

Norwich School District

Support Staff Negotiations Meeting Minutes 11/29/2016 4:30 pm – Marion Cross Library

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

1. Call to Order

Chair Tom Candon called the meeting to order at 4:30 pm

2. Executive Session

Neil Odell made a motion that was seconded by Tom Candon to enter executive session in accordance with Title 1 Section 313(a) for a discussion of negotiations. The motion passed unanimously.

EXECUTIVE SESSION

Members present: Tom Candon, Neil Odell, Jamie Teague

The Board met briefly to review their proposal.

1. The meeting convened at 4:30 pm

2. Those present discussed negotiations.

3. Adjournment at 4:40 pm

Neil Odell made a motion that was seconded by Tom Candon to re-enter public session. The motion passed unanimously.

3. The Board distributed a response including a salary and healthcare proposal (see attached Board Proposal)

Jamie Teague reviewed the board's proposal. (Beginning on page 3 of the document, Board's response to Association's proposal from 11/9)

Article 1 Recognition – Board OK with wording change.

Article 1.3 Definitions – Board has some concern with language because we don't have authority over negotiated settlements in other districts. Board feels the primary concern can be addressed in Article 14.9

Article 6 Reduction in Force – Board OK with spelling change. Board still requests association to address our proposal on RIF

Article 10 Insurance – Board cannot contemplate 100% healthcare coverage. See Board proposal for health insurance.

Article 12.1 Hours of Work and Overtime – Board OK with concept of days for training but please see Board proposal regarding number of days

Article 12.5(a) Hours of Work and Overtime – Board doesn't see this as necessary.

Alternatively, see proposal from Board for Article 13

Article 12.12 Longevity – Board considers this a monetary item and it will be considered as part of an overall proposal.

Article 13.9 Leaves - Board considers this a monetary item and it will be considered as part of an overall proposal.

Article 13.12 Sick Bank – Board is not in favor of a sick bank.

Article 14.1 Compensation - Board not in favor of 7% increase each year given current economic conditions. See Board response on salary.

Article 14.7 Uniforms/Work Shoes – Board recognizes the merit of the request. Board will consider but may need more specific language

Article 14.8 403b match – Board considers this a monetary item and it will be considered as part of an overall proposal.

Article 14.9 Transfers – Board in agreement with this practice.

Article 18 Duration – Board would like a 3 year agreement as well

Article 19 Working Conditions – Board is committed to a safe working environment, however we feel this should be addressed via policy and not negotiated as part of a labor contract.

Article 20 Bullying and harassment – Board is committed to a safe working environment, however we feel this currently addressed via policy GBAA.

Jill Erickson asked a question regarding policies: who polices it?

Jamie Teague answered that all of us - employees and employer - have a responsibility in that regard.

The Association requested an Executive Session to discuss personnel issues.

#### 4. Executive Session

Neil Odell made a motion that was seconded by Tom Candon to enter executive session in accordance with Title 1 Section 313(a) for a discussion of negotiations and personnel. The motion passed unanimously.

##### EXECUTIVE SESSION

Members present: Tom Candon, Neil Odell, Jamie Teague

1. The meeting convened at 4:54 pm

2. Those present discussed negotiations.

3. Adjournment at 5:04 pm

Neil Odell made a motion that was seconded by Tom Candon to re-enter public session. The motion passed unanimously.

5. Board presented its proposal on medical insurance and salary
  - See attached Board proposal document
  - Jamie shared the individual salary and medical costs for each employee

Tom Candon asked if the Association has requested VEHI to provide a training/information session for employees on the new health plans.

Jill Erickson responded no. It doesn't make sense to do that yet until we have an agreement with the Board

Rhona Tuthill added that having VEHI provide information to their membership at this point would be confusing.

6. Joy Smollin presented Association's response – see attached document  
The Board asked for clarification on Article 15 – the proposed days before school and the November in-service day are a way to address training requirements at the beginning of the school year.

7. Executive Session

Neil Odell made a motion that was seconded by Tom Candon to enter executive session in accordance with Title 1 Section 313(a) for a discussion of negotiations and personnel. The motion passed unanimously. Both the Association and Board caucused to review the proposals.

EXECUTIVE SESSION

Members present: Tom Candon, Neil Odell, Jamie Teague

1. The meeting convened at 5:25 pm

2. Those present discussed negotiations.

3. Adjournment at 5:48 pm

Neil Odell made a motion that was seconded by Tom Candon to re-enter public session. The motion passed unanimously.

