

Imposition Motion

I make a motion to impose terms and conditions of employment for the period commencing July 1, 2017 and continuing until June 30, 2018, unless extended, on all persons employed by the South Burlington School District as "teachers" or "professional personnel" as defined in the Collective Bargaining Agreement between the South Burlington Educators' Association and the South Burlington School District for the period July 1, 2014 through June 30, 2017 ("Agreement"), as follows:

1. The provisions contained in the Agreement will remain in effect except as modified below.
2. Section 6.1 and the related salary schedules are modified as set forth in Exhibit A; and
3. Sections 9.1, 13.1 and Article XXII are modified as set forth in Exhibit B; and
4. Sections 10.1 and 11.1 are modified and Section 16.1(3) is added as set forth in the Tentative Agreements attached as Exhibit C; and
5. Section 18.1 is modified in its entirety as set forth in Exhibit D;

and, I further move that, with the above-stated modifications, the Agreement shall constitute the final and binding terms and conditions of employment for South Burlington School District teachers.

Motion made at 8:35 AM on August 29, 2017.

EXHIBIT A

Salary Terms and Conditions:

6.1 Salary Schedule. The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached to and made part hereof.

The starting salaries and maximum salaries for the term of this agreement shall be:

	Starting Salary	Maximum Salary
<u>FY 2018</u>	<u>\$45,418</u>	<u>\$91,288</u>

Teachers shall not advance vertically within column on salary schedule during the term of this agreement.

SOUTH BURLINGTON SCHOOL DISTRICT
SBEA Negotiations for FY18 and Beyond
Salary Scale FY18

	Base	45,418				
Step	B	B+15	B+30	M	M+15	M+30
1	45,418	48,891	52,365	55,538	59,012	62,485
2	47,155	50,628	54,102	57,275	60,748	64,148
3	48,891	52,365	55,838	59,012	62,485	65,872
4	50,628	54,102	57,575	60,748	64,222	67,604
5	52,365	55,838	59,312	62,485	65,959	69,311
6	54,102	57,575	61,048	64,222	67,695	71,017
7	55,838	59,312	62,785	65,959	69,432	72,723
8		61,048	64,522	67,695	71,169	74,429
9			66,259	69,432	72,906	76,136
10				71,169	74,642	77,842
11				72,906	76,379	79,548
12				74,642	78,116	81,255
13				76,379	79,852	82,961
14				78,116	81,589	84,667
15				79,852	83,326	86,374
16				81,589	85,063	88,080
17					86,799	89,786
18						91,288

FY18 Imposed
45418

CO- CURRICULAR SCHEDULES
FY 2018 (Imposed)

Category I

1	0.036	\$ 1,635
2	0.040	\$ 1,817
3	0.044	\$ 1,998
4	0.048	\$ 2,180
5	0.052	\$ 2,362
6	0.056	\$ 2,543
7	0.060	\$ 2,725
8	0.064	\$ 2,907

Category IV

1	0.109	\$ 4,951
2	0.113	\$ 5,132
3	0.117	\$ 5,314
4	0.121	\$ 5,496
5	0.125	\$ 5,677
6	0.129	\$ 5,859
7	0.133	\$ 6,041
8	0.137	\$ 6,222

Category II

1	0.060	\$ 2,725
2	0.064	\$ 2,907
3	0.068	\$ 3,088
4	0.072	\$ 3,270
5	0.076	\$ 3,452
6	0.080	\$ 3,633
7	0.084	\$ 3,815
8	0.088	\$ 3,997

Category V

1	0.133	\$ 6,041
2	0.137	\$ 6,222
3	0.141	\$ 6,404
4	0.145	\$ 6,586
5	0.149	\$ 6,767
6	0.153	\$ 6,949
7	0.157	\$ 7,131
8	0.161	\$ 7,312

Category III

1	0.084	\$ 3,815
2	0.088	\$ 3,997
3	0.092	\$ 4,178
4	0.097	\$ 4,406
5	0.101	\$ 4,587
6	0.105	\$ 4,769
7	0.109	\$ 4,951
8	0.113	\$ 5,132

Category VI

1	0.157	\$ 7,131
2	0.161	\$ 7,312
3	0.165	\$ 7,494
4	0.169	\$ 7,676
5	0.173	\$ 7,857
6	0.177	\$ 8,039
7	0.181	\$ 8,221
8	0.185	\$ 8,402

EXHIBIT B

Sick Leave: 9.1 Entitlement and Use.

