

Norwich School District

Support Staff Negotiations Meeting Minutes 11/10/2016 5:00 pm – Marion Cross Library

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

The Support Staff noted that NEA attorneys believe negotiations should not be held in open session. They state that contracts, labor relations and mediation are all allowed in non-public session. The support staff asked “if we need to go into non-public session – can we ask that the Board do that?”

The Board responded yes, if it meets one of the requirements from statute

The Support Staff also raised a concern that the minutes may not accurately reflect the discussion and the support staff don't have a mechanism to provide input on the minutes.

Both sides caucused at 5:15 pm – reconvened at 5:19

The Support Staff and Board agreed that if the Support Staff feel a non-public session is required, they can request it.

The ground rules were updated to reflect that support staff can request an executive session and signed by both the Support Staff and the Board.

(** see attached Ground Rules document)

The Support Staff then requested a non-public session to discuss individual salaries and benefits.

Tom Candon made a motion to enter non-public session to discuss individual salaries and benefits. Second by Neil Odell. Passed unanimously. Entered non-public session at 5:33 pm

The Board re-entered public session at 5:38

Both sides then exchanged proposals and took time to review the proposals

(** see attached Board Proposal & Support Staff Proposal)

The Board acknowledged it did not present a health proposal and salary proposal. The Board stated they will bring those proposals forward at next meeting

Although not in proposal, the Board expressed a desire for a 3 year agreement as well.

Next meeting set for Nov. 29 4:30 pm

Meeting adjourned at 6:28 pm

**Norwich School Board and Norwich Education Association, Support Staff Unit
Negotiation Proposal(s)
November 9, 2016**

To: Joy Smollin, Jill Erickson, Rhona Tuthill – Association Representatives

From: Tom Candon, Neil Odell – School Board Representatives & Jamie Teague, Business Administrator

Board Proposal	Association Response
<p>Article 1: Recognition</p> <p>Current Language: 1.3 Definitions:</p> <p>(a) The term “full time” means scheduled employment during the school year or calendar year at a minimum of 30 hours per week.</p> <p>(b) The term “calendar year” means scheduled employment during the full (52-week) year at a minimum of 30 hours per week.</p> <p>(c) The term “part time” means scheduled employment during the school year or calendar year at less than 30 hours per week.</p> <p>(d) The term “pro-rata” means percentage of full time; that fraction which is determined by dividing a part time employee’s scheduled weekly hours by 30 (hours).</p> <p>(e) The term “day” shall mean a school day or a scheduled workday.</p> <p>(f) A “temporary position” is a position that the administration/school Board has created to meet a short-term need. All job postings of this nature will be advertised as “temporary” based on the administration’s estimate, with dates of the number of workdays needed to complete the advertised job, stated in the notice. Temporary positions cannot be for the entire school year. Temporary positions must be paid in accordance with the established pay scale within this document. Temporary positions are not eligible for benefits. Temporary positions terminate at the end of the school year. If a temporary employee is hired into a permanent position, for purposes of seniority, he or she will be credited with the period served as a temporary employee.</p> <p>Proposed Language/Additions (only sections being affected are shown): 1.3 Definitions:</p> <p>(a) The term “full time” means scheduled employment during the school year or calendar year at a minimum of 30 hours per week. This is the threshold for receiving full time equivalent benefits.</p> <p>(b) The term “calendar year” means scheduled employment during the full (52-week) year. at a minimum of 30 hours per week. The term “school year” means scheduled employment during the 175 days school is in session.</p> <p>(e) The term “day” shall mean a school day or a scheduled workday. Currently there are 175 school days in a school year. There may be up to 260 scheduled work-days in a calendar year.</p>	<p style="text-align: center; font-size: 2em; opacity: 0.3; transform: rotate(-45deg);">Proposed</p>
<p>ARTICLE 6 Reduction in Force</p> <p>Current Language: If the Board determines it necessary to decrease the number of staff, eliminate any position or reduce hours in a position, the Board may lay-off the necessary number of staff or reduce their hours, but only in the inverse order of seniority within employee classifications: educational assistant (para-educator) and custodian.</p>	

