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THE UNION OF VERMONT EDUCATORS

2024 - 2025
SAMPLE BARGAINING LANGUAGE

VERMONT-NEA 2024 - 2025 SAMPLE BARGAINING LANGUAGE

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Look for these corresponding *Vermont Educators' Bill of Rights* Topics

September 2024

Dear Fellow Member-Leaders,

As local leaders and negotiators, you have answered the call to strengthen our profession and our union to support our colleagues and to expand opportunities for our students. Your commitment to your local and your statewide union is admirable, and I want to thank you for the vital work you do.

When we launched the Vermont Educators' Bill of Rights, we made a foundational statement that emphasizes fair pay, safe teaching and working conditions, and time to collaborate during the school day. We made a commitment to both licensed and support educators that we would fight for their rights on a statewide level. We know that students do better when their educators are given the tools they need, the compensation they deserve, and schools that are safe and secure.

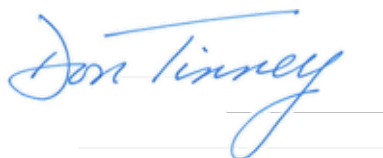
But while the Bill of Rights has a global view, implementing the goals laid out in the document depends on our work – your work – at the local bargaining table. And that's where this guide comes in.

Developed by staff and a team of members, this guide gives you the tools you need to make informed contract proposals – along with how to counter arguments against those proposals. Whether it's safety, collaboration, compensation, and just about any other area of bargaining, this guide will help you make informed and effective contract proposals that advance the principles in the Bill of Rights.

As a former local leader, I know how important it is to represent the interests of every member in the bargaining unit. And as you embark on your work improving the lives of your fellow members, we hope you will turn to this guide frequently.

Once again, thank you for your dedication to your fellow members – and to the students of Vermont.

In Solidarity,



Don Tinney
Vermont-NEA President

Vermont Educators' Bill of Rights

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The people who work in Vermont's public schools give their all to every student, every day, in every local community. They deserve, like every employee, dignified and competitive compensation; to work and teach in safe conditions; and to have the time, resources, and autonomy to ensure that Vermont's public-school students thrive and become happy, healthy, and successful adults.

With this educators' Bill of Rights, Vermont-NEA and its local unions reaffirm their commitment not only to the people who work with Vermont's students, but to the students themselves. After all, the working conditions of educators are the learning conditions of our children.

Dignified, competitive compensation – All educators should be able to earn a stable, decent, middle-class living in the service of Vermont's students, without having to work multiple jobs. To this end...

- Support staff – bus drivers, maintenance staff, food service, administrative assistants, classroom paraeducators, etc. – should be paid a minimum of \$30 an hour.
- Licensed educators – classroom teachers, special educators, school nurses, school counselors - should be paid a minimum of \$60,000.
- One job should be enough for every educator. Support staff should not have to work multiple jobs to maintain financial independence.
- Educators should be able to rely on a fully funded and guaranteed defined benefit pension.

Safe working environment – All educators and students should be physically safe, emotionally supported, and respected. To this end, schools should...

- Be fully and adequately staffed to meet the academic, physical, and emotional needs of all students.
- Increase the number of nurses, school counselors, social workers, and other mental health professionals working in buildings.
- Develop and implement clear and consistent procedures for addressing harassment and assault against educators and students.
- Develop and implement consistent system-wide approaches to student behavior, through ongoing training for educators and students.
- Adopt adequate leave policies for assault or injury incurred as a result of unsafe conditions.
- Maintain safe and healthy school facilities that ensure optimal teaching and learning conditions.

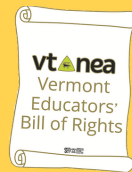
The time for planning and collaboration – All educators deserve to have the time to plan, prepare, and consult with their peers so that they can best teach and nurture their students. To this end, educators should have...

- The time to do the job they were hired to do within the contract day.
- Daily educator-directed prep time including additional time for collaboration with colleagues.
- A predictable and consistent workday that respects educators' ability to maintain a healthy work-life balance.

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THE UNION OF VERMONT EDUCATORS

How to Use This Bargaining Guide



This Bargaining Guide is designed to be used by bargaining teams in local Vermont-NEA affiliates. It contains numerous ideas for contract improvement.

