

## Norwich School District

### Support Staff Negotiations Meeting Minutes 10/25/2016 4:30 pm – Marion Cross Library

In attendance: Rhona Tuthill, Joy Smollin, Jill Erickson, Jamie Teague, Tom Candon, Neil Odell

The meeting was called to order at 4:35 pm

The Board and Support Staff each exchanged proposed groundrules.

The parties briefly reviewed the groundrules and then caucused for further review.

The parties then reconvened.

The Support Staff expressed concerns on the following items:

- Preferred that no unilateral press releases occur for the duration of negotiations
- Preferred that previously TA'd (tentatively agreed) items will not be reopened except with mutual consent if either the Support Staff Membership or the School Board fails to ratify a tentative agreement.
- Preferred that new negotiations items be allowed up through the fifth meeting
- Did not agree to setting dates for declaring impasse, scheduling a mediated fact-finding, and exchanging suggestions for a mediator. They felt that it was conditional bargaining.

The Board explained its rationale:

- Unilateral press releases were preferred in the event impasse is declared.
- If a tentative agreement is not approved by the board or full membership all items should be subject to renegotiation. The Board explained that agreements are frequently a "package offer" and as such they are not able to renegotiate a single item on it's own
- A preference that no new items be introduced after the 2<sup>nd</sup> meeting.
- Setting dates is necessary to keep the process moving forward in an attempt to have an agreement in place before mid October 2017. The Board further explained that due to the number of negotiations occurring statewide and the complexities related to the change in health care it's quite possible many school districts will require the services of a mediator to reach a settlement. This will likely result in a bottleneck as there is a limited pool of mediators. Discussing potential mediators and scheduling mediation sessions now (even if they are later determined not necessary) is an important part of keeping the process moving toward a timely settlement. If a settlement is not in place by mid October of 2017 the Board must select a default health care plan for employees.

Both parties caucused again to further consider the terms of the groundrules.

Upon reconvening, the parties came to consensus on many of the groundrules (see attached draft document). The Support Staff stated they would not agree to setting any dates for

selection of mediators or setting mediation dates (items 13 thru 16 from the board's proposal) stating that they feel it would be conditional bargaining. The Support Staff further state that if the board wants to set timelines for themselves for declaring impasse they can do that, but that the association plans to stay at the table until there is an agreement.

The Support Staff suggested that both parties may need to bargain with no ground rules if the Board insisted on setting dates for selection of mediators and potential mediation.

The Board reiterated that setting dates imparts a measure of urgency to the process and encourages both sides to work quickly toward an agreement so that we may be able to meet the deadlines for open enrollment for health care plans in the fall of 2017. However, the Board was willing to drop the reference to dates, in favor of approving the rest of the ground rules as they felt ground rules are necessary.

Both parties agreed to review the groundrules further and hopefully come to an agreement by the next session.

The following meeting dates were set:

November 10, 5pm

November 29, 4:30pm

December 15, 5pm

January 12, 4:30pm

The meeting concluded at 6:21 pm

**Support Staff Initial Groundrules**

**Norwich Education Association Support  
Staff Unit  
Proposed Ground Rules for Negotiations**

1. There will be one spokesperson for each negotiating team to be named by that team. The Norwich Education Association Support Staff Unit spokesperson will be \_\_\_\_\_. The Norwich Board Spokesperson will be \_\_\_\_\_. Although conversation among negotiators may take place informally during negotiations, the spokesperson will state official positions.
2. Meetings will be scheduled for an hour and a half unless both the Board and Support Staff Unit accept a mutually agreed alternative meeting length.
3. Negotiations will be confidential. Norwich Education Association Support Staff negotiators may discuss negotiations matters with Association members and their professional consultants. School Board members may discuss negotiation matters with other Board members, administrators, and their professional consultants.
4. Negotiations should not be discussed with any other parties outside of those named herein.
5. To be formally considered for discussions between parties, all proposals must be in writing.
6. Press releases will be decided upon jointly. Joint communications to media will be issued by \_\_\_\_\_ and \_\_\_\_\_. There will be no unilateral press releases.
7. In the event the tentative agreement is not approved by both the Norwich School Board and the Norwich Education Association Support Staff, the School Board and the Norwich Education Association Support Staff will resume negotiations. If the parties resume negotiations, no TA'd articles will be reopened without mutual consent of the Norwich Education Association and the School Board teams.
8. All changes in language should be presented in comparison format with previous language shown as well as newly proposed language.
9. No new items will be proposed after the fifth negotiations session without mutual consent of the Norwich Education Association Support Staff and the School Board teams.
10. Each contract article shall be signed and dated by the chief negotiators of both sides as it is agreed to, subject to final ratification of the contract.
11. The agenda for the next session will be agreed upon prior to the end of the current session.
12. The Board's negotiating team and the Norwich Education Association Support Staff negotiation team shall have the right to caucus at any time to discuss proposals. Caucuses will be as short as possible out of respect to the amount of time each side is spending.