Board Proposal

Association Response

<p>In the case of a tie in seniority, the administration will decide whom to retain based on the needs of the district and the documented job qualifications and written job performance of the support staff that are "tied". (e.g. Less senior staff members will be subject to lay-off or reduction in hours before more senior staff members.) A bargaining unit member with low seniority may be passed over in a layoff or reduction circumstance if he/she possesses special skills that are presently needed and uncommon among other bargaining unit members. An example of such skills is sign language for the hearing impaired. The School Administration retains the right to determine assignments while applying the reduction in force procedures. A staff member being laid off who is qualified for another position may displace a staff person in another area or position with less seniority within the District. Under this article, no staff person may be prevented from securing other employment during the period the staff person is laid-off. When a (new) staff position becomes available, laid-off staff members of the district shall be offered re-employment in the inverse order of their having been laid-off, provided that they are qualified to assume the available position(s) in accordance with Article 5, Vacancies. Employees who are to be laid off pursuant to this Article will be given at least twenty (20) calendar day's written notice by the District of the impending reduction in force.</p> <p>Proposed Language:</p> <p>If the Board determines it necessary to decrease the number of staff, eliminate any position or reduce hours in a position, the Board will lay-off the necessary number of staff or reduce their hours, based on the needs of the district and the documented job qualifications and written job performance of the various support staff within the affected job classifications: educational assistant (para-educator) and custodian. The School Administration retains the right to determine assignments while applying the reduction in force procedures. Under this article, no staff person may be prevented from securing other employment during the period the staff person is laid-off. When a (new) staff position becomes available, laid-off staff members of the district shall be offered re-employment in the inverse order of their having been laid-off, provided that they are qualified to assume the available position(s) in accordance with Article 5, Vacancies. Employees who are to be laid off pursuant to this Article will be given at least twenty (20) calendar day's written notice by the District of the impending reduction in force.</p>	
<p>Article 13: Leaves</p> <p>Proposed Addition just below the header:</p> <p>The Board recognizes how important leave time can be to an employee and their family for the management of health and well-being as well as emergency situations. All employees shall receive leave computed on a basis in accordance with their regularly scheduled hours worked. All leave accruals and usage will be tracked in hours. It is agreed that the use of leave days will be confined to the legitimate purposes provided in the following schedule, and that paid leave benefits will not be used for any unauthorized absence.</p>	
<p>Article 13.1 Sick Leave</p> <p>Current Language:</p> <p>A. Sick Leave – Support staff shall be entitled to paid leave for absences due to personal illness and disability, including disabilities connected with or resulting from pregnancy, as set forth herein. Leave shall be granted to each support employee at the rate of one day of sick leave per month per employment. Sick leave shall become available at the inception of each school year and may be</p>	

Board Proposal

Association Response

<p>accumulated to a total number of one hundred (100) days. Part-time employees shall be entitled to sick leave in proportion to the fraction of time worked. The Superintendent, at his or her discretion, may require any employee to submit medical evidence substantiating the employee's need to be absent from work.</p> <p>Proposed Language: A. Sick Leave – Support staff shall be entitled to paid leave for absences due to personal illness and disability, including disabilities connected with or resulting from pregnancy, as set forth herein. Leave shall be granted to each support employee at the rate of one day of sick leave per month per employment. Sick leave shall become available at the inception of each school year and may be accumulated to a total number of one hundred (100) days. Part-time employees shall be entitled to sick leave in proportion to the fraction of time worked. The Superintendent, at his or her discretion, may require any employee to submit medical evidence substantiating the employee's need to be absent from work.</p>	
<p>Article 13: Leaves</p> <p>Proposed Addition,:</p> <p>13.12 Early Termination Should an employee's employment terminate in any given year prior to June 30, then sick and personal days earned shall be prorated under the earnings schedule in place; most often monthly. Any days used and not full earned due to the proration will be deducted from final wages owed, and any vacation days earned and not taken shall be paid.</p>	
<p>Article 15: Staff Development</p> <p>Proposed Addition: 15.3 With at least five days advance notice, the Principal may require school year employees to report to work 2 additional days to be used for training, professional development and/or back to school preparation.</p>	

Board Proposal

Recognition

1.1 The Board recognizes the Association as the exclusive bargaining representative with respect to wages, hours and conditions of employment for a unit of all educational assistants and custodians, but excluding all supervisory, confidential, professional, temporary, seasonal and non-permanent status employees. The Board and the Association agree that the administrative assistant is confidential and is excluded from the bargaining unit.

