall become effective and terminate as allowed by the carrier and as prescribed by law.

A. The insurance year shall cover the period of September 1 through August 31 for para-educators on staff on June 30 of the preceding school year.

B. Para-educators issued a contract during the period of July 1 through August 31 shall be enrolled as of the following September 1, subject to timely receipt of application by the insurance carrier. **If the para-educator is enrolled in a health plan which is eligible for an HRA contribution the amount of that contribution will be prorated for the four months remaining in the first calendar year of employment.**

C. Para-educators issued a contract subsequent to August 31 shall be enrolled as of the date of employment or as of the date the enrollment application is accepted by the insurance carrier, whichever is later. **If the para-educator is enrolled in a health plan which is eligible for an HRA contribution the amount of that contribution will be prorated for the four months remaining in the first calendar year of employment.**

8.8, 9.1, 9.3

#9.4 The association rejects. Counter proposal : In addition to sick leave, a Para educator may be granted up to ~~two (2)~~ **three (3)** days paid **personal** leave for business, legal, family or emergency matters which cannot reasonably be accomplished outside of school hours.

#9.6 Bereavement leave - the Association rejects the language change - put back uncle, aunts, nephews, nieces, cousins.

10.2 Dependant on acceptance of proposed hiring guide

#10.5 **The School Board 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 or 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) shall be rolled over for use the following year towards inservice activities that benefit para-educators from each respective school.**

10.7 The Associations reject the boards proposal from 12/5/2016.

#10.10 Members of the bargaining unit who voluntarily agree to act as a substitute for a teacher or behavior interventionist in the district shall be paid an additional ~~\$2.00~~ **\$4.00** per hour.

13.1 The provisions of the Agreement will be effective as of July 1, ~~2017~~ **2014** and will continue and remain in full effect until June 30 ~~2020~~ **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.

1/26/2017

Replace wage proposal from 1/11/2017

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

- **Effective July 1, 2017, each para educator who was employed during the 2016-2017 school year will have his/ her rate increased by \$0.75 (seventy - five cents).**
- **Effective July 1, 2018, each para educator who was employed during the 2017-2018 school year will have his / her rate increased by \$0.60 (sixty cents)**
- **Effective July 1 , 2019, each para educator who was employed during the 2018-2019 school year will have his/her wage increased by \$.55 (fifty-five cents)**

Barre SU Para-Educator Negotiations
Board Proposals and Counters to previous Association Proposals
01-26-2017

“*” = Board’s Language is unchanged from 12-5-2016/1-11-2017

- 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.**

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.

8.5 **The Board Rejects the Association's Proposal**

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

- Effective July 1, 2017, each Para-Educator who was employed during the 2016-17 school year will have his/her rate increased by \$0.35 (thirty-five cents).

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.
- 10.8 ~~Beginning July 1, 1987, 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 ParaEducator's gross annual salary.~~

All ~~Barre Town~~ Para-Educators working twenty-four (24) hours or more per 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 has participated in the above annuity program offered to Barre Town Para-Educators prior to

~~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.~~

10.10 The Board rejects the Association's proposal from 1-11-2017

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

APPENDIX A
PARA-EDUCATOR HIRING GUIDE

Hiring Guide

The purpose of this hiring guide is to ensure that incoming Para-Educators are placed appropriately on the salary schedule.

Newly hired Para-Educators will be placed on the salary schedule in accordance with the following guidelines:

- 1) One (1) step on the salary schedule for each year of college (30 credits) up to a maximum of four (4) steps for a Bachelor's degree or equivalent.
- 2) One (1) step on the salary schedule for each year of relevant experience as determined by the Superintendent.
- 3) No newly hired Para-Educator will be placed higher than step FIVE (5) on the schedule based on their education and experience. No newly hired Para-Educator shall be placed on a step higher than an employed Para-Educator with the same credits and experience.

The Boards and the Associations will collect data on the education levels, years of experience and previous educational step advancement of the existing work force.

Para-Educator Salary Schedule for NEW HIRES ONLY

	<u>2017-2018</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
<u>Step 1</u>	<u>\$11.35</u>	<u>\$10.90</u>	<u>\$11.00</u>	<u>\$11.10</u>
<u>Step 2</u>	<u>\$11.70</u>	<u>\$11.25</u>	<u>\$11.35</u>	<u>\$11.45</u>
<u>Step 3</u>	<u>\$12.05</u>	<u>\$11.60</u>	<u>\$11.70</u>	<u>\$11.80</u>
<u>Step 4</u>	<u>\$12.40</u>	<u>\$11.95</u>	<u>\$12.05</u>	<u>\$12.15</u>
<u>Step 5</u>	<u>\$12.75</u>	<u>\$12.30</u>	<u>\$12.40</u>	<u>\$12.50</u>