- Prior to the development of initial contract proposals, bargaining teams should review:
- Past grievances
- Member surveys
- Results of one-on-one conversations and small group meetings
- Association goals and objectives.

Proposals should be fashioned to provide maximum satisfaction of member and Association interests.

This manual is a source of information, ideas and sample contract language that should be used to develop contract proposals unique to the interests and goals of the local Associations and its members. Bargaining teams should not just lay the manual's sample language on the table "as is."

Over years of bargaining, most local Associations have created mature contract language, and a bargaining history that needs to be considered before changes are sought. This is a resource guide. Its use and application are driven by local circumstances. You may find that parts are relevant, while others may not be appropriate for your situation or may need to be modified to meet your specific needs.

Each of the articles in the manual contains some suggested considerations before making a proposal and a general narrative of the basic issues concerning topics covered in the article. In addition, sample contract language is provided for the majority of topics, along with additional guidance in developing language unique to each Association.

The best approach to contract proposal writing is common sense. Each idea presented in this manual should be weighed in light of the interests and needs of local Association members. Remember, no manual contains all the answers, and no sample language meets the needs of every local. This Bargaining Guide is only one of the bargaining resources available to local association leaders. Many of the issues covered in the manual are complex, and local Associations should contact their UniServ Director for further assistance.

Access to New Employees

Time to do the job in the contract day



Bargaining Goal: 2024-2025

Optimum Union Rights language related to access to new employees should include:

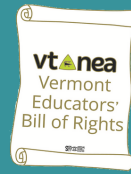
- No fewer than sixty (60) minutes to meet with new hires (both teachers and support staff) during new employee orientations.
- All employees will be compensated at their regular rate of pay for attendance at the union portion of the new employee orientation.
- An alternative opportunity to meet with new hires for a minimum of sixty (60) minutes when there is no employee orientation or when the employee is hired mid-year.
- Information about new hires, including name, position, worksite, email, phone number and home address, sent to the Union within ten (10) days of the date of hire.
- Annual list of all employees in the bargaining unit, including comprehensive contact information, provided to the Union at least once per school year.

Example - Access to New Employees

- Pursuant to 16 V.S.A. § 1984, the Association will have a minimum of sixty (60) minutes to meet with new employees during annual new employee orientations. Should an orientation day not be included in the regular workday of new employees, the Association will have the right to meet with a new employee during the employee's regular workday for no less than sixty (60) minutes, within ten (10) days of their date of hire. All employees will be paid for attending this meeting at their regular rate of pay.
- Within ten (10) calendar days after hiring a new employee into the bargaining unit, the Board will provide the Association with the employee's name, job title, worksite location, work telephone number and email address, home address, personal email address, home and personal telephone numbers, and date of hire to the extent the Board is in possession of such information.
- On at least an annual basis, the Board will provide the Association with a complete list, in electronic format, of all employees in the bargaining unit. This list will include the following information for each employee to the extent that the Board is in possession of such information: the employee's name, job title, worksite location, work telephone number and email address, home address, personal email address, home and personal telephone numbers, and date of hire to the extent the Board is in possession of such information.

School Based Participatory Decision Making

Safe Working and Learning Conditions for All



VTNEA Bill of Rights Topic: Safety

School Based Participatory Decision-Making language should include:

- Regular collaborative meetings/discussions between management and the association.
- Labor-Management committees with equal representation from management and the Association.
- Meetings held during the workday with no loss of time or pay for participating employees.
- Educator input on professional development and school calendar.
- Educator input on student behavior protocols.
- Academic Freedom language.

Example- Association Involvement in Decision Making (General):

1. Both parties to this agreement endorse participatory decision making at the school level. This is an opportunity for educators to have shared decision-making at the school where they work.
1. Educators serving on a school-based participatory decision-making team must be approved by the union. The procedure for such approval shall be determined by the union.
Guidelines: The Association and Board agree to meet to develop mutually acceptable general guidelines for the operation of participatory decision-making at the school.