Proposed change: (bold letters are proposed changes)

1.1 The Board recognizes the Association as the exclusive bargaining representative with respect to wages, hours and conditions of employment for a unit of all educational assistants and custodians, but excluding all supervisory, confidential, professional, temporary, seasonal and non-permanent status employees. The Board ~~and the Association agree~~ **states** that the administrative assistant ~~is confidential and~~ is excluded from the bargaining unit.

1.3 Definitions: **(new)**

(g) The term “district” shall mean all schools in the Hanover Norwich School District, or Dresden or SAU 70 including Marion Cross, Ray School, Richmond Middle School, and Hanover High School.

Article 6: Reduction in Force

6.3 Recall rights shall remain in effect for fifteen months form the date

Proposed change: (bold letters are proposed changes)

6.3 Recall rights shall remain in effect for fifteen months ~~form~~ **from** the date

Article 10: Insurance

10.2 Medical Insurance. The district will provide single, two-person or family medical insurance coverage (VEHI Dual Option or 250 COMP Plan). This coverage is available to support staff that are employed at least thirty hours per week with an anticipated duration of at least thirty-six weeks. Employees shall contribute ten percent 10% of the premium contribution; employees who were employed prior to 10/1/09 shall be provided this coverage at no cost to the employee. In addition to the above VEHI plan, the District shall offer employees the option of JY B managed care. Employees who choose the JY Plan will pay the difference between the Dual Option and JY Plans. Employees working

less than thirty (30) Hours per week are not eligible for district-funded membership, except for instances of full-time job-sharing among same-family adults.

Proposed change: (bold letters are proposed changes)

10.2 Medical Insurance. **July 1, 2017 - Dec. 31, 2017.** The district will provide single, two-person or family medical insurance coverage (VEHI Dual Option or 250 COMP Plan). This coverage is available to support staff that are employed at least thirty hours per week with an anticipated duration of at least thirty-six weeks. Employees shall contribute ten percent 10% of the premium contribution; employees who were employed prior to 10/1/09 shall be provided this coverage at no cost to the employee. In addition to the above VEHI plan, the District shall offer employees the option of JY B managed care. Employees who choose the JY Plan will pay the difference between the Dual Option and JY Plans. Employees working less than thirty (30) Hours per week are not eligible for district-funded membership, except for instances of full-time job-sharing among same-family adults.

Jan. 1, 2018 - June 30, 2020. The district will pay 100% 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 Support Staff employee: Platinum, Gold, Gold CDHP, Silver CDHP. In addition the district shall provide each Support Staff employee with an integrated Health Reimbursement Arrangement sufficient to cover all medical expenses not covered by the VEHI Plan chosen by the Support Staff / Custodian employee. All administrative costs for the integrated HRA shall be paid by the district.

Article 10: Insurance – (new)

10.7 Dental. The School Board will fund up to \$500.00 per full time, 30 hours per week, employee per year for a program to provide dental benefits to bargaining unit Support Staff.

Article 12: Hours or Work and Overtime (new)

12.1

(a) A paid in-service day will be held on the Monday before school begins for Support Staff. This in-service day will be used for required training and orientation.

12.5

(a) For payroll purposes, days should be converted into hours by dividing the total hours worked in a week by the number of days worked in a week. This should be done individually, as support staff work various hours.