Signed in Agreement:

\_\_\_\_\_  
Norwich Education Association Support Staff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Norwich School Board

\_\_\_\_\_  
Date

**Board Initial Draft Groundrules**

**Ground Rules for the 2016 Negotiation between the  
Norwich Education Association Support Staff and the Norwich School Board**

1. There will be one spokesperson for each negotiating team to be named by that team. The NEASS spokesperson will be \_\_\_\_\_. The Norwich Board spokesperson will be \_\_\_\_\_. Although conversation among negotiators may take place informally during negotiations, the spokesperson will state official positions.
2. In order to minimize the potential disruption of the educational process for the District’s students, the parties agree to proceed with the bargaining process with dispatch, making every effort to reach a settlement prior to the expiration of the current Agreement. Both parties will come to bargaining sessions prepared and ready to begin at the designated time.
3. In accordance with 1 VSA 313(a)(1), the Board reserves the right to conduct negotiations in public session. All negotiations meetings will be publicly warned.
4. To be formally considered for discussions between parties, all proposals must be in writing.
5. The initial proposal exchange shall be by mutual exchange – that is, the parties shall hand their initial proposal to the other party simultaneously.
6. All changes in language should be presented in comparison format with previous language shown, as well as newly proposed language.
7. No new items will be proposed after the second negotiations meeting.
8. Each contract article shall be signed and dated by the chief negotiators of both sides as it is agreed to, subject to final ratification of the contract.
9. Each side may use consultants at the table as they deem it necessary, but must provide the other side with 24 hours’ notice.
10. In the event the tentative agreement is not approved by both the members of the Norwich School Board and the members of the NEASS, the School Board and the NEASS will resume negotiations. If the parties resume negotiations, all provisions of the tentative agreement shall be subject to renegotiation. Nothing in the negotiations process is finally settled until everything is settled.
11. The Board's negotiating team and the NEASS’s negotiation team shall have the right to caucus at any time to discuss proposals. Caucuses will be as short as possible out of respect to the amount of time each side is spending.
12. Four meetings are scheduled for the following dates/times:
  - 1) \_\_\_\_\_
  - 2) \_\_\_\_\_
  - 3) \_\_\_\_\_
  - 4) \_\_\_\_\_

Each session will be 1.5 hours long. The parties may shorten or lengthen any session, or number of

meetings, by mutual agreement.

13. In the event the parties are unable to reach agreement on all items before \_\_\_\_\_, they shall be deemed to have reached impasse in the contract talks.
14. The parties agree to schedule a mediated fact-finding hearing no later than February 1, 2017, if possible given the availability of the mediator/fact-finder.
15. In order to facilitate this timeline, the parties will seek to mutually agree in advance upon a potential mediator/fact-finder by exchanging the names of three (3) mediator/fact-finders acceptable to each party prior to \_\_\_\_\_.
16. If impasse is declared, and if the parties have yet to agree upon a mutually acceptable mediator/fact-finder, the parties will, within five (5) business days, request in writing that the American Arbitration Association designate a mediator/fact-finder in an expedited manner, who is able to conduct a fact-finding hearing on or before February 1, 2017 (if possible given the availability of the mediator/fact-finder), and who was not found on the original list of fact-finders exchanged by both parties during earlier selection discussions.
17. Press releases will be decided upon jointly. Joint communications to media will be issued by \_\_\_\_\_ and \_\_\_\_\_. There will be no unilateral press releases, unless at such time we come to an impasse, at which time the other party will be informed prior to any press release.

**Signed in Agreement:**

\_\_\_\_\_  
For the Norwich Education Association Support Staff

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Norwich School Board

\_\_\_\_\_  
Date

**Ground Rules for the 2016 Negotiation between the  
Norwich Education Association Support Staff and the Norwich School Board**

1. There will be one spokesperson for each negotiating team to be named by that team. The Norwich Education Association Support Staff (NEASS) spokesperson will be \_\_\_\_\_. The Norwich Board spokesperson will be \_\_\_\_\_. Although conversation among negotiators may take place informally during negotiations, the spokesperson will state official positions.
2. In order to minimize the potential disruption of the educational process for the District's students, the parties agree to proceed with the bargaining process with dispatch, making every effort to reach a settlement prior to the expiration of the current Agreement. Both parties will come to bargaining sessions prepared and ready to begin at the designated time.
3. In accordance with 1 VSA 313(a)(1), the Board reserves the right to conduct negotiations in public session. All negotiations meetings will be publicly warned.  
  
Each side may use consultants at the table as they deem it necessary, but must provide the other side with 24 hours notice.
4. To be formally considered for discussions between parties, all proposals must be in writing.
5. The initial proposal exchange shall be by mutual exchange – that is, the parties shall hand their initial proposal to the other party simultaneously.
6. All changes in language should be presented in comparison format with previous language shown, as well as newly proposed language.
7. No new items will be proposed after the third negotiations meeting.
8. Each contract article shall be signed and dated by the chief negotiators of both sides as it is agreed to, subject to final ratification of the contract.
9. In the event the tentative agreement (TA) is not approved by both the members of the Norwich School Board and the members of the NEASS, the School Board and the NEASS will resume negotiations. If the parties resume negotiations, no non-monetary TA'd articles will be reopened without mutual consent of the NEASS and the School Board teams.
10. The Board's and the NEASS's negotiations teams shall have the right to caucus at any time to discuss proposals. Caucuses will be as short as possible out of respect to the amount of time each side is spending.
11. Four meetings are scheduled for the following dates/times:
  - 1) November 10, 2016; 5:00 pm
  - 2) November 29, 2016; 4:30 pm
  - 3) December 15, 2016; 5:00 pm
  - 4) January 12, 2017; 4:30 pm

Each session will be 1.5 hours long. The parties may shorten or lengthen any session, or number of meetings, by mutual agreement. The agenda for the next session will be agreed upon prior to the

end of the current session.

12. Press releases will be decided upon jointly. Joint communications to media will be issued by the Norwich Education Association Support Staff and the Norwich School Board. There will be no unilateral press releases, unless at such time we come to an impasse, at which time the other party will be informed prior to any press release.

**Signed in Agreement:**

\_\_\_\_\_  
For the Norwich Education Association Support Staff

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Norwich School Board

\_\_\_\_\_  
Date