Example- Regular Labor-Management Committee Meetings:

1. A joint labor-management committee shall be established and shall be comprised of equal representation from the Association and management in order to attempt to resolve issues and increase opportunities for collaboration. This committee shall meet at least (monthly).
2. Participation in the labor-management committee shall not prohibit the Association from exercising its rights under the grievance procedure of the Collective Bargaining Agreement and/or applicable laws and regulations.



VTNEA Bill of Rights Topic: Safety



Example- School Safety and Student Conduct Committee:

1. The District and the Association are committed to establishing and maintaining a healthy and safe workplace that ensures a safe and productive learning environment. A “District Safety Advisory and Student Conduct Committee” shall convene not less than quarterly to communicate District health and safety concerns to the Superintendent, offer procedures and recommendations to ensure staff and student safety, and to review and recommend changes to the district’s student discipline and/or student conduct programs/policies. The committee shall include representatives from the Board, Administration, Association (selected by the Association President), and other interested parties and stakeholders as deemed appropriate.

Example- Labor/Management Collaboration on Student Behavior:

1. Each school administrator in collaboration with representatives of the Association shall develop student behavior policies in accordance with Board of Education Policy xxx and other applicable Board policies.
2. The behavior policies shall be reviewed by the school Association prior to implementation, shall be assessed annually for effectiveness, and shall be revised as needed prior to the start of a new academic year.

Assault & Injuries at Work

Safe Working and Learning Conditions for All



VTNEA Bill of Rights Topic: Safety

The optimum assault provisions contain the following elements:

- Definition of assault.
- Guarantee of legal assistance.
- Protocol for reporting incidents and transparent means of tracking.
- Create a procedure for injuries and assaults.
- No loss of sick time.
- Leave policies for assault or injury incurred due to unsafe conditions that address any gap in pay left by workers' compensation.
- Include bullying (adult to adult)

Example- Legal Assistance:

- The employer shall provide full support, including legal and other assistance, to employees who are assaulted during the performance of their duties. A bargaining unit member who is injured as a result of attempting to quell a disturbance among students shall be considered to have been injured as a result of an assault.

Example- No lost wages/Time:

- When absence and/or disability arise out of an assault or other injury that occurred while the employee was engaged in the performance of their duties, the employee(s) shall suffer no loss in wages or other benefits, including health insurance for the employee and their health care dependents, set forth in this Agreement.
- Should an Employee experience an assault at work and suffer medical and/or mental health consequences which are found to be compensable under Workers Compensation statutes the Board shall make up the difference between the compensation the Employee would normally receive under their contract and the payments received by the Employee under the District's Workers Compensation Program for a period not to exceed ninety (90) calendar days with no charge to the Employee's accrued leave. Employee benefits such as health, dental and other insurances will continue in accordance with the provisions of this Agreement while the Employee is absent due to a work-related injury resulting from an assault at work.



VTNEA Bill of Rights Topic: Safety



Example- Reimbursement for property damage:

- The employer shall reimburse employees for all costs incurred as a result of the assault. Reimbursement shall include, but not be limited to, costs incurred in repairing or replacing personal property which may have been damaged or destroyed, all related medical costs not covered under insurance benefits to which the employee(s) may be entitled.

Example- Protection against bullying behaviors:

- The Association and Board consider workplace bullying unacceptable and will not tolerate it under any circumstances. Examples of bullying behavior include, but are not limited to ridiculing, humiliating, or intimidating behavior towards an individual or group of employees. If an employee believes that they are the target of bullying behavior, a formal complaint should be lodged with the building administrator.
- Protection in the Case of Threats: Employees shall not be required to work under conditions which constitute a threat to their health or safety.
- The Association and Superintendent will annually review, revise, and agree upon the procedures for a student threatening the life and/or safety of an educator.

General Health & Safety

Safe Working and Learning Conditions for All



VTNEA Bill of Rights Topic: Safety

The optimum Health and Safety Language should include:

- Safe physical environment free from hazards.
- Safety training
- Protocol for reporting incidents and transparent means of tracking.
- Leave policies for assault or injury incurred due to unsafe conditions
- No reprisals against employees who raise safety concerns
- Sharing of IEP, 504, behavior plan for anyone working with a student

Example- Safe Working Environment:

- The Employer will provide a safe working environment free from risks to employee wellbeing. Employees will not be required to work in unsafe or hazardous conditions, or to perform tasks that endanger their health, safety, or well-being. This includes conditions that pose risks to both the employee's physical and mental health. ²

Example- Addressing Student Behaviors:

- Employees shall be informed prior to being assigned to work with or supervise student(s) whose behaviors could present a safety hazard to the students or employees. Employees shall be provided in advance with specific information about the known behavior pattern(s) of the student(s) and suggested specific strategies for managing those behaviors.