(1) Eligibility. A full-time professional person, under contract to teach the regular school year, shall be allowed twenty-five (25) days sick leave per contract year with full pay through June 30, 2018. Commencing July 1, 2018, a full-time professional person, under contract to teach the regular school year, shall be allowed twenty (20) days sick leave per contract year with full pay. Sick leave not used shall be cumulative to one full work year as defined by Article 4.1 A professional person who is disabled from performing his duties shall make a timely application to the District's Long-term Disability (LTD) Plan. A professional person who qualifies for coverage under the LTD Plan may continue to use partial days of accrued sick leave to make up the difference between his disability compensation and his regular base pay. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are deemed sickness under this Article as provided below

13.1 · Tuition

(2) The Board will establish a tuition fund of ~~\$102,000~~ \$104,500 for the 2017-2018 year and such amount will be adjusted at a rate equal to the CPI increase for the previous year for every year thereafter (i.e. July 1 through June 30) for the purposes...

(3) Beginning July 1, 2017, the Board shall provide reimbursement in a total amount not to exceed ~~Eighty-two Thousand, Four Hundred (\$82,400)~~ \$84,500 Dollars during each school year (i.e., July 1 through June 30), with an amount not to exceed \$42,250 Dollars to be expended in each semester. Five Thousand (\$5,000) of these dollars each semester shall be set aside. These funds will be used only when the other \$37,250 has been exhausted, and the \$5,000 will then be used to cover the costs of conferences or workshops up to ~~\$150~~ \$250. ...The funds available each semester \$42,250 will be expended, consistent with the previous sentence, on a first come first served basis. Each year these dollar amounts shall be adjusted by the CPI rate for the previous year.

Article XXII-Duration

The provisions of this Agreement will be effective as of July 1, ~~2014~~ 2017 and will remain in full force and effect until June 30, ~~2017~~ 2018. The Board agrees to maintain benefits for a year, and each year thereafter should the contract be automatically renewed.

Said Agreement will automatically be renewed and will continue in full force and for additional periods of one (1) year unless either the Board or the Association give written notice to the other not later than October 15 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.

EXHIBIT C

**Tentative Agreement
Between
The South Burlington Board of School Directors
And
The South Burlington Educator's Association**

Now come the parties hereto and tentatively agree that the current Collective Bargaining Agreement between the parties that will expire on June 30, 2017, may be amended as follows:

10.1 Bereavement Leave. Five days with pay will be allowed for each death in the teacher's immediate family. (The term "immediate family" is defined for purposes of this section as spouse or civil union partner, child, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, or member of the immediate household). One day with pay will be allowed to attend the funeral of the teacher's aunt or uncle.

Relationships set forth above resulting from second marriages and non-traditional family units will be similarly covered by this article.

A written request for bereavement leave not provided in Article 10.1(A) may be granted by the superintendent or designee in the sole exercise of his discretion. The exercise of such sole discretion by the superintendent or designee under the provisions of this Article shall not be grieved or made the subject of arbitration.

Agreed to this 13th of March, 2017.

For the Board

Elizabeth E. Fryer

For the Association

Ed [Signature]

**Tentative Agreement
Between
The South Burlington Board of School Directors
And
The South Burlington Educator's Association**

Now come the parties hereto and tentatively agree that the current Collective Bargaining Agreement between the parties that will expire on June 30, 2017, may be amended as follows:


11.1 Conditions of Leave.

(1) Upon written application to the superintendent or designee by no later than March 1 of the year preceding, any professional person may be granted an unpaid leave of absence for up to one (1) year for health, parental (the teacher as a parent) or education (a teacher who is enrolled in a program in an accredited college or university) or for any other reason allowed by the Board in the sole exercise of its discretion. The superintendent or designee may waive the March 1 notice requirement for leave of absence. Leaves of absence for longer than one year may be recommended or not recommended by the superintendent or designee in the sole exercise of his discretion. The exercise of sole discretion by either the Board or the superintendent or designee under the provisions of this Article shall not be grieved or made the subject of arbitration.

(2) The replacement for the teacher on leave pursuant to the provisions of this section ~~will~~ may be hired on a limited nonrenewable contract in accordance with the provisions of Article XIX Section 19.6 of this Agreement.

Agreed to this 13th of March, 2017.