Board requested clarification for Association response on Article 1. Association responded they are OK with item A as proposed by the Board. Association wants to strike the 175 school days in items (b) and (e) because in some scenarios they are paid for more than that.

Joy Smollin offered that the Association will work on wording for health and safety & bullying. Jamie Teague offered to research the issue as well and share some possible language if she can find it.

Jill Erickson stated that the Association wants to bargain health insurance and salary in terms of percentages, based on VEHI Platinum plan. She also stated the Association would like to

remove the tiered structure currently in place for premium co-pays. The Association also stated that they are fine with HRAs and do not want HSAs.

The next meeting is scheduled for December 15<sup>th</sup> at 5 pm.

8. Executive Session

Neil Odell made a motion that was seconded by Tom Candon to enter executive session in accordance with Title 1 Section 313(a) for a discussion of negotiations and personnel. The motion passed unanimously. The board met briefly to review the proposals and make plans for the next negotiations meeting.

EXECUTIVE SESSION

Members present: Tom Candon, Neil Odell, Jamie Teague

1. The meeting convened at 6:07 pm

2. Those present discussed negotiations.

3. Adjournment at 6:25 pm

Neil Odell made a motion that was seconded by Tom Candon to re-enter public session. The motion passed unanimously.

9. Meeting adjourned at 6:27 pm

**Norwich School Board and Norwich Education Association, Support Staff Unit  
Negotiation Proposal(s) Update with Responses  
November 29, 2016**

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

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

**Board Proposal 11/9**

**Association Response 11/29**

<p><b>Article 1: Recognition</b></p> <p><b>Current Language:</b></p> <p>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><b>Proposed Language/Additions (only sections being affected are shown):</b></p> <p>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. <b>This is the threshold for receiving full time equivalent benefits.</b></p> <p>(b) The term “calendar year” means scheduled employment during the full (52-week) year. <del>at a minimum of 30 hours per week.</del> <b>The term “school year” means scheduled employment during the 175 days school is in session.</b></p> <p>(e) The term “day” shall mean a school day or a scheduled workday. <b>Currently there are 175 school days in a school year. There may be up to 260 scheduled work-days in a calendar year.</b></p>	
<p><b>ARTICLE 6 Reduction in Force</b></p> <p><b>Current Language:</b></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 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>	

<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><b>Proposed Language:</b></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 <b>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</b> within the <b>affected job classifications:</b> 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><b>Article 13: Leaves</b></p> <p><b>Proposed <u>Addition</u> just below the header:</b></p> <p><b>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.</b></p>	
<p><b>Article 13.1 <u>Sick Leave</u></b></p> <p><b>Current Language:</b></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 accumulated to a total number of one hundred (100) days. Part-</p>	

**Board Proposal 11/9**

**Association Response 11/29**

<p>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><b>Proposed Language:</b>  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. <del>Part-time employees shall be entitled to sick leave in proportion to the fraction of time worked.</del> 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><b>Article 13: Leaves</b></p> <p><b>Proposed Addition,:</b></p> <p><b>13.12 Early Termination</b>  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><b>Article 15: Staff Development</b></p> <p><b>Proposed Addition:</b>  <b>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.</b></p>	

<b>Association Proposal 11/9</b>	<b>Board Response 11/29</b>
<p>Article I: Recognition</p> <p>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.</p> <p>Proposed change: (bold letters are proposed changes)</p> <p>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 <del>and the Association agree</del> <b>states</b> that the administrative assistant <del>is confidential and</del> is excluded from the bargaining unit.</p>	<p>Article I: Recognition</p> <p>The Board agrees to the suggested change in wording.</p>