Example- No Reprisals:

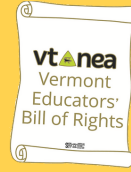
- There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee filing a report of an unsafe or unhealthy working condition, for refusing to work in an unsafe environment or perform unsafe tasks.

Example- Response to Trauma:

- The Association, in partnership with the school administration shall also determine what supports, if any, the faculty and staff may require in order to move forward in a healthy manner.
- In the event an educator is threatened, attacked, intervenes in a fight, witnesses a serious act of violence or the arrest of a student(s), the supervisor/administrator or designee shall immediately determine if the educator desires and/or requires assistance and shall coordinate with the Association to provide the necessary support.

Air & Water Quality

Safe Working and Learning Conditions for All



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VTNEA Bill of Rights Topic: Safety

The optimum Air Quality of Workplace and other Environmental Issues provision contains the following elements:

- Create a labor-management safety committee that includes air quality.
- Plans for consistent meetings, regular walkthroughs, and construction contingencies.
- Has a process for getting work orders finished.
- Process to determine if testing is needed.
- Data that demonstrates the workplace is clean, healthy and safe will be shared with the Association.
- Allowance for administrative leave for absence caused by workplace conditions.
- Training for employees who may be required to perform duties related to these issues.
- Having transparent communication with the Association and staff on air and water quality.
- Shared plan for remediation.

Example- Air & Water Quality:

- If during the term of this agreement the Association has reasonable cause to think that testing should be conducted on the indoor air quality and/or the quality of drinking water, tests can be requested. The tests will be conducted within two weeks of the request, paid for by the District, and the unredacted results shared as soon as they are received. ⁵
- There will be no loss of sick time to employees who are absent from work as a result of an unsafe or unhealthy work environment.
- Environment and air quality shall follow the recommendations of the Occupational Safety and Health Administration (OSHA) ⁶ and American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 55, ⁷ Thermal Environmental Conditions for Human Occupancy, for air quality and temperature. Should indoor temperatures exceed the recommended thermal comfort level by four (4) or more degrees, students shall be released early, and educators shall report to a location(s) which meets those thermal requirements.

Dues Deduction



Bargaining Goal: 2024-2025

Optimum union rights language on dues deduction should include:

- Opportunity for employees to begin payroll deductions for union dues at any point during the school year.
- Deadline of no more than thirty (30) calendar days after receipt of a signed membership form to begin withholding dues.
- Transmission of dues money to the Union on the same day the employee is paid.
- Continuous payroll deduction that is automatically renewed on an annual basis.

Example - Dues Deduction:

- An employee who is a member of the Association shall have the right to automatic membership dues deductions. Upon receipt of a signed authorization to commence automatic membership dues deductions from an employee, the Board shall, as soon as practicable and in any event, not later than thirty (30) calendar days after receiving the authorization, commence withholding from the employee's wages the amount of membership dues certified by the Association. The Board shall transmit the amount withheld to the Association on the same day as the employee is paid. Payroll deduction authorizations for Association dues shall be continuous from year to year unless the employee leaves the school district or notifies the Association and the Board, in writing, between August 1 and August 31 of any year, to terminate said deductions.

Union Card Check

Pro Act (Act 117)



Bargaining Goal: 2024-2025

The optimum card check provisions contain the following elements:

- Ability for employees to join the union if 50 percent plus 1 member of the potential bargaining unit signs cards indicating they are in favor of the potential union
- Prohibition on “captive audience” meetings where the employer holds a meeting discussing the negative impact of unions on labor management

Example- Card Check:

- If and when employees from other job categories not presently covered by this Collective Bargaining Agreement (and who are not already represented by a different Union) express support for joining the Union by a majority (50% +1) of workers from said job category by signing a Union card, the employer shall recognize their entrance into the Union by receiving those signed Union cards and it will not be necessary to hold a Labor Relations Board election (i.e. Card Check).
- Upon recognition the newly recognized Union members shall have immediate access to all the rights and benefits established for union members in the collective bargaining agreement.

Time

Time to do the job in the contract day



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VTNEA Bill of Rights Topic: Time

The optimum language to protect educators' time contains the following elements:

- Limits to meetings outside of the contract day
- Limits to mandatory subbing
- Protections for prep time and duty free lunch
- Limits to course assignments
- Limits to duties
- Definitions of the work year and work day

Example - Limiting meetings:

- Every effort will be made to have all meetings occur during contractual hours. If a meeting must happen outside of contractual hours, staff will be compensated at their per diem rate.

Example - Prep Time for Special Educators:

- In addition to preparation time, all full-time special education staff, including speech and language pathologists, shall have XX minutes per week dedicated to case management responsibilities.

Example - Prep time minimums & Lunch

- All educators as defined in the bargaining unit will have a minimum of XX unassigned minutes per week for preparation and planning.
- Every reasonable effort will be made to assure that such periods are not less than XX minutes in duration. The supervisor/administrator shall provide planning time each day.
- Preparation and planning time does not include the employee's duty-free lunch.



VTNEA Bill of Rights Topic: Time

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Limiting Course Assignments – Secondary:

- Educators will be assigned no more than XX distinct courses in a semester or school year. In special cases and if no other options are available, a supervisor/administrator may assign an educator more than XX courses in order to meet student needs. Educators who are assigned more than XX courses shall not be assigned any duties during the regular school year.

Limits to classroom teaching duties:

- Study supervision or co-curricular activity during the workday shall be considered instructional duties.
- Employees who function as regular classroom teachers at the elementary level shall not be required to remain with their classes while instruction in art, music, physical education, or library science is being conducted by specialists hired for such purposes.
- Employees who function as regular classroom teachers at the secondary level shall not be required to change locations more than ____ time(s) during the workday.

Specialists limits to teaching duties:

- Employees who function as specialist teachers at the elementary level shall not be required to function as a regular classroom teacher.
- Travel time between buildings shall be computed as instructional time.

Limits to non-instructional duties or licensed staff:

- Employees in the bargaining unit shall not be required to perform non-instructional duties, including but not limited to: supervising pupils in halls, study halls, cafeterias, lavatories and buses; recess and lunch duty; and maintaining state and local attendance and other forms.

Optional, Paid Subbing Rights:

- Substitute Pay: An employee who agrees to serve as a substitute teacher or nurse shall receive their regular straight-time wage rate plus ten dollars (\$10.00) per hour or the regular substitute rate, whichever is greater.

Participation in Meetings:

- Support staff will be invited to attend any staff meetings, IEP meetings or other meetings that relate to their roles and responsibilities. Employees will be compensated at their normal hourly rate of pay for any additional time beyond their normal work hours.

Guaranteed Pay for Closures:

- If the school day is delayed, has an unscheduled early dismissal, or is closed, the employee shall be paid for those hours unless the day is made up by the extension of the school year.

Limits to hours:

- The hours of work in the workday for all employees in the bargaining unit shall be consecutive hours, including a paid thirty-minute duty-free lunch period. All employees shall receive a paid fifteen-minute duty-free break for every four hours of work. The work week shall be five consecutive days, Monday through Friday.

Non-Renewal, Suspension & Dismissal of Probationary Licensed Educators



Bargaining Goal: 2024-2025

Optimum non-renewal, suspension and dismissal of probationary employees language should include:

- Clarity around contesting non-renewal and dismissal of probationary or non-probationary employees.
- Ensure that probationary employees have access to just cause rights for discipline.

Example - Non Renewal, Suspension and Dismissal of Probationary Licensed Educators:

- Unless otherwise agreed to by the Parties, the non-renewal, dismissal, or suspension of a teacher without just cause rights under this agreement may only be appealed by the teacher following the procedures outlined in 16 V.S.A. § 1752. Teachers with just cause rights under this Agreement who wish to appeal their non-renewal, dismissal, or suspension will follow the grievance and arbitration procedures of this Agreement.

Health Care Benefits



Bargaining Goal: 2024-2025

Optimum health insurance language should include:

- Cash-in-lieu provision as locally bargained.
- Exclusion of language related to when coverage begins.
- Reference to appendix where statewide agreement can be found.

Example - Health Care Benefits:

- Effective July 1, 2023 pursuant to 16 V.S.A. Chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including Health Reimbursement Arrangements and Health Savings Accounts, shall be governed by the written agreement and extension agreement incorporating the terms of the statewide health insurance bargaining (January 1, 2023 through December 31, 2027) found in Appendices (X and X) of the collective bargaining agreement. Effective January 1, 2028, health care benefits and coverage, excluding stand-alone vision and dental benefits, but including Health Reimbursement Arrangements and Health Savings Accounts, shall be governed by the written successor agreement incorporating the terms of the statewide health insurance bargaining.

Reduction in Force & Recall



Bargaining Goal: 2024-2025

Optimum RIF language should include:

- Requirement for economic need for RIFs.
- Includes dates for notification to union and employees.
- Local has the opportunity to respond and present alternatives.
- No ability for district to release a (1:1) para when a student leaves district.
- Achieved through attrition whenever possible.
- Ability to transfer to open positions (if employee is qualified).
- Categories broad enough to allow seniority to rule.
- Recall (length of recall period, time to respond, # of refusals, breadth of positions on offer, pay security, etc..).

Reduction in Force & Recall Rights:

- If your team has concerns about your existing RIF language, please contact your Uniserv Director.

Resources & Endorsing the Bill of Rights



**Endorse the Vermont
Educators' Bill of Rights!**



Notes:

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2. "Consumer Price Index." U.S. Bureau of Labor Statistics, U.S. Bureau of Labor Statistics, 2024, www.bls.gov/cpi/.
3. Published by Statista Research Department, and Jun 20. "Cost of Living Index by U.S. State 2023." Statista, Statista Inc., 20 June 2024, www.statista.com/statistics/1240947/cost-of-living-index-usa-by-state/.
4. National Education Association, National Education. "Educator Pay Data 2024." NEA, National Education Association, 18 Apr. 2024, www.nea.org/resource-library/educator-pay-and-student-spending-how-does-your-state-rank.
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6. "Workplace Safety." Vermont Department of Labor, labor.vermont.gov/workplace-safety. Accessed 3 Sept. 2024.
7. "Thermal Environmental Conditions for Human Occupancy." Standard 55 – Thermal Environmental Conditions for Human Occupancy, American Society of Heating, Refrigerating and Air-Conditioning Engineers, www.ashrae.org/technical-resources/bookstore/standard-55-thermal-environmental-conditions-for-human-occupancy. Accessed 3 Sept. 2024.
8. 16 VSA § 1752 Vermont General Assembly, State of Vermont , 2024 <https://legislature.vermont.gov/statutes/section/16/057/01752>
9. 16 VSA § 1982 Vermont General Assembly, State of Vermont , 2024 <https://legislature.vermont.gov/statutes/section/16/057/01982>
10. 16 VSA § 2004 *Vermont General Assembly*, State of Vermont , 2024 legislature.vermont.gov/statutes/section/16/057/02004.
11. 16 VSA § 1984 *Vermont General Assembly*, State of Vermont , 2024 <https://legislature.vermont.gov/statutes/section/16/057/01984>
12. 21 VSA § 1738 *Vermont General Assembly*, State of Vermont , 2024, <https://legislature.vermont.gov/statutes/section/21/022/01738>
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14. 21 VSA § 2004 *Vermont General Assembly*, State of Vermont , 2024, legislature.vermont.gov/statutes/section/21/022/02004.
15. 21 VSA § 1737 *Vermont General Assembly*, State of Vermont , 2024, <https://legislature.vermont.gov/statutes/section/21/022/01737>
16. 16 V.S.A. § 2104 Vermont General Assembly, State of Vermont, 2024, <https://legislature.vermont.gov/statutes/section/16/061/02104>

Contact Vermont-NEA



VTNEA Main Office: 802.223.6375 & 802.649.6375

For assistance with general employment matters, contract negotiations, grievance handling, and local Association organizing, or for information about legal assistance, call your UniServ Director and/or Organizer.

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