For the Board



For the Association



**Tentative Agreement
Between
The South Burlington Board of School Directors
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Now come the parties hereto and tentatively agree that the current Collective Bargaining Agreement between the parties that will expire on June 30, 2017, may be amended as follows:

16.1(3) Nursing Teachers

For up to three (3) years after a child's birth, any employee who is breastfeeding their child will be provided reasonable break times, as needed, to express breast milk for their baby. An employee who requests a designated location will be accommodated with a private area, as necessary, by speaking with the employee's supervisor or contacting Human Resources. Breaks will be no more than fifteen (15) minutes in length.

Agreed to this 13th of March, 2017.

For the Board



For the Association



EXHIBIT D

Health Insurance: Replace Section 18.1, in its entirety with the following:

18.1 Health Insurance:

(1) The Board shall make available to employees enrollment in qualified health benefit plans as are further described below:

(2) For the period July 1, 2017 through December 31, 2017:

Available Rate Tiers:

Single person: Available for employee only

Two person: Available for employee and spouse or employee and one legal dependent

Family: Available for employee, spouse and one or more legal dependents or employee and two or more legal dependents

Available plans will include the following VEHI plans: Dual Option and BC/BS JY Managed Care Plan B.

Teachers who enroll in the Dual Option Plan will pay the following amounts through pay roll deduction for health insurance premium costs:

Single Person:	\$767.50
Two Person:	\$1,508.50
Family:	\$2,022.50

The Board will pay the balance of the premium due for the Dual Option Plan in substantially equal monthly installments.

For teachers who enroll in the BC/BS JY Managed Care Plan B, the Board will pay the same amount it would pay for the Dual Option Plan premium cost and the teachers will pay the balance of the premium.

Teachers will pay all deductible, co-pay and co-insurance costs

for the plan in which they enroll.

(3) **For the period January 1, 2018 through June 30, 2018:**

Available Rate Tiers:

Single person: Available for employee only

Parent/Child(ren): Available for employee and one or more children of the employee under age 26

Two person: Available for employee and spouse, or employee and one child of the employee who is a legal dependent 26 years old or older.

Family: Available for employee, spouse and one or more children under age 26 or children over age 26 who are legal dependents.

Available plans will include the following VEHI plans: VEHI Platinum, VEHI Gold, Gold CDHP and Silver CDHP

Teachers who enroll in the Gold CDHP or Silver CDHP plans will pay the following amounts through pay roll deduction for health insurance premium costs:

Single Person:	\$767.50
Parent/Child(ren)	\$1,165.00
Two Person:	\$1,508.50
Family:	\$2,022.50

The Board will pay the balance of the premium due for the selected plan in substantially equal monthly installments.

For teachers who enroll in the VEHI Platinum or VEHI Gold plans, the Board will pay the same amount it would pay for Gold CDHP plan premium cost and the teachers will pay the balance of the premium.

Employees who do not establish an HSA as provided below will be responsible for payment of out-of-pocket expenses (deductible, co-

pays & co-insurance) up to the following amounts:

Single Person:	\$400
Parent/Child(ren):	\$800
Two Person:	\$800
Family:	\$1,200

The Board will establish and cover the administration cost of an HRA to reimburse employees for out-of-pocket expenses in excess of the above-stated amounts up to the out-of-pocket maximum amount for the CDHP Gold Plan.

For employees who enroll in plans that are HSA compatible and establish an HSA, the Board will match an employee's contribution to the HSA on a dollar-for-dollar basis up to a maximum employer contribution of \$400 (single), \$800 (2-person/parent/child) and \$1200 (family). The Board will make required HSA, contributions in substantially equal monthly installments, subject to HSA annual (calendar year) contribution limits. Employees who establish an HSA shall be responsible for all out-of-pocket expenses.

(4) Commencing July 1, 2017, employees who elect not to enroll in District-provided health insurance plans and who are covered by a non-District provided health insurance plan may receive a payment of two thousand dollars (\$2,000). Commencing June 30, 2018, said payment will be reduced to one thousand dollars (\$1,000). Employees covered by a District-provided health insurance plan through another family member shall not be eligible to receive this payment.

(5) The Board will allow teachers on leave to buy the health insurance made available by the Board for the duration of an approved unpaid leave by paying the full cost of such insurance, provided, however, said arrangement does not conflict with the insurance carrier's regulations and teachers pay the monthly premium in advance directly to the District.