12.12 Longevity for all Calendar Year Support Staff: Longevity Payments are made in December of each year.

after completion of 10 years up to 15 years of service:	\$350
after completion of 15 years up to 20 years of service:	\$500
after completion of 20 years of service:	\$800

Proposed change: (bold letters are proposed changes)

12.12 Longevity for all Calendar Year Support Staff: Longevity Payments are made in December of each year.

after completion of 10 years up to 15 years of service:	\$350	\$750
after completion of 15 years up to 20 years of service:	\$500	\$1,000
after completion of 20 years of service:	\$800	\$1,250

Article 13: Leaves:

13.9 Holidays. All calendar year support staff shall be entitled to twelve paid holidays during the calendar year. These holidays are: New Year's Day, Martin Luther King/Civil Rights Day, President's Day Memorial Day, Independence Day, Labor Day, Columbus Day (when school is not in session in which case a floating holiday), Veteran's Day, Thanksgiving (two days) and Christmas (two days).

All school year support staff shall be entitled to four paid holidays during the school year. These holidays are: Thanksgiving and the day after Thanksgiving, Christmas Day and New Year's Day.

Proposed change: (bold letters are proposed changes)

13.9 Holidays. All calendar year support staff shall be entitled to ~~twelve~~ **thirteen** paid holidays during the calendar year. These holidays are: New Year's Day, Martin Luther King/Civil Rights Day, President's, Day Memorial Day, Independence Day, Labor Day, Columbus Day (when school is not in session in which case a floating holiday), Veteran's Day, Thanksgiving (two days) ~~and~~, Christmas (two days) and **one other day to be mutually agreed upon between the employee and the employee's supervisor.**

All school year support staff shall be entitled to ~~four~~ **seven** paid holidays during the school year. These holidays are: **Labor Day, Veterans Day**, Thanksgiving and the day after Thanksgiving, Christmas Day, ~~and~~ New Year's Day, **and Memorial Day.**

13.12 Sick Bank: (new)

A. A sick bank may be created with employees donating one day per year from their accumulated total. Sick bank will be capped at one hundred (100) days.

Should the sick bank be exhausted during the course of the school year, employees may donate one more day from their accumulated total with the cap remaining at the total number of one hundred (100) days.

- B. A member of the support staff must have exhausted all of his/her available paid leave, and must be a current contributing member of sick bank in order to apply to draw days from bank.**
- C The sick bank will be administered by a committee consisting of the Superintendent of Schools, the President of the support staff bargaining unit and one (1) member of bargaining unit.**
- D. The Parties agree that the sick bank is available only to support staff who have experienced serious illness or injuries, and is not available for short term absences.**
- E. A member of the support staff who is or may be eligible for coverage under the district's long term disability ("LTD") insurance plan shall make a timely application for coverage. A member of the support staff may not receive or use more leave from the sick leave bank than is necessary for the support staff member to meet the eligibility requirements for the LTD plan.**

Article 14: Compensation

- 14.1 Hourly wage rates effective July 1, 2015 will be as shown in the attached appendix. Effective July 1, all eligible employees will move one step on the wage schedule. All employees earning more than the maximum on the schedule will receive an increase equal to the percent increase of the schedule itself. The Administration shall provide the Norwich Education Association a listing of wage rates for all Bargaining Unit Members by October 1 of the school year. On request, the Administration shall provide Norwich Education Association wage rate information for any Bargaining Unit Members hired after October 1 of the school year. On request, the Administration shall provide Norwich Education Association wage rate information for any Bargaining Unit Members hired after October 1 of the school year.

Proposed change: (bold letters are proposed changes)

- 14.1 Hourly wage rates effective July 1, ~~2015~~ **2017** will be as shown in the attached appendix. Effective July 1, all eligible employees will move one step on the wage schedule. All employees earning more than the maximum on the schedule will receive an increase equal to the percent increase of the schedule itself. The Administration shall provide the Norwich Education Association a listing of wage rates for all Bargaining Unit Members by October 1 of the school year. On request, the Administration shall provide Norwich Education Association wage rate information for any Bargaining Unit Members hired after October 1 of the school year. On request, the Administration shall provide Norwich Education Association wage rate information for any Bargaining Unit Members hired after October 1 of the school year.