Association Proposal 11/9	Board Response 11/29
<p>1.3 Definitions: <b>(new)</b></p> <p><b>(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.</b></p>	<p>We are not in favor of adding this statement as a blanket definition as it may have further reaching ramifications other than employment that we cannot commit the other districts to. We can accomplish employment transfer provisions in section 14 as you have suggested.</p>
<p>Article 6: Reduction in Force</p> <p>6.3 Recall rights shall remain in effect for fifteen months form the date .....</p> <p>Proposed change: (bold letters are proposed changes)</p> <p>6.3 Recall rights shall remain in effect for fifteen months <del>form</del> <b>from</b> the date .....</p>	<p>Article 6: Reduction in Force</p> <p>In addition to this spelling correction which we are in agreement with, the Board would request that the association to please revisit our proposed changes to this section.</p>
<p>Article 10: Insurance</p> <p>10.2 <u>Medical Insurance.</u> 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.</p> <p>Proposed change: (bold letters are proposed changes)</p> <p>10.2 <u>Medical Insurance. July 1, 2017 - Dec. 31, 2017.</u> 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.</p> <p><b>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</b></p>	<p>Article 10: Insurance</p> <p>The Board cannot at this time contemplate 100% health care coverage, please see our proposal on health and dental insurance which is part of an overall compensation package.</p>

Association Proposal 11/9	Board Response 11/29
<p>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.</p> <p>Article 10: Insurance – (new)</p> <p><b>10.7 Dental.</b> 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.</p>	
<p>Article 12: Hours or Work and Overtime (new)</p> <p><b>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.</b></p> <p><b>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.</b></p> <p>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</p> <p><u>Proposed change:</u> (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: <del>\$350</del> <b>\$750</b>  after completion of 15 years up to 20 years of service: <del>\$500</del> <b>\$1,000</b>  after completion of 20 years of service: <del>\$800</del> <b>\$1,250</b></p>	<p>Article 12: Hours or Work and Overtime</p> <p>12.1 (a) The Board is in agreement with adding days for training and/or orientation. Please see the Board’s Proposed Addition for Article 15.3. The entities just need to agree on proper placement and number of days.</p> <p>12.5 (a) The Board does not see this as necessary addition to the Hours of Work section as all support staff are considered hourly workers by the Federal Labor Standards Act and are paid according to hours worked. Equalized payments do not change the requirement for capturing and reporting actual work time. It is however important to convert earned time currently carried in days to hours worked so employees may be credited accordingly for payroll purposes. Please see Board’s suggested “header” proposal for Article 13.</p> <p>12.12 This is a money article and will be considered as part of the total compensation package as bargaining moves forward.</p>
<p>Article 13: Leaves:</p> <p>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).</p> <p>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.</p> <p>Proposed change: (bold letters are proposed changes)</p> <p>13.9 Holidays. All calendar year support staff shall be entitled to <del>twelve</del> <b>thirteen</b> 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) <del>and</del>, Christmas (two days) and <b>one other day to be mutually agreed upon between the employee and the employee’s supervisor.</b></p> <p>All school year support staff shall be entitled to <del>four</del> <b>seven</b> paid holidays during the school year. These holidays are: <b>Labor Day, Veterans Day,</b> Thanksgiving and</p>	<p>Article 13: Leaves</p> <p>13.9 This is a money article and will be considered as part of the total compensation package as bargaining moves forward.</p>

Association Proposal 11/9	Board Response 11/29
<p>the day after Thanksgiving, Christmas Day, and New Year's Day, and Memorial Day.</p> <p><b>13.12 Sick Bank: (new)</b></p> <p><b>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></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>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.</b></p>	<p>13.12 The Board is not in favor of a Sick Bank at this time.</p>
<p>Article 14: Compensation</p> <p>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.</p> <p>Proposed change: (bold letters are proposed changes)</p> <p>14.1 Hourly wage rates effective July 1,<del>2015</del> <b>2017</b> 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</p>	<p>Article 14: Compensation</p> <p>14.1 The Board cannot contemplate a 7% per year increase in step and scale when the present regional economy is only trending at 1.4% CPI. Please see the Board's suggested salary scale increases for a 3 year contract.</p>

Association Proposal 11/9	Board Response 11/29
<p>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.</p> <p><b>* We propose a 7% increase in step and wage per year over a three (3) year contract.</b></p> <p>Article 14: Compensation</p> <p>14.7 Uniforms. All employees required by the District to wear uniforms will receive uniforms at no cost to the employee.</p> <p>Proposed change: (bold letters are proposed changes)</p> <p>14.7 Uniforms. All employees required by the District to wear uniforms will receive uniforms at no cost to the employee. <b>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.</b></p> <p>Article 14: Compensation (new)</p> <p><b>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.</b></p> <p><b>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.</b></p>	<p>14.7 The Board will discuss with the merits of specialized work shoes with the appropriate personnel and make a timely decision.</p> <p>14.8 This is a money article and will be considered as part of the total compensation package as bargaining moves forward.</p> <p>14.9 The Board is in agreement with this practice.</p>
<p>Article 18: Duration</p> <p>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.</p> <p>Proposed change: (bold letters are proposed changes)</p> <p>18.1 This Agreement shall become effective on July 1,<del>2015</del> <b>2017</b> and continue in full force and effect until twelve o'clock midnight June 30, <del>2017</del> , <b>2020</b> 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.</p>	<p>Article 18: Duration</p> <p>18.1 The Board is not opposed to a 3 year contract if the two parties can agree on a reasonable compensation package.</p>
<p><b>Article 19: HEALTH AND SAFETY (new)</b></p>	<p><b>Article 19: HEALTH AND SAFETY (new)</b></p>

Association Proposal 11/9	Board Response 11/29
<p>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.</p>	<p>19.1 The Board is committed to keeping employees safe from harm and providing good working conditions. The content of this suggested article is more of a district policy than a bargained article. It is too specific to certain tasks and requires levels of judgment that may have opposing points of view. The Board would suggest if conditions present that fit the concerns of the proposed article's wording, the affected employee(s) should contact their Principal or appropriate Manager. If the situation concerns the immediate supervisor, the employee(s) should contact the Human Resources Department and/or Superintendent.</p>
<p>Article 20: BULLYING AND HARASSMENT (new)</p> <p>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.</p>	<p>Article 20: BULLYING AND HARASSMENT (new)</p> <p>20.1 The Board is committed to keeping employees safe from harm and providing good working conditions. The content of this suggested article is district policy ____, which is required by law. The Board strongly suggests if conditions present that fit the concerns of the proposed article's wording, the affected employee(s) should contact their Principal or appropriate Manager immediately. If the situation concerns the immediate supervisor, the employee(s) should contact the Human Resources Department and/or Superintendent.</p>

Board Proposal Nov. 29, 2016	Association Response
<p>Article 10: Insurance</p> <p>Current Language:</p> <p>10.2 <u>Medical Insurance.</u> 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.</p> <p>Proposed Language:</p> <p>From July 1, 2017 through December 31, 2017, all plans and plan co-pays will remain in effect as stated in the current 10.2. Beginning January 1, 2018, the following insurance coverage will be offered to support staff that are employed at least thirty hours per week with an anticipated duration of at least thirty-six weeks. The District shall provide access to the Blue Cross/Blue Shield VEHI (Vermont Education Health Initiative) Plans. The District shall pay for single, two-person or family coverage as elected by the employee subject to the following thresholds:</p> <p>Employees employed prior to 10/01/09  Jan – June 2018:  Single, \$3,046; 2 Person \$5,720; Parent/Child(ren), \$4,709; and</p>	

Board Proposal Nov. 29, 2016	Association Response
<p>Family, \$8,436  July 2018/June 2019  Single, \$5,903; 2 Person, \$11,085; Parent/Child(ren), \$9,126; and Family, \$16,350  July 2019/June 2020  Single, \$5,652; 2 Person, \$10,614; Parent/Child(ren), \$8,737; and Family, \$15,655</p> <p>Employees employed after 10/01/09  Jan – June 2018:  Single, \$2,826; 2 Person, \$5,307; Parent/Child(ren), \$4,369; and Family, \$7,872  July 2018/June 2019  Single, \$5,652; 2 Person, \$10,614; Parent/Child(ren), \$8,737; and Family, \$15,655  July 2019/June 2020  Single, \$5,652; 2 Person, \$10,614; Parent/Child(ren), \$8,737; and Family, \$15,655</p> <p>The school district will cover future rate increases up to 3% based on a weighted average of all participating employee plans. Increases over and above 3% will be shared equally by the employer and employee. The District will quarterly fund an HRA or HSA for each employee plan at the following thresholds: Single \$900; 2 person \$1,800; Parent/Child(ren) \$1,800; and Family \$1,800. All HRA/HSA funded medical claims will be paid on a 50/50 shared basis up to the prior funding limits.</p> <p><b>Proposed Addition:</b></p> <p>10.7 Beginning July 1, 2018, the School Board will fund single person dental insurance to bargaining unit employees working 30 hours or more. Two person or family coverage may be purchased by an employee with the additional cost paid by the employee. This funding shall be provided on a pro rata amount based on the full time equivalent status of the employee.</p>	
<p><b>Article 14: Compensation</b></p> <p>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.</p> <p><b>Proposed change:</b> (bold letters are proposed changes)</p> <p>14.1 Hourly wage rates effective July 1, <del>2015</del> <b>2017</b> 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</p>	

<b>Board Proposal Nov. 29, 2016</b>	<b>Association Response</b>
Bargaining Unit Members hired after October 1 of the school year. <b>The Board will add the following salary increases across all Tracks/Steps/Off Steps of 4% in year one, 3% in year two and 3% in year three.</b>	

**NORWICH SCHOOL DISTRICT**

Support Staff Negotiations  
For FY18 and Beyond

<i>Inputs</i>	FY17	FY18			FY19			FY20		
		4.00%			3.00%			3.00%		
Wage Rate Increase		Y			Y			Y		
Steps		10%			10%			10%		
Insurance Copay for Hires after 2008	10%	3%**			6%			10%		
Insurance Copay for Hires before 2008	0%									
Insurance Eligibility (hrs)	30	30			30			30		
Single Person HRA	30	900			900			900		
2 Person & Fam HRA	30	1,800			1,800			1,800		
Single Person Dental	30	n/a			525			525		
<i>Outputs</i>			\$ Chg	% Chg		\$ Chg	% Chg		\$ Chg	% Chg
Salary Total	\$471,123	\$496,381	\$25,258	5.36%	\$528,985	\$32,603	6.57%	\$547,566	\$18,582	3.51%
Health Insurance Total	\$309,785	\$288,665	(\$21,119)	-6.82%	\$233,472	(\$55,193)	-19.12%	\$226,440	(\$7,032)	-3.01%
Benefits Total (other than health)	\$61,761	\$64,933	\$3,171	5.13%	\$80,050	\$15,118	23.28%	\$82,382	\$2,332	2.91%
Total Cost	\$842,669	\$849,979	\$7,310	0.87%	\$842,507	(\$7,472)	-0.88%	\$856,388	\$13,881	1.65%

# Association Proposal 11/29/2016

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><b>Article 1: Recognition</b></p> <p><b>Current Language:</b></p> <p>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><b>Proposed Language/Additions (only sections being affected are shown):</b></p> <p>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. <b>This is the threshold for receiving full time equivalent benefits.</b></p> <p>(b) The term "calendar year" means scheduled employment during the full (52-week) year. <del>at a minimum of 30 hours per week.</del> 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. <del>Currently there are 175 school days in a school year. There may be up to 260 scheduled work-days in a calendar year.</del></p>	<p>Nov. 29, 2016 proposed wording</p> <p>(b) The term "calendar year" means scheduled employment during the full (52-week) year. <del>at a minimum of 30 hours per week.</del> The term "school year" means scheduled employment <del>during the 175 days school is in session.</del> as per each employee's Letter of Intent.</p> <p>(e) The term "day" shall mean a school day or a scheduled workday. <del>Currently there are 175 school days in a school year. There may be up to 260 scheduled work days in a calendar year.</del> Leave as current contract language.</p>
<p><b>ARTICLE 6 Reduction in Force</b></p> <p><b>Current Language:</b></p> <p>If the Board determines it necessary to decrease the number of staff, eliminate any position or reduce hours in a position, the</p>	<p>Nov. 29, 2016</p> <p>Current contract language</p>

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. 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.

**Proposed Language:**

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.

**Article 13: Leaves**

**Proposed Addition just below the header:**

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.

Nov. 29, 2016 proposed wording

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, full and part time, 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. Days will 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. 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><b>Article 13.1 Sick Leave</b></p> <p><b>Current Language:</b>  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><b>Proposed Language:</b>  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. <del>Part-time employees shall be entitled to sick leave in proportion to the fraction of time worked.</del> 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><b>Article 13: Leaves</b></p> <p><b>Proposed Addition,:</b></p> <p><b>13.12 Early Termination</b>  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><b>Article 15: Staff Development</b></p> <p><b>Proposed Addition:</b>  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>	<p>Nov. 29, 2016 proposed wording</p> <p>Two (2) paid in-service days will be used for required training and orientation for Support Staff. One will be held on the Monday before school begins and one will be held on the in-service day in November. These scheduled days will be reflected in the school calendar.</p>