*** We propose a 7% increase in step and wage per year over a three (3) year contract.**

Article 14: Compensation

14.7 Uniforms. All employees required by the District to wear uniforms will received uniforms at no cost to the employee.

Proposed change: (bold letters are proposed changes)

14.7 Uniforms. All employees required by the District to wear uniforms will receive uniforms at no cost to the employee. **A \$150.00 allotment for work shoes will be reimbursed to each employee, each year. These shoes are to be worn on all work days.**

Article 14: Compensation (new)

14.8 Bargaining Unit Members may make contributions to a 403b or 457 Deferred Compensation plan through payroll deductions as soon as employment begins. The School Board will match an annuity contribution of up to 4% of wages by each support staff employed by the District. These earnings will not include "other" income such as insurance buybacks, stipends and extra hours pay. Enrollment in the program must be completed by August 31 in order to receive the full years benefit. Matching contributions by the School Board for support staff who enroll after this date will be on a pro rata basis. It is understood that if the employee's working hours as described in their Letter of Intent change, these changes will be reflected in the implementation of this provision.

14.9 Transfers. An employee who transfers between any of the four schools in SAU 70 (i.e., the Bernice A. Ray School, the Richmond Middle School, Hanover High School, and the Marion Cross School) , providing they are in good standing, will be placed at the same step on the pay scale as they would otherwise be eligible for prior to their transfer and will retain all rights of seniority.

Article 18: Duration

18.1 This Agreement shall become effective on July 1,2015 and continue in full force and effect until twelve o'clock midnight June 30, 2017 , and from year to year thereafter unless written notice of desire to terminate or modify this Agreement is given by either party to the other on or before October 1 preceding the contract year specified in Article 4.3 of this Agreement.

Proposed change: (bold letters are proposed changes)

18.1 This Agreement shall become effective on July 1,~~2015~~ **2017** and continue in full force and effect until twelve o'clock midnight June 30, ~~2017~~ , **2020** and from year to year thereafter unless written notice of desire to terminate or modify this Agreement is given by either party to the other on or before October 1 preceding the contract year specified in Article 4.3 of this Agreement.

Article 19: HEALTH AND SAFETY (new)

- 19.1 Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or wellbeing. Para-educators required to lift, support and/or carry students of any weight, will be given adequate training by a professional therapist(s), (e.g., physical, occupational therapist) in order to provide proper lifting, transferring and supporting of body weight. To ensure the safety of the student and the Para-educator, adaptive equipment will be provided for Para-educators to safely provide these mobility services if needed. When providing hygiene care and assistance (e.g., bathroom assistance, changing diapers or underclothing, washing of any kind and the cleaning of teeth, etc.) as a part of their employment, proper handling techniques will be demonstrated by the school nurse as needed. Supplies, such as gloves, washing and cleaning materials, etc., needed to perform these various duties will be provided by the District.**

Article 20: BULLYING AND HARASSMENT (new)

- 20.1 The district and its agents will provide Support Staff with a healthy, safe, and respectful work environment. Intimidating, hostile and/or bullying-like behaviors by any employee will not be acceptable.**

**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 Joy Smollin. The Norwich Board spokesperson will be Debbie Teague. 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. Executive sessions can be requested to discuss sensitive issues as per 1 VSA 313(a)(1).

Each side may use consultants at the table as they deem it necessary, but must provide the other side with 24 hours notice.

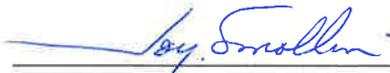
4. To be formally considered for discussions between parties, all proposals must be in writing.
5. The initial proposal exchange shall be by mutual exchange – that is, the parties shall hand their initial proposal to the other party simultaneously.
6. All changes in language should be presented in comparison 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 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 Norwich Education Association and the School Board teams.
10. 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.
11. Four meetings are tentatively 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 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:



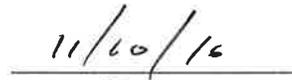
For the Norwich Education Association Support Staff



Date



For the Norwich School